



**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, APRIL 20, 2021 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Christopher McVoy

**PLEDGE OF ALLEGIANCE:** led by Commissioner Herman Robinson

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

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

A. Palm Beach State College presentation given by President Ava L. Parker

**COMMISSION LIAISON REPORTS AND COMMENTS:**

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

**APPROVAL OF MINUTES:**

A. [Regular Meeting - March 25, 2021](#)

B. [Regular Meeting - April 6, 2021](#)

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

A. [Professional Services Agreement \(Special Magistrate Services\) with Natalie Green Moore, of NGM Law, P.A.](#)

B. [Approval of Settlement with David Aquilino for \\$45,000 \(inclusive of attorney's fees and costs\)](#)

**PUBLIC HEARINGS:**

A. [Ordinance 2021-01 - Second Reading - Consideration of an ordinance to Chapter 23 "Land Development Regulations" regarding changes to allow for takeout establishments by zoning district and to clarify that only one \(1\) continuance is permitted for all affected parties to ensure that the City does not run afoul of development review time limitations for local governments as set forth in Florida law, and several minor amendments related to definitions and use review processes](#)

**UNFINISHED BUSINESS:**

A. [Ordinance No. 2021-02 – Continuation of the First Reading – Consideration of the establishment of a residential planned development including a development of](#)

significant impact, a major site plan, a conditional use, and sustainable bonus incentives for Golden Road Apartments, which includes 230 residential units

**NEW BUSINESS:**

- A. [Agreement with Skyline Contractors for the construction of the Howard Park Improvements CDBG Project \(Last Year's 2020 Fiscal Year Funding Cycle\)](#)
- B. [Resolution Nos. 15-2021 and 16-2021 – Budget Amendment to the 5-Year CIP Plan and Utility Bond Reauthorization](#)
- C. [Recruitment and Hiring Process for new City Manager](#)
- D. [Resolution No. 17-2021 – FY 2021-2022 Community Development Block Grant Application](#)

**CITY ATTORNEY'S REPORT:**

- A. Request for Attorney-Client Session for May 4th at 5 PM for the Lake Worth Beach v. North H. Enterprises, Inc.
- B. [Sunshine Law](#)

**CITY MANAGER'S REPORT:**

**ADJOURNMENT:**

[Attachment: Draft Agenda - May 4, 2021](#)

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)

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR MEETING OF THE CITY COMMISSION  
CITY HALL COMMISSION CHAMBER  
THURSDAY, MARCH 25, 2021 - 6:00 PM**

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

**ROLL CALL:** Present were Mayor Betty Resch; and Commissioners Sarah Malega, Christopher McVoy, Kimberly Stokes and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Christy L. Goddeau and City Clerk Deborah M. Andrea.

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Herman Robinson.

**PLEDGE OF ALLEGIANCE:** led by Commissioner Sarah Malega.

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

New Business item B, First Amendment to parking enforcement solutions equipment and related services agreement with IPS Group, Inc. and LWBEU Consent Agenda Item 2, Agreement with DataProse, LLC for Utility Bill Printing and Mailing Services, were deleted from the agenda. City Clerk Andrea stated that Presentation C, a Proclamation recognizing Vietnam Veterans Day was added after the additions/deletions were sent out. Consent Item C, Task Order No. 6 with Chen Moore and Associates (CMA) for engineering design services for the District 4 South Palm Park Sea Level Rise Mitigation project, was moved to New Business Item E.

**Action:** Motion made by Commissioner Robinson and seconded by Commissioner McVoy to approve the agenda as amended.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, McVoy, Stokes and Robinson. NAYS: None.

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

A. PBC School Board-Digital Wi-Fi

Mark Howard Chief, Performance Accountability at SDPBC, Adam Miller, Ph.D., Director, SDPBC - Educational Technology, Mike Butler, Director of Network Services at PBC and James Gavrilos, CFRE, President/CEO, Education Foundation of PBC, spoke about the School District of Palm Beach County's (SDPBC) Access for All Digital Inclusion Project whose mission was to grant all students, regardless of zip code, access to reliable internet service in their neighborhoods. Mr. Miller displayed a heat map that showed the number of students impacted and how the Wi-Fi Mesh had been created. Mr. Butler explained how residents had been informed by letters in multiple languages and gave an update on the Mesh Infrastructure in various areas.

Mayor Resch expressed gratitude for the project.

Commissioner Robinson stated that LWB was contributing funds by the donating the pole attachments and asked if the middle and high schools were included.

Mr. Butler responded that the high school had been connected via fiber for several years and the middle school was having the fiber built currently.

Commissioner Stokes asked about the timeline.

Mr. Butler replied that it would take four to six weeks to have the fiber installed; the first areas were being lit for Barton Elementary and would move north from there.

Mr. Gavrilos announced that the new Education Foundation offices would be in the City.

City Manager Bornstein stated that due to the city having its own EU, it participated with attachments on 44 poles, donating the \$64,000 in fees that would normally have been charged.

Mayor Resch thanked the previous commission for their work on the project.

Commissioner McVoy volunteered to do outreach to other communities.

- B. Mayor Resch read the Proclamation declaring April 9, 2021 as The Lord's Place SleepOut Homelessness Awareness Day. Diana Stanley, CEO of The Lord's Place, expressed best wishes for the future with the new commission. She stated that there were programs established in the city with the goal to break the cycle of homelessness.

Commissioner Robinson left the meeting at 6:33 PM and returned at 6:34 PM.

- C. (added) Mayor Resch read the Proclamation declaring March 29, 2021 as Vietnam Veterans Day and said that it had been a difficult time for the country.

Commissioner Robinson acknowledged the sacrifices made by the families and the civilians who had been affected.

### **COMMISSION LIAISON REPORTS AND COMMENTS:**

Commissioner Malega: said that she had attended the Bryant Park and Mango Groves Neighborhood Association meetings via zoom and that Healthier Lake Worth was looking for more participants. She announced that there was space for 56 more artists to contribute to the Unity Wall and the food distribution would become bimonthly in April; she acknowledged Vice Mayor Amoroso for his participation in the food distribution. She reported that State Senator Frankel was looking to fund local projects. She requested that the residents give the commissioners and staff six months to get up to speed and said that she looked forward to serving.

Commissioner McVoy: asked for patience towards the staff and the commission. He stated that many residents had expressed appreciation for the progress on the roads, but that some areas needed more traffic calming. He said that the issue of high utility bills, which combined the water, sewer and electric, had continued from the past and residents were interested in renewable energy. He reported that residents with homes that looked good were complaining that they were being cited rather than those who had unkempt homes.

Commissioner Stokes: said that she had met with staff and was working to get informed; the commissioners would need time to learn about all the issues and departments. She said that she had attended the College Park blood drive which was very successful. She expressed hope that the commission would have a response to the gun violence in Atlanta and asked what the city could do to support those who were affected by racism and other issues.

Commissioner Robinson: congratulated all the commissioners on having been elected by a large turnout of voters. He stated that working with the SDPBC showed what could be accomplished by working together. He expressed hope that the Downtown merchants would be able to participate in the meeting and reported that soccer scholarships would be available for the soccer program. He stated that the pool issue would be addressed and suggested a conservation fund for homes that were not energy efficient. He showed the CRA brochure featuring photographs and descriptions of their recent projects. He wished everyone a Happy Easter and joyous Passover.

Mayor Resch: thanked all of the volunteers who helped get the new commissioners elected and staff for their enthusiasm. She said that she had attended the Bryant Park Neighborhood Association and that the commission would work on the issues that residents had discussed. She stated that the Gulfstream Hotel was moving forward, which was very exciting; she requested that the project use as many local residents as possible. She stated that customer service needed to ramp up to ensure that the phones were answered. She requested that the city hold a celebration of diversity during the winter and that the commissioners visit the schools in their districts.

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

Tammy Panza thanked the commissioners for taking up a thankless job and suggested that city businesses be listed on the website.

Cliff Kohlmeyer said that something had to be done about the homeless situation.

Todd Townsend requested that the commission not approve the CRA's proposed project next to Toojay's.

Marshall Pass congratulated the commission, urged residents to become involved in their neighborhood associations and said that the NAPC was there to support the commission.

Deborah Andrea, City Clerk, read the comments submitted by the following individuals:

Matthew Brennan wrote to ask how the new mayor and commissioners planned to address an uneven code enforcement system.

Deidre Walker-Puryear wrote that the city's elders should stop being targeted.

Audrey Locker wrote to express concern about the excessive fines being charged to seniors living at Palm Beach Mobile Home Park.

Noam Brown wrote in opposition to the targeting of lower income residents by code compliance.

Cara Jennings read her own comment via zoom, congratulating the new commissioners on their historic win and saying that issues such as code enforcement could not wait for six months.

City Clerk Andrea read the comments submitted by the following individuals:

Heidi Mehaffey, Esq. on behalf of Holiday II Mobile Home Park, wrote that those residing at Holiday II Mobile Home Park hoped that the new commissioners would stem the unlawful overreach of code enforcement.

Panagioti Tsolkas wrote that the city needed to stop fining the mobile home park residents.

Reinaldo Diaz wrote that the commission should be an active participant in LOSOM (Lake Okeechobee System Operating Manual), the policy that dictated how Lake Okeechobee water was managed.

Mayor Resch asked when the zoning or land use changed at Holiday Mobile Home Park and wanted to examine the issue further.

City Manager Bornstein replied that some of the statements were incorrect and he would provide the information to the commission.

Commissioner Malega stated that there was a program called Neighbors Helping Neighbors that could assist seniors with small code violations.

Commissioner McVoy agreed that the city needed to speak up about Lake Okeechobee. He asked staff for an economic study about the small businesses on Dixie Highway.

**APPROVAL OF MINUTES:**

There were no minutes on the agenda.

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

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve the Consent Agenda.

- A. Resolution No. 09-2021 – FY 2022 Library Services and Technology Act (LSTA) Grant Application
- B. Amendment #1 with AE Engineering for additional professional CEI Services
- C. (moved to New Business E) Task Order No. 6 with Chen Moore and Associates (CMA) for engineering design services for the District 4 South Palm Park Sea Level Rise Mitigation project

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, McVoy, Stokes and Robinson. NAYS: None.

**PUBLIC HEARINGS:**

There were no Public Hearings on the agenda.

**UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

**NEW BUSINESS:**

A. Temporary Downtown Sidewalk Cafe Guidelines

Jamie Brown, Public Works Director, explained that the program was brought forward to help the restaurants extend their frontage to comply with social distancing when restaurants re-opened. He stated that there were no restrictions and parking issues had arisen downtown.

City Manager Bornstein stated that the issues were on city streets and asked if the commissioners wanted to continue or change the program.

Comments/requests summary:

1. Commissioner Robinson said that he wanted to hear from the merchants before voting on the issue and that it should be a work session discussion. He expressed concern that Governor DeSantis had relaxed the guidelines and that there was some abuse of the usage.
2. Commissioner Stokes said that more information was needed before deciding and asked if the merchants could be contacted for their input.
3. Commissioner McVoy stated that he needed more information before he could vote and said that there had not been a big outcry about parking.
4. Commissioner Malega expressed concern about the health and safety of the community and supported reining to curb the free for all downtown; how do the merchants come back in compliance with the mandates. She said that a resolution would be necessary to keep the residents safe.
5. Mayor Resch stated that people were congregating closely at bars and expressed concern about restaurants taking all of the parking spaces. She said that staff suggested extending the barricades, which were mandated by law, until May 31. She recommended limiting the parking spaces to two per restaurant and then discuss the issue at the end of May.
6. Commissioner Stokes said that the guidelines should be enforced, including rules regarding noise, but would not be able to take a stance on extending them to cafes.
7. Commissioner Malega stated that if the spaces were set at two per establishment, it would free up 11 parking spaces immediately.

Mayor Resch asked if there were any public comments.

City Clerk Andrea read the public comment submitted by the following:

Joseph Lipovich, owner of Lilo's Streetfood & Bar, wrote in support of continuing the current parking lot dining program.

Todd Townsend spoke in favor of a one-story parking garage.

Tammy Panza said that sidewalks were important to keep business in the city and suggested a community seating area.

8. Mayor Resch asked staff to reach out to the businesses in the Downtown to ask how they were faring and stated that many restaurants had outside seating.
9. Commissioner Robinson stated that there was a difference in sidewalk depth between the sides of the streets, that some space was excessive and not used.
10. Commissioner Malega said that staff needed to be given direction.

City Manager Bornstein explained that the city was acting under a State of Emergency and if the commission wanted to continue the program, limit the area to two spaces per restaurant or if any other businesses should be included. He said that the program would go away when the State of Emergency was lifted.

11. Commissioner Stokes requested that staff consolidate data from the merchants and have work sessions on more pressing matters.
12. Mayor Resch asked if any parameters had been set.

City Manager Bornstein replied that there had not been any parameters as the city had been trying to assist the restaurants.

Discussion ensued about the necessity for a work session.

Mr. Brown stated that some businesses downtown opposed continuing the program which made it difficult for their establishments.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to extend the program until May 31, limiting the area to two parking spots per establishment on the lettered streets and including all establishments that served food and beverages.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, McVoy, Stokes and Robinson. NAYS: None.

- B. (deleted) First amendment to parking enforcement solutions equipment and related services agreement with IPS Group, Inc.
- C. Agreement with Oracle Elevator for the repairs and upgrades to the PBSO Building elevator

Mr. Brown said that the item was for maintenance of the PBSO offices in a City-owned facility where the main lobby elevator needed a complete upgrade.

City Manager Bornstein explained that the elevator was being funded by the penny sales tax.

Mayor Resch asked if there were any public comments.

City Clerk Andrea read the public comment submitted by the following:

Cara Jennings said that penny sales tax should fund significant public improvements instead of maintenance needs.

Comments/requests summary:

1. Commissioner Robinson said that maintenance items should be discussed in the upcoming budget and suggested that maintenance items be discussed in contract negotiations.
2. Commissioner McVoy stated that cost sharing should be considered when negotiating the new contracts with PBSO and PBFR and opposed using penny sales tax to fund the elevator.

Mr. Brown replied that multiple repairs had been done and PBSO had done many smaller upgrades to the building, but the burden for larger issues fell to the City.

3. Commissioner Stokes asked about the urgency of the issue.

Mr. Brown replied that the elevator had outlived its usefulness and parts were difficult to obtain for repairs.

4. Mayor Resch said that there had been so much deferred maintenance and ADA guidelines had to be complied with. She asked if there was another fund to pay for the elevator.

City Manager Bornstein responded that there was no other source of funds and the elevator had to be replaced.

Mr. Brown said that the elevator had to be replaced due to the ADA issues.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Robinson to approve the Agreement with Oracle Elevator at a cost not to exceed \$117,182.44.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, McVoy, Stokes and Robinson. NAYS: None.

- D. Resolution 10-2021 -- to approve the CRA refinance of loans with PNC Bank for property acquisition

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 10-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY ("CRA") TO ISSUE A LOAN IN THE FORM OF A NOTE IN THE AMOUNT OF UP TO \$3,265,000 TO REFINANCE THE OUTSTANDING PRIOR LOANS OF THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY AS

DESCRIBED HEREIN; AND PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS AND AN EFFECTIVE DATE

Joan Oliva, CRA Director, explained that the CRA was refinancing previous loans for purchases at a lower interest rate which would save money and enable the loan to be repaid a year earlier.

Comments/requests summary:

1. Mayor Resch asked for a list of properties that the CRA had purchased.

City Manager Bornstein said that the requested list of properties had been sent to the commission.

2. Commissioner McVoy stated that he did not want to rush into a decision and needed to be convinced why the item should not be tabled for two weeks.

Ms. Oliva replied that the savings at the higher rate would only be \$20,000 versus \$50,000.

Commissioner Malega said that she understood the urgency and that saving \$50,000 was worthy as the money had already been spent.

3. Commissioner Stokes asked for assurance that restructuring the loan would only affect how much money was being paid.

Ms. Oliva responded affirmatively.

4. Commissioner Robinson said that the CRA was less accountable for the citizen's money.

Mayor Resch asked if there were any public comments.

Richard Stowe requested a list of how the properties were purchased.

Greg Richter said that it was fiscally responsible to refinance the loan.

**Action:** Motion made by Commissioner Robinson and seconded by Commissioner Malega to approve Resolution 10-2021 to approve the CRA refinance of loans with PNC Bank for property acquisition.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, Stokes and Robinson. NAYS: Commissioner McVoy.

- E. (moved from Consent Item C) Task Order No. 6 with Chen Moore and Associates (CMA) for engineering design services for the District 4 South Palm Park Sea Level Rise Mitigation project

Brian Shields, Water Utility Director, iterated that the area had experienced severe flooding and Chen Moore had suggested a stormwater pumping station. He said that they were looking for funding from the state for a 50% match and the task order would get the city to

a shovel ready stage.

Commissioner McVoy expressed concern about spending \$600,000 in one area of the city when many residents throughout the city were affected by sea level rise. He asked if the city should wait to determine a more equitable distribution and if it fit within the City's plan.

Mr. Shields responded that there was a list and the project was most needed and did fit within the master plan; Chen Moore was the consultant on the overall study regarding resiliency. He stated that there was a prioritized list.

Mayor Resch announced that it was the time for public comment.

Greg Richter said that there was a sewer line that was affected by the flooding and urged approval of the project.

City Clerk Andrea read the comment submitted by the following:

Cheryl Raskin wrote on behalf of South Palm Park (SPP) that the award of the agreement related to sea level rise mitigation was the first step for relief and offered assistance from its membership.

Comments/requests summary:

1. Commissioner Malega expressed sympathy for the residents in the area and said that action needed to be taken.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Robinson to approve Task Order No. 6 with Chen Moore and Associates (CMA) for engineering design services for the District 4 South Palm Park Sea Level Rise Mitigation project.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, McVoy, Stokes and Robinson. NAYS: None.

### **LAKE WORTH BEACH ELECTRIC UTILITY:**

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

**Action:** Motion made by Commissioner Robinson and seconded by Commissioner Stokes to approve the Consent Agenda.

- 1) Task Order No. 4 with Power Engineers, Inc. to complete a feasibility study and conceptual design for the Intercoastal Waterway underground distribution line
- 2) (deleted) Agreement with DataProse, LLC for Utility Bill Printing and Mailing Services
- 3) Resolution 06-2021 and Local Funding Agreement with the Florida Department of Transportation for Signalization & Street Lighting Improvements along Dixie Highway between Lake Avenue and Lucerne Avenue

**Vote:**

Voice vote showed: AYES: Mayor Resch and Commissioners Malega, McVoy, Stokes and Robinson. NAYS: None.

**NEW BUSINESS:**

- 1) Task Order No.3 with Power Engineers, Inc., to provide engineering design and construction services for the new 138kV Canal Switchyard

Ed Liberty, LWBEU Director, stated that all three new business items were part of the system hardening and reliability program, the projects were put together by staff and reported on by Stantec as part of the bond financing. He said that the projects were well vetted and were in the public domain. He stated that the switchyard was for a second tie-line to the City, which had outgrown its one tie-line that was insufficient to support the needs of the City. He explained that the city had reached an agreement with FPL to build the tie-line, with the city paying to build the facilities to accept the tie-line; the agreement saved the city \$15 million in costs. He said that the commission was being asked to approve the construction of the station.

Comments/requests summary:

1. Commissioner McVoy said that he would not be comfortable voting on the issues that evening.
2. Mayor Resch asked if FPL stopped at the box.

Mr. Liberty replied that FPL would own everything up to the box and the city would own the box; the city already owned the original tie line. He said that the second tie-line would provide a loop so that there would not be any outages.

3. Commissioner McVoy asked if the million was for both the engineering and construction and what the cost would be for the construction

Mr. Liberty replied that the money was for the engineering and design, plus design oversight, and the cost for construction would be eight million dollars raised through the bond sale; the money could only be used for the construction.

Commissioner McVoy asked for clarification about why the ground system was not included.

Mr. Liberty replied that the construction would be done by another company and that the grounding was already in place. He said that lightning protection would be done and was part of the static system which would be designed separately.

Mayor Resch asked if there were any public comments.

City Clerk Andrea stated that there were no public comments.

**Action:** Motion made by Commissioner Robinson and seconded by Commissioner Malega to approve Task Order No. 3 to Power Engineers, Inc., to complete the engineering design and construction package for the new 138kV Canal Switchyard not to exceed \$1,138,439.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, McVoy, Stokes and Robinson. NAYS: None.

- 2) Work Order No. 7 with The L.E. Myers Co. for 7th Avenue North Circuits Storm Hardening & Voltage Conversion construction services

Mr. Liberty said that the station had a single transformer with the poorest ranked circuits in the City. He said that there was a lot of stress on the system due to the age of the equipment and the work order was to rebuild the station, replace the poles and increase the voltage in the area.

Comments/requests summary:

1. Mayor Resch asked if there would be any interruptions to service.

Mr. Liberty replied that there would be interruptions when the system was converted with notice given to the customers.

2. Commissioner Malega asked if the work could be completed by city staff.

Mr. Liberty replied that the city only had one or two crews available, which would not be adequate to complete the work nor did the city not have the equipment.

Mayor Resch asked if there were any public comments.

City Clerk Andrea stated that there were no public comments.

**Action:** Motion made by Commissioner Robinson and seconded by Commissioner Stokes to approve Work Order No. 7 with The L.E. Myers Co. to complete 7th Ave N substation circuits 0702, 0703, 0704 storm hardening and voltage conversion in the amount not to exceed \$3,576,775.09.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, McVoy, Stokes and Robinson. NAYS: None.

- 3) Work Order No. 8 with The L.E. Myers Co. for 4DR01 Circuit Storm Hardening & Voltage Conversion construction services

Mr. Liberty stated that the conversion was for Palm Beach State College and would cause no power outages at the college. He said that the intent was for the campus to expand.

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Work Order No. 8 with The L.E. Myers Co. for 4DR01 Circuit Storm Hardening & Voltage Conversion construction services.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, McVoy, Stokes and Robinson. NAYS: None.

**CITY ATTORNEY'S REPORT:**

City Attorney Torcivia requested a 45-minute attorney-client session regarding pending litigation in the case of the city versus FEMA on April 6, 2021 at 5:00 PM.

**CITY MANAGER'S REPORT:**

City Manager Bornstein provided the following report:

- Thanked the commission for their comments regarding pacing themselves and the organization;
- Stated that the new commissioners had received volumes of information and would have to undergo multiple trainings as well as keeping abreast of the legislative session and the budget process;
- Said that he would work with the commissioners to develop a work session schedule to discuss various issues; the pace would be accelerated since the run-off election was over;
- Asked that the commission be patient with staff as they worked to get all the information to them, including the PBSO contract if the intention was to negotiate;
- Opined that the meeting was very productive, but it would take time to get where the commission wanted to go;
- Reported that the city was working with PBC and FoundCare to administer the Johnson & Johnson vaccine via walk-up/drive-through components; he expressed pride in staff for being responsive to people's needs during the pandemic.

City Attorney Torcivia stated that each commissioner had been provided with information about the Sunshine Law and expressed the intent in having a presentation about the Sunshine Law; the commissioners could talk or text with each other about anything other than LWB business.

Mayor Resch asked about the all-day training. City Manager Bornstein answered that he would get the information from the League of Cities regarding training for newly elected officials.

**ADJOURNMENT:**

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 9:37 PM.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, McVoy, Stokes and Robinson. NAYS: None.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

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Deborah M. Andrea, CMC, City Clerk

Minutes Approved: April 20, 2021

**MINUTES  
CITY OF LAKE WORTH BEACH  
REGULAR MEETING OF THE CITY COMMISSION  
CITY HALL COMMISSION CHAMBER  
TUESDAY, APRIL 6, 2021 - 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:06 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

**ROLL CALL:** Present were Mayor Betty Resch; and Commissioners Sarah Malega, Christopher McVoy, Kimberly Stokes and Herman Robinson. Also present were City Manager Michael Bornstein, City Attorney Glen Torcivia and City Clerk Deborah M. Andrea.

**INVOCATION OR MOMENT OF SILENCE:** led by Commissioner Sarah Malega.

**PLEDGE OF ALLEGIANCE:** led by Commissioner Kimberly Stokes.

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

There were no changes to the agenda. Deborah Andrea, City Clerk, clarified that Presentation E, regarding the CDBG funding, would only be a presentation without a vote.

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

A. Presentation by Ms. Elena Villani, Principal of Highland Elementary School

Principal Villani gave an overview of the school history and the student, teacher and support staff demographics. She spoke about highlights including the in-house K-5 dual language program, VPK and Head Start, World Class Music Program, Florida Department of Environmental Protection Green Apple School and Green School of Excellence. She listed the partnerships and grants such as the FAU AIT Program, the Guatemalan Mayan Center Partnership for Afterschool Program, Adopt-a-Family, TeamWork USA, Ventus Charitable Foundation and Pew Grants and the barriers to success the school faced including ELA/math/writing/science proficiency, teacher retention and support, kindergarten and school readiness, the transient population and attendance. She said that opportunities for growth would be continuing professional development and coaching for all teachers, continuing oral language and vocabulary development with all students and aligning interventions with areas of weakness. She requested donations for the students to earn prizes and treats and vinyl banners promoting their Positive Behavior Matrices, teacher recognition and appreciation, arranging for artists to paint murals on campus and a new marquee.

B. Presentation by Dr. Ana Arce-Gonzalez, Principal of South Grade Elementary School

Principal Arce-Gonzalez gave a brief history and background of the school and spoke about its unique strengths such as its culture and climate – model school gold status, the K-5 dual language program, PBCSD VPK, opportunities for student affiliations with band, FAU band camp, PBSO Partners and clubs i.e. student wellness, chorus, band, soccer and board

game. She listed the multiple partnerships and grants and enumerated the school's strengths including 90% of students were attending in person, the school had attained Model School Gold Status (PBS), and FY19 NGSS Science results increased three percent compared to FY21. She spoke about student demographics and stated that their barriers were the high number of newcomers and migrant students, a transient population, attendance and loss of instruction due to student migration and the pandemic and teacher capacity of teaching to the intended rigor of the standard. She said that continuing to develop capacity in meeting the needs of ELL and SWD students, ensure the right interventions were in place to increase student gains, continuing oral language development with all students and increasing student engagement to include experiential learning were among the opportunities for growth.

C. Presentation by Mary Lindsey regarding the city Library and Little Free Libraries

Mary Lindsay congratulated LWB's library on 80 years of service on North M Street and announced that April 5-9 was National Library Week. She showed pictures of the library, said that half of the residents had a library card and suggested that everyone join the Friends of the LWB library. She showed a photograph of the section of the Unity Wall that the library had funded and said that the library had passed 500,000 books.

D. Proclamation denouncing racism against Asian-Americans

Mayor Resch read the proclamation denouncing racism against Asian-Americans and presented it to members of the Bangladeshi-American Democratic Club.

D. Fiscal Year 2021-2022 Community Development Block Grant Funding (CDBG)

Jerry Kelly, Grants Analyst, explained that the purpose of the Community Development Block Grant Program was to provide communities with resources to address a wide range of unique community development needs and that the U. S. Department of Housing and Urban Development awarded grants to entitlement communities to carry out a wide range of community development activities. He listed the eligible uses, including roadway and sidewalk improvements, parks and recreational facilities, community centers and public facilities; and code enforcement serving an existing CDBG Target Area. He announced that eligible activities must address one of the three National Objectives, such as benefit low and moderate income persons, prevention of slums or blight or address community development needs having an immediate threat to the health or welfare of the community for which other funding is not available. He iterated that the FY 2021-2022 CDBG funds were approximately \$266,560, subject to availability from HUD and approval of the Board of County Commissioners, and the city could only submit one application. He displayed a map of the targeted area and said that there would be a public meeting on Thursday to discuss three proposed projects. He said that a CDBG item would be brought before the commission on April 20.

Commissioner Malega asked if any other options would be available other than the proposed three.

Mr. Kelly answered that it would be the commissioners' decision and other options could be considered.

Commissioner Stokes asked for clarification of the allowable uses and how the County determined the city's share of the funds.

Mr. Kelly responded that the County had wanted only capital improvement projects in the past and then changed to allow a new application each year for funding.

**DESIGNATION OF APPOINTMENTS:**

A. Appointment of Vice Mayor and Vice Mayor Pro Tem

Mayor Resch asked Commissioner Robinson if he would be interested to serve as Vice Mayor as he was the elder statesman on the commission.

Commissioner Robinson responded that he would be honored.

Commissioner McVoy said that he would be willing to serve as Vice Mayor based on his experience on the commission in the past.

Commissioner Malega said that she would be interested in serving as Vice Mayor Pro Tem.

**Action:** Motion made by Commissioner Robinson and seconded by Commissioner Malega to appoint Commissioner Robinson as Vice Mayor.

**Vote:** Voice vote showed: AYES: Mayor Resch and Commissioners Malega, McVoy, Stokes and Robinson. NAYS: None.

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to appoint Commissioner Malega as Vice Mayor Pro Tem.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

B. Appointment of commissioners to various organizations:

Mayor Resch asked for permission to add the Education Task Force as the sixth organization with Commissioner Stokes serving as the liaison.

Commissioner Stokes stated that she would be interested.

Commissioner McVoy spoke in support of Commissioner Stokes as Education Task Force liaison and expressed interest in serving on the TPA.

Mayor Resch said that she would like to be the CRA liaison as did Commissioner Malega.

Commissioner Stokes requested more time to learn about what roles the liaisons would play.

Commissioner Malega stated that healing was needed between the residents and the CRA and she had the experience to serve.

Mayor Resch said that she would bring a fresh eye to the CRA.

Vice Mayor Robinson said that he would serve as NAPC liaison if Commissioner Malega was not interested.

Commissioner Malega said that Vice Mayor Robinson should continue to serve. Mayor Resch asked who would be interested in serving as TCRPC liaison.

Vice Mayor Robinson said that he would be interested.

1. Transportation Planning Authority

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Stokes to appoint Commissioner McVoy to serve as liaison to the Transportation Planning Authority.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners McVoy and Stokes. NAYS: Commissioner Malega.

**Action:** Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to appoint Commissioner Malega as alternate liaison to the TPA.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

2. Palm Beach County League of Cities

**Action:** Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to appoint Mayor Resch to serve as liaison to the Palm Beach County League of Cities.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

3. Treasure Coast Regional Planning Council

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Stokes to appoint Vice Mayor Robinson to serve as liaison to the Treasure Coast Regional Planning Council.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

4. Community Redevelopment Agency

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to appoint Mayor Resch to serve as liaison to the Community Redevelopment Agency.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

5. Neighborhood Association Presidents' Council

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to appoint Commissioner Malega to serve as liaison to the Neighborhood Association Presidents' Council.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

6. Education Task Force

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner McVoy to appoint Commissioner Stokes to serve as liaison to the Education Task Force.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

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

City Clerk Andrea read the comment submitted by the following:

Catherine Kohlmeier wrote that the CRA liaison would provide needed oversight.

**COMMISSION LIAISON REPORTS AND COMMENTS:**

Commissioner Malega: thanked Lauren Bennett and her staff for having an online volunteer sign up for the food distribution. She announced that there would be a clean up for Royal Palm Neighborhood Association.

Commissioner McVoy: stated that several commissioners had attended a public health event to give information about vaccinations. He reported that he had met with staff regarding growth in the city versus resiliency and carbon footprint. He said that the commission had a leadership role and were proactive.

Commissioner Stokes: said that she had attended the prayer, which was wonderful and she had received her vaccination; she urged residents to continue to wear masks and get their vaccinations. She said that she would be following legislation in Tallahassee.

Vice Mayor Robinson: told residents to speak out against hate speech and said that he looked forward to upcoming work sessions. He asked residents to fill out applications for the city's advisory boards.

Mayor Resch: asked if some work session dates could be set up at the end of the meeting. She announced that she had received her first vaccine.

Commissioner McVoy left the meeting at 7:35 PM and returned at 7:37 PM.

**APPROVAL OF MINUTES:**

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Stokes to approve the following minutes:

- A. Regular Meeting - March 2, 2021
- B. Special Meeting #1 - March 16, 2021
- C. Special Meeting #2 - March 16, 2021
- D. Special Meeting - March 25, 2021

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega and Stokes. NAYS: None. ABSENT: Commissioner McVoy.

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

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to approve the Consent Agenda.

- A. Change Order No. 1 with Globaltech, Inc. for Utility Radio System Upgrade Phase 1 project
- B. Proclamation declaring April 2021 as Water Conservation Month
- C. Proclamation declaring April 2021 as Florida Water Professional Month
- D. Change Order 02 to David Mancini & Sons Inc. for the Park of Commerce Phase 1B Project

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega and Stokes. NAYS: None. ABSENT: Commissioner McVoy.

**PUBLIC HEARINGS:**

There were no Public Hearings on the agenda.

**UNFINISHED BUSINESS:**

There were no Unfinished Business items on the agenda.

The meeting recessed at 7:37 PM and reconvened at 7:48 PM.

**NEW BUSINESS:**

- A. Agreement for On-Line Bill Pay services with Automated Merchant Systems, LLC

William Waters, Community Sustainability Director, said there an been an 18-month endeavor to allow for online payments by the end of the fiscal year.

Comments/requests summary:

1. Mayor Resch asked what the user fee would be and if it was currently charged.

Mr. Waters responded that there would be a 2.85% credit card fee and credit cards were not currently accepted.

City Manager Bornstein said that the city was negotiating the credit card fees.

2. Commissioner Malega opined that the fee was very low.

Mayor Resch asked if there were any public comments. No one from the public commented.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the Agreement for On-Line Bill Pay services with Automated Merchant Systems, LLC.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

B. Ordinance No. 2021-02 – First Reading – Consideration of the establishment of a residential planned development including a development of significant impact, a major site plan, a conditional use, and sustainable bonus incentives for Golden Road Apartments, which includes 230 residential units

Mayor Resch stated that the item was a quasi-judicial hearing to hear the first reading of Ordinance No. 2021-02 and asked City Attorney Torcivia to read the ordinance.

City Attorney Torcivia read the ordinance by title only.

ORDINANCE NO. 2021-02 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT, LOCATED AT THE NORTHWEST CORNER OF 10TH AVENUE NORTH AND BOUTWELL ROAD CONSISTING OF APPROXIMATELY 6.39 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, THAT IS LOCATED WITHIN THE MIXED USE – WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) THAT INCLUDES THE SPECIFIC DEVELOPMENT STANDARDS DESCRIBED IN EXHIBIT B; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 230-UNIT RESIDENTIAL PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE

Mayor Resch asked if the commissioners had any ex-parte communications to disclose.

Commissioner Malega said that she had not responded to any emails from Mr. Romano and had met with WGI before her election about general projects.

Commissioner McVoy said that he had corresponded with and spoken to Mr. Romano.

Commissioner Stokes stated that she had not had any conversations with any of the parties.

Vice Mayor Robinson reporting attending a zoom meeting with WGI and receiving emails from Mr. Romano.

Mayor Resch said that she did a zoom meeting with WGI and a site visit as well as receiving

many emails from Mr. Romano.

Mayor Resch stated that all those giving testimony in the hearing should stand, raise their right hands, face the City Attorney and be sworn in.

Those giving testimony were sworn in.

Mayor Resch announced that in addition to the applicant, there was an affected party who wished to be heard and under the quasi-judicial rules the city would present first, followed by the applicant and then the affected party, Rodney Romano.

Mayor Resch asked city staff to give the department's presentation.

Mr. Waters spoke about the regulatory documents under the Strategic Plan including the Comprehensive Plan (comp plan) and Future Land Use Map (FLUM), the Land Development Regulations (LDRs), Entitlement Incentive Programs and Guidelines included by reference such as the Major Thoroughfare and Historic Preservation Guidelines. He explained the standards that were examined when considering a new development and said that the intent of a planned development district was to encourage, through height, density and/or intensity incentives, the use of innovative land planning and development techniques to create more desirable and attractive development in the city.

Erin Sita, Community Sustainability Assistant Director, discussed the specifics of the 230-unit multi-family development at the northwest corner of 10th Avenue North and Boutwell Road commonly known as either Golden Roads or Advantis and said that the Planning and Zoning Board had recommended approval by a vote of six to one at their March 3, 2021 meeting. She iterated the request to the commission, recommended by staff, for a Development of Significant Impact, which is required for development with over 100 residential dwelling units, a Residential Planned Development to construct a 230-unit multi-family development, a Major Site Plan for the development of a new multi-family building in excess of 7,500 square feet, a Conditional Use Permit to establish a residential master plan greater than 7,500 square feet and a Sustainable Bonus Program Incentive for an additional 24 feet of height and an additional density of 6 units per acre. She explained the conditions of approval.

Mayor Resch asked the applicant to make its presentation.

Lindsay Libes, Director of PLACE Operations for WGI, Yoan Machado, Project Manager for WGI and Brian Seymour, Attorney, Gunster Law Firm, spoke as the agents for the applicant. Ms. Libes listed the project team and went over the existing location, existing FLU and zoning, the existing approved site plan from 2018, and the permitted and conditional uses for MU-W (mixed-use west). She stated that the proposed development would be built in one phase of 230 multifamily apartments, a 3875 square foot clubhouse and 379 parking spaces. She said that the community would be gated and the developer would immediately build a six-foot high post and panel wall along the north and northeast portion as requested during the neighborhood meeting on February 25, 2021. She compared the proposed elements with the maximum allowed and the plans from 2018 to 2021. She said that there had been a full traffic analysis showing that the project met FDOT and PBC standards and showed renderings of the planned buffers and community. She announced that the project met all of the rezoning criteria for a residential planned development, that no waivers nor variances had been requested and discussed the value

that would be added to the city.

Commissioner Malega asked what the rents would be for the different sized apartments.

Navish Chawla of WGI, replied that one-bedrooms would be \$1275-\$1350 and two-bedrooms from \$1450-\$1700.

Mayor Resch asked Rodney Romano, the affected party, to make his presentation.

Mr. Romano stated that residents had never agreed with adding so much more traffic to 10th Avenue North nor with so much traffic, density and height for the project. He stated that the city had created MU-W solely for the project, increasing zoning from eight to 30 units per acre and a 30 foot height limitation and now the successors asked for even more; he was unable to find the history that allowed for more than a doubling of height for a few internal amenities. He iterated that every public record reflected their adamant opposition from the beginning to the traffic concerns, the height and the density. He said that higher density and height toward 10th Avenue were reasonable as the other buildings were set far enough away from the single family residential area, but did not understand so much density had to be packed in. He told the commission that they had ample reason to reject the application outright for traffic issues alone; even if the County allowed the additional traffic, further congesting 10th Avenue would not be right nor good for the City.

Mayor Resch asked City Clerk Andrea if there were any public comments.

City Clerk Andrea read the public comments submitted by the following:

Catherine Kohlmeyer wrote that the city needed more affordable housing.

Nick Paliughi wrote that the city should strongly consider affordable housing requirements for any new developments being proposed.

Matthew Brennan wrote in favor of Golden Road Apartments.

Richard Stowe wrote in opposition to the development due to the projected traffic that would adversely affect 10<sup>th</sup> Avenue North.

Peter Pascal wrote that the property should be fenced to address the homeless people camping there.

Mayor Resch asked if city staff had any questions for the applicant or affected parties.

Ms. Sita replied that staff had no questions.

Mayor Resch asked if the applicant had any questions for city staff or the affected party.

Mr. Seymour questioned Mr. Romano about his qualifications related to property development, if he was aware that the property had approval for a build out through 2022 and about the allowable uses.

Mayor Resch asked if the affected party had any questions for the applicant or city staff.

Mr. Romano waived his right to question.

City Clerk Andrea stated that someone was waiting virtually to comment.

Jeremiah Romano stated that he was an affected party and was sworn in. He voiced his concerns about adding more residents to the city and increasing the crime rate of one of the most dangerous cities in the country.

Ms. Sita stated that Mr. Jeremiah Romano did not register in time to be an affected party so his comment was more of a public comment.

Mayor Resch asked if the commissioners had questions for Rodney Romano and there were no questions.

Mayor Resch closed the public hearing and asked the commissioners to discuss the request.

Comments/requests summary:

1. Commissioner Malega asked about pricing for the three-bedroom units and if there were elevators in all buildings or security cameras. She said that safety and security would be very important for the development and the surrounding areas; she requested that everyone get a video doorbell and that security cameras be added. She asked about the landscaping regarding privacy and if some of the trees could be saved as well as if the three-story buildings could be lowered to two-story.

Ms. Libes replied that there would be eight three-bedrooms renting for more than \$1700. She said that there would be an elevator in the five-story building, but not in the three-story buildings.

The applicant agreed to installing video doorbells in all units plus adding security cameras and that the plan could be brought back at second reading with two-story buildings.

Ms. Sita responded that the northern property line would have pine trees to provide screening and habitat.

2. Commissioner McVoy asked about the water treatment to protect the outflow to the canal and said that all of the lights be moved to 2700 to comply with the code.

Ms. Libes said that all stormwater would be held underground and treated on site.

Mr. Seymour stated that the water moved into the tanks and was filtered out and that Commissioner McVoy could meet with the engineer before the second reading.

Ms. Sita reported that there was no regulation for dark skies, that it was a best practice.

Commissioner McVoy asked if there were any offsite components to the sustainable bonus.

Ms. Libes responded that there would be a bus shelter on 10<sup>th</sup> Avenue North, a sidewalk

and the dedication of a potential right-of-way to the city at its appraised value.

Commissioner McVoy stated that he was interested in sustainable bonuses that would benefit the entire city. He asked for the plan to ensure that the permeable materials would remain permeable.

Ms. Libes responded that the building would be green certified and there would be electric charging stations. She stated that the permeable material would be replaced immediately if it coked up.

Mr. Seymour stated that the conditions would stay with the property, no matter who owned it, SFWMD would oversee the water discharge and the city's code compliance would issue a violation.

Ms. Libes said that covered parking could be included for the second reading.

3. Commissioner Stokes asked for clarification around the traffic issues, if the study was based on the current conditions or the future configuration.

Commissioner Malega left the meeting at 9:28 PM and returned at 9:34 PM.

Mr. Seymour answered that the future configuration was not included in the study; all of the county regulations were followed.

Commissioner Stokes asked about the sustainable bonus incentives. She said that she was in favor of adding more housing units to the city, questioned why other types of housing had not been included and what would prevent the rates from being raised.

Ms. Libes replied that the rental rates were in line with what the county considered to be workforce housing.

Mr. Seymour stated that the apartments did not have the amenities that would demand an increase in rates.

Commissioner Stokes requested more shade trees in the parking lots rather than carports. She asked if there could be more incentives added outside of the community.

Mr. Seymour stated that the goal was to reach workforce housing rents and the amenities had to be considered to keep the rent from trending up.

Commissioner Stokes encouraged having two-story buildings rather than three-story.

Commissioner McVoy left the meeting at 9:38 PM and returned at 9:40 PM.

4. Vice Mayor Robinson stated that roads developed as people moved to south Florida. He suggested having a shuttle service from several developments to the downtown to help with traffic. He asked if there would be manned security or just cameras.

Mr. Seymour responded that there would be monitored cameras, but manned security could be added if deemed necessary.

Motion was made to extend the meeting until 11:00 PM.

5. Commissioner Malega asked if there was a study about how much revenue would be projected for the EU.

Mr. Waters replied that the Mid with about 230 units would generate approximately \$100,000 a year.

Discussion ensued regarding the feasibility of a shuttle.

6. Mayor Resch asked if the commission was compelled to have the first reading postponed to allow for the revisions that had been proposed and for the commissioners to meet with the applicant.

City Attorney Torcivia replied that the first reading could be postponed to a date certain or that the applicant could bring back revisions for the second reading. He said that the quasi-judicial hearing could be adjourned and no vote be taken, but no meetings could take place with the applicant.

Mr. Seymour said that the engineering component was very complicated.

The commission agreed that Commissioner McVoy could meet with the engineer.

Mayor Resch expressed concern about the traffic on 10<sup>th</sup> Avenue North when increasing the site from 189 to 230 units.

Mr. Waters answered that the previous project had a commercial component that would have generated more traffic than the proposed development.

Mayor Resch asked why the original plan with the buildings overlooking water was changed to overlook parking.

Commissioner Stokes left the meeting at 10:10 PM and returned at 10:13 PM.

Mr. Seymour replied that the clubhouse and pool were located in the center of the site to allow for each unit to have the same value. He said that he felt that he was up against a losing battle and they were trying to accommodate the neighbors with the redesigns.

Mayor Resch asked if there was guest parking and if the back buildings could be lowered to fit better with the surrounding residential area.

Mr. Seymour answered that there would be guest parking, but the parking was unassigned and that the applicant would look at having two-story buildings in the back as well as the covered parking and other suggestions from the commission.

7. Commissioner McVoy made suggestions for the canal and other variable native plants.

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to continue the hearing until April 20, 2021.

**Vote:**

Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

- C. Ordinance 2021-01 - First Reading - Consideration of an ordinance to Chapter 23 “Land Development Regulations” regarding changes to allow for takeout establishments by zoning district and to clarify that only one (1) continuance is permitted for all affected parties to ensure that the city does not run afoul of development review time limitations for local governments as set forth in Florida law, and several minor amendments related to definitions and use review processes

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2021-01 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND DEVELOPMENT REGULATIONS,” ARTICLE 1, “GENERAL PROVISIONS,” DIVISION 2 “DEFINITIONS,” SECTION 23.1.12 “DEFINITIONS” TO ADD AND CLARIFY USE DEFINITIONS; ARTICLE 2, “ADMINISTRATION”, DIVISION 2 “PROCEDURES,” SECTION 23.2-16 “QUASI-JUDICIAL PROCEDURES” TO UPDATE AND CLARIFY PROVISIONS RELATED TO AFFECTED PARTIES; AND AMENDING DIVISION 1 “GENERALLY,” SECTION 23.3-6 “USE TABLES” TO ALLOW FOR TAKE OUT ESTABLISHMENTS BY ZONING DISTRICT AND TO MODIFY THE ZONING DISTRICT AND REVIEW PROCESS FOR SEVERAL USES; AND ADDING A NEW SECTION 23.4-23 – “TAKE OUT ESTABLISHMENTS” TO CREATE DEVELOPMENT REVIEW STANDARDS FOR TAKE OUT ESTABLISHMENT USES; AND PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE

Ms. Sita explained that the ordinance addressed changing market conditions, minor housekeeping modifications and clarified that the intent of the recently adopted affected party continuance provisions was to allow for one (1) continuance for all affected parties as consistent with time limitations set forth in Florida law. She summarized the amendments in each exhibit to add and modify definitions to clarify several existing uses, to define the new use, “Take-out Establishments”, clarified that only one continuance is permitted for all affected parties, amended the city’s use tables to allow for take-out establishments by zoning district, modified the review process for several existing uses and added a new notation that residential uses, except for single-family and two-family uses, greater than 7,500 sf would require a conditional use permit approval.

Comments/requests summary:

1. Mayor Resch asked about continuances.

Ms. Sita replied that that an applicant or affected party had the right to request a continuance which would be granted by right, further requests could be granted by a Board at its discretion.

Mr. Waters explained that the ordinance clarified that affected parties were granted a continuance by right and that any other requests would be up to the Board to allow.

Mayor Resch asked if there were any public comments. No one from the public commented.

2. Commissioner Stokes said that the language was inconsistent and asked that it be firmed up.

Ms. Sita said that the word “request” could be removed for the second reading. She stated that affected parties were attempting to kill a project with multiple continuances, which was a violation of due process in the Florida Statutes.

3. Commissioner Malega asked if medical offices in exhibit A included medical marijuana dispensaries.

Mr. Waters said that it did.

4. Commissioner Stokes inquired about takeout establishments as some restaurants had takeout windows.

Ms. Sita responded that the addition of takeout establishments was to make the downtown more walkable and to give relief to takeout establishments while maintaining the character downtown.

**Action:** Motion made by Commissioner Malega and seconded by Vice Mayor Robinson to approve Ordinance No. 2021-01 on first reading and to schedule the second reading and public hearing for April 20, 2021.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

- D. Task Order No. 7 with Craven Thompson & Associates, Inc. for construction phase engineering services for the 2-inch Watermain Replacement Phase 5&6 Project

Brian Shields, Water Utility Director, explained that the contractor would be inspecting the final phases of the project.

Comments/requests summary:

1. Commissioner Malega asked if the affected residents would be notified.

Mr. Shields responded that there would be door hangers for the residents.

Mayor Resch asked if there were any public comments. No one from the public commented.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Task Order No. 7 with Craven Thompson & Associates, Inc. for construction phase engineering services for the 2-inch Watermain Replacement Phase 5&6 Project.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

- E. Agreement with Amici Engineering Contractors, LLC for construction of the 2-inch Watermain Replacement Phase 5&6 Project

**Action:** Motion made by Commissioner McVoy and seconded by Commissioner Malega to approve Agreement with Amici Engineering Contractors, LLC for construction of the 2-inch Watermain Replacement Phase 5&6 Project.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

F. Third Amendment to Agreement with USP Technologies for Wastewater Odor Control Chemicals and Services

Mr. Shields explained that the item was a piggyback to the contract with Boynton Beach to procure chemicals for odor control throughout the collection system.

Comments/requests summary:

1. Commissioner Stokes asked why the price had increased.

Mr. Shields answered that costs related to supply chain issues and deliveries had increased nationwide and FY 21 was halfway over.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Third Amendment to Agreement with USP Technologies for Wastewater Odor Control Chemicals and Services.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

G. First amendment to parking enforcement solutions equipment and related services agreement with IPS Group, Inc.

Lauren Bennett, Leisure Services Director, reported that the city had gone to bid on parking meter and related services in 2018.

City Manager Bornstein explained that the parking revenue would cover the increased cost.

Comments/requests summary:

1. Commissioner McVoy asked if user data was collected and used.

Ms. Bennett answered that the data was collected and used.

2. Commissioner Malega asked if there was an additional cost for credit cards.

Ms. Bennett stated that the cost was built in.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the First amendment to parking enforcement solutions equipment and related services agreement with IPS Group, Inc.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

H. Resolution No. 13-2021 – Community Project Funding (CPF) Emergency Operation Center (EOC) Grant Application

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 13-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVES AND AUTHORIZES THE SUBMISSION OF AN APPLICATION FOR FUNDING UNDER THE FISCAL YEAR 2022 COMMUNITY PROJECT FUNDING: HOMELAND SECURITY EMERGENCY OPERATION CENTER GRANT PROGRAM ACCOUNT IN THE AMOUNT OF \$2,000,000 FOR CONSTRUCTION OF A MUNICIPAL EMERGENCY OPERATION CENTER; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES

Jamie Brown, Public Works Director, explained that State Senator Lois Frankel implemented the Community Project Funding initiative with the caveat that a project had to be shovel ready or close to shovel ready to receive funding; the new public works/fleet building was currently in design with an EOC component. He stated that the item required a resolution to be submitted with the application for the April 9 deadline; \$2 M was being requested with the city being responsible for \$500,000 in costs.

Comments/requests summary:

1. Commissioner Malega asked that plans be provided in the future.

Mayor Resch asked if there were any public comments. No one from the public commented.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve Resolution No. 13-2021 authorizing the submission of an application for funding under the Community Projects Funding: FY 2022 Homeland Security Emergency Operation Center Grant account for the construction of the City’s emergency operation center.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

**Action:** Motion made by Vice Mayor Robinson and seconded by Commissioner Malega to extend the meeting for another hour.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

I. Resolution No. 14-2021 – Community Project Funding CRA Small Business Quick Action Emergency Grant Program Application

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 14-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, APPROVES AND AUTHORIZES THE SUBMISSION OF AN APPLICATION FOR FUNDING UNDER THE FISCAL YEAR 2022 COMMUNITY PROJECT FUNDING FISCAL YEAR 2022 TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT ACCOUNT IN THE AMOUNT OF \$400,000 FOR THE LAKE

**WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY SMALL BUSINESS QUICK ACTION EMERGENCY GRANT PROGRAM; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES**

Commissioner Malega explained that the item was an ask was for \$400,000 city-wide from Senator Frankel's CPF funding with the CRA adding \$100,000 and overseeing the distribution.

**Action:** Motion made by Commissioner McVoy and seconded by Vice Mayor Robinson to approve Resolution No. 14-2021 authorizing the submission of an application for funding under the Community Projects Funding: FY Transportation, Housing and Urban Development Grant account for the Lake Worth Beach CRA Small Business Quick Action Emergency Grant Program.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

**J. Agreement with Stantec Consulting Services, Inc for Comprehensive Sustainability Analysis for the city for the FY 2022 Budget not to exceed \$125,119.00**

City Manager Bornstein explained that Stantec had done the modeling for the EU's rate structure years ago and the scope had expanded to modeling all of the city funds as a budgeting tool.

Comments/requests summary:

1. Commissioner McVoy said that the modeling was very helpful and was in favor of continuing. He asked if the EU was included.

City Manager Bornstein answered that the modeling included all funds.

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to approve the Agreement with Stantec Consulting Services, Inc for Comprehensive Sustainability Analysis for the city for the FY 2022 Budget not to exceed \$125,119.00.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

**K. City of Lake Worth Beach Food Drive**

Ms. Bennett said that the item was a joint one with Public Works. She iterated that Special Events had only two staff members who also had to deal with all city functions and they were being stretched very thin. She requested changing the distribution to the first and third Tuesdays of the month.

Comments/requests summary:

1. Commissioner Malega asked what time the distribution had ended that day.

Ms. Bennett replied that distribution had ended at 9:30, earlier than usual.

2. Commissioner Stokes said that she would favor continuing the distribution on a weekly basis if staff could be given relief through the end of the month and looking for more volunteers. She inquired about the time to put up and take down the tents.

Ms. Bennett said that the tents were very large and took a crew four hours to assemble and take down the tents.

Mr. Brown stated that set up began at 6:30 AM and staff was on site to break down the boxes during the distribution.

3. Vice Mayor Robinson asked if walk ups could be accommodated.

Ms. Bennett said that it would be dangerous to have people walking up and would require additional logistics and staff to add that component. She said that staff and volunteers were on standby if the commission decided to continue the weekly distribution.

4. Commissioner McVoy suggested keeping it weekly through the end of April to see if the demand had fallen.

**Action:** Motion made by Commissioner Stokes and seconded by Vice Mayor Robinson to continue weekly distribution through April 30 and then bring the item back.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

### **CITY ATTORNEY'S REPORT:**

City Attorney Torcivia requested a 45-minute attorney-client session regarding pending litigation in the case of the city versus FEMA on April 27, 2021 at 5 PM.

### **CITY MANAGER'S REPORT:**

City Manager Bornstein provided the following report:

- There would be a work session following the regular meeting on April 20 to discuss the Capital Improvement Plan (CIP), American Rescue Plan Act (ARPA) funding and the penny sales tax;
- There could be a work session following the EU meeting on April 27 or on May 6 to discuss the Strategic Plan, Comp Plan and strategic processes with the goal of having the commission ready for the budget work sessions beginning on June 3.

Commissioner Malega asked when the commission would receive the financial information from last year.

City Manager Bornstein replied that the documents were being prepared for the commission.

Bruce Miller, Financial Services Director, said that he could provide an update.

Commissioner McVoy requested an overview of the large amounts of money coming in and

going out in pie chart form.

- City Manager Bornstein submitted his letter of resignation via email, which would go into effect in sixty days. He said that it had been an honor; he had told his wife he would be with the city for five years, and it had been nine years.

Commissioner Stokes thanked City Manager Bornstein for all of the positive things that had been accomplished under his stewardship.

Mayor Resch expressed shock at the resignation and said that there should be a discussion on replacing the City Manager.

**ADJOURNMENT:**

**Action:** Motion made by Commissioner Malega and seconded by Commissioner McVoy to adjourn the meeting at 11:28 PM.

**Vote:** Voice vote showed: AYES: Mayor Resch, Vice Mayor Robinson and Commissioners Malega, McVoy and Stokes. NAYS: None.

\_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

\_\_\_\_\_  
Deborah M. Andrea, CMC, City Clerk

Minutes Approved: April 20, 2021

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 20, 2021

**DEPARTMENT:** Community  
Sustainability/Legal

**TITLE:**

Professional Services Agreement (Special Magistrate Services) with Natalie Green Moore, of NGM Law, P.A.

**SUMMARY:**

This Professional Services Agreement for Special Magistrate Services will provide the City with an additional special magistrate, who will preside over code enforcement hearings and other code enforcement hearings and other applicable matters/hearings (including parking citation hearings) along with the current special magistrates Keith Davis and Myrnabelle Roche. Services will be provided on a rotating basis or when a magistrate is needed for special hearings.

**BACKGROUND AND JUSTIFICATION:**

Pursuant to section 2-63 of the City's Code of Ordinances, the City is required to retain one or more special magistrates to preside over code enforcement hearings and other applicable matters. Currently, the City has two special magistrates but it is being recommended that another special magistrate be contracted with to keep up with Code's work volume. It is also a good policy to have more than two special magistrates to avoid conflicts of interest and scheduling conflicts.

Attached is the proposed Professional Services Agreement for Special Magistrate Services with Natalie Green Moore of NGM Law, P.A.

**MOTION:**

Move to approve/disapprove the Professional Services Agreement for Special Magistrate Services with Natalie Green Moore of NGM Law, P.A.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A  
Contract  
Resume

**PROFESSIONAL SERVICES AGREEMENT**  
**(Special Magistrate Services)**

**THIS AGREEMENT** (“Agreement”) is entered into by and between the **City of Lake Worth**, a Florida municipal corporation (“City”) and **Natalie E. Green Moore, Esq.**, an attorney licensed to practice law in the State of Florida (“Special Magistrate”), effective this \_\_\_\_ day of \_\_\_\_\_, 2021.

**RECITALS**

**WHEREAS**, the City is in need of special magistrate services for its code enforcement hearings, parking hearings, and other related hearings; and

**WHEREAS**, Special Magistrate has notified the City of her interest to serve as a special magistrate; and

**WHEREAS**, the City Attorney reviewed the skill and experience of Special Magistrate and has determined that Special Magistrate is qualified to provide the special magistrate services to the City; and

**WHEREAS**, the purpose of this Agreement is to set forth certain terms and conditions for the provision of the services to be provided by Special Magistrate 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 Special Magistrate agree as follows:

**SECTION 1: INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Agreement as true and correct statements.

**SECTION 2: SPECIAL MAGISTRATE’S SERVICES.** Special Magistrate shall serve as a special magistrate for code enforcement hearings and other related hearings. The City will notify Special Magistrate of such hearings and the dates upon which the City seeks Special Magistrate to serve. This is not an exclusive contract. The parties agree that Special Magistrate shall serve in an ex officio capacity if Special Magistrate serves other local governments as a special magistrate, and that such service to other local governments does not create duties inconsistent with serving as the special magistrate to the City.

**SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP.** No relationship of employer or employee is created by this Agreement, it being understood that Special Magistrate will act hereunder as an independent contractor and none of the Special Magistrate’s, officers, directors, employees, independent contractors, representatives or agents performing services for Special Magistrate 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 Special Magistrate 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 is for one year with three (3) one (1) year extensions. The extensions may be exercised by the City Manager on behalf of the City.

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 prior 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 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 Special Magistrate of such occurrence and either the City or Special Magistrate 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. City shall pay Special Magistrate for all services provided up to the date of termination.

#### **SECTION 5: COMPENSATION.**

a. Payments. The City agrees to compensate Special Magistrate for services provided in the amount of One Hundred Ninety Dollars (\$190.00) per hour. The Special Magistrate shall not charge for travel time to and from the hearings. However, reasonable expenses, including mileage (IRS rate) and copy charges (.10 per page), are acceptable.

b. Invoices. Special Magistrate shall render invoices to the City for services that have been rendered in conformity with this Agreement in the previous month. Invoices will be reviewed and normally paid within thirty (30) days following the City's receipt of the Special Magistrate's invoice. Invoices shall be submitted to:

City of Lake Worth  
Attn: Finance Department  
7 N. Dixie Highway  
Lake Worth, FL 33460

With a copy (via mail or email) to:

Torcivia, Donlon, Goddeau & Rubin, P.A.  
701 Northpoint Parkway, Suite 209  
West Palm Beach, FL 33407

If the City has questions or concerns regarding an invoice, it will notify Special Magistrate regarding the same within ten (10) days of receiving the invoice. The City will then pay the invoice within thirty (30) days of resolving the outstanding issues.

**SECTION 6: COMPLIANCE.** 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.

**SECTION 7: 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 8: 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 9: AUTHORITY TO PRACTICE.** Special Magistrate hereby represents and warrants that she has and will continue to maintain all licenses and approvals required to conduct her business and provide the services required under this Agreement, and that she will at all times conduct her 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 10: 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 11: PUBLIC ENTITY CRIMES.** Special Magistrate 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 Special Magistrate will advise the City immediately if it becomes aware of any violation of this statute.

**SECTION 12: NOTICE.** All notices required in this Agreement shall be sent by certified mail, return receipt requested, or by nationally recognized overnight courier, and if sent to the CITY shall be sent to:

City of Lake Worth  
Attn: City Manager  
7 N. Dixie Highway  
Lake Worth, FL 33460

and if sent to the SPECIAL MAGISTRATE, shall be sent to:

Natalie E. Green Moore, Esq.  
10130 Northlake Boulevard Ste 214-188  
West Palm Beach, FL 33412

Email: ngmlaw1@gmail.com

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**SECTION 13: PUBLIC RECORDS.** Special Magistrate shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes (§119.0701), and, if determined to be acting on behalf of the City as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the City to perform the service.
- (b) Upon request from the City's custodian of public records or designee, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of this Agreement and following completion of this Agreement if Special Magistrate does not transfer the records to the City.
- (d) Upon completion of this Agreement, transfer, at no cost, to the City all public records in possession of Special Magistrate or keep and maintain public records required by the City to perform the service. If Special Magistrate transfers all public records to the City upon completion of the Agreement, Special Magistrate shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Special Magistrate keeps and maintains public records upon completion of the Agreement, Special Magistrate shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records or designee, in a format that is compatible with the information technology systems of the City.

**IF SPECIAL MAGISTRATE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SPECIAL MAGISTRATE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION DEBBIE ANDREA,**

**(561) 586-1660 OR [DANDREA@LAKEWORTH.ORG](mailto:DANDREA@LAKEWORTH.ORG) OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH, FL 33460.**

**SECTION 14: ENTIRETY OF AGREEMENT.** The City and Special Magistrate 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 15: 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 16: PREPARATION.** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**SECTION 17: 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 18: PALM BEACH COUNTY IG.** In accordance with Palm Beach County ordinance number 2011-009, Special Magistrate acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. Special Magistrate has reviewed Palm Beach County ordinance number 2011-009 and is aware of her rights and/or obligations under such ordinance.

**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.

ATTEST:

**CITY OF LAKE WORTH BEACH**

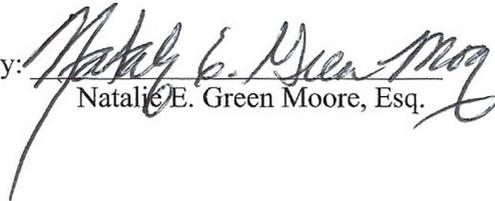
By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

By: \_\_\_\_\_  
Betty Resch, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney  
/phr

**SPECIAL MAGISTRATE:**

By:   
Natalie E. Green Moore, Esq.

# Natalie E. Green Moore

10130 Northlake Boulevard • Ste 214-188  
West Palm Beach, FL 33412 • 561 900-5258  
e-mail: ngmlaw1@gmail.com

## BAR MEMBERSHIP

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Admitted to the Florida Bar in 2013

Admitted to the Bar of the United States District Court for the Southern District of Florida in 2014

## EDUCATION

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***Juris Doctor, Nova Southeastern University Shepard Broad Law Center, Ft. Lauderdale, FL (2012)***

- *Evening Law Student Association, Member*
- *Phi Alpha Delta Law Fraternity, Member*

***Master of Arts, University of Florida, Gainesville, FL***

- *Public Administration Certificate*
- *McNair Graduate Fellowship Scholar*

***Bachelor of Arts, University of Florida, Gainesville, FL***

- *Political Science Major*
- *National Merit Achievement Scholar*
- *Freshman and Sophomore Honors Program*

## EXPERIENCE

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***Managing Partner, The Law Office of Natalie Green Moore, P.L., West Palm Beach, FL (2014-present)***

- *Practicing in the areas of Land Use, Government and Administrative Law, Real Estate, Probate, Estate Planning, Foreclosure, and Family Law*

***Special Deputy- Florida Department of Economic Opportunity- South Florida Appeals Office (2021-present)***

- *Conduct appellate hearings and issue written determination in state reemployment cases.*

***Special Magistrate-Palm Beach County Government, Palm Beach County, FL (2018-present)***

- *Hearing judge for violations of county zoning and land use ordinances for the County's Planning & Zoning Department.*

***Code Administrator, City of Riviera Beach Florida Police Department, Riviera Beach, FL (2001-2017)***

- *Managed City's Code Enforcement Division.*
- *Reviewed site plan and variance applications for conformance with law enforcement objectives and protocols*
- *Drafted authorizing ordinances and administered City's Nuisance Abatement Process (civil prosecution of select criminal violations) for the Police Department.*
- *Drafted authorizing ordinances and oversaw City's transition to Special Magistrate process for hearing of code enforcement cases.*
- *Successfully administered City's first code enforcement foreclosures*
- *Drafted authorizing ordinances and implemented the City's Foreclosure Registry Process for vacant property maintenance and enforcement.*
- *Increased compliance and collection of outstanding code enforcement fines for non-compliance.*

***Director, Neighborhood Programs Division, City of Hollywood, Florida***

- Managed and implemented Neighborhood Master Planning process for City of Hollywood and the citywide neighborhood entryway signage project.
- Managed and administered City's Code Enforcement Division
  - \* Implemented Special Magistrate Process for administering monthly code enforcement hearings

***Supervising Planner, City of Hollywood, Hollywood, FL***

- Conducted monthly Board of Appeals hearings for variances and special exceptions.
- Presented staff recommendation on behalf of City upon review of variance and special exception applications.

***Associate Planner, City of Hollywood, Hollywood, FL***

- Reviewed and approved building plans and occupational licenses for conformance with City's Planning and Zoning Ordinances

**PROFESSIONAL ORGANIZATIONS AND VOLUNTEER WORK**

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- Labor and Employment Relations Association (LERA)- Southeast Florida Chapter - Founding Member and Executive Board Member
- Palm Beach County Bar Association – Member
- Cunningham Bar Association - Member

# EXECUTIVE BRIEF

## REGULAR MEETING

**AGENDA DATE:** April 20, 2021

**DEPARTMENT:** Legal/Risk

**TITLE:**

Approval of Settlement with David Aquilino for \$45,000 (inclusive of attorney's fees and costs)

**SUMMARY:**

This is a request to settle a lawsuit filed by David Aquilino for injuries he sustained in August 2015 while riding his bicycle on North J Street. If approved, the Plaintiff will execute a general release in favor of the City.

**BACKGROUND AND JUSTIFICATION:**

This claim arises out of an accident that occurred on August 24, 2015, when Mr. Aquilino fell off his bicycle after hitting a pothole while trying to avoid a pothole on North J Street (near 5<sup>th</sup> Avenue North). As a result of the fall, Mr. Aquilino sustained injuries to his shoulder, which required surgery. Mr. Aquilino's medical bills totaled over \$65,000 (with potential future care needed) and with out of pocket costs of roughly \$20,000. The roadway was repaired by City staff and ultimately reconstructed as part of the Neighborhood Road Program.

Mr. Aquilino filed his lawsuit on August 2, 2019 against the City and within the applicable statute of limitations. The City was represented by Roberts, Reynolds, Bedard & Tuzzio, PLLC, in the lawsuit, which incurred approximately \$43,000 in attorney's fees and costs in defending the City.

**MOTION:**

Move to approve / not approve settlement with David Aquilino in exchange for a general release.

**ATTACHMENT(S):**

Fiscal Impact

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	0	0	0	0	0
Operating Expenditures	45,000	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 Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
520-1330-513.45-60	Ins/Deduct/Non-Covered Losses		550,000	511,471	45,000	466,471

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 20, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinance 2021-01 - Second Reading - Consideration of an ordinance to Chapter 23 “Land Development Regulations” regarding changes to allow for takeout establishments by zoning district and to clarify that only one (1) continuance is permitted for all affected parties to ensure that the City does not run afoul of development review time limitations for local governments as set forth in Florida law, and several minor amendments related to definitions and use review processes

**SUMMARY:**

Consideration of Ordinance 2021-01 amending Chapter 23 “Land Development Regulations” of the City's Code of Ordinances as follows:

- Article 1, Section 23.1-12 - Definitions
- Article 2, Section 23.2-16 Quasi-judicial Procedures
- Article 3, Section 23-3.6 – Use Tables
- Article 4, [NEW SECTION] Section 23.4-23 – Take Out Establishments

**BACKGROUND AND JUSTIFICATION:**

The subject amendments to the City’s Land Development Regulations (LDR) were drafted to respond to changing market conditions related to an increased demand for take-out services during the Covid-19 emergency and to address several minor amendments to definitions and use review processes. The amendments also include changes related to a new continuance for affected parties that was adopted in 2020 to allow an affected party time to hire legal counsel or a professional services consultant, and as related to neighborhood concerns and new evidence. Per Florida Statute 166.033, local governments have 180 days to actively process applications for development. Therefore, the subject amendments clarify that the intent of Ordinance 20202-14 was to allow only one (1) continuance for all affected parties as consistent with time limitations set forth in Florida law and not one (1) continuance per each affected party. The amendments are summarized below by topic:

**Take-out Establishment Use:** The proposed amendments will create new definitions and development standards related to take-out uses and to identify where such uses are allowed by zoning district in the use table.

**Quasi-judicial Procedures (Continuances):** The proposed amendments will provide clarity on the maximum number of continuances for affected parties as consistent with time limitations set forth in Florida law.

**Minor Amendments:** The proposed amendments are related to the modification and addition of new and existing definitions for heavy equipment rental, truck rental and medical office uses for clarity, and to update review processes for uses in the use table related to museums, art

schools, and art and photography galleries, and to clarify in the use table that residential uses over 7,500 sf are conditional uses.

At the March 3, 2021 advisory board meeting, the Planning & Zoning Board discussed the amendments and recommended unanimously for the City Commission to approve the proposed amendments. At the March 10, 2021 advisory board meeting, the Historic Resources Preservation Board discussed the amendments and also recommended unanimously for the City Commission to approve the proposed amendments.

At the April 6, 2021 City Commission meeting, the City Commission voted unanimously (5-0 vote) to approve the subject ordinance on first reading with the request to clarify language regarding continuances in quasi-judicial proceedings, including that one affected party continuance is by-right. These requested changes are reflected in the attached ordinance.

**MOTION:**

Move to approve/disapprove Ordinance No. 2021-01 on second reading.

**ATTACHMENT(S):**

Ordinance 2021-01  
Use Table Exhibit  
PZB/HRPB Staff Report

1  
2  
3 **ORDINANCE 2021-01 - AN ORDINANCE OF THE CITY OF LAKE**  
4 **WORTH BEACH, FLORIDA, AMENDING CHAPTER 23 “LAND**  
5 **DEVELOPMENT REGULATIONS,” ARTICLE 1, “GENERAL**  
6 **PROVISIONS,” DIVISION 2 “DEFINITIONS,” SECTION 23.1.12**  
7 **“DEFINITIONS” TO ADD AND CLARIFY USE DEFINITIONS; ARTICLE**  
8 **2, “ADMINISTRATION”, DIVISION 2 “PROCEDURES,” SECTION 23.2-**  
9 **16 “QUASI-JUDICIAL PROCEDURES” TO UPDATE AND CLARIFY**  
10 **PROVISIONS RELATED TO AFFECTED PARTIES; AND AMENDING**  
11 **DIVISION 1 “GENERALLY,” SECTION 23.3-6 “USE TABLES” TO**  
12 **ALLOW FOR TAKE OUT ESTABLISHMENTS BY ZONING DISTRICT**  
13 **AND TO MODIFY THE ZONING DISTRICT AND REVIEW PROCESS FOR**  
14 **SEVERAL USES; AND ADDING A NEW SECTION 23.4-23 – “TAKE OUT**  
15 **ESTABLISHMENTS” TO CREATE DEVELOPMENT REVIEW**  
16 **STANDARDS FOR TAKE OUT ESTABLISHMENT USES; AND**  
17 **PROVIDING FOR SEVERABILITY, THE REPEAL OF LAWS IN**  
18 **CONFLICT, CODIFICATION, AND AN EFFECTIVE DATE.**

19  
20 **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State  
21 of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the  
22 “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct  
23 municipal government, perform municipal functions, and render municipal services, and  
24 may exercise any power for municipal purposes, except as expressly prohibited by law;  
25 and

26  
27 **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing  
28 body of each municipality in the state has the power to enact legislation concerning any  
29 subject matter upon which the state legislature may act, except when expressly prohibited  
30 by law; and

31  
32 **WHEREAS**, the City wishes to amend Chapter 23 Land Development  
33 Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1.12  
34 definitions, to add and modify definitions to clarify several existing uses and to define the  
35 new use, “Take-out Establishments;” and

36  
37 **WHEREAS**, the City wishes to amend Chapter 23 Land Development  
38 Regulations,” Article 2 “Administration,” Division 2 “Procedures,” Section 23.2-16 Quasi-  
39 judicial Procedures, to clarify that only one continuance is permitted for all affected parties  
40 to ensure that the City does not run afoul of development review time limitations for local  
41 governments as set forth in Florida law; and

42  
43 **WHEREAS**, the City wishes to amend Chapter 23, Article 3 “Zoning Districts,”  
44 Division 1 “Generally,” Section 23.3-6 Use Tables to allow for take-out by zoning district  
45 and modify required review process by zoning district for severale; and

46  
47 **WHEREAS**, the City wishes to amend Chapter 23, Article 4 “Development  
48 Standards,” to establish a new section, Section 23.4-23 – Take-out Establishments to  
49 establish supplementary development standards for these uses; and

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**WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning agency, considered the proposed amendments at a duly advertised public hearing; and

**WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local planning agency, considered the proposed amendments at a duly advertised public hearing; and

**WHEREAS**, the City Commission has reviewed the proposed amendments and has determined that it is in the best interest of the public health, safety, and general welfare of the City to adopt this ordinance.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, that:**

**Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as being true and correct and are made a specific part of this Ordinance as if set forth herein.

**Section 2:** Chapter 23 Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1.12 definitions related to new and existing uses is hereby amended by adding the words shown in underlined type and deleting the words ~~struck through~~ as indicated in **Exhibit A**.

**Section 2:** Chapter 23 Land Development Regulations,” Article 2 “Administration,” Division 2 “Procedures,” Section 23.2-16 Quasi-judicial Procedures related to affected parties, is hereby amended by adding the words shown in underlined type and deleting the words ~~struck through~~ as indicated in **Exhibit B**.

**Section 4:** Chapter 23 Land Development Regulations,” Article 3 “Zoning Districts,” Division 1 “Generally,” Section 23.3-6 Use Tables related to review process by zoning district for take-out establishments and several existing uses, including truck/van rentals, museums, school of the arts, and art and photography gallery; is hereby amended by adding the words shown in underlined type and deleting the words ~~struck through~~ as indicated in **Exhibit C**.

**Section 8:** Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” related to the establishment of a new section, Section 23.4-23 – Take Out Establishments, is hereby amended by adding the words shown in underlined type and deleting the words ~~struck through~~ as indicated in **Exhibit D**.

**Section 10:** Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 11:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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**Section 12: Codification.** The sections of the ordinance may be made a part of the City Code of Laws and ordinances and may be re-numbered or re-lettered to accomplish such, and the word "ordinance" may be changed to "section", "division", or any other appropriate word.

**Section 13: Effective Date.** This ordinance shall become effective 10 days after passage.

The passage of this ordinance on first reading was moved by Commissioner Malega, seconded by Vice Mayor Robinson and upon being put to a vote, the vote was as follows:

Mayor Betty Resch	AYE
Vice Mayor Herman Robinson	AYE
Commissioner Sarah Malega	AYE
Commissioner Christopher McVoy	AYE
Commissioner Kimberly Stokes	AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 6<sup>th</sup> day of April, 2021.

The passage of this ordinance on second reading was moved by \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Mayor Betty Resch
Vice Mayor Herman Robinson
Commissioner Sarah Malega
Commissioner Christopher McVoy
Commissioner Kimberly Stokes

The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE WORTH BEACH CITY COMMISSION

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:  
  
\_\_\_\_\_  
Deborah Andrea, CMC, City Clerk

**EXHIBIT A**

Chapter 23

CODE OF ORDINANCES ARTICLE 1 "GENERAL PROVISIONS"

\*\*\*

*Division 2 - Definitions*

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**Sec. 23.1-12. - Definitions.**

**Equipment Rental and Leasing:** A business that involves the leasing and rental of medium and heavy duty equipment, medium and heavy duty construction equipment, and medium and heavy duty commercial and construction vehicles.

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**Medical office:** A facility operated by one or more licensed practitioners that provides a single category of services including but not limited to general and specialty medical care, dental care, chiropractic care, and vision care, psychotherapy or related care, and medical care related to the treatment of disabilities under the Americans with Disabilities Act (ADA), and shall not include bed patient care or overnight accommodations.

\*\*\*

**Restaurants – Take-out:** A full service restaurant with indoor dining where both the "take-out" or "pick-up" use area is greater than 25% and less than 50% of the use area accessible to customers, and where the waiting area is located indoors only. Take-out restaurants with a "take-out" or pick-up" use area greater than 50% shall be classified as a take-out establishment.

\*\*\*

**Take-out establishments:** A food service or retail business with a dedicated "take-out" or "pick-up" use area that is greater than 25% of the total use area accessible to customers, and/or where the designate waiting area is located outdoors.

\*\*\*

**Truck/Van Rentals:** A vehicle rental/leasing business that includes the rental of moving vans and trucks, or commercial trucks or vans considered commercial business or service vehicles less than 8,000 lbs. to consumers. Rental stock of trucks and van rentals shall be not be considered to be the parking, storing or keeping commercial vehicles.

## EXHIBIT B

## Chapter 18

## CODE OF ORDINANCES ARTICLE 2 "ADMINISTRATION"

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*Division 2 - Procedures*

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**Sec. 23.2-16. - Quasi-judicial procedures.**

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- e) *Affected parties.* Affected parties, as defined in section 23.1-12 (Definitions), (1) shall be allowed to present evidence, to produced witnesses, and to cross-examine witnesses produced by others; (2) may appeal final decisions of staff, HRPB, planning and zoning board, or city commission; and (3) may file suit to enforce the provisions of this article should the city fail or decline to do so. Notwithstanding the foregoing; however, in any suit brought by an affected party, the applicable circuit court shall determine whether the affected party has the requisite standing to bring suit. An affected party who wishes to participate as a party in the quasi-judicial hearing must fill out a city form and deliver it to the Department of Community Sustainability at least five (5) days before the hearing. Failure to follow the process shall be deemed a waiver and the affected party will not be allowed to participate in the quasi-judicial hearing.
- f) *Deliberation.* After the presentations, and at the conclusion of any continuances, the decisionmaking body shall deliberate on the application. Once the decisionmaking body begins its deliberations no further presentations or testimony shall be permitted except at the sole discretion of the decisionmaking body. The decisionmaking body's decisions must be based upon competent substantial evidence in the record.
- g) *Continuance.* The decisionmaking body may, on its own motion continue the hearing to a fixed date, time and place. Also, ~~the~~ applicant or affected party shall also have the right to one (1) continuance. Affected parties, whether individually or collectively, shall also have the right to one continuance and irrespective of the number of affected parties, only one (1) continuance may be granted. The continuance can be for no longer than thirty-one (31) days, provided the request is to address neighborhood concerns or new evidence, to hire legal counsel or a professional services consultant, or the applicant or affected party is unable to be represented at the hearing. No more than one (1) continuance may be granted for all affected parties. The decisionmaking body will continue the hearing to a fixed date, time and place if applicable. However, all subsequent continuances shall be granted at the sole discretion of the decisionmaking body. Notwithstanding the foregoing, a continuance shall not be granted if to do so would delay a decision on an appeal from the HRPB regarding a certificate of appropriateness beyond the ninety-day requirement specified in section 23.2-17.

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**EXHIBIT C**

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 3 "ZONING DISTRICTS"

*Division 1 "Generally"*

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**Sec. 23-3.6 – Use Tables.**

*Under separate cover*

EXHIBIT D

Chapter 23

LAND DEVELOPMENT REGULATIONS ARTICLE 4 "DEVELOPMENT STANDARDS"

\*\*\*

[New Section] Sec. 23.4-23. -Take Out Establishments

a) The following development standards shall apply to take-out establishments, take-out restaurants or establishments with a "take-out" or "pick-up" window or outdoor waiting area. "Take-out" establishments located in the Downtown (DT) zoning district are not permitted to be located in the portion of buildings with frontage or access (window or door) onto Lake Avenue or Lucerne Avenue. The location requirement in the DT zoning district shall not apply to full service restaurants with indoor dining provided that both the "take-out" or "pick-up" use area is less than 25% of the total use area accessible to customer and the designated waiting area is located inside.

b) Take-out establishments shall not be movable such as a mobile stand, food truck or kiosk.

c) "Take-out" or "pick-up" windows or service openings to the exterior, excluding entrance doors into the business, shall not be located on a building facade that faces a public right-of-way, unless they are designed in a manner consistent with the building's architectural style and to be an aesthetic asset to the building and neighborhood.

d) Designated customer waiting areas, located outside of a take-out establishment and within a public right-of-way, shall require a right-of-way permit from the appropriate authority and shall not impact ADA accessibility. Waiting areas shall not extend beyond the façade width of the take-out establishment in the public right-of-way as permitted or shall not extend beyond the site's property lines.

e) Exterior covered/lidded refuse bin/s shall be provided in a designated location/s that is screened from the public right-of-way and adjacent properties in so far as feasible. The refuse bins shall be available outside of the take-out establishment during hours of operation and shall be removed when the business is closed unless otherwise approved by the Development Review Official.

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Section 23.3-6 Use tables. Note: amended text is shown below as underlined for new text and stricken text for delete text. Uses or sections with modified text are also highlighted.

TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Note: P is Permitted by Right, A is Administrative Use Permit (staff level review), and C is Conditional Use Permit (board level review). All residential uses except for single family and two-family greater than 7,500 sf shall require a conditional use approval.

**RESIDENTIAL**

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TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Note: P is Permitted by Right, A is Administrative Use Permit (staff level review), and C is Conditional Use Permit (board level review).

**Commercial**

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Medium Intensity Specialty Uses - Use less than 7,500 sq. ft and/or medium intensity impact uses.	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Take-out Establishments																								
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Truck/Van Rentals																								
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Low Intensity Specialty Uses - Use area less than 2,500 sq. ft and low intensity impact uses.	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Take-out Establishments																								
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TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Note: P is Permitted by Right, A is Administrative Use Permit (staff level review), and C is Conditional Use Permit (board level review).

**INSTITUTIONAL**

High Intensity Institutional Uses—Use area greater than 7,500 sq. ft. and/or high intensity impact uses.

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Museums																								
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School of the Arts																								
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TYPE/USE	SF-R	SF-TF 14	MH-7	MF-20	MF-30	MF-40	MU-E Lake & Lucerne	MU-E 1st & 2nd Edges	MU-E Federal Hwy	MU-E 10th & 6th	DT	MU-FH	MU-DH	MU-W Lake & 10th	TOD-E	TOD-W	NC	BAC	AI	I-POC	P	PROS	CON
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Note: P is Permitted by Right, A is Administrative Use Permit (staff level review), and C is Conditional Use Permit (board level review).

**CULTURAL & ARTISANAL ARTS**

High Intensity Artisanal Uses—Use area greater than 7,500 sq. ft. and/or high intensity impact uses.

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Art or Photography Gallery																								
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DATE: February 22, 2021

TO: Members of the Planning & Zoning and Historic Resources Preservation Boards

FROM: William Waters, Director Community Sustainability

MEETING: March 3, 2021 & March 10, 2021

SUBJECT: **PZB/HRPB 21-03100001 (Ordinance 2021-01)**: Consideration of an ordinance to Chapter 23 “Land Development Regulations” regarding changes to allow for takeout establishments by zoning district and to clarify that only one (1) continuance is permitted for all affected parties to ensure that the City does not run afoul of development review time limitations for local governments as set forth in Florida law, and several minor amendments related to definitions and use review processes.

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**BACKGROUND/ PROPOSAL:**

The subject amendments to the City’s Land Development Regulations (LDR) were drafted to respond to changing market conditions related to an increased demand for take-out services during the Covid-19 emergency and to address several minor amendments to definitions and use review processes. The amendments also include changes related to a new continuance for affected parties that was adopted in 2020 to allow an affected party time to hire legal counsel or a professional services consultant, and as related to neighborhood concerns and new evidence. Per Florida Statute 166.033, local governments have 180 days to actively process applications for development. Therefore, the subject amendments clarify that the intent of Ordinance 2020-14 was to allow only one (1) continuance for all affected parties as consistent with time limitations set forth in Florida law and not one (1) continuance per each affected party.

A summary of each component in the draft ordinance is also provided.

The proposed amendments for and the following sections of the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 1, Section 23.1-12 - Definitions
- Article 2, Section 23.2-16 Quasi-judicial Procedures
- Article 3, Section 23-3.6 – Use Tables
- Article 4, [NEW SECTION] Section 23.4-23 – Take Out Establishments

**Take-out Establishment Use:** The proposed amendments will create new definitions and development standards related to take-out uses and to identify where such uses are allowed by zoning district in the use table.

**Quasi-judicial Procedures (Continuances):** The proposed amendments will provide clarity on the maximum number of continuances for affected parties as consistent with time limitations set forth in Florida law.

**Minor Amendments:** The proposed amendment are related to the modification and addition of new and existing definitions for heavy equipment rental, truck rental and medical office uses for clarity, and to update review processes for uses in the use table related to museums, art schools, and art and photography galleries, and to clarify in the use table that residential uses over 7,500 sf are conditional uses.

**STAFF RECOMMENDATION:**

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt PZB/HRPB 21-03100001 (Ordinance 2021-01).

**POTENTIAL MOTION:**

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in PZB/HRPB 21-03100001 (Ordinance 2021-01)

Attachments

- A. Draft Ordinance 2021-01

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 20, 2021

**DEPARTMENT:** Community Sustainability

**TITLE:**

Ordinance No. 2021-02 – Continuation of the First Reading – Consideration of the establishment of a residential planned development including a development of significant impact, a major site plan, a conditional use, and sustainable bonus incentives for Golden Road Apartments, which includes 230 residential units

**SUMMARY:**

Golden Road Apartments/Advantis is a 230-unit multi-family project being proposed by WGI on behalf of Prospect Real Estate Group, LLC. The subject site is comprised of seven parcels totaling 6.39 acres located on the northwest corner of Boutwell Road and 10th Avenue North as depicted in Exhibit A of the ordinance. The subject project is located outside of the CRA's boundaries.

The Applicant, WGI on behalf of Prospect Real Estate Group, LLC., is requesting approval of the following:

- 1) Residential Planned Development to construct a 230-unit multifamily development.
- 2) Development of Significant Impact to construct a residential development in excess of 100 units.
- 3) Major Site Plan for the development of a new multifamily development greater than 7,500 square feet.
- 4) Conditional Use Permit to establish a residential master plan greater than 7,500 square feet.
- 5) Sustainable Bonus Incentive Program for an additional density, intensity and height.

If approved, the City's official zoning map will also be amended to reflect the establishment of the residential planned development.

**BACKGROUND AND JUSTIFICATION:**

The new proposed development, also referred to as Golden Road Apartments or Advantis, consists of five residential buildings and a clubhouse/mailroom building. The project proposes a total of 230 multi-family units. Of the 230 units, 104 units will be one-bedroom units, 117 units will be two-bedroom units, and nine units will be three-bedroom units that will be constructed in one phase.

The applicant held a meeting with adjacent property owners on February 25, 2021. As a result of that meeting, the applicant agreed to provide a wall along a portion of the north and northeast property lines in lieu of a fence. The applicant notified staff of the agreement on February 26, 2021 via email. On March 3, 2021, the Planning and Zoning Board (PZB) recommended the project be approved by the City Commission with conditions outlined in Exhibit C of the ordinance (6-1 vote). These conditions of approval included the wall in lieu of the fence as requested by adjacent property owners. There was no public comment at the March 3<sup>rd</sup> meeting

and there were no requests for affected party status associated with this project prior to the meeting.

The applicant submitted revised plans on March 18, 2021 to address specific conditions of approval that needed to be addressed prior to the first City Commission hearing. The revised plans are included in the attachments and were reviewed by staff for consistency with the conditions of approval and the City's Code of Ordinances.

On March 29, 2021, Mr. Rodney Romano filed as an affected party.

At the April 6, 2021 City Commission meeting, the commission voted unanimously (5-0 vote) to continue the first reading of the application to April 20, 2021 with the request that the applicant would bring back additional information and changes, including reducing the height of two buildings (Building D and Building E) along the north property line to two stories, information on the stormwater system, covered parking with solar panels, traffic impacts on 10<sup>th</sup> Avenue North and additional shade trees.

The applicant is scheduled to meet with the affected party, Mr. Romano, prior to the second reading to discuss project revisions, including the height reduction of the buildings along the northern property line. Revised back-up materials will be provided under separate cover either prior to or at the April 20, 2021 meeting by the applicant.

**MOTION:**

Move to approve/disapprove Ordinance No. 2021-02 on first reading and to schedule the second reading and public hearing for May 4, 2021.

**ATTACHMENT(S):**

Ordinance 2021-02  
PZB Staff Report  
Zoning Map  
Development Plans  
Supplemental Supporting Documents  
Site Photos

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**ORDINANCE NO. 2021-02 AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING THE OFFICIAL ZONING MAP BY APPROVING THE CREATION OF A RESIDENTIAL PLANNED DEVELOPMENT DISTRICT, LOCATED AT THE NORTHWEST CORNER OF 10<sup>TH</sup> AVENUE NORTH AND BOUTWELL ROAD CONSISTING OF APPROXIMATELY 6.39 ACRES AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, THAT IS LOCATED WITHIN THE MIXED USE – WEST (MU-W) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF MIXED USE – WEST (MU-W) THAT INCLUDES THE SPECIFIC DEVELOPMENT STANDARDS DESCRIBED IN EXHIBIT B; APPROVING A DEVELOPMENT OF SIGNIFICANT IMPACT; APPROVING A CONDITIONAL USE PERMIT; APPROVING DENSITY AND HEIGHT BONUS INCENTIVES THOROUGH THE CITY’S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE CONSTRUCTION OF A 230-UNIT RESIDENTIAL PLANNED DEVELOPMENT; PROVIDED FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE**

WHEREAS, the City Commission of the City of Lake Worth Beach, Florida, pursuant to the authority granted in Chapters 163 and 166, Florida Statutes, and the Land Development Regulations, as adopted by the City of Lake Worth Beach, is authorized and empowered to consider petitions relating to zoning and land development orders; and

WHEREAS, Chapter 23, Article 3, Division 6. – Planned Development of City of Lake Worth Beach’s Land Development Regulations allows for the creation of planned development districts to incentivize innovative development through the utilization of incentive programs and flexible dimensional and use requirements that are defined within and occur in conformity with an approved master development plan; and

WHEREAS, Prospect Real Estate Group, LLC (the applicant), has petitioned the City of Lake Worth Beach (the City) for creation of a Residential Planned Development District to allow for the approval of a 230-unit multi-family development on a site located at the northwest corner of 10<sup>th</sup> Avenue North and Boutwell Road (PCNs 38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; and 38-43-44-20-01-004-0010) as further described in Exhibit A (the Property) within the MU-W Zoning District and the MU-W Future Land Use designation, and if approved, shall constitute an amendment to the City’s official zoning map; and

WHEREAS, the Applicant requests use of the City’s Sustainable Bonus Incentive Program to allow for additional height and density to be considered in conjunction with the Applicant’s request for approval for a major site plan for the construction of a

48 residential planned development currently known as “Golden Road Apartments” that will  
49 contain 230 dwelling units to be constructed on this site;

50  
51 WHEREAS, on March 3, 2021, the Lake Worth Beach Planning and Zoning Board  
52 (P&Z Board) considered the subject application for a Residential Planned Development  
53 District, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and  
54 Sustainable Bonus Incentive Program and recommended that the City Commission  
55 approve the creation of this residential planned development district; and

56  
57 WHEREAS, the City Commission has considered all of the testimony and evidence  
58 and has determined that the Residential Planned Development District, Development of  
59 Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus  
60 Incentive Program, including the development regulations and conditions, meets the  
61 requirements of the Land Development Regulations, Section 23.3.25.

62  
63 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**  
64 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

65  
66 Section 1. Recitals. The foregoing recitals are true and correct and are hereby  
67 affirmed and ratified.

68  
69 Section 2. The Residential Planned Development District located within the MU-W  
70 Zoning District with a future land use designation of MU-W, as described more particularly  
71 in **Exhibit A**, is hereby approved. This approval includes the approval of the following  
72 elements to be known as the Master Development Plan: (a) Residential Planned  
73 Development (b) Development of Significant Impact (c) Major Site Plan (d) Sustainable  
74 Bonus Incentive Program (e) Conditional Use Permit; (f) district development standards  
75 **(Exhibit B)** (g) conditions of approval **(Exhibit C)**; (h) required plans including the site  
76 plan, architectural plan, landscape plan, and civil & drainage plans dated 3/17/2021; (i)  
77 supplemental supporting documents, as well as all agreements, provisions and/or  
78 covenants which shall govern the use, maintenance, and continued protection of the  
79 residential planned development and any of its common areas or facilities. The applicant  
80 is bound to all elements and requirements of the Master Development Plan.

81  
82 Section 3. The City’s zoning maps shall be updated to reflect the changes to the  
83 property described in **Exhibit A**.

84  
85 Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict  
86 herewith are hereby repealed to the extent of such conflict.

87  
88 Section 5. Severability. If any provision of this ordinance or the application thereof is  
89 held invalid by a court of competent jurisdiction, the invalidity shall not affect other  
90 provisions of the ordinance which can be given effect without the invalid provision or  
91 application, and to this end the provisions of this ordinance are declared severable.

92  
93 Section 6. Effective Date. This ordinance shall become effective ten (10) days after  
94 its final passage.

96 The passage of this ordinance on first reading was moved by \_\_\_\_\_,  
97 seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

- 98
- 99 Mayor Betty Resch
- 100 Commissioner Sarah Malega
- 101 Commissioner Christopher McVoy
- 102 Commissioner Kimberly Stokes
- 103 Commissioner Herman Robinson
- 104

105 The Mayor thereupon declared this ordinance duly passed on first reading on the  
106 6<sup>th</sup> day of April, 2021.

107

108

109 The passage of this ordinance on second reading was moved by  
110 \_\_\_\_\_, seconded by \_\_\_\_\_, and upon being put to a vote,  
111 the vote was as follows:

- 112
- 113 Mayor Betty Resch
- 114 Commissioner Sarah Malega
- 115 Commissioner Christopher McVoy
- 116 Commissioner Kimberly Stokes
- 117 Commissioner Herman Robinson
- 118
- 119

120 The Mayor thereupon declared this ordinance duly passed on the \_\_\_\_\_ day of  
121 \_\_\_\_\_, 2021.

122

123 LAKE WORTH BEACH CITY COMMISSION

124

125

126 By: \_\_\_\_\_

127 Betty Resch, Mayor

128 ATTEST:

129

130

131 \_\_\_\_\_

132 Deborah M. Andrea, CMC, City Clerk

133

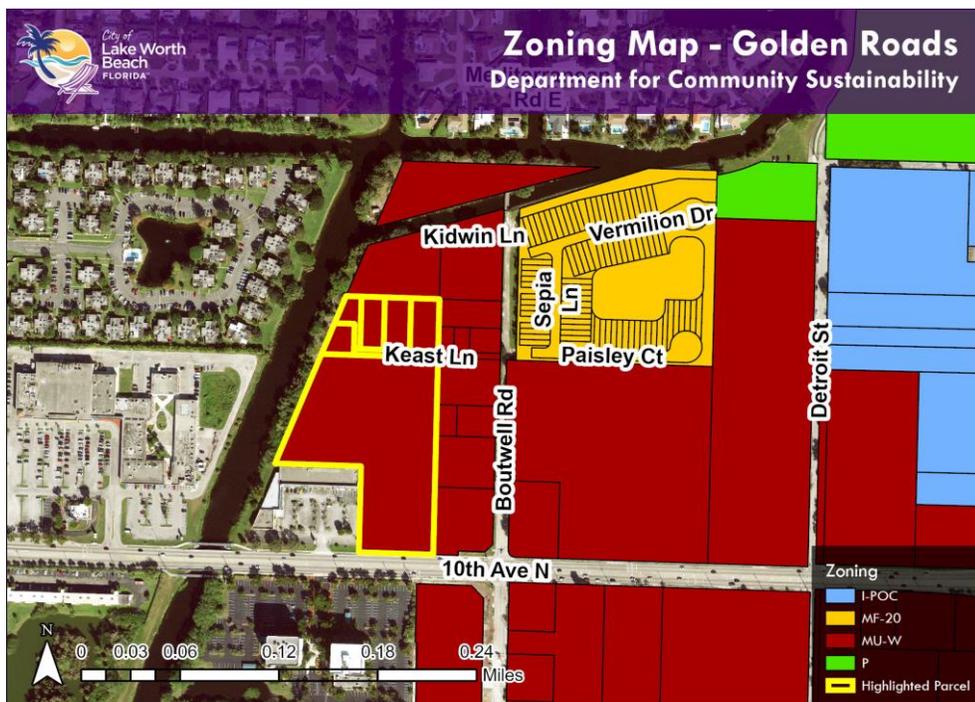
### Exhibit A

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION**  
**PROPERTY DESCRIPTION FOR PZB CASE No. 20-01400047**

The subject site is comprised of seven parcels totaling 6.39 acres. The site is located west of the 10<sup>th</sup> Avenue North and Boutwell Road intersection and is currently vacant. The subject properties PCNs are 38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; and 38-43-44-20-01-004-0010. A zoning map of the subject site is provided below.

**PROPERTY DESCRIPTION:**

<b>Applicant</b>	Yoan Machado of WGI
<b>Owner</b>	Lake Worth Investment Group, LLC
<b>General Location</b>	West of the 10 <sup>th</sup> Avenue North and Boutwell Road intersection
<b>Existing PCN Numbers</b>	38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; 38-43-44-20-01-004-0010
<b>Existing Land Use</b>	Vacant
<b>Zoning</b>	Mixed Use – West (MU-W)
<b>Future Land Use Designation</b>	Mixed Use – West (MU-W)



location

**Exhibit B****DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION  
DEVELOPMENT STANDARDS FOR PZB CASE No. 20-01400047**

Development Standard		Base Zoning District	Residential Planned Development with Sustainable Bonus Incentive Program (SBIP)	Provided
Lot Size (min) In square feet (sf)		5,000 sf	Greater or equal to 217,800 sf (5 acres)	278,340 sf (6.39 acres)
Lot Width (min)		50'	50'	230'
Setbacks	Front (min)	20'	20'	28'
	Rear (min)	15'	15'	18'
	Side (min)	10'	10'	20'
Impermeable Surface Coverage (maximum)		65%	65%	61%
Structure Coverage (max)		50%	50%	21%
Pervious Landscaped Area in Front Yard (min)		900 sf	900sf	3,216 sf
Living Area (min)		1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 665 sf 2-bed: 881 sf 3-bed: 1,171 sf
Parking		379	379	379
Density (max)		30 du/acre (191 units)	37.5 du/acre (239 units)	36 du/acre (230 units)
Building Height (max)		30 feet	81.25 feet	Bldg I – 34'8" Bldg II – 34'8" Bldg III – 52' Bldg III Hybrid – 54' Clubhouse – 24'4"
Floor Area Ratio (FAR) (max)		1.30	2.25	0.74

## Exhibit C

### DEPARTMENT FOR COMMUNITY SUSTAINABILITY, PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION CONDITIONS OF APPROVAL FOR PZB CASE No. 20-01400047

#### PB County Fire:

- 135 1. Fire department access shall be no less than 20 feet.  
136

#### Electric Utilities:

- 137 1. Prior to the issuance of a building permit, the following actions shall be completed:  
138 a. Provide the voltage requirements of the existing six buildings proposed on the site and indicate  
139 whether they will be single-phase or three-phase. Buildings "A" and "C" must be three-phase  
140 since a single-phase transformer cannot handle the load of the proposed five-story buildings.  
141 b. Indicate whether other services will be needed for the project such as irrigation, lift station,  
142 lighting, gates, etc. and where these services will be.  
143 c. Identify the location for the padmount transformers and the meter centers for each building.  
144 The transformer locations must be accessible to our vehicles, and must have 8-ft minimum  
145 clearance in the front of them and three-foot minimum clearance on the sides and rear, including  
146 landscaping.  
147 d. Provide the load calculations for all buildings, the electrical riser diagrams for all buildings, and  
148 the construction plans showing the water, sewer, drainage, paving, landscaping, and lighting for  
149 the project.  
150 2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:  
151 a. Provide a 10-foot wide utility easement for all of the electric lines, transformers and other  
152 equipment that will need to be installed to provide power to this project.  
153 b. The customer will be responsible for installing all schedule-40 gray conduit that will be needed by  
154 Lake Worth Beach for this project for its primary cable. This conduit must be installed at a 42"  
155 minimum depth. Pad specs will be given to the customer to show the proper orientation of  
156 conduit at the padmount transformers.  
157  
158

#### Community Services Landscaping:

- 159 1. Prior to the issuance of a building permit, the following actions shall be completed:  
160 a. The private lift station shall be screened by shrubs and/or opaque fencing or walls. Show the  
161 required screening on plans.  
162  
163

#### Planning and Zoning:

- 164 1. Prior to the issuance of a building permit, the following actions shall be completed:  
165 a. The light tone shall be changed from 4000 K to 3000 K. The photometric plan submitted with the  
166 building permit package shall reflect this change.  
167 b. All traffic requirements outlined in the Palm Beach County Traffic Division's TPS letter shall be  
168 completed.  
169 c. Per LDR Section 23.4-4(e)(3)(B), the required landscape screening shall be labeled on the site  
170 plan in front of the portion of chain link fencing that is visible from 10<sup>th</sup> Avenue North. Said  
171 landscaping shall be maintained at a minimum height of 24 inches. Chain link gates visible from  
172 the right of way are not permitted.  
173 d. Note on the landscape plans that shrubs planted in landscape areas between parking and  
174 vehicular use areas with chain link fencing shall have a minimum planting depth of 24 inches at  
175 installation and shall be maintained at no less than 4 feet in height to provide a continuous  
176

- 177 landscape screen. This shall not apply to areas with an opaque fence that provides full  
 178 screening of the parking and vehicular use area.
- 179 2. Prior to a Certificate of Occupancy, the following actions shall be completed:
- 180 a. The project site shall be separately recorded if unified through a unity of title process. A  
 181 recorded unity of title form or plat shall be provided to the City.
- 182 b. Per LDR Section 23.4-4(e)(1)(C), the portion of fencing along the east property line that is  
 183 adjacent to Keast Lane shall be setback 30 inches with a landscape screen installed that is  
 184 maintained at a minimum height of 24 inches.
- 185 c. As depicted on the site plan, a wall not to exceed six feet in height shall be installed along the  
 186 north property line and along the portion of the east property line from the northeast corner of  
 187 the lot to the northern edge of Keast Lane.
- 188 3. All signage shall be applied for on a separate building permit and shall comply with LDR Section 23.5-1,  
 189 Signage.
- 190 4. All ground level mechanical equipment shall be continuously screened with shrub hedging or opaque  
 191 fencing or walls.
- 192 5. Per the site plan, the development proposes 61,675 square feet of semi-pervious surface to meet the  
 193 maximum impermeable surface requirement. Therefore, prior to the issuance of a building permit,  
 194 documentation shall be provided to staff showing the percolation rate of the semi-pervious paving  
 195 material to ensure that has a percolation rate that is at least 50% rate to the ground percolation rate.  
 196 Also include a paver maintenance plan to ensure that it will maintain its permeability over time.
- 197 a. Note that if the semi-pervious material is converted to impervious surface area at any time, the  
 198 project would exceed the code's maximum impermeable surface coverage allowance and thus,  
 199 the Applicant would need to apply for a Planned Development amendment.

#### 200 **Urban Design:**

- 202 1. Prior to the issuance of a building permit, the applicant shall apply for a Minor Site Plan amendment to  
 203 update the fenestration on the south façade of Building Type III – Hybrid.
- 204 a. The western portion of the main front elevation along 10<sup>th</sup> Avenue North still resembles an end  
 205 of a building with too much solid versus fenestration. Work with staff through the Minor Site  
 206 Plan amendment process to improve the vertical mass of the building.
- 207 2. Prior to the issuance of a Certificate of Occupancy, the building elevation shall be updated to reflect the  
 208 changes approved under the Minor Site Plan amendment.

#### 209 **Public Works:**

- 211 1. Prior to the issuance of a building permit, the following actions shall be completed:
- 212 a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department  
 213 and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a  
 214 building permit, the applicant shall contact the South Florida Water Management District's  
 215 (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
- 216 b. The applicant shall ensure that the dumpster enclosure meets the specifications of the Public  
 217 Services Department.
- 218 c. The applicant shall complete the right of way permit from Palm Beach County for the  
 219 construction of improvements on 10<sup>th</sup> Avenue North.
- 220 d. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance  
 221 practices.
- 222 2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:

- 223 a. The applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway,  
224 sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping,  
225 striping, signage, and other improvements are in the same condition as prior to construction  
226 b. The applicant shall fine grade and sod all disturbed areas with bahia sod.  
227 c. The applicant shall broom sweep all areas of the affected right of way and remove of all silt and  
228 debris collected as a result of construction activity.  
229 3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all  
230 other applicable standards including but not limited to the Florida Department of Transportation (FDOT),  
231 Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction  
232 Standards and Policy and Procedure Manual.  
233

234 **Utilities Water & Sewer:**

- 235 1. Prior to the issuance of a building permit, the following actions shall be completed:  
236 a. Paving/Grading/Drainage:  
237 i. The master drainage plan (including phase II) shall address management of stormwater runoff  
238 in the green spaces surrounding the apartments as well as the secondary access road. This  
239 shall be supported with signed and sealed Drainage Calculations including statement  
240 regarding floodplain management provisions for water quality and quantity shall be provided  
241 to the City.  
242 ii. The City's drainage policy is that project site must contain the 3-yr 1-hour storm event on site,  
243 this equates to 2.6" of rainfall. Other regulating agency policy's still apply and the design  
244 must meet the most stringent of these requirements.  
245 iii. The final grading plan shall include cross sections from the paved area/buildings to the end of  
246 property boundary for each property line and each cross section change.  
247 b. Water and Sewer:  
248 i. The watermain & forcemain tie-in locations must be designed and coordinated with the  
249 future pipeline extensions planned in 10<sup>th</sup> Ave N.  
250 ii. Water Utilities must be centered or arrange in a dedicated utility easement. Minimum size of  
251 dedicated easements is 15-foot.  
252 iii. The utility plan and the proposed landscaping shall pair well with the underground utility  
253 infrastructure as well as underground storage. There are locations where gumbo limbo trees  
254 are proposed in a tree island that is shared with fire hydrant, due to the root structure of this  
255 tree it is not recommended. Fire lines and water service line shall be well planned to avoid  
256 interaction with growing root systems.  
257 c. Provide copies of the required SFWMD and LWDD permits  
258 d. Reserved capacity fees for water and sewer shall be paid in full per phase plan.

259 **Lake Worth Drainage District (LWDD):**

- 260 1. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:  
261 a. The property owner shall install rip-rap rubble along the entire length of the project along the  
262 LWDD's E-4 Canal.



DEPARTMENT FOR COMMUNITY SUSTAINABILITY  
Planning Zoning Historic Preservation Division  
1900 2<sup>ND</sup> Avenue North  
Lake Worth Beach, FL 33461  
561-586-1687

DATE: February 24, 2021  
TO: Members of the Planning and Zoning Board  
FROM: Alexis Rosenberg, Senior Community Planner and Andrew Meyer, Senior Community Planner  
THRU: William Waters, AIA, NCARB, LEED, AP BD+C, ID, SEED, Director for Community Sustainability  
MEETING: March 3, 2021

SUBJECT: **PZB Project Number 20-01400047:** A request by WGI, an engineering and land development firm, on behalf of Prospect Real Estate Group, LLC for consideration of a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program to allow the construction of 230-unit multi-family development at the northwest corner of 10<sup>th</sup> Avenue North and Boutwell Road, within the Mixed Use – West (MU-W) zoning district. The subject properties PCNs are 38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; and 38-43-44-20-01-004-0010.

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#### **PROJECT DESCRIPTION:**

The Applicant, WGI on behalf of Prospect Real Estate Group, LLC., is requesting approval of the following:

- 1.) **Residential Planned Development** to construct a 230-unit multifamily development.
- 2.) **Development of Significant Impact** to construct a residential development in excess of 100 units.
- 3.) **Major Site Plan** for the development of a new multifamily development in excess of 7,500 square feet.
- 4.) **Conditional Use Permit** to establish a residential master plan greater than 7,500 square feet.
- 5.) **Sustainable Bonus Incentive Program** for an additional density, intensity and height.

The subject site is comprised of seven parcels totaling 6.39 acres. The site is located west of the 10<sup>th</sup> Avenue North and Boutwell Road intersection and is currently vacant. The site was previously approved for a Major Site Plan and Sustainable Bonus Incentive Program, known as Golden Roads, which consisted 189 multi-family apartments. The new proposed development, also referred to as Golden Roads, consists of five residential buildings and clubhouse/mailroom building. The project proposes a total of 230 multi-family units. Of the 230 units, 104 units will be one-bedroom units, 117 units will be two-bedroom units, and nine units will be three-bedroom units.

There are 379 parking spaces provided on site with a portion of the parking side-loaded to the south building and the remaining parking spaces are located interior to the site. Of the 379 parking spaces, 280 spaces will be standard spaces, 82 spaces will be compact spaces, and 13 spaces will be provided in the form of bicycle racks. Additionally, the development proposes electric vehicle charging stations that will service 15 spaces.

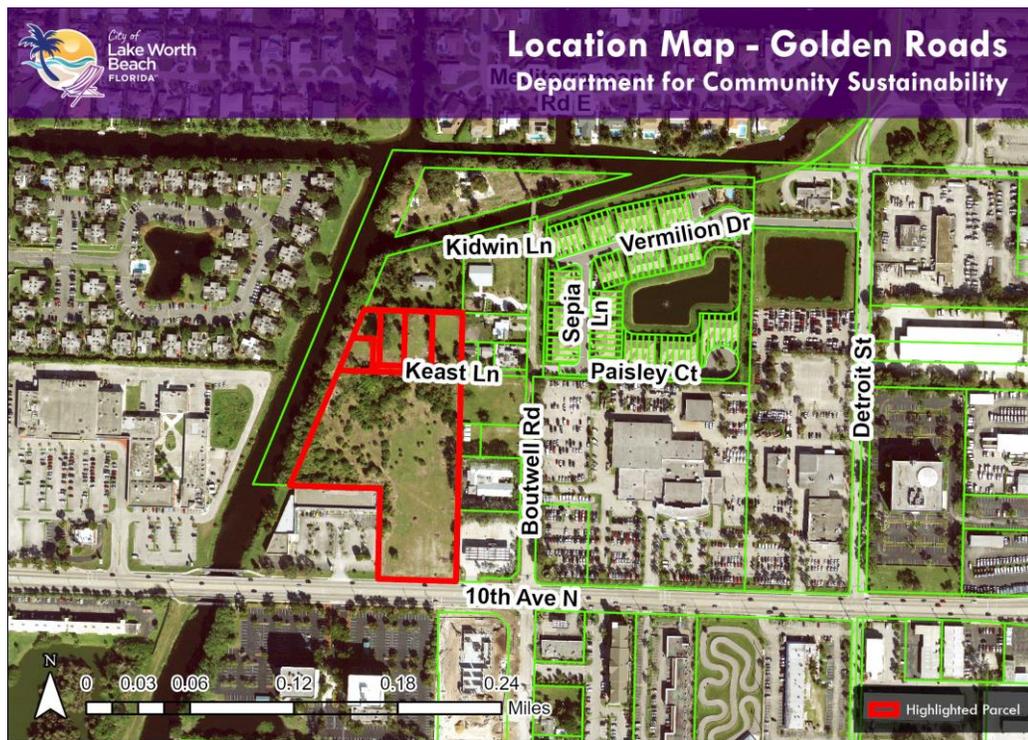
**Staff Recommendation:**

Staff has reviewed the documentation and materials provided by the applicant for consistency with applicable guidelines and standards found in the City of Lake Worth Zoning Code and Comprehensive Plan. The proposed development meets the criteria of the Comprehensive Plan and LDRs. Therefore, staff recommends that the Board approve the Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program with conditions of approval to the City Commission.

**PROPERTY DESCRIPTION:**

<b>Applicant</b>	Yoan Machado of WGI
<b>Owner</b>	Lake Worth Investment Group, LLC
<b>General Location</b>	West of the 10 <sup>th</sup> Avenue North and Boutwell Road intersection
<b>Existing PCN Numbers</b>	38-43-44-20-01-026-0010; 38-43-44-20-01-004-0030; 38-43-44-20-01-004-0060; 38-43-44-20-01-004-0080; 38-43-44-20-01-004-0120; 38-43-44-20-01-004-0130; 38-43-44-20-01-004-0010
<b>Existing Land Use</b>	Vacant
<b>Zoning</b>	Mixed Use – West (MU-W)
<b>Future Land Use Designation</b>	Mixed Use – West (MU-W)

**LOCATION MAP:**



**BACKGROUND:**

The project site is located west of the 10<sup>th</sup> Avenue North and Boutwell Road intersection. Based on Palm Beach Property Appraiser's records and City records, all seven parcels have remained vacant and do not have any active business licensees linked to the site. Additionally, a search performed on February 10, 2021 indicated that there are no open code compliance violations linked to the properties.

**ANALYSIS:****Consistency with the Comprehensive Plan and Strategic Plan**

The subject site has a Future Land Use (FLU) designation of Mixed Use – West (MU-W). Per Policy 1.1.1.6, the MU-W FLU is intended to provide for a mixture of residential, office, service, and commercial retail uses within specific areas west of I-95. The preferred mix of uses area-wide is 75% residential and 25% non-residential. The proposed residential development is a high-density residential use in this district where there is a significant amount of existing non-residential uses. The addition of these units and would further the policy objective of increasing residential development within the zoning district. Therefore, the proposal is consistent with the intent of the MU-W FLU.

The City's Strategic Plan focuses on fostering safer neighborhoods, encouraging community pride, building a vibrant and diverse economy, planning for the future, and enhancing the natural, historic, and cultural environment of the City. Pillar II.A, and Pillar II.B of the Strategic Plan state that the City shall diversify housing options and continue crime reduction and prevention in achieving a safe, livable and friendly community. Golden Roads proposes a multi-family residential development that is consistent with Pillar II.A and Pillar II.B. Further, the proposal is consistent with Pillar IV.A of the Strategic Plan which states that the City shall achieve economic and financial sustainability through a versatile and stable tax base.

Based on the analysis above, the proposed development is consistent with the goals, objectives, and policies of the City of Lake Worth Beach's Comprehensive Plan and Strategic Plan.

**Consistency with the City's Land Development Regulations**

Per Section 23.3-25, planned developments are intended to encourage innovative land planning and development techniques through incentives to create more desirable and attractive development within the City. The Department of Community Sustainability is tasked to review planned development applications in accordance with the City's LDRs, to assess compliance with the findings for granting planned developments (analyzed in the following sections) and to provide a recommendation for whether the application should be approved, approved with conditions, or denied.

**Mixed Use – West (MU-W):** Per LDR Section 23.3-18(a), the MU-W zoning district is intended to provide for the establishment and expansion of office and commercial uses, including moderate intensity and higher intensity commercial, hotel/motel, and medium-density multi-family residential development along the City's western thoroughfares. The proposed residential development is consistent with the intent of the MU-W district.

The table below shows the proposed site features and its compliance with the Code, factoring in the Sustainable Bonus incentives, Planned Development incentives, and the Comprehensive Plan maximums:

Development Standard	Base Zoning District	Residential Planned Development with Sustainable Bonus Incentive Program (SBIP)	Provided
Lot Size (min) In square feet (sf)	5,000 sf	Greater or equal to 217,800 sf (5 acres)	278,340 sf (6.39 acres)
Lot Width (min)	50'	50'	230'
Setbacks	Front (min)	20'	28'
	Rear (min)	15'	18'
	Side (min)	10'	20'
Impermeable Surface Coverage (maximum)	65%	65%	61%
Structure Coverage (max)	50%	50%	21%
Pervious Landscaped Area in Front Yard (min)	900 sf	900sf	3,216 sf
Living Area (min)	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 600 sf 2-bed: 750 sf 3-bed: 900 sf	1-bed: 665 sf 2-bed: 881 sf 3-bed: 1,171 sf
Parking	379	379	379
Density (max)	30 du/acre (191 units)	37.5 du/acre (239 units)	36 du/acre (230 units)
Building Height (max)	30 feet	81.25 feet	Bldg I – 34'8" Bldg II – 34'8" Bldg III – 52' Bldg III Hybrid – 54' Clubhouse – 24'4"
Floor Area Ratio (FAR) (max)	1.30	2.25	0.74

**Landscaping:** The development proposal has been reviewed for landscaping and complies with the City's landscape regulations in LDR Section 23.6-1. The site provides perimeter landscaping and as well as landscaping internal to the site. Staff has conditioned that all ground-level mechanical equipment be properly screened with landscaping and all monument signs be landscaped at the base of the sign. The landscape plan can be viewed in Attachment B.

**Signage:** This application is proposing one monument sign on the south end of the site facing 10<sup>th</sup> Avenue North. A condition of approval has been created stating that all proposed signage shall be applied for on a city building permit and shall comply with the sign code, LDR Section 23.5-1.

**Lighting:** The applicant has not submitted a photometric plan. Therefore, staff has conditioned the applicant to provide a photometric plan at least 14 days prior to the first City Commission hearing showing the location and dimensions of all exterior lighting to be installed on the site. Note that all lighting fixtures shall be compatible with the architectural style of the building and all lighting shall be shielded so as to not trespass upon

neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. Further, all lighting shall comply with lighting code regulations in LDR Section 23.4-3. If using LED lighting, a warm light tone not to exceed 3000 K is required and all fixtures shall be dark skies compliant.

**Density:** The base zoning district allows a maximum density of 30 units per acre. Based on Policy 1.2.3.4(3) of the City's Comprehensive Plan, residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 30 units per acre plus 25% equals a maximum density of 37.5 units per acre (239 units). The proposed residential planned development proposes a density of 36 units per acre (230 units) which is less than the maximum density allowed on this property.

**Height:** The base zoning district allows a maximum building height of 30 feet. Per LDR Section 23.3-18(c)(2)(B), blocks fronting 10<sup>th</sup> Avenue North may obtain an additional 35 feet in height under the City's Sustainable Bonus Incentive Program. Additionally, Policy 1.2.3.4(3) of the City's Comprehensive Plan states that residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 30 feet plus 35 feet plus 25% equals a maximum height of 81.25 feet. The highest building height proposed for this project is 54 feet which is less than the maximum allowed building height for this property.

**Floor Area Ratio (FAR):** The base zoning district allows a maximum FAR of 1.30. Per LDR Section 23.3-18(c)(7)(D), an additional 0.5 of FAR shall be granted under the City's Sustainable Bonus Incentive Program. Additionally, Policy 1.2.3.4(3) of the City's Comprehensive Plan states that residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 1.30 plus 0.5 plus 25% equals a maximum allowed FAR of 2.25. The project proposes a total FAR of 0.74 which is less than the maximum allowed FAR for this property.

**Impermeable Surface Coverage:** The project as proposed complies with the City's maximum impermeable surface allowance of 65%. The site plan proposes approximately 137,293 square feet of impervious surface area and 61,675 square feet of semi-pervious surface area. Per LDR Section 23.1-12, two square feet of semi-pervious surface shall be equivalent to one square foot of impervious surface for the purpose of calculating development regulations. Therefore, of the 61,675 square feet of semi-pervious surface area, 30,837 square feet counts towards impermeable surface coverage resulting in a total impermeable surface area of 168,130 square feet (61%).

**Major Thoroughfare Design Guidelines / Urban Design:** The project generally complies with the City's Major Thoroughfare Design Guidelines. The Development Review Official has recommended the following action to further enhance the buildings' architecture, which has been include as a staff recommended condition of approval:

- Add glazing/fenestration to the front façade of the west side of Building Type III – Hybrid as the plans currently show the façade as a large expanse of blank wall above the second floor.

**Waivers Requested:**

The application is not requesting any deviations from the Code as part of this request.

**Residential Urban Planned Development:**

The intent of this section is to encourage, through incentives, the use of innovative land planning and development techniques to create more desirable and attractive development in the City. Incentives include but are not limited to:

1. Relaxing or waiving of height, setback, lot dimensions, and lot area requirements;
2. Allowing an increase in density or a decrease in minimum living area per dwelling unit; and
3. Permitting uses or a mixture of uses not normally permitted in the underlying zoning district.

The proposed project is a residential planned development for the construction of 230 multi-family units. The criteria below lists the requirements of all residential planned developments.

**Section 23.3-25(c) – Residential Planned Development District**

1. *Location.* RPDs may be created in any residential district.

**Staff Analysis:** The proposed subject site is located within the MU-W zoning district. Per LDR Section 23.3-18(b), multi-family residential uses may be established subject to the provisions of LDR Section 23.3-11, Medium Density Multi-Family Residential (MF-30). Because the MF-30 zoning district is a residential district, the application complies with this criterion. **Meets Criterion.**

2. *Minimum area required.* The minimum area required for a residential planned development district west of I-95 shall be 5 acres.

**Staff Analysis:** This residential planned development will be situated on a lot of 6.39 acres, which is over the required minimum area. **Meets Criterion.**

3. *Permitted uses.* Within any residential planned development, any use permitted in the underlying zoning district is permitted.

**Staff Analysis:** The project will be solely residential, containing 230 multi-family units. Per the City's Use Table, LDR Section 23.3-6, multi-family is permitted by right in the MU-W zoning district. **Meets Criterion.**

4. *Required setbacks.* Required setbacks shall be as provided in these LDRs for the zoning district in which the planned development is to be located.

**Staff Analysis:** The project complies with the minimum required setbacks of the base zoning district, MU-W. **Meets Criterion.**

5. *Parking and loading space requirements.* Parking and loading spaces for all uses within a residential planned development district shall be provided as required. No off-street parking shall be located within a required setback area.

**Staff Analysis:** The proposed project has not requested to waive or reduce any of the requirements associated with parking. However, parking is located within the required side setback area of 10 feet. In lieu of the side setback of 10 feet, the applicant is proposing to provide a 6ft fence with a 5 ft landscape buffer with trees along the property line. Staff has proposed an additional landscape related condition of approval to ensure adequate screening of the parking areas.

6. *Landscaping.* Landscaping, tree protection, screening and buffering shall be provided as required by section 23.6-1. However, additional landscaping, screening, and buffering may be required to provide additional privacy and protection for residents within a planned development district and adjacent property owners.

**Staff Analysis:** Landscape screening and buffering are provided along the perimeter of the site to meet the landscape buffering requirements. The project proposes a 10-foot landscape buffer along 10<sup>th</sup> Avenue North and a five-foot landscape buffer around the perimeter subject site. A meandering path is also provided along 10<sup>th</sup> Avenue North providing additional buffering along the public right of way. **Meets Criterion.**

7. *Signs.* Signs may be erected pursuant to the provisions in Section 23.5-1.

**Staff Analysis:** This application is proposing one monument sign on the south end of the site facing 10<sup>th</sup> Avenue North. A condition of approval has been created stating that all proposed signage shall be applied for on a city building permit and shall comply with the sign code, LDR Section 23.5-1. **Meets Criterion.**

**Development of Significant Impact (DSI):**

A development of significant impact (DSI) is a commercial, office, or industrial development of 100,000 or more gross square feet of enclosed building area, including renovations of existing structures when a change to a more intensive use is anticipated, or a residential development of 100 or more dwelling units, including renovations of existing structures when a change to a more intensive use is anticipated. The project proposed qualifies as a DSI because it exceeds 100 dwelling units.

Per LDR Section 23.2-35, a proposed DSI and any amendments to an approved DSI shall be reviewed and approved in accordance with the procedures and requirements for a Conditional Use Permit except that the City Commission shall be the decision maker and not the Planning and Zoning Board or the Historic Resources Preservation Board. The Conditional Use Permit criteria is outlined in the conditional use analysis within this report on page 10.

**Master Development Plan (Major Site Plan):**

A master site plan is required in conjunction with a residential planned development. The review criteria below is intended to promote safety and minimize negative impacts of development on its neighbors by establishing qualitative requirements for the arrangements of buildings, structures, parking areas, landscaping and other site improvements.

**Section 23.2-31(c): Qualitative Development Standards**

1. *Harmonious and efficient organization.* All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The site shall be developed so as to not impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.

**Staff Analysis:** The Applicant states that the site is designed harmoniously and provides a residential use along a corridor that is a majority non-residential, thus providing the residential mix that the MU-W district anticipates. The Applicant also states that the modern contemporary architecture style is harmonious with nearby modern style redevelopment such as the Woodsprings Suites Hotel and the Wyndham Hotel. **Meets Criterion.**

2. *Preservation of natural conditions.* The natural (refer to landscape code, Article 6 of these LDRs) landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal and by such other site planning approaches as are appropriate. Terrain and vegetation shall not be disturbed in a manner likely to significantly increase either wind or water erosion within or adjacent to a development site. Natural detention areas and other means of natural vegetative filtration of stormwater runoff shall be used to minimize ground and surface water pollution, particularly adjacent to major waterbodies as specified in Part II, Chapter 12, Health and Sanitation, Article VIII, Fertilizer Friendly Use Regulations. Fertilizer/pesticide conditions may be attached to

development adjacent to waterbodies. Marinas shall be permitted only in water with a mean low tide depth of four (4) feet or more.

**Staff Analysis:** The Applicant states that the site will not be disturbed in such a manner as to significantly increase either wind or water erosion on or adjacent to the subject site. Further, the site will be managing drainage on-site. **Meets Criterion.**

3. *Screening and buffering.* Fences, walls or vegetative screening shall be provided where needed and practical to protect residents and users from undesirable views, lighting, noise, odors or other adverse off-site effects, and to protect residents and users of off-site development from on-site adverse effects. This section may be interpreted to require screening and buffering in addition to that specifically required by other sections of these LDRs, but not less.

**Staff Analysis:** Landscape screening and buffering are provided along the perimeter of the site to meet the landscape buffering requirements. The project proposes a 10-foot landscape buffer along 10<sup>th</sup> Avenue North and a five-foot landscape buffer around the perimeter subject site. A meandering path is also provided along 10<sup>th</sup> Avenue North providing additional buffering along the public right of way. **Meets Criterion**

4. *Enhancement of residential privacy.* The site plan shall provide reasonable, visual and acoustical privacy for all dwelling units located therein and adjacent thereto. Fences, walls, barriers and vegetation shall be arranged for the protection and enhancement of property and to enhance the privacy of the occupants.

**Staff Analysis:** The proposed development staggers the building orientation of each building and locates a majority of the residential buildings in the center of the site to promote privacy for its residents. As mentioned above, the site also provides landscape buffering around the perimeter of the property. **Meets Criterion.**

5. *Emergency access.* Structures and other site features shall be so arranged as to permit emergency vehicle access by some practical means to all sides of all buildings.

**Staff Analysis:** Emergency access is provided to all buildings. There is also secondary emergency access provided at the southeast portion of the site. **Meets Criterion.**

6. *Access to public ways.* All buildings, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.

**Staff Analysis:** Pedestrian pathways are provided on the site separate from the vehicular circulation to assist in safe and efficient circulation. Further, the site plan proposes a meandering path along 10<sup>th</sup> Avenue North that connects to the sidewalk along 10<sup>th</sup> Avenue North to the pedestrian pathways internal to the site. **Meets Criterion.**

7. *Pedestrian circulation.* There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.

**Staff Analysis:** As stated above, the site provides safe pedestrian circulation interior to the site. **Meets Criterion.**

8. *Design of ingress and egress drives.* The location, size and numbers of ingress and egress drives to the site will be arranged to minimize the negative impacts on public and private ways and on adjacent private property.

Merging and turnout lanes traffic dividers shall be provided where they would significantly improve safety for vehicles and pedestrians.

**Staff Analysis:** As stated, vehicular access to the site is provided off of 10<sup>th</sup> Avenue North. A security gate is located about 210 feet into the property. While the applicant attempted to gain an access point from Keast Lane to the northeast, Keast Lane is privately-owned right-of-way and the owner was not willing to allow an access point to the site from Keast Lane. **Meets Criterion.**

9. *Coordination of on-site circulation with off-site circulation.* The arrangement of public or common ways for vehicular and pedestrian circulation shall be coordinated with the pattern of existing or planned streets and pedestrian or bicycle pathways in the area. Minor streets shall not be connected to major streets in such a way as to facilitate improper utilization.

**Staff Analysis:** The site plan shows that the site's vehicular and pedestrian circulation connects to the existing street pattern and pedestrian walkways. **Meets Criterion.**

10. *Design of on-site public right-of-way.* On-site public street and rights-of-way shall be designed for maximum efficiency. They shall occupy no more land than is required to provide access, nor shall they unnecessarily fragment development into small blocks. Large developments containing extensive public rights-of-way shall have said rights-of-way arranged in a hierarchy with local streets providing direct access to parcels and other streets providing no or limited direct access to parcels.

**Staff Analysis:** There are no on-site public rights-of-way. The application includes a 15 foot right-of-way dedication along 10<sup>th</sup> Avenue North for future road-widening projects. **Meets Criterion.**

11. *Off-street parking, loading and vehicular circulation areas.* Off-street parking, loading and vehicular circulation areas shall be located, designed and screened to minimize the impact of noise, glare and odor on adjacent property.

**Staff Analysis:** Landscape buffers are provided along the front of the property to screen the parking area from 10<sup>th</sup> Avenue North. Additionally, landscape buffers are proposed around the perimeter of the property to provide screening from the parking areas that are not already screened by buildings. **Meets Criterion.**

12. *Refuse and service areas.* Refuse and service areas shall be located, designed and screened to minimize the impact of noise, glare and odor on adjacent property.

**Staff Analysis:** The site plan proposes the dumpster on the west side of the property enclosed by an opaque wall. This application has been conditioned so that prior to the issuance of a building permit, the Applicant shall ensure that all dumpster and refuse areas are screened with opaque fencing or walls that comply with LDR Section 23.4-4 and provide an exterior landscape screen of shrub hedging or other continuous decorative landscaping that is a minimum height of 24 inches at installation and shall be maintained at no less than  $\frac{3}{4}$  of the total height of the enclosure. **Meets Criterion as Conditioned.**

13. *Protection of property values.* The elements of the site plan shall be arranged so as to have minimum negative impact on the property values of adjoining property.

**Staff Analysis:** The proposed project will revitalize the vacant site, constructing 230 multi-family units, and further add to the City's tax base. **Meets Criterion.**

14. *Transitional development.* Where the property being developed is located on the edge of the zoning district, the site plan shall be designed to provide for a harmonious transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, rhythm of openings and character. Consideration shall be given to a harmonious transition in height and design style so that the change in zoning districts is not accentuated. Additional consideration shall be given to complementary setbacks between the existing and proposed development.

**Staff Analysis:** The subject site is within the MU-W zoning district and surrounded by MU-W zoned properties to the north, east, and south. To the west is the E-4 Keller Canal and a commercial plaza located in Unincorporated Palm Beach County. The project proposes a development that is consistent with the MU-W zoning district and the development incentives in the City's Comprehensive Plan. **Meets Criterion.**

15. *Consideration of future development.* In finding whether or not the above standards are met, the review authority shall consider likely future development as well as existing development.

**Staff Analysis:** With future development in mind, the proposed development meets the intent of the MU-W zoning district and is consistent with intent of the MU-W future land use designation. **Meets Criterion.**

**Section 23.2-31(l): Community Appearance Criteria**

1. The plan for the proposed structure or project is in conformity with good taste, good design, and in general contributes to the image of the city as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

**Staff Analysis:** Staff has reviewed the application and determined that the proposal complies with the Major Thoroughfare Design Guidelines and is in conformity with good taste, good design, and contributes to the image of the City. **Meets Criterion.**

2. The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

**Staff Analysis:** The application has been reviewed by the City's Site Plan Review Team (SPRT) and has been determined to not be of inferior quality that would cause harm to the nature of the local environment or materially depreciate in appearance and value. **Meets Criterion.**

3. The proposed structure or project is in harmony with the proposed developments in the general area, with code requirements pertaining to site plan, signage and landscaping, and the comprehensive plan for the city, and with the criteria set forth herein.

**Staff Analysis:** The proposal is consistent with the City's Comprehensive Plan and Strategic Plan, the City's LDRs and Major Thoroughfare Design Guidelines. The Applicant states that the site is designed harmoniously and provides a residential use along a corridor that is a majority non-residential, thus providing the residential mix that the MU-W district anticipates. The Applicant also states that the modern contemporary architecture style is harmonious with nearby modern style redevelopment such as the Woodsprings Suites Hotel and the Wyndham Hotel. **Meets Criterion.**

4. The proposed structure or project is in compliance with this section and 23.2-29, as applicable.

**Staff Analysis:** The project's compliance with the community appearance and conditional use criteria is detailed below. **Meets Criterion.**

**Conditional Use Permit:**

Conditional uses are those uses that are generally compatible with the other uses permitted in a district, but that require individual review of their location, design, structure, configuration, density and intensity of use, and may require the imposition of conditions pertinent thereto in order to ensure the appropriateness and compatibility of the use at a particular location and to prevent or minimize potential adverse impacts to the surrounding area. The project proposal includes a conditional use request to establish a residential master plan greater than 7,500 square feet.

**Section 23.2-29(d): General findings relating to harmony with LDRs and protection of public interest**

The proposed project is consistent with the general findings relating to harmony with the LDRs and protection of public interest, as follows:

1. The conditional use exactly as proposed at the location where proposed will be in harmony with the uses which, under these LDRs and the future land use element, are most likely to occur in the immediate area where located.

**Staff Analysis:** The site contains a zoning designation of MU-W. Based on the intent of the MU-W zoning district, uses most likely to occur in the district are office and commercial uses, including moderate intensity and higher intensity commercial, hotel/motel, and medium-density multi-family residential development along the City's western thoroughfares. The proposed residential development is consistent with the intent of the MU-W district. Therefore, the proposed residential planned development is compatible and harmonious with the existing and anticipated surrounding uses. **Meets Criterion.**

2. The conditional use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.

**Staff Analysis:** The existing uses in the surrounding area are as follows:

Direction	Future Land Use	Zoning District	Current Use
North (adjacent)	MU -W	MU -W	Single-family residence
South (across 10 <sup>th</sup> Ave N)	MU -W	MU -W	Under construction – Future Wyndham Hotel
East (adjacent)	MU -W	MU -W	Vacant lots, office, and gas station
West (adjacent)	N/A	General Commercial (GC) – Unincorporated PBC	E-4 Keller Canal and a commercial plaza

Per the Palm Beach County Property Appraiser, the site is surrounded by a mixture of commercial and residential uses. To the north of the site is a single-family residence, and to the east are a mixture of vacant lots, office space, and a gas station. To the south of the site, across 10<sup>th</sup> Avenue North, is the future site of the Wyndham Hotel which is currently under construction. To the west, is the E-4 Keller Canal and a commercial plaza that is

located in Unincorporated Palm Beach County. The proposed use of multi-family residential has been found to be consistent with the surrounding commercial and residential uses. **Meets Criterion.**

3. The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the Property for some use permitted by right or some other conditional use permitted on the Property.

**Staff Analysis:** The approval of this conditional use will bring more residents to the City and contribute to the City's tax base. Therefore, the development is not anticipated to result in less public benefit than a use permitted by right. **Meets Criterion.**

4. The conditional use exactly as proposed will not result in more intensive development in advance of when such development is approved by the future land use element of the comprehensive plan.

**Staff Analysis:** Based on the table on pages four, the project proposes a density, height, and floor area ratio (FAR) that is less than the maximum development potential the code allows on this lot. Therefore, the project is not anticipated to be a more intensive development than what the Comprehensive Plan anticipates. **Meets Criterion.**

**Section 23.2-29(e): Specific standards for all conditional uses**

1. The proposed conditional use will not generate traffic volumes or movements, which will result in a significant adverse impact or reduce the level of service provided on any street to a level lower than would result from a development permitted by right.

**Staff Analysis:** Based on the Palm Beach County Traffic Concurrency Letter, the Palm Beach County Traffic Division has determined that the proposal meets the Traffic Performance Standards of Palm Beach County. The conditions imposed by the Palm Beach County Traffic Division have been satisfied based on the site plan. Additionally, per the Florida Department of Transportation's Trip Generation Table, 8<sup>th</sup> Edition, a 230-unit apartment complex is anticipated to generate 143 PM peak trips. Multi-family residential has a lower trip generation rate than single-family residential, which is a by right use. A project with 150-single-family homes would generate 152 PM peak trips. Therefore, the proposal is anticipated to generate less trips than a use permitted by right. The Applicant's Traffic Study can be viewed in Attachment C. **Meets Criterion.**

2. The proposed conditional use will not result in a significantly greater amount of through traffic on local streets than would result from a development permitted by right and is appropriately located with respect to collector and arterial streets.

**Staff Analysis:** Per the Palm Beach County Traffic Concurrency Letter, the Palm Beach County Traffic Division has determined that the proposal meets the Traffic Performance Standards of Palm Beach County. Therefore, the traffic generated from the proposed development is not anticipated to generate a significant amount of through traffic on local streets than would result from a development permitted by right. **Meets Criterion.**

3. The proposed conditional use will not produce significant air pollution emissions, to a level compatible with that which would result from a development permitted by right.

**Staff Analysis:** Staff does not anticipate the proposed 230-unit multi-family development to produce significant air pollution emissions that are greater than that of a development permitted by right. The proposed residential use does not pose a pollution hazard to the nearby properties. **Meets Criterion.**

4. The proposed conditional use will be so located in relation to the thoroughfare system that neither extension nor enlargement nor any other alteration of that system in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

**Staff Analysis:** The proposal includes a 15-foot right of way dedication for future road-widening projects. However, the project is not anticipated to cause a higher net public cost or earlier incursion of public cost than what would result from a development permitted by right. **Meets Criterion.**

5. The proposed conditional use will be so located in relation to water lines, sanitary sewers, storm sewers, surface drainage systems and other utility systems that neither extension nor enlargement nor any other alteration of such systems in a manner resulting in higher net public cost or earlier incursion of public cost than would result from development permitted by right.

**Staff Analysis:** The applicant will be utilizing existing City utility lines. No adverse impact to infrastructure or public utilities is anticipated to occur as a result of this request. **Meets Criterion.**

6. The proposed conditional use will not place a demand on municipal police or fire protection service beyond the capacity of those services.

**Staff Analysis:** The proposed development is not anticipated to place a demand on municipal police or fire protection service beyond the capacity of those services. In attempt to reduce the crime potential at this location, the Applicant has proposed perimeter security fencing with a vehicular gate placed about 210 feet into the property which will prevent the stacking of automobiles in the public right of way. **Meets Criterion.**

7. The proposed conditional use will not generate significant noise, or will appropriately mitigate anticipated noise to a level compatible with that which would result from a development permitted by right. Any proposed use must meet all the requirements and stipulations set forth in section 15.24, Noise control.

**Staff Analysis:** Unreasonable noise, which is defined in Section 15.24-1, is prohibited in the City when:

- Equal to or greater than 65 dba between 11:00 p.m. and 8:00 a.m., Sunday through Thursday
- Greater than 85 dba between 8:00 a.m. and 11:00 p.m., Sunday through Thursday
- Equal to or greater than 65 dba between 12:00 a.m. and 8:00 a.m., Friday through Saturday
- Equal to or greater than 85 dba between 8:00 a.m. and 12:00 a.m., Friday through Saturday

The requested use is for a 230-unit multi-family residential project. The use is not anticipated to cause unreasonable noise during the hours listed above. Therefore, the multi-family residential project is anticipated to generate noise levels that are compliant with Section 15.24. **Meets Criterion.**

8. The proposed conditional use will not generate light or glare which encroaches onto any adjacent property in excess of that allowed in Section 23.4-3, Exterior lighting.

**Staff Analysis:** The Applicant has not submitted a photometric plan. Therefore, staff has conditioned the Applicant to provide a photometric plan at least 14 days prior to the first City Commission hearing showing the location and dimensions of all exterior lighting to be installed on the site. Note that all lighting fixtures shall be

compatible with the architectural style of the building and all lighting shall be shielded so as to not trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. Further, all lighting shall comply with lighting code regulations in LDR Section 23.4-3. If using LED lighting, a warm light tone not to exceed 3000 K is required and all fixtures shall be dark skies compliant. **Meets Criterion as Conditioned.**

### **Sustainable Bonus Incentive Program**

The proposal includes a Sustainable Bonus Incentive Program to obtain additional height and additional density from the base zoning district, MU-W. Per Policy 1.2.3.4(3) of the City's Comprehensive Plan, residential planned developments may obtain a 25% bonus on density, intensity and height over the base outlined in Table 1 of the City's Comprehensive Plan. Therefore, 30 units per acre plus 25% equals a maximum density of 37.5 units per acre (239 units). The proposed residential planned development proposes a density of 36 units per acre (230 units) which is 39 units greater than what the base zoning district allows. The Sustainable Bonus value is \$10 per square foot of additional density. Because the average unit size is 949.6 square feet, the total required Sustainable Bonus value for this project is \$494,750 (949.6 sf x 39 units x \$10). Based on the Applicant's Sustainable Bonus Spreadsheet in Attachment C, the Applicant will obtain Florida Green Building Certification for all proposed buildings prior to the issuance of a Certificate of Occupancy. Florida Green Building Certification counts towards 50% of the total Sustainable Bonus value (\$247.375). The remaining \$247.375 in sustainable features are being met through a 15-foot right of way dedication, a public sidewalk along 10<sup>th</sup> Avenue North, on-site amenities including a pool and deck area, fitness room, cabana, tot lot, and a dog park, and lastly, a school bus shelter is being provided on site along 10<sup>th</sup> Avenue North. As mentioned, a detailed break-down of the Sustainable Bonus features are outlined in the spreadsheet in Attachment C.

### **Public Support/Opposition:**

Staff has not received any letters of support or opposition.

### **CONCLUSION:**

The proposed request for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program is consistent with the purpose, intent and requirements of the Comprehensive Plan, underlying zoning district, and surrounding areas, subject to compliance with staff's proposed conditions of approval. Therefore, staff recommends that the Board recommend approval of the proposed request with the conditions below:

#### **PB County Fire:**

1. Fire department access shall be no less than 20 feet.

#### **Electric Utilities:**

1. Prior to the issuance of a building permit, the following actions shall be completed:
  - a. Provide the voltage requirements of the existing six buildings proposed on the site and indicate whether they will be single-phase or three-phase. Buildings "A" and "C" must be three-phase since a single-phase transformer cannot handle the load of the proposed five-story buildings.
  - b. Indicate whether other services will be needed for the project such as irrigation, lift station, lighting, gates, etc. and where these services will be.
  - c. Identify the location for the padmount transformers and the meter centers for each building. The transformer locations must be accessible to our vehicles, and must have 8-ft minimum

- clearance in the front of them and three-foot minimum clearance on the sides and rear, including landscaping.
- d. Provide the load calculations for all buildings, the electrical riser diagrams for all buildings, and the construction plans showing the water, sewer, drainage, paving, landscaping, and lighting for the project.
2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
    - a. Provide a 10-foot wide utility easement for all of the electric lines, transformers and other equipment that will need to be installed to provide power to this project.
    - b. The customer will be responsible for installing all schedule-40 gray conduit that will be needed by Lake Worth Beach for this project for its primary cable. This conduit must be installed at a 42" minimum depth. Pad specs will be given to the customer to show the proper orientation of conduit at the padmount transformers.

#### **Community Services Landscaping:**

1. Conditions of approval that must be met at least 14 days prior to the first City Commission hearing:
  - a. Show all ground level mechanical equipment such as A/C Condensers on landscape plans. All ground level mechanical equipment including private lift stations must be screened by shrubs and/or opaque fencing or walls. Show the required screening on plans.
  - b. Landscape is required at the base of the entrance sign. Show this on the landscape plan or provide a separate sign plan which shows the required landscape.
  - c. The dumpster enclosure shall be screened with landscaping in a manner consistent with the code requirements.
  - d. Shrubs located in landscape areas between parking and vehicular use areas and a chain link fence shall be maintained a minimum of height of no less than 4 ft to provide screening of parking and vehicle use areas from adjacent properties.

#### **Planning and Zoning:**

1. Conditions of approval that must be met at least 14 days prior to the first City Commission hearing:
  - a. A complete signed and sealed plan set shall be submitted to the City's Planning and Zoning Division at least 14 days prior to the first City Commission reading. Said plans shall be revised to depict the following:
    - i. Show the location and screening method of all mechanical equipment, including AC equipment, on the site plan. Per LDR Sec. 23.6-1(c)(3)(h), all ground level mechanical equipment shall be screened with shrub hedging or opaque fencing or walls. Chain link or other similar type open fencing shall not be permitted. If the mechanical equipment will be located on the roof, provide a roof diagram with the mechanical equipment location labeled. Note that per LDR Section 23.4-21(1), all roof-mounted equipment visible. Materials used for screening purposes shall be compatible with the architectural style, color, and materials of the principal building from adjacent property or an adjacent street shall be screened from view. The minimum height of such screening shall be equal to the highest point of the systems/equipment.
    - ii. Per LDR Section 23.4-4(e)(1)(C), along side and rear property lines adjacent to roadways, fencing shall be setback a minimum of 30 inches and require a landscape screen that shall be maintained at a minimum height of 24 inches. Therefore, the portion of fencing along the east property line that is adjacent to Keast Lane shall be setback 30 inches with

- the required landscape screening. Show the new fence placement and screening on the revised plan set.
- iii. Per LDR Section 23.4-4(e)(3)(B), chain link fencing visible from all rights of way shall have a landscape screen of shrub hedging or other continuous decorative landscaping on the side of the fence facing the public right-of-way that is a minimum height of 24 inches at installation and shall be maintained at no less than 3/4 of the total height of the fence. Therefore, the portion of chain link fencing that is visible from 10<sup>th</sup> Avenue North shall have the required landscape screening. Show said landscaping on the revised plan set.
  - iv. Note on the landscape plans that shrubs planted in landscape areas between parking and vehicular use areas with chain link fencing shall have a minimum planting depth of 24 inches at installation and shall be maintained at no less than 4 feet in height to provide a continuous landscape screen. This shall not apply to areas with an opaque fence that provides full screening of the parking and vehicular use area.
  - v. Identify a designated ride share parking space or drop-off/pick-up area outside of the gate.
  - vi. The landscape plan shall be updated to address the landscape comments and the required screening of the dumpster and refuse. These areas are required to be screened with opaque fencing or walls with an exterior landscape screen of shrub hedging or other continuous decorative landscaping that is a minimum height of 24 inches at installation and shall be maintained at no less than ¾ of the total height of the enclosure.
  - vii. Provide a photometric plan showing the location and dimensions of all exterior lighting to be installed on the site. Note that all lighting fixtures shall be compatible with the architectural style of the building and all lighting shall be shielded so as to not trespass upon neighboring residential properties or districts in excess of 12.57 lumens when measured from the property line. Further, all lighting shall comply with lighting code regulations in LDR Section 23.4-3. If using LED lighting, a warm light tone not to exceed 3000 K is required and all fixtures shall be dark skies compliant.
- b. Provide a statement indicating how package and mail delivery will function on the property. Staff may require the parking area for package and mail delivery services to be identified on the site plan if needed for clarity. Currently, a clubhouse/mailroom is identified on the site plan within the gate. Another mail facility is identified on the first floor of the building outside gate on the architectural plans, but not the site plan.
2. Prior to the issuance of a building permit, the following actions shall be completed:
    - a. All traffic requirements outlined in the Palm Beach County Traffic Division's TPS letter shall be completed.
  3. Prior to a Certificate of Occupancy, the following actions shall be completed:
    - a. The project site shall be replatted in accordance with the procedures and regulations outlined in LDR Section 23.5-2. All platting shall be finalized prior to construction. Note that per LDR Section 23.3-5(h)(4)(D), *"if a zoning change is involved, certification from the department for community sustainability shall be furnished to the city clerk indicating that the change requested has been approved and is in effect, and that the size of lots and other features shown on the plat conform to all zoning requirements. Signing of the final plat by the city clerk shall constitute such certification."*
    - b. An application to replat the property is shall be submitted to the City's Planning and Zoning Division.

4. All signage shall be applied for on a separate building permit and shall comply with LDR Section 23.5-1, Signage.
5. Per the site plan, the development proposes 61,675 square feet of semi-pervious surface to meet the maximum impermeable surface requirement. Therefore, prior to the issuance of a building permit, documentation shall be provided to staff showing the percolation rate of the semi-pervious paving material to ensure that has a percolation rate that is at least 50% rate to the ground percolation rate. Also include a paver maintenance plan to ensure that it will maintain its permeability over time.
  - a. Note that if the semi-pervious material is converted to impervious surface area at any time, the project would exceed the code's maximum impermeable surface coverage allowance and thus, the Applicant would need to apply for a Planned Development amendment.

**Urban Design:**

1. Conditions of approval that must be met at least 14 days prior to the first City Commission hearing:
  - a. Front main building - Building Type III-H – the floor plans of the residential units on the west side of the structure do not match the colored elevations or the renderings. The colored elevations and renderings show a large slider and a smaller accent window. The floor plans only show what are likely two smaller accent windows. The plans should be updated for consistency and clarity.
  - b. The front façade on the west side of the Building Type III-H remains a large expanse of blank wall above the second floor, additional fenestration is required. Plans should be updated for consistency with this condition.

**Public Works:**

1. Prior to the issuance of a building permit, the following actions shall be completed:
  - a. The applicant shall contact the Lake Worth Drainage (LWDD) District's Engineering Department and obtain any required permit(s), if necessary, and furnish to the City. Prior to the issuance of a building permit, the applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
  - b. The applicant shall ensure that the dumpster enclosure meets the specifications of the Public Services Department.
  - c. The applicant shall complete the right of way permit from Palm Beach County for the construction of improvements on 10<sup>th</sup> Avenue North.
  - d. The applicant shall submit an Erosion Control plan and indicate the BMP's and NPDES compliance practices.
2. Prior to the issuance of a Certificate of Occupancy, the following actions shall be completed:
  - a. The applicant shall ensure the entire surrounding off-site infrastructure inclusive of the roadway, sidewalk, curbing, stormwater system piping and structures, valve boxes, manholes, landscaping, striping, signage, and other improvements are in the same condition as prior to construction
  - b. The applicant shall fine grade and sod all disturbed areas with bahia sod.
  - c. The applicant shall broom sweep all areas of the affected right of way and remove of all silt and debris collected as a result of construction activity.
3. The issuance of any permits shall comply with all provisions of the Lake Worth Municipal Code and all other applicable standards including but not limited to the Florida Department of Transportation (FDOT), Manual on Uniform Traffic Control Devices (MUTCD), and City of Lake Worth Public Works Construction Standards and Policy and Procedure Manual.

**Utilities Water & Sewer:**

1. Conditions of approval that must be met at least 14 days prior to the first City Commission reading:
  - a. Paving/Grading/Drainage:
    - i. The drainage plan shall address management of stormwater runoff in the green spaces surrounding the apartments. This shall be supported with signed and sealed Drainage Calculations including statement regarding floodplain management provisions for water quality and quantity shall be provided to the City.
    - ii. The City's drainage policy is that project site must contain the 3-yr 1-hour storm event on site, this equates to 2.6" of rainfall. Other regulating agency policy's still apply and the design must meet the most stringent of these requirements.
    - iii. The final grading plan shall include cross sections from the paved area/buildings to the end of property boundary for each property line and each cross section change.
  - b. Water and Sewer:
    - i. The watermain & forcemain tie-in locations must be designed and coordinated with the future pipeline extensions planned in 10<sup>th</sup> Ave N.
    - ii. Water Utilities must be centered or arrange in a dedicated utility easement. Minimum size of dedicated easements is 15-foot.
    - iii. The utility plan and the proposed landscaping shall pair well with the underground utility infrastructure as well as underground storage. There are locations where gumbo limbo trees are proposed in a tree island that is shared with fire hydrant, due to the root structure of this tree it is not recommended. Fire lines and water service line shall be well planned to avoid interaction with growing root systems.
2. Prior to the issuance of a building permit, the following actions shall be completed:
  - a. Provide copies of the required SFWMD and LWDD permits
  - b. Reserved capacity fees for water and sewer shall be paid in full per phase plan.

**Lake Worth Drainage District (LWDD):**

1. Prior to submitting a LWDD permit, and prior to the issuance of a city building permit, the following actions shall be completed:
  - a. The outfall connection into the E-4 Canal shall be constructed and stabilized with rip-rap rubble for 25 feet on the center of the RCP outfall pipe. The depiction of the rip-rap rubble indicates 20 feet. Revise to 25 feet on the Civil Engineering Plans.
  - b. The canal bank shall be stabilized with rip-rap rubble for the length of the project. Show rip-rap rubble detail along the length of the project.
  - c. All other requirements from the LWDD shall be met.

**Board Actions:**

I MOVE TO RECOMMEND APPROVAL OF PZB PROJECT NUMBER 20-01400047 with staff recommended **conditions** for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program to construct a 230-unit multifamily development at the subject site. The project meets the applicable criteria based on the data and analysis in the staff report.

I MOVE TO RECOMMEND DENIAL OF PZB PROJECT NUMBER 20-01400047 for a Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus

Incentive Program to construct a 230-unit multifamily development at the subject site. The project does not meet the applicable criteria for the following reasons [Board member please state reasons.]

**Consequent Action:**

The Planning & Zoning Board will be making a recommendation to the City Commission on the Residential Planned Development, Development of Significant Impact, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program.

**ATTACHMENTS:**

- A. Zoning Map
- B. Site Plan Package
- C. Supplemental Supporting Documents
- D. Site Photos



# Zoning Map - Golden Roads

Department for Community Sustainability



Zoning	
	I-POC
	MF-20
	MU-W
	P
	Highlighted Parcel



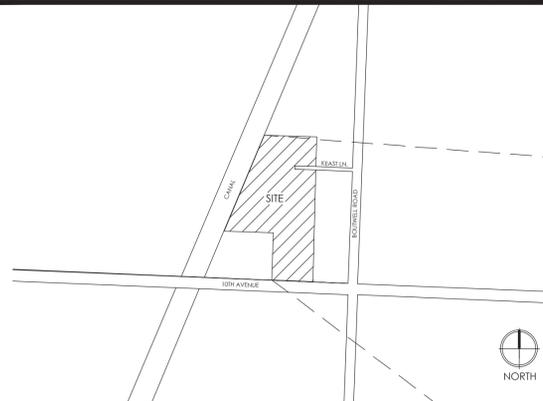
# Golden Road Apartments

## LANDSCAPE PLANS

CITY OF LAKE WORTH, FL

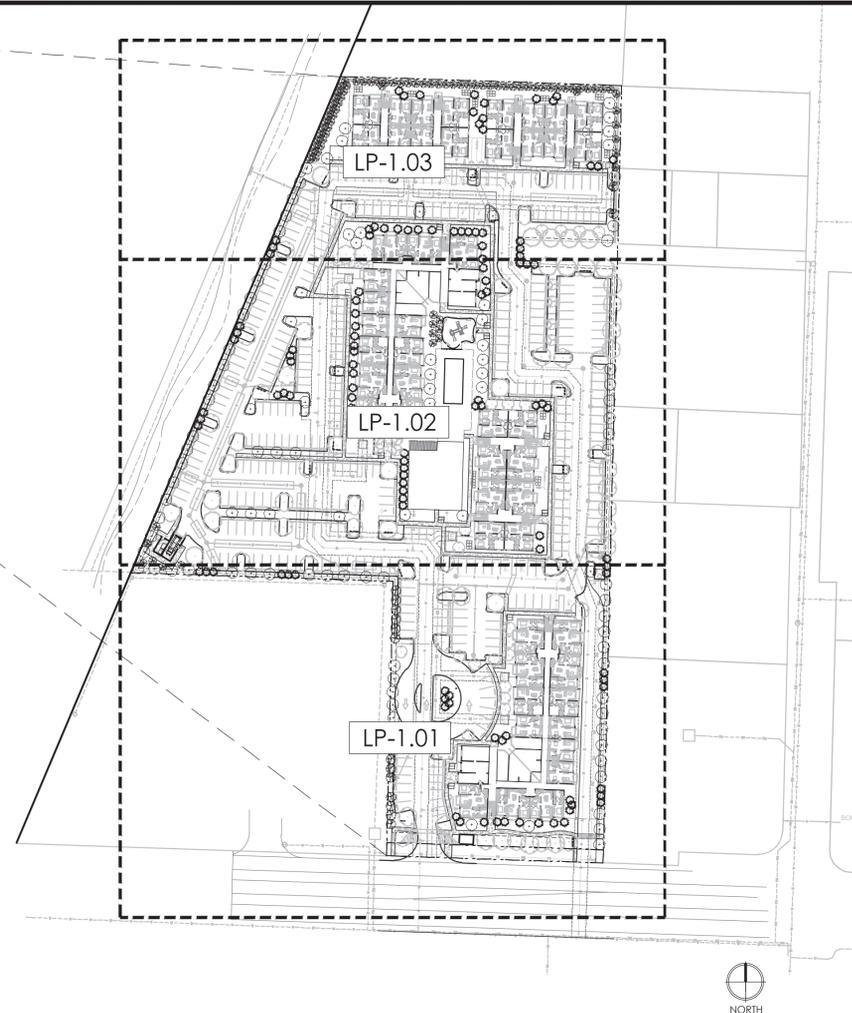
LOCATION MAP

N.T.S.



OVERALL SHEET KEY MAP

N.T.S.



### SHEET INDEX

SHEET NO.	SHEET TITLE
LP-1.01	LANDSCAPE PLAN
LP-1.02	LANDSCAPE PLAN
LP-1.03	LANDSCAPE PLAN
LP-2.01	LANDSCAPE DETAILS
LP-3.01	LANDSCAPE SPECIFICATIONS

### CODE COMPLIANCE CHART - PERIMETER LANDSCAPE REQUIREMENTS (ADJ. TO VEHICULAR USE AREAS)

LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
A 10' R.O.W. BUFFER (SOUTH P.L.) 175' LF @ 1 TREE / 25' LF = <b>7 TREES</b> HEDGE (24" TALL @ INSTALLATION)	TREES = <b>7 TREES</b>
B 5' PERIMETER BUFFER 276' LF @ 1 TREE / 20' LF = <b>14 TREES</b> HEDGE (24" TALL @ INSTALLATION)	TREES = <b>14 TREES</b>
C 5' PERIMETER BUFFER 278' LF @ 1 TREE / 20' LF = <b>14 TREES</b> HEDGE (24" TALL @ INSTALLATION)	12 TREES + 6 PALMS @ 3:1 = <b>14 TREES</b>
D 5' PERIMETER BUFFER 470' LF @ 1 TREE / 20' LF = <b>24 TREES</b> HEDGE (24" TALL @ INSTALLATION)	21 TREES + 9 PALMS @ 3:1 = <b>24 TREES</b>
E 5' PERIMETER BUFFER 920' LF @ 1 TREE / 20' LF = <b>46 TREES</b> HEDGE (24" TALL @ INSTALLATION)	41 TREES + 15 PALMS @ 3:1 = <b>46 TREES</b>

### CODE COMPLIANCE CHART - INTERIOR LANDSCAPE REQUIREMENTS (BUILDING LANDSCAPE AREA)

LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
BUILDING A: 1 SHRUB / 5 SF = <b>3,690 SF</b> 738 SHRUBS	BUILDING A: SHRUBS = <b>1,144 SHRUBS</b>
BUILDING B: 1 SHRUB / 5 SF = <b>2,339 SF</b> 468 SHRUBS	BUILDING B: SHRUBS = <b>616 SHRUBS</b>
BUILDING C: 1 SHRUB / 5 SF = <b>3,696 SF</b> 740 SHRUBS	BUILDING C: SHRUBS = <b>1,374 SHRUBS</b>
BUILDING D: 1 SHRUB / 5 SF = <b>2,163 SF</b> 433 SHRUBS	BUILDING D: SHRUBS = <b>498 SHRUBS</b>
BUILDING E: 1 SHRUB / 5 SF = <b>2,163 SF</b> 433 SHRUBS	BUILDING E: SHRUBS = <b>467 SHRUBS</b>
CLUBHOUSE: 1 SHRUB / 5 SF = <b>1,399 SF</b> 280 SHRUBS	CLUBHOUSE: SHRUBS = <b>410 SHRUBS</b>

### CODE COMPLIANCE CHART - INTERIOR LANDSCAPE REQUIREMENTS

LANDSCAPE REQUIRED	LANDSCAPE PROVIDED
VUA LANDSCAPE AREA: 117,992 SF * 20% = <b>23,598 SF</b> TREES/PALMS: 23,598 SF @ 1 TREE / 125 SF = <b>189 TREES</b>	VUA LANDSCAPE AREA: <b>24,811 SF</b>
NON-VUA LANDSCAPE AREA: <b>32,643 SF</b> TREES/PALMS: 32,643 SF 1 SMALL TREE / 225 SF = 148 SMALL TREES OR 1 MEDIUM TREE / 400 SF = 83 MEDIUM TREES OR 1 LARGE TREE / 625 SF = 53 LARGE TREES	
TOTAL TREES REQUIRED: 189 TREES + 53 LARGE TREES = <b>242 TREES TOTAL</b>	TOTAL PROVIDED: 212 TREES + 90 PALMS @ 3:1 = <b>242 TREES</b>



PREPARED BY:



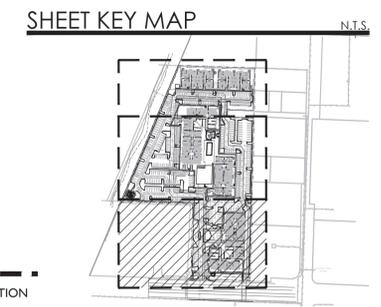
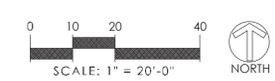
2035 Vista Parkway, West Palm Beach, FL 33411  
Phone No. 866.909.2220 www.wginc.com  
Cert No. 6091 - LB No. 7055

PREPARED FOR:

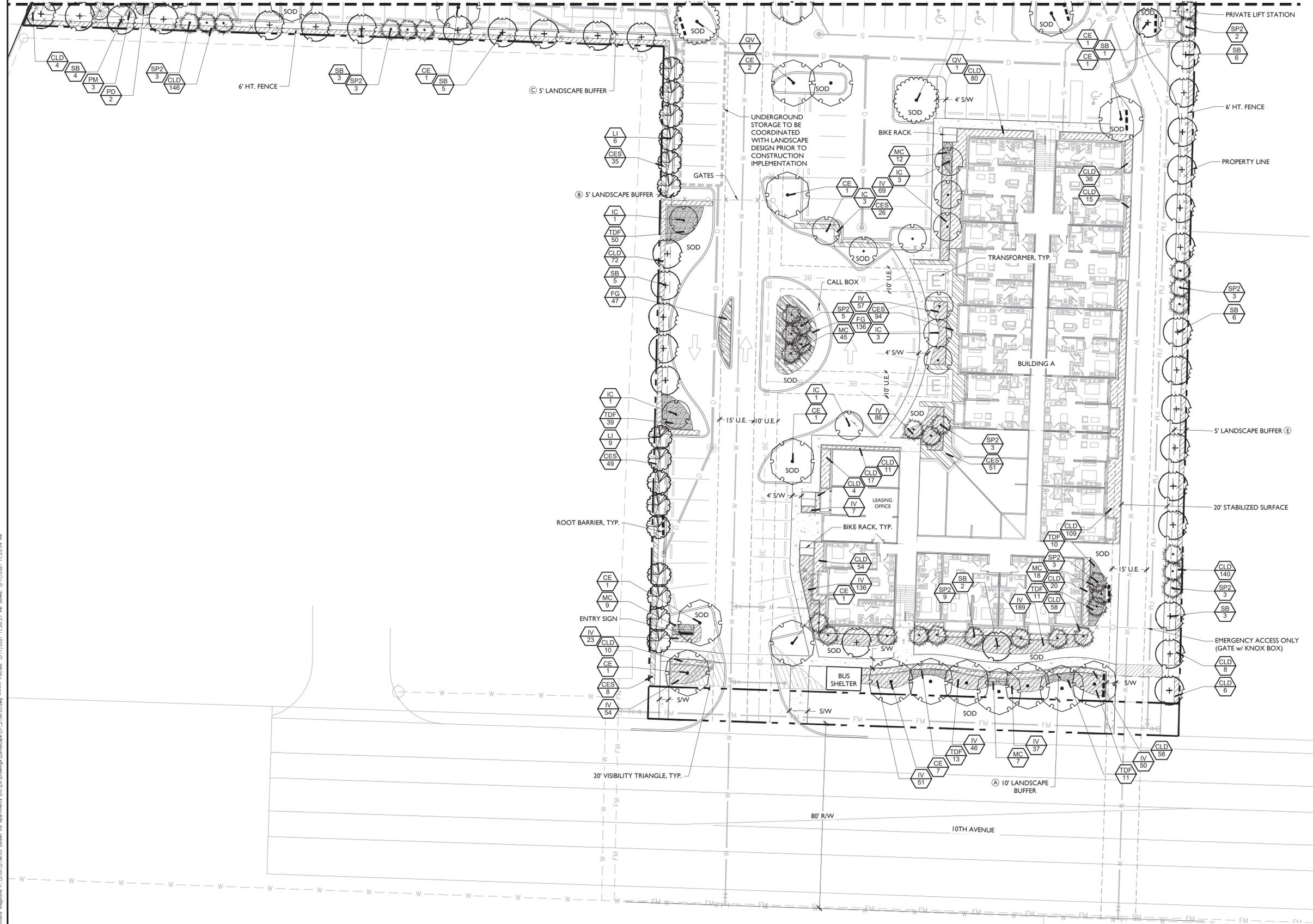
LANDMARK RESIDENTIAL MANAGEMENT, LLC  
4890 W. KENNEDY BOULEVARD, SUITE 240  
TAMPA, FL 33609



WGI NO.: 2156.03  
LANDSCAPE PLANS  
RESUBMITTAL



MATCHLINE A, SEE SHEET LP-1.02



**WGL**  
 2035 Vista Parkway, West Palm Beach, FL 33411  
 Phone No. 866.909.2220 www.wgfl.com  
 Cert No. 6091 - LB No. 7055

REVISIONS				
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2	03.17.21	RESUBMITTAL	DN	DN

CAD LP_2156.03.DWG	2156.03	DN	TM	12-02-2020
JOB NO.				
DRAWN BY				
CHECK BY				
DATE				

LANDSCAPE ARCHITECT OF RECORD  
**TIFFANY D MAY, PLA**  
 FL # LA6667274

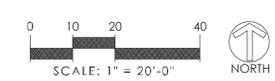
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**GOLDEN ROAD APARTMENTS  
 LAKE WORTH, FLORIDA**

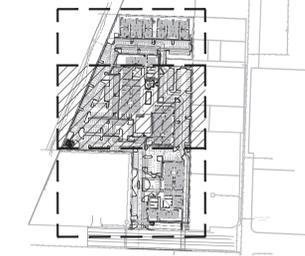
LANDSCAPE PLAN

SHEET:  
 LP-1.01

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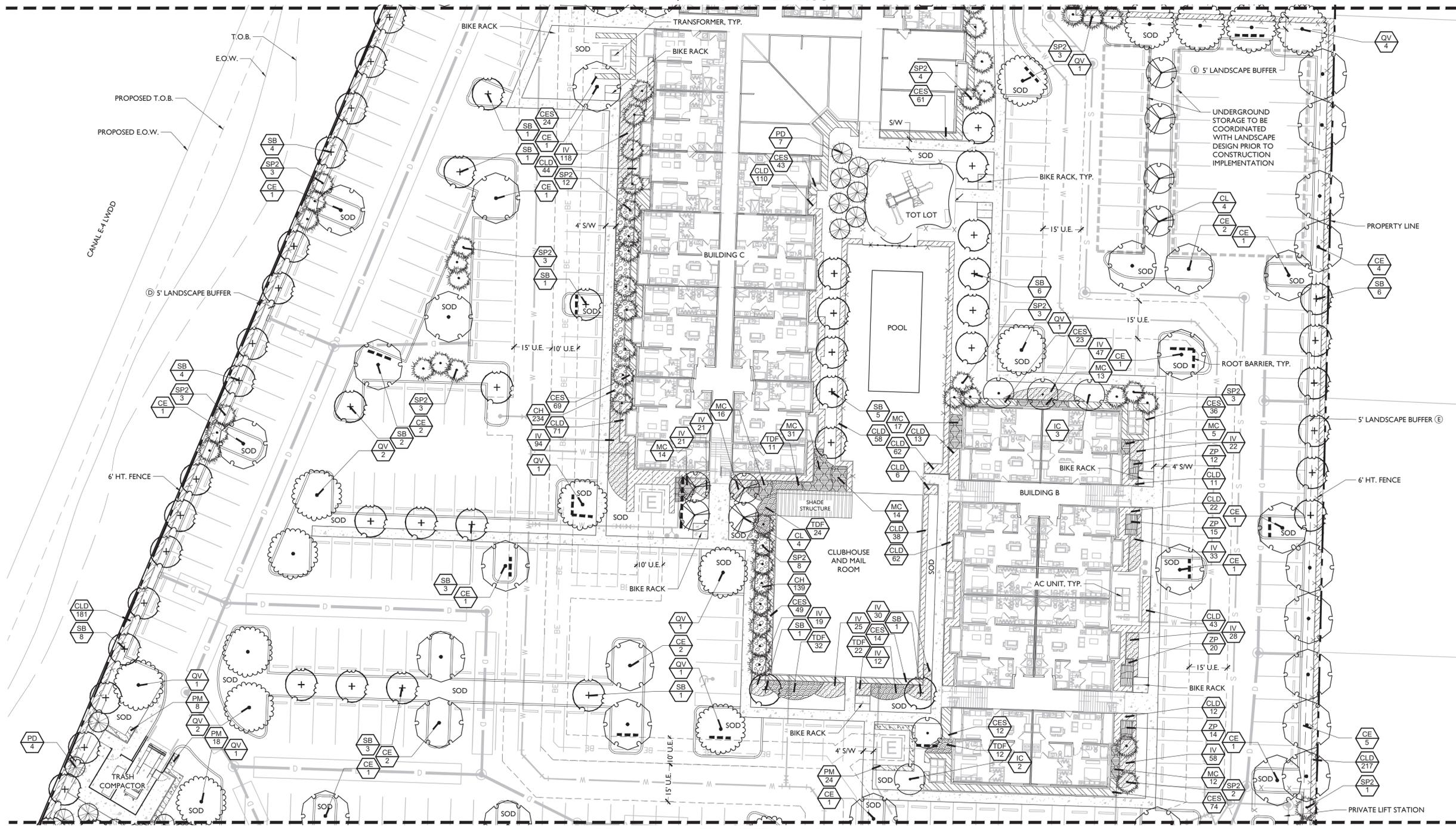


SHEET KEY MAP



**WGL**  
 2035 Vista Parkway, West Palm Beach, FL 33411  
 Phone No. 866.909.2220 www.wgfl.com  
 Cert No. 6091 - LB No. 7055

MATCHLINE B, SEE SHEET LP-1.03



MATCHLINE A, SEE SHEET LP-1.01

REVISIONS		
NO.	DATE	DESCRIPTION
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2	03.17.21	RESUBMITTAL

CAD LP_2156.03.DWG	2156.03	DN	TM	12-02-2020
JOB NO.	DRAWN BY	CHECK BY	DATE	

LANDSCAPE ARCHITECT OF RECORD  
 TIFFANY D MAY, PLA  
 FL # LA6667274

**GOLDEN ROAD APARTMENTS  
 LAKE WORTH, FLORIDA**

LANDSCAPE PLAN

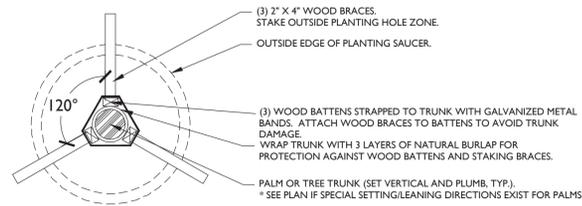
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### SMALL PALM STAKING PLAN

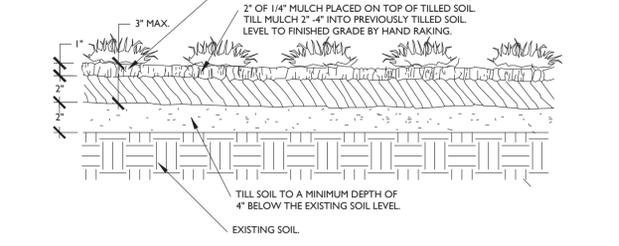
NOTE:  
1. APPLICABLE TO ALL PALMS WITH CALIPER SIZE OF LESS THAN SIX (6) INCHES.  
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



NTS.

### GROUND COVER DETAIL

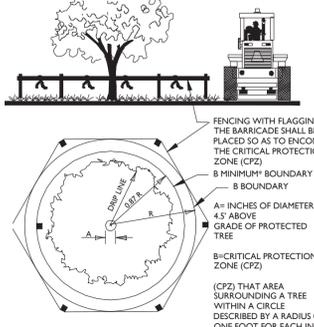
NOTE:  
1. THIS DETAIL APPLIES TO ALL TREES THAT WILL BE PRESERVED IN PLACE OR BE RELOCATED.



NTS.

### TREE PROTECTION DETAIL

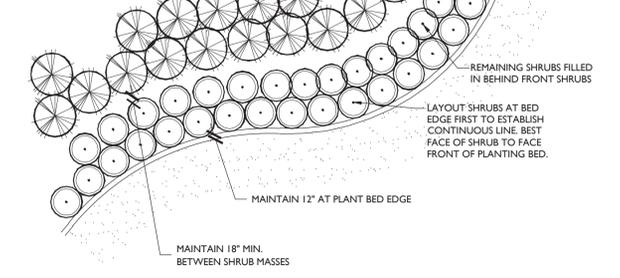
NOTE 1. THIS DETAIL APPLIES TO ALL TREES THAT WILL BE PRESERVED IN PLACE OR BE RELOCATED.



NTS.

### SHRUB AND GROUND COVER PLANTING DETAIL

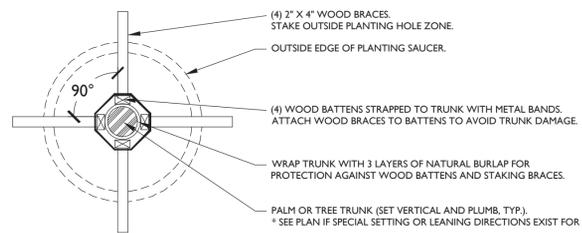
NOTE:  
1. THIS DETAIL APPLIES TO ALL TREES THAT WILL BE PRESERVED IN PLACE OR BE RELOCATED.



NTS.

### LARGE PALM OR TREE STAKING PLAN

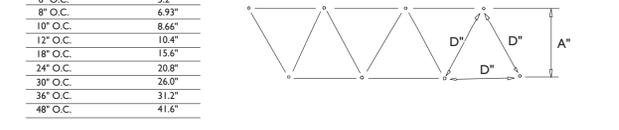
NOTE:  
1. APPLICABLE TO ALL MULTI-TRUNK PALMS AND PALMS WITH CALIPER SIZE OF SIX (6) INCHES OR GREATER.  
2. ALL TREE SUPPORTS MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS FOR SHADE TREES OR ONE YEAR FOR PALMS.



NTS.

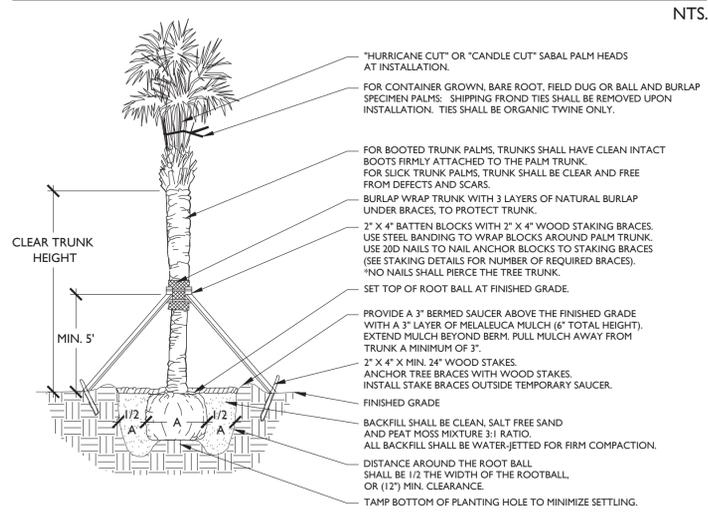
### PLANT SPACING DETAIL

NOTE:  
1. THIS DETAIL APPLIES TO ALL TREES THAT WILL BE PRESERVED IN PLACE OR BE RELOCATED.



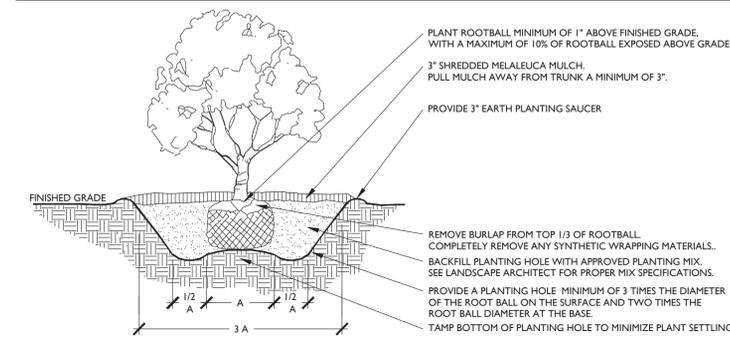
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### PALM PLANTING DETAIL



NTS.

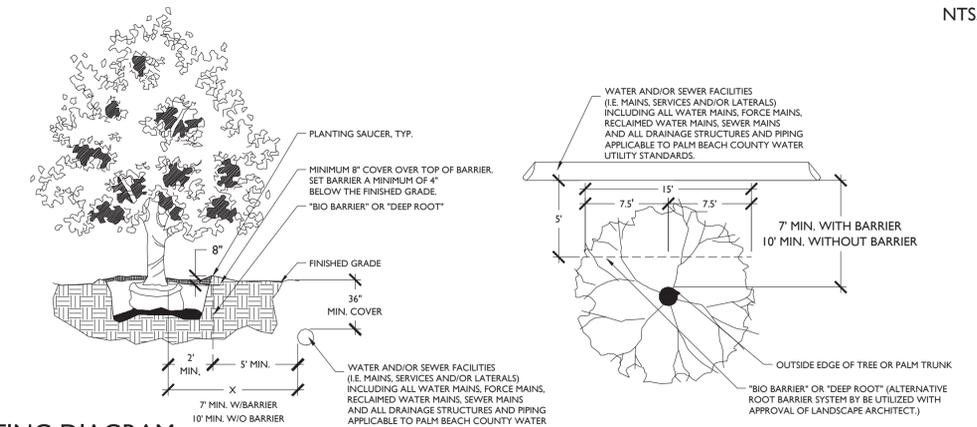
### SHRUB PLANTING DETAIL



NTS.

### ROOT BARRIER DETAIL

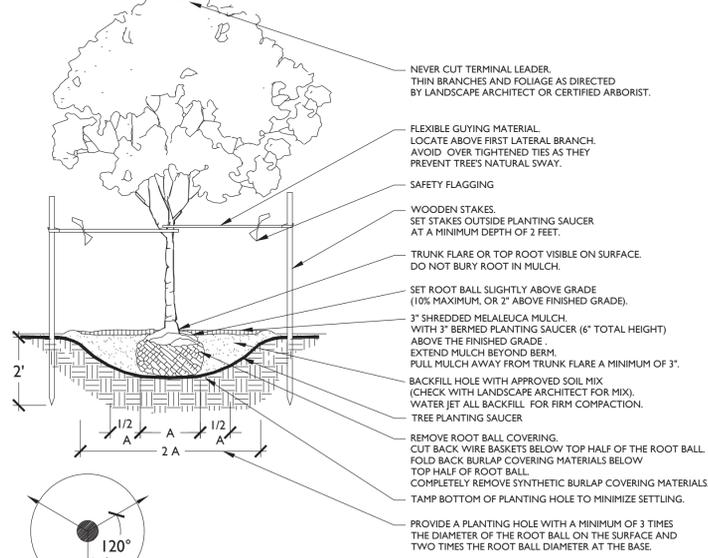
NOTE:  
1. TREES ARE TO BE INSTALLED WITH A MINIMUM TEN FOOT (10') SEPARATION FROM ANY PUBLIC WATER OR PUBLIC SEWER MAIN AND/OR SERVICE, HYDRANTS, AND LIFT STATIONS. IF A TEN FOOT (10') SEPARATION CANNOT BE ACHIEVED, THE TREE SHALL BE INSTALLED WITH A ROOT BARRIER SYSTEM.  
2. ROOT BARRIERS SHALL COMPLY WITH ALL REQUIREMENTS OF THE MUNICIPALITY WITHIN WHICH THEY ARE LOCATED AS WELL AS WITH ANY REQUIREMENTS OF THE UTILITY HOLDER OF THE AFFECTED UTILITIES. IN THE EVENT THAT CONFLICTING REQUIREMENTS EXIST BETWEEN THIS ROOT BARRIER DETAIL AND THE MUNICIPALITY/UTILITY HOLDER REQUIREMENTS, THE MORE STRINGENT OF THE REQUIREMENTS SHALL BE APPLICABLE.



NTS.

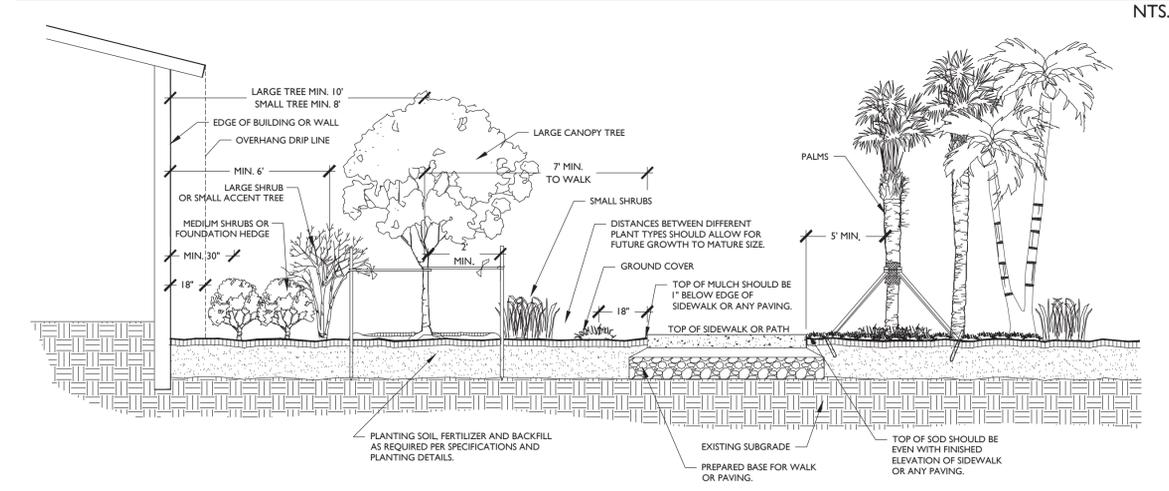
### TREE PLANTING DETAIL

NOTE:  
1. ALL TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED. TYPICALLY SIX MONTHS TO ONE YEAR AFTER PLANTING FOR SHADE TREES.



NTS.

### TYPICAL PLANTING DIAGRAM



NTS.

### LANDSCAPE NOTES:

- STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, BERMS, WALL, FENCES, UTILITIES OR ROADWAYS.
- CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL, OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
- TREES SHOWN ON THIS PLAN ARE FOR GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. IN THE EVENT OF A CONFLICT, AFFECTED PLANT MATERIAL SHALL BE FIELD ADJUSTED WITH THE APPROVAL OF THE LANDSCAPE ARCHITECT TO AVOID CONFLICTS WITH THE WITH EXISTING AND PROPOSED UTILITIES, LIGHT POLES, DRAINAGE STRUCTURES OR LINES, LAKE MAINTENANCE EASEMENTS OR OTHER AFFECTED SITE FEATURES.
- ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30" AND 8' ABOVE THE PAVEMENT.
- ALL UTILITY BOXES/ STRUCTURES TO BE SCREENED ON 3 SIDES W/ APPROVED PLANTING MATERIAL.
- IRRIGATION IS REQUIRED PROVIDING 100% COVERAGE WITH A MAXIMUM OF 50% OVERLAP, AN AUTOMATIC RAIN SENSOR MUST BE INSTALLED.
- ALL PLANT MATERIAL TO BE INSTALLED SHALL CONFORM TO FLORIDA POWER AND LIGHTS' (FPL'S) RIGHT TREE RIGHT PLACE GUIDELINES.
- IN CASE OF DISCREPANCIES PLANS TAKE PRECEDENCE OVER PLANT LIST.
- LANDSCAPE CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL QUANTITIES PRIOR TO BIDDING.
- REMOVAL OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR.
- RELOCATION OF EXISTING VEGETATION IS RESPONSIBILITY OF LANDSCAPE CONTRACTOR. REFER TO SPECIFICATIONS FOR RELOCATION INSTRUCTIONS.
- ALL PLANT MATERIAL TO BE FLORIDA GRADE #1 AT TIME OF INSTALLATION UNLESS OTHERWISE NOTED.

NO.	DATE	DESCRIPTION	BY	DN
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2	03.17.21	RESUBMITTAL	DN	DN

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DRAWN BY: DN  
CHECK BY: TM  
DATE: 12-02-2020

LANDSCAPE ARCHITECT OF RECORD  
TIFFANY D MAY, PLA  
FL # LA6667274

Digitally signed by Tiffany D May, May 14, 2024 11:25:04 AM Eastern Standard Time  
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VIEW LOOKING NORTH EAST FROM 10TH AVE.

RENDERING

SITE PLAN SUBMITTAL 12/12/2020	BY
SITE PLAN RESUBMITTAL 02/05/2021	
SITE PLAN RESUBMITTAL 03/17/2021	

GOLDEN ROAD  
APARTMENTS

FOR:  
GEORGE MOURIZ  
DATE: 2021.03.17  
STATE OF FLORIDA  
PROFESSIONAL ARCHITECT  
NO. 155-04100

MSA ARCHITECTS, INC.  
AAC000895  
8850 SW 74th COURT  
SUITE 3153  
MIAMI, FLORIDA 33156  
(305) 273-9911

**MSA ARCHITECTS**  
ARCHITECTURE & PLANNING

DRAWN  
DATE 00/00/2016  
SCALE AS SHOWN  
JOB NO. 1998.PRJ

SHEET TITLE:

RENDERING

SHEET NUMBER:

A-0.1

THE LEGAL PROPERTY OF AND ALL RIGHTS ARE RESERVED BY THE ARCHITECT.

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SITE PLAN RESUBMITTAL 02/05/2021	
SITE PLAN RESUBMITTAL 03/17/2021	

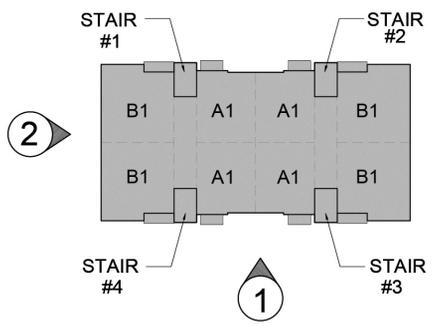
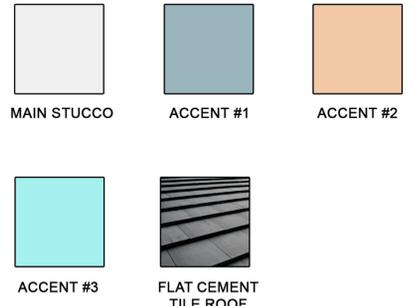


1 FRONT / REAR ELEVATION



2 SIDE ELEVATION

COLOR SCHEME



KEYPLAN  
N.T.S

BUILDING TYPE I - ELEVATIONS  
SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS  
FOR: LANDMARK RESIDENTIAL MANAGEMENT, LLC  
LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
Mouriz  
Date: 2021.03.17 10:50:04-0500  
AR0007806

MSA ARCHITECTS, INC.  
AACC000895  
8850 SW 74th COURT  
MIAMI, FLORIDA 33156  
(305) 273-9911

**MSA ARCHITECTS**  
ARCHITECTURE & PLANNING

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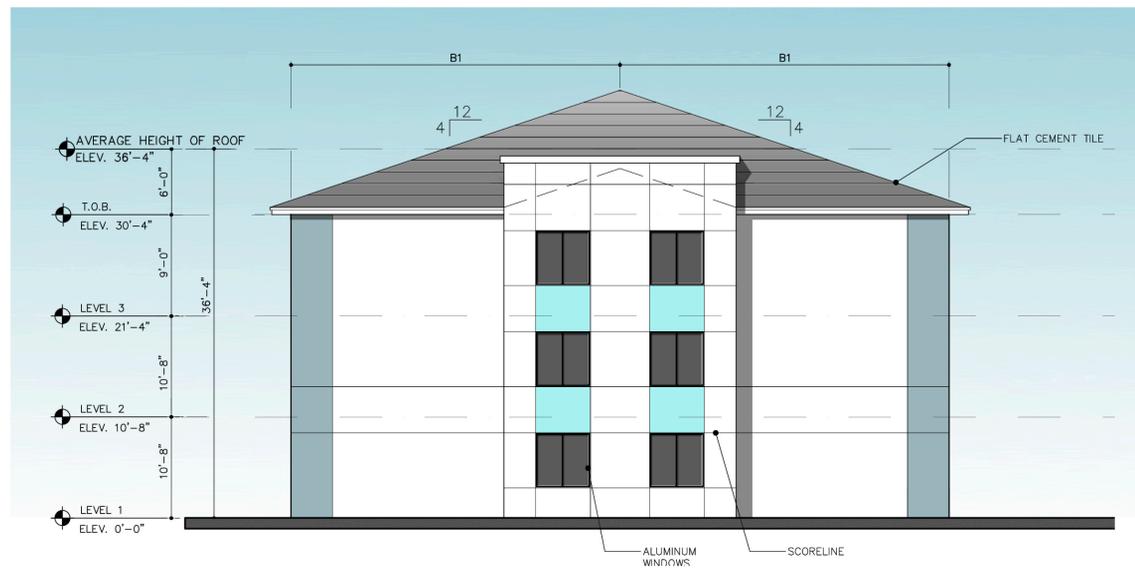
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SCALE	AS SHOWN
JOB NO.	1998.PRJ

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SHEET NUMBER:	A-3.1.1

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SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

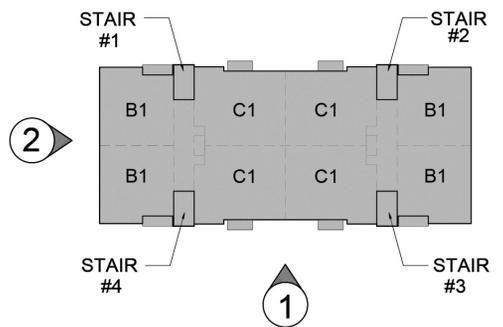
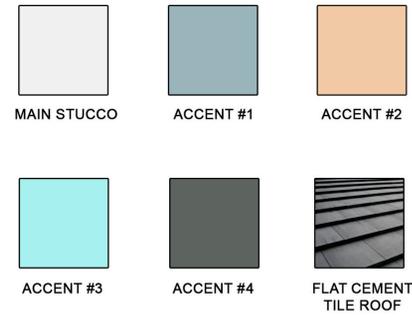


1 FRONT / REAR ELEVATION



2 SIDE ELEVATION

COLOR SCHEME



KEYPLAN

N.T.S.

BUILDING TYPE II - ELEVATIONS  
SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS  
 FOR: ANDMARK RESIDENTIAL MANAGEMENT, LLC  
 LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
 Date: 2021.03.17 10:25:03 -0400

GEORGE L. MOURIZ  
 AR0007806

MSA ARCHITECTS, INC.  
 ARCHITECTURE & PLANNING  
 8950 SW 74th COURT  
 MIAMI, FLORIDA 33156  
 (305) 273-9911

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 ARCHITECTURE & PLANNING

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ELEVATIONS	
SHEET NUMBER:	
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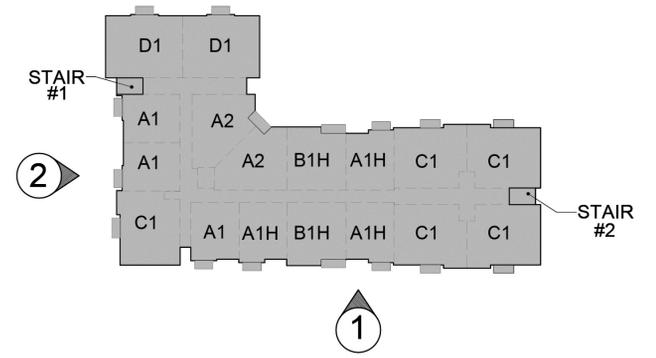
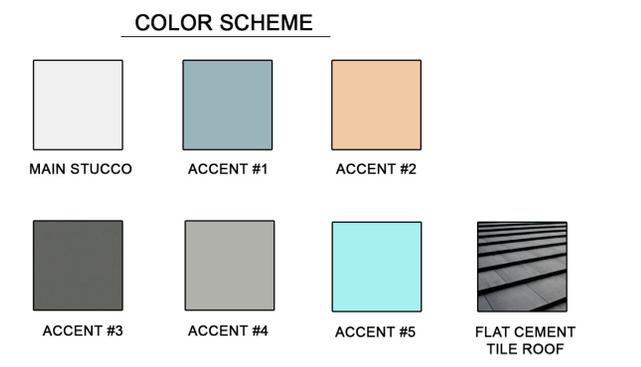
SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	



1 FRONT ELEVATION



2 SIDE ELEVATION



KEYPLAN  
N.T.S.

NOTE: ROOF EQUIPMENT TO BE SCREENED BY PARAPET  
(SEE ROOF PLANS FOR A/C LOCATION)

BUILDING TYPE III - ELEVATIONS  
SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS  
FOR: GRANDMARK RESIDENTIAL MANAGEMENT, LLC  
LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
Date: 2021.05.17 16:06:04 -0400

GEORGE L. MOURIZ  
AR0007806

MSA ARCHITECTS, INC.  
A/C0000885  
8885 SW 74th COURT  
SUITE 1513  
MIAMI, FLORIDA 33156  
(305) 273-9911

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DRAWN	00/00/2016
DATE	AS SHOWN
SCALE	1998.PRJ
JOB NO.	
SHEET TITLE:	ELEVATIONS
SHEET NUMBER:	A-3.3.1

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

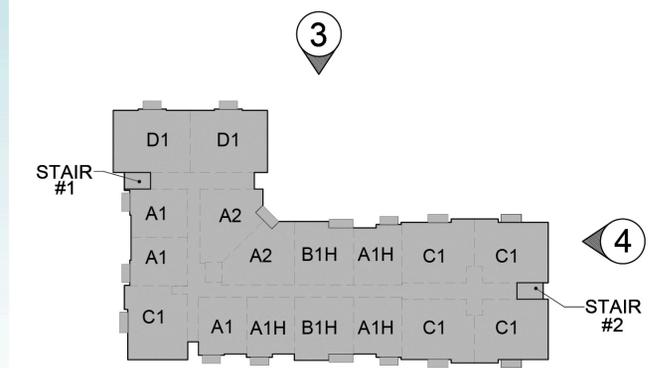
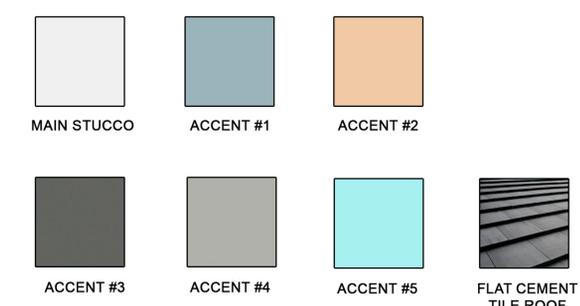


3 REAR ELEVATION



4 SIDE ELEVATION

COLOR SCHEME



KEYPLAN  
N.T.S.

NOTE: ROOF EQUIPMENT TO BE SCREENED BY PARAPET  
(SEE ROOF PLANS FOR A/C LOCATION)

BUILDING TYPE III - ELEVATIONS  
SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS  
FOR: GRANDMARK RESIDENTIAL MANAGEMENT, LLC  
LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
Date: 2021.03.17 10:04:00  
George L. Mouriz  
A0007806

MSA ARCHITECTS, INC.  
AAC000895  
8950 SW 74th COURT  
MIAMI, FLORIDA 33156  
(305) 273-9911

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DRAWN	00/00/2016
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	ELEVATIONS
SHEET NUMBER:	A-3.3.2

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	



1 SIDE ELEVATION

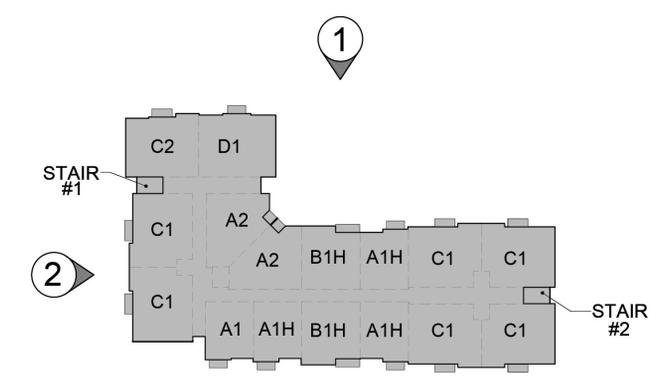


2 FRONT ELEVATION

COLOR SCHEME



2,383 sf 1,057 sf (44%)  
 PROVIDED GLAZING DIAGRAM (FRONT ELEV.)  
 N.T.S.



KEYPLAN

N.T.S.

NOTE: ROOF EQUIPMENT TO BE SCREENED BY PARAPET  
 (SEE ROOF PLANS FOR A/C LOCATION)

BUILDING TYPE III-HYBRID - ELEVATIONS

SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS  
 FOR: LANDMARK RESIDENTIAL MANAGEMENT, LLC  
 LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
 Date: 2021.03.17 14:04:00  
 GEORGE L. MOURIZ  
 AR0007806

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 AOC000895  
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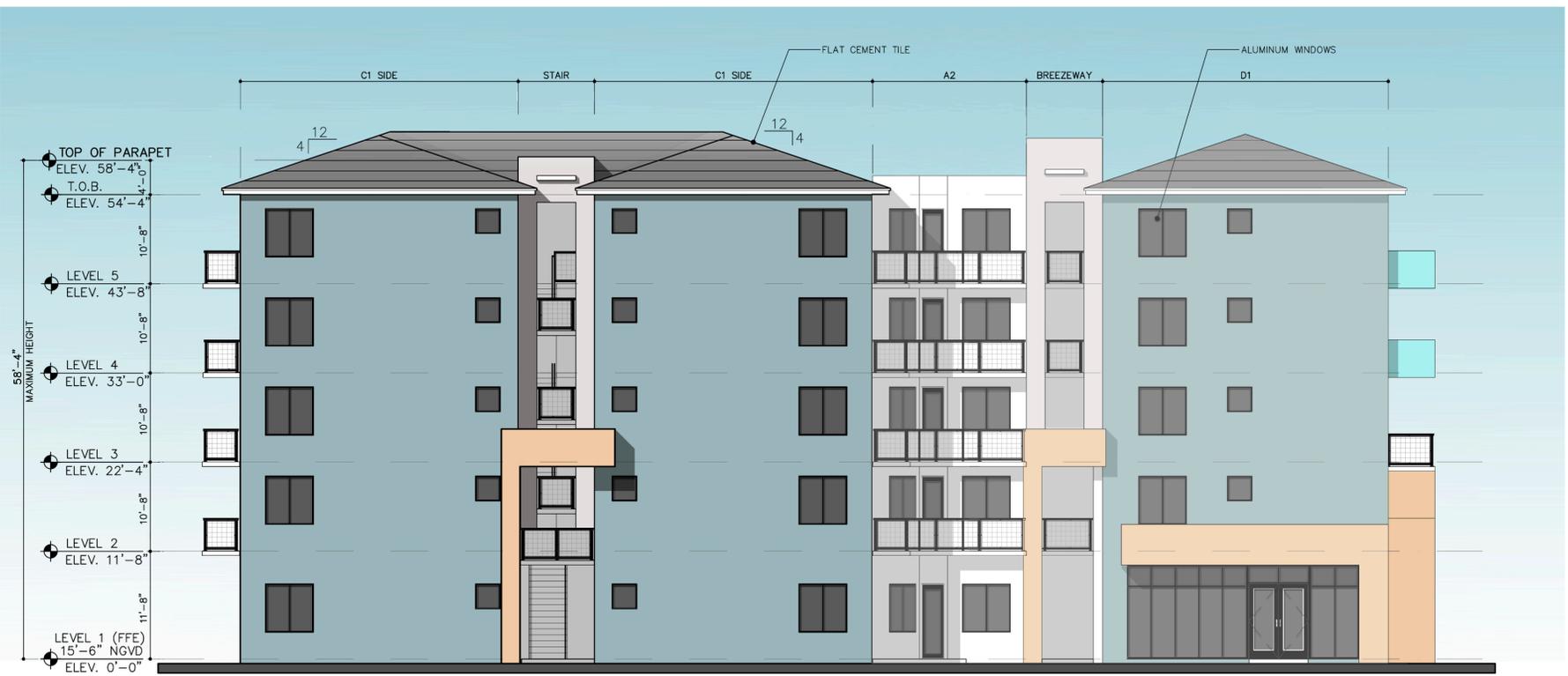
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	ELEVATIONS
SHEET NUMBER:	A-3.3A.1

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	



3 REAR ELEVATION

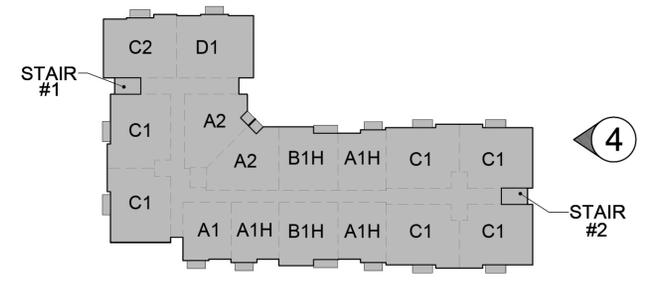


4 SIDE ELEVATION

NOTE: ROOF EQUIPMENT TO BE SCREENED BY PARAPET (SEE ROOF PLANS FOR A/C LOCATION)

COLOR SCHEME

MAIN STUCCO	ACCENT #1	ACCENT #2	
ACCENT #3	ACCENT #4	ACCENT #5	FLAT CEMENT TILE ROOF



KEYPLAN

N.T.S.

BUILDING TYPE III-HYBRID - ELEVATIONS

SCALE: 1/8"=1'-0"

GOLDEN ROAD APARTMENTS  
 FOR:  
 HANDBRAND RESIDENTIAL MANAGEMENT, LLC  
 LOCATED AT:  
 LAKE WORTH BEACH

Digitally signed by George Mouriz  
 Date: 2021.03.17 13:04:00  
 GEORGE L. MOURIZ  
 AR007806

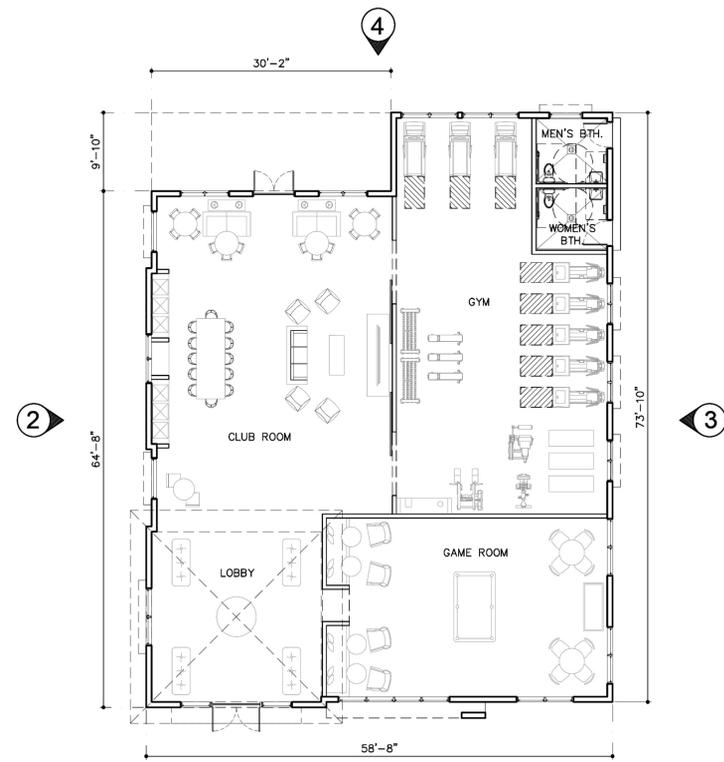
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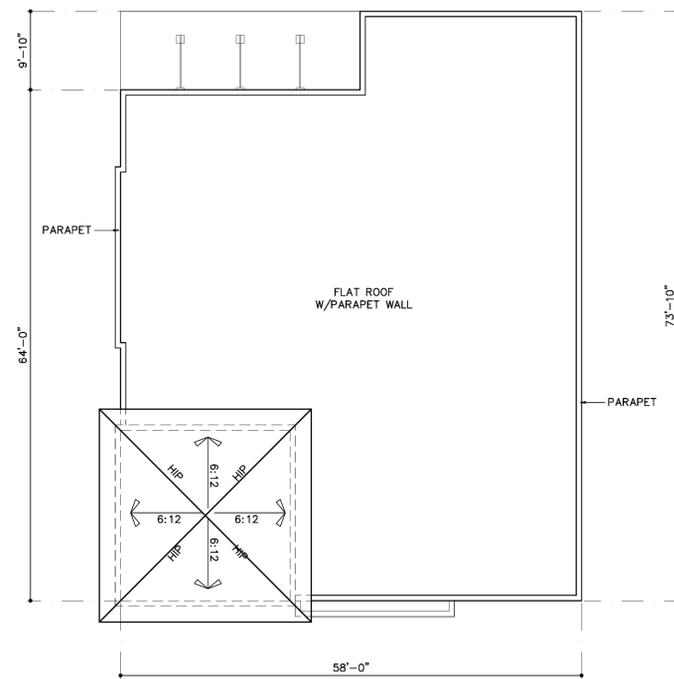
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SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	ELEVATIONS
SHEET NUMBER:	A-3.3A.2

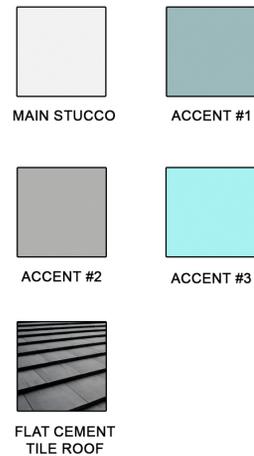


FLOOR PLAN



ROOF PLAN

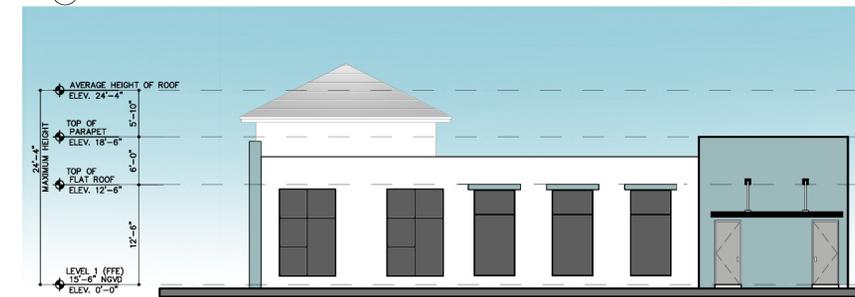
COLOR SCHEME



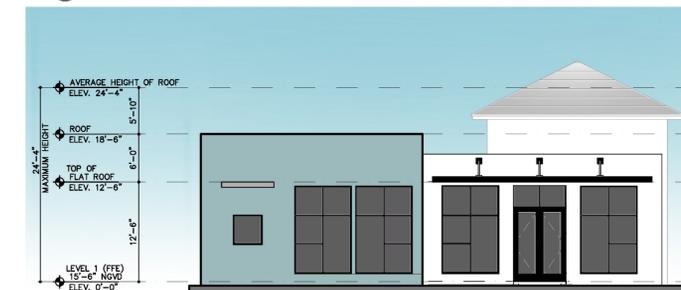
1 FRONT ELEVATION



2 SIDE ELEVATION



3 SIDE ELEVATION



4 REAR ELEVATION

CLUBHOUSE

SCALE: 3/32"=1'-0"

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	

GOLDEN ROAD APARTMENTS  
 FOR: MIDMARK RESIDENTIAL MANAGEMENT, LLC  
 LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
 Date: 2021.03.17 11:55:0400  
 GEORGE L. MOURIZ  
 AR0007806

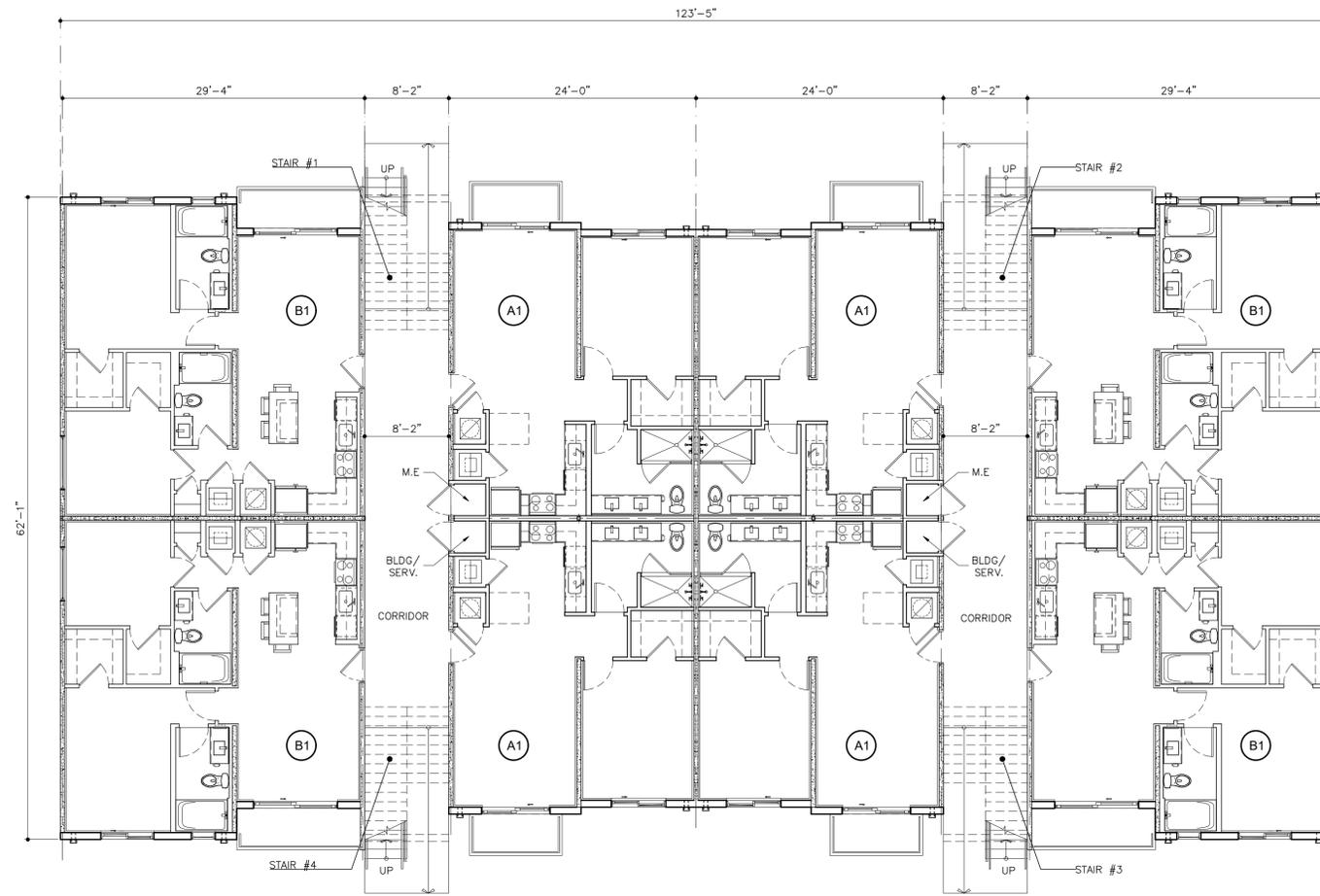
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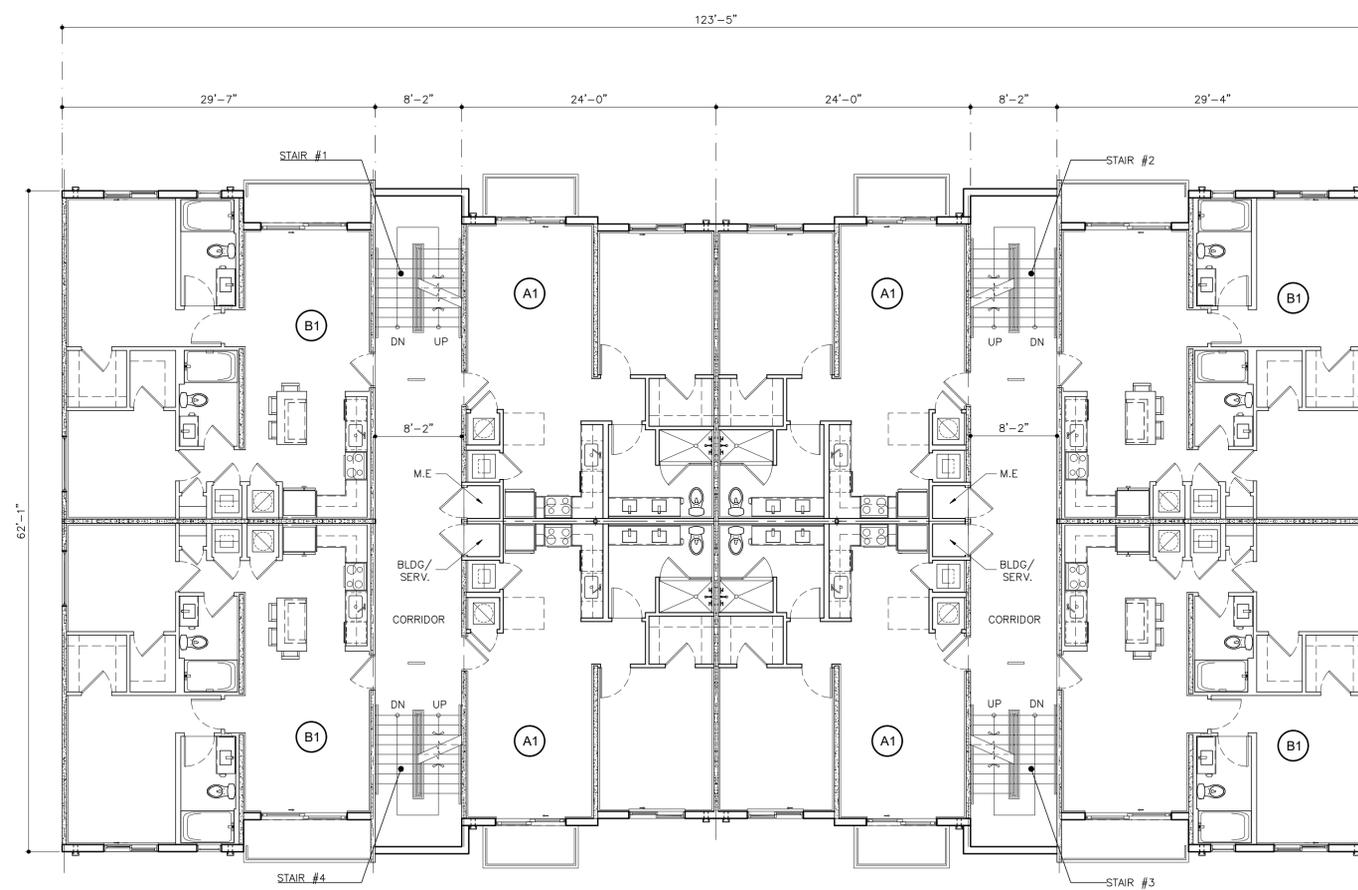
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SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	CLUBHOUSE
SHEET NUMBER:	CH-2.1



LEVEL 1



LEVEL 2

**BUILDING TYPE I**

3 STORIES / 24 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz** Date: 2023.17.10 10:53:04-0400

GEORGE L. MOURIZ  
AR0007806

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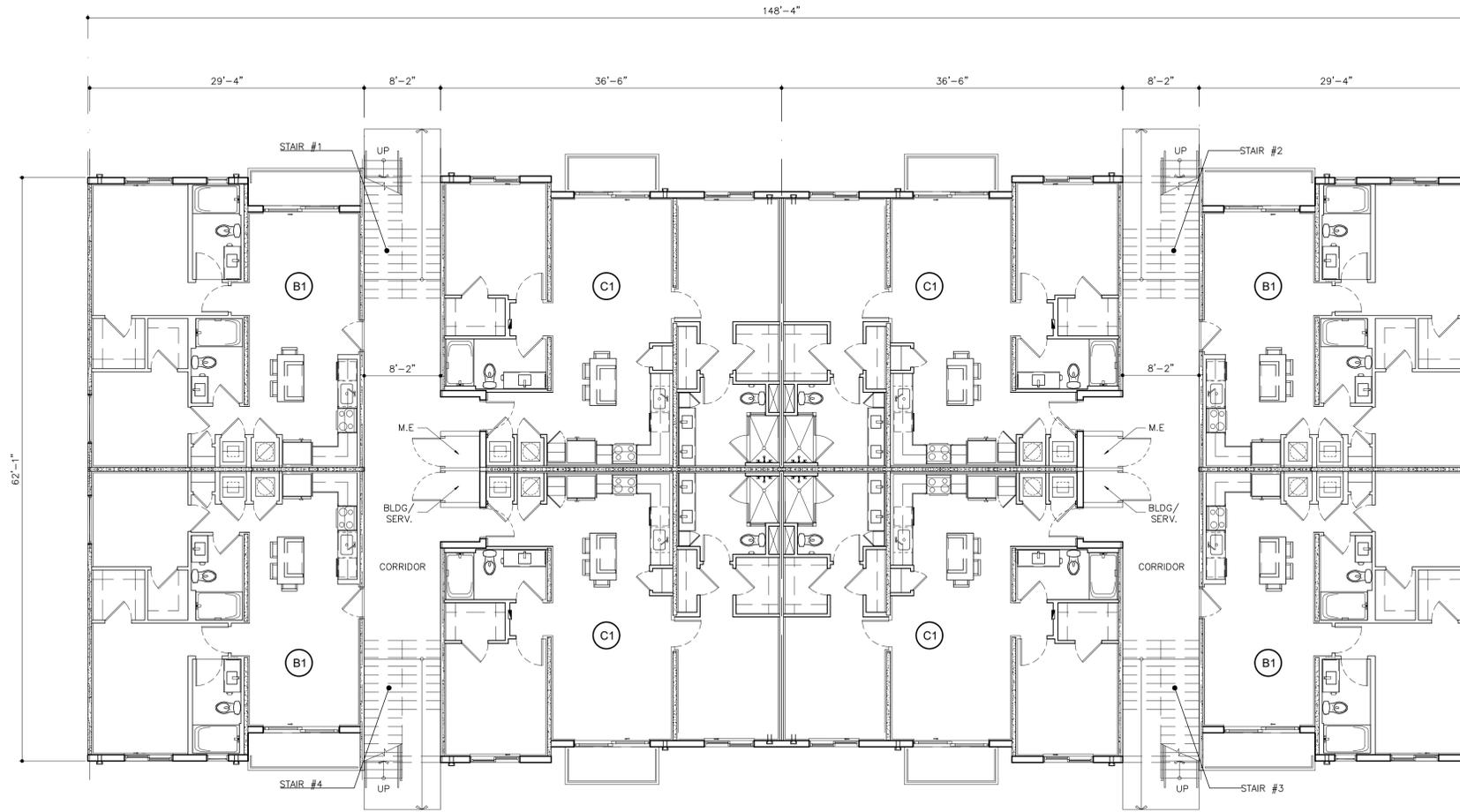
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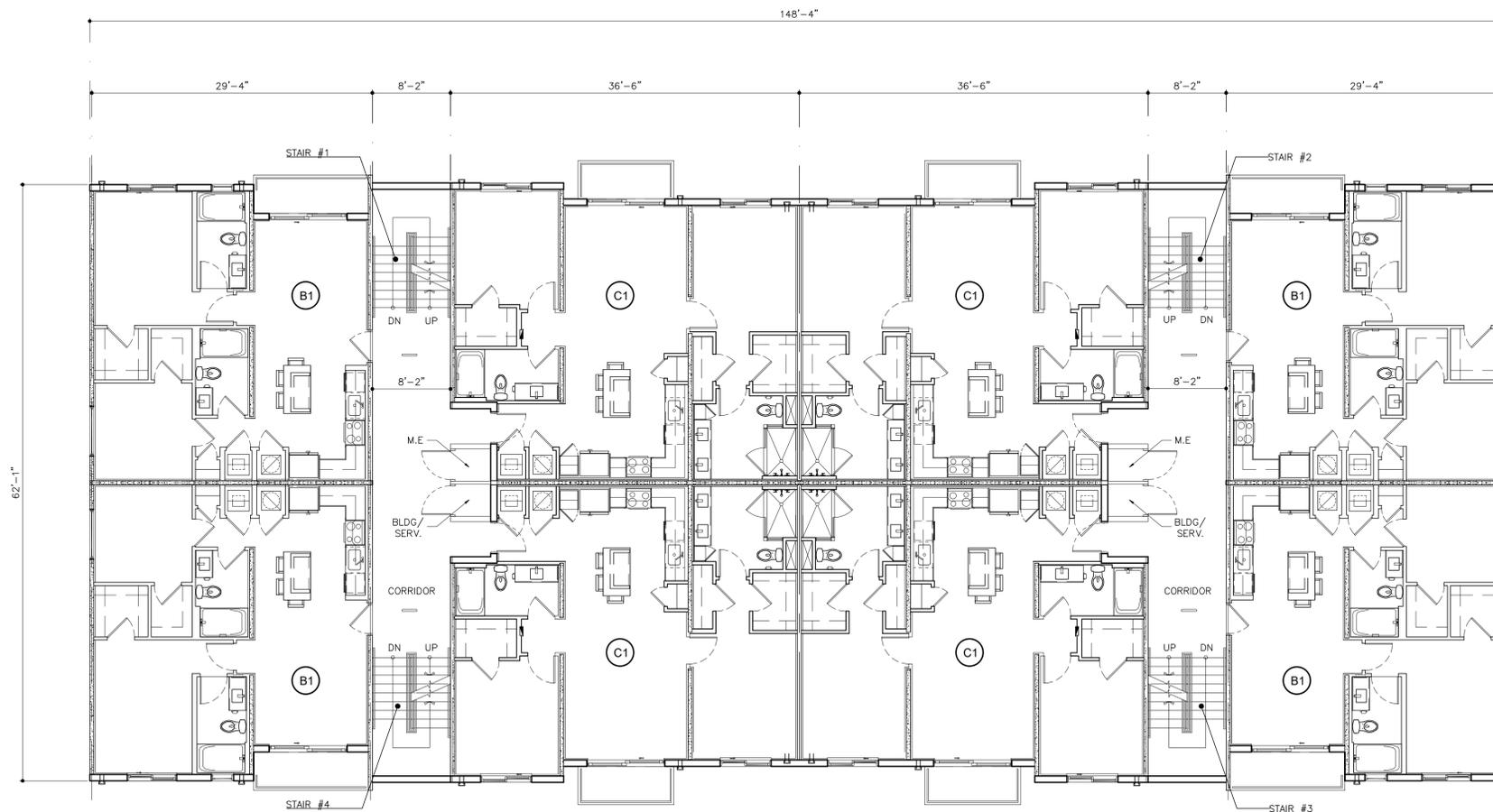
DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	<b>BUILDING PLANS</b> TYPE I
SHEET NUMBER:	<b>A-2.1.1</b>





LEVEL 1



LEVEL 2

**BUILDING TYPE II**  
3 STORIES / 24 DU'S      SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz  
Date: 03.17.2021 10:40:00  
GEORGE L. MOURIZ  
AR0007806

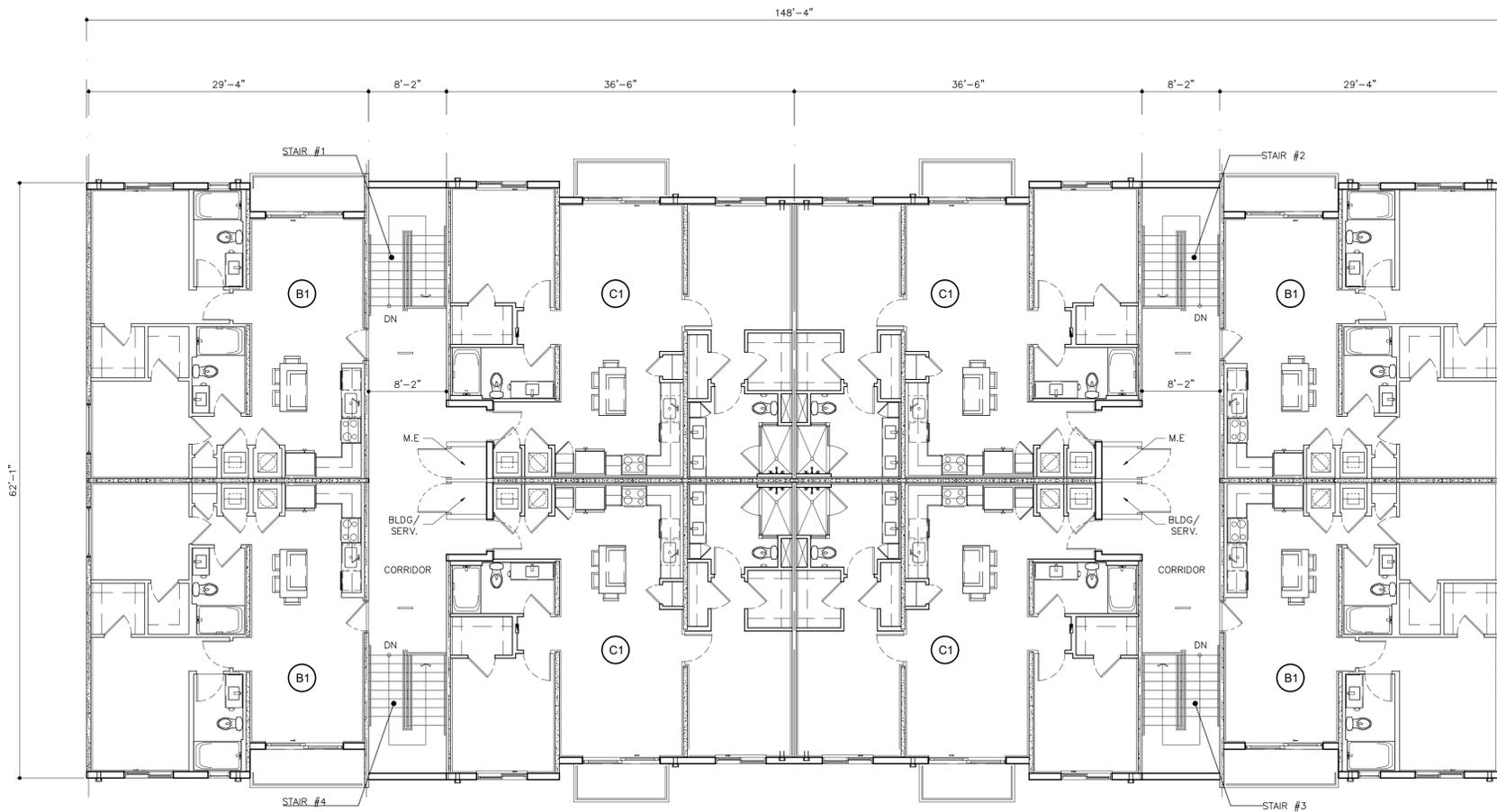
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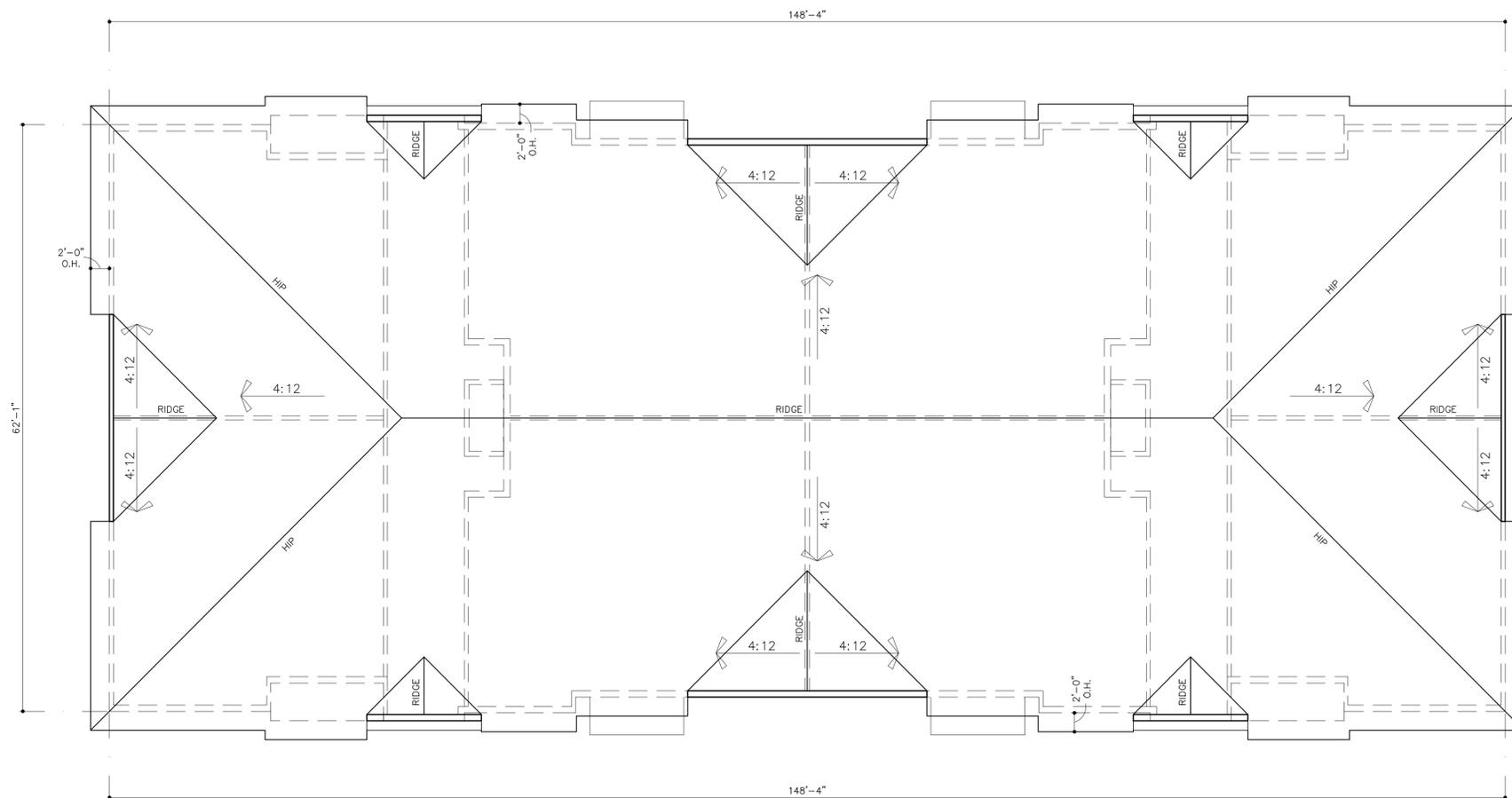
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DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	<b>BUILDING PLANS TYPE II</b>
SHEET NUMBER:	<b>A-2.2.1</b>



LEVEL 3



ROOF

**BUILDING TYPE II**  
3 STORIES / 3 STORY SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**  
FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz  
2021.03.17 09:00'00'

GEORGE L. MOURIZ  
AR0007806

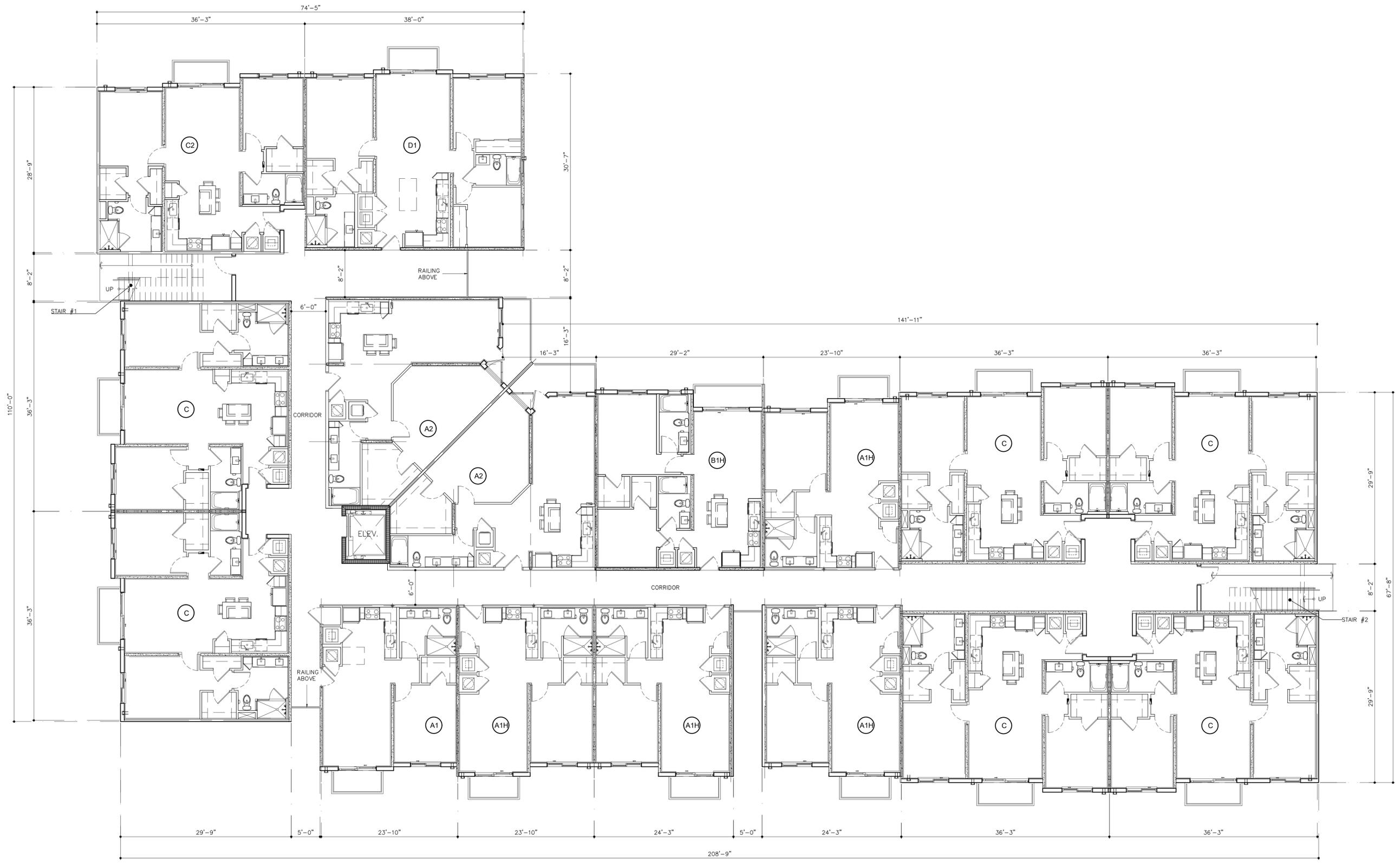
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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	<b>BUILDING PLANS</b> TYPE II
SHEET NUMBER:	<b>A-2.2.2</b>



LEVEL 1

**BUILDING TYPE III**

5 STORY / 80 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	BY
12/12/2020	
SITE PLAN RESUBMITTAL	
02/05/2021	
SITE PLAN RESUBMITTAL	
03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
 LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz** Date: 2021.03.17 10:40:40  
 GEORGE L. MOURIZ AR0007806

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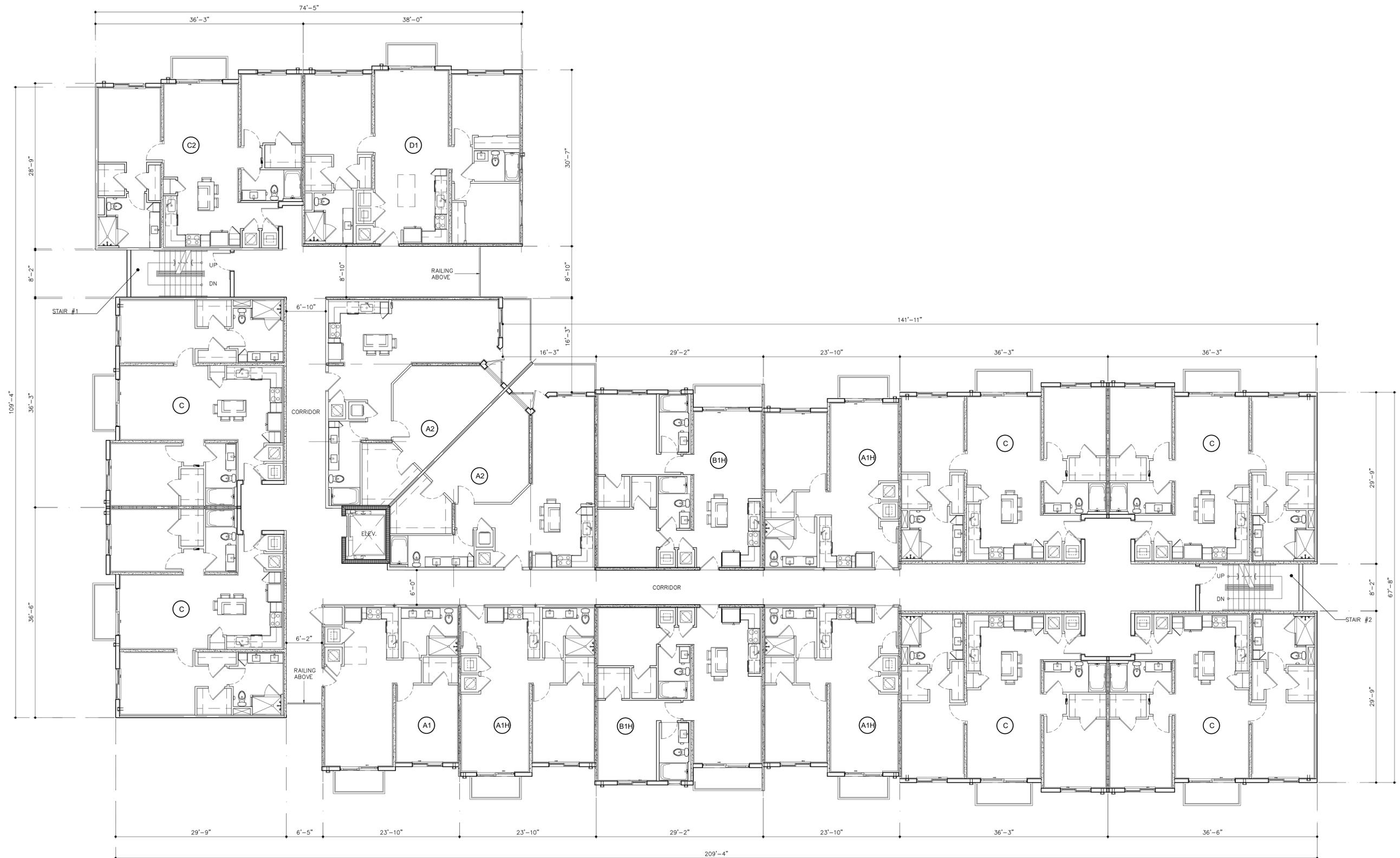
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DATE	
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:  
**BUILDING PLANS  
 TYPE III**

SHEET NUMBER:  
**A-2.3.1**



LEVEL 2-5

**BUILDING TYPE III**

5 STORY / 80 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**  
 FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
 LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz on 2021.03.17 16:04:00  
 GEORGE L. MOURIZ  
 AR0007806

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 44000895  
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 SUITE 1513  
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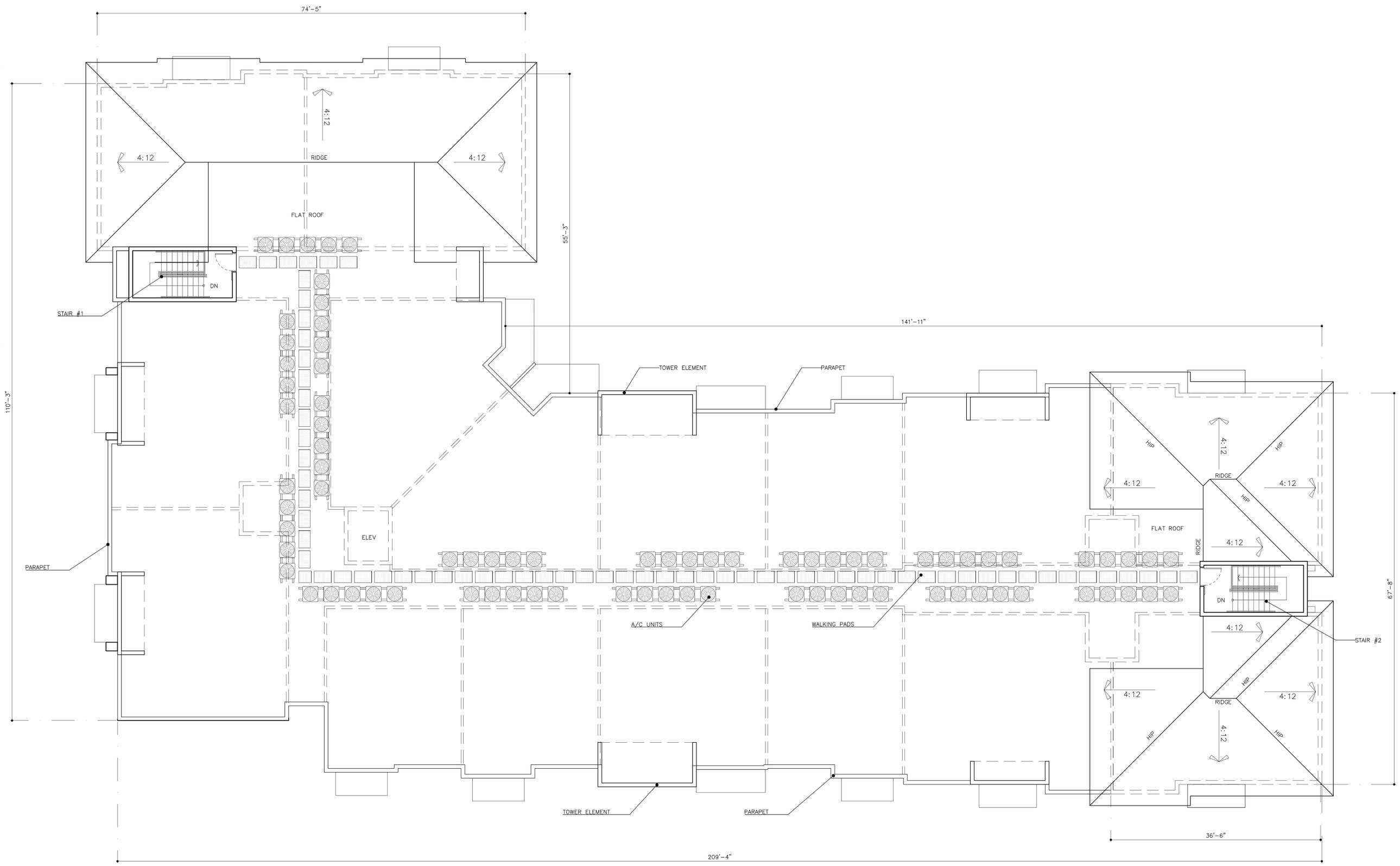
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DATE	AS SHOWN
SCALE	1998.PRJ
JOB NO.	
SHEET TITLE:	

**BUILDING PLANS**  
 TYPE III

SHEET NUMBER:  
**A-2.3.2**



ROOF

**BUILDING TYPE III**  
 5 STORY / 80 DU'S      SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**  
 FOR: LANDMARK RESIDENTIAL MANAGEMENT, LLC  
 LOCATED AT: LAKE WORTH BEACH

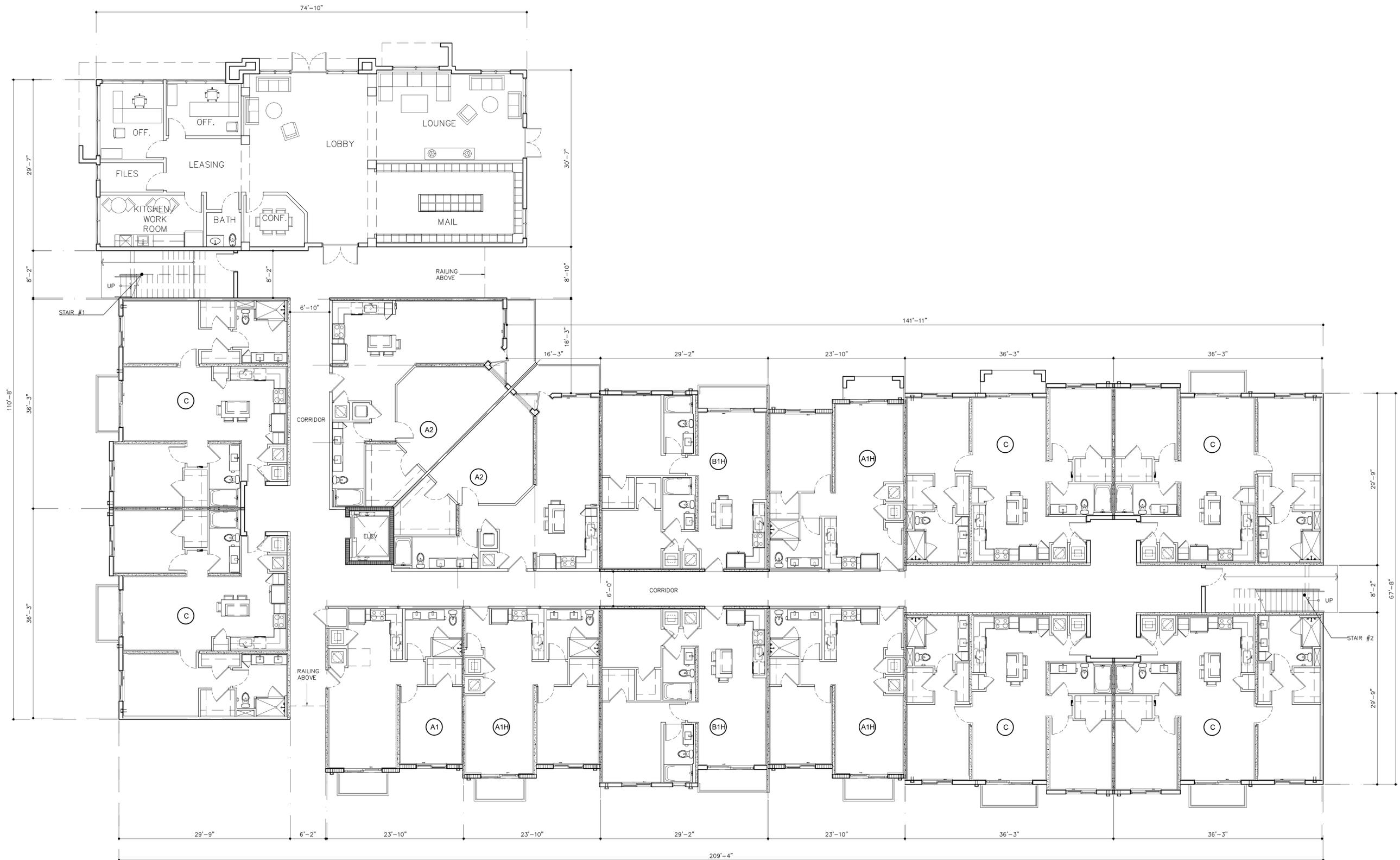
Digitally signed by George Mouriz  
 Date: 2021.03.17 04:00  
 GEORGE L. MOURIZ  
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DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	
ROOF PLAN TYPE III	
SHEET NUMBER:	
A-2.3.3	



LEVEL 1

**BUILDING TYPE III-HYBRID**  
5 STORY / 78 DU'S

SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz on 2021.03.17 10:44:04 -0400

GEORGE L. MOURIZ  
AR0007806

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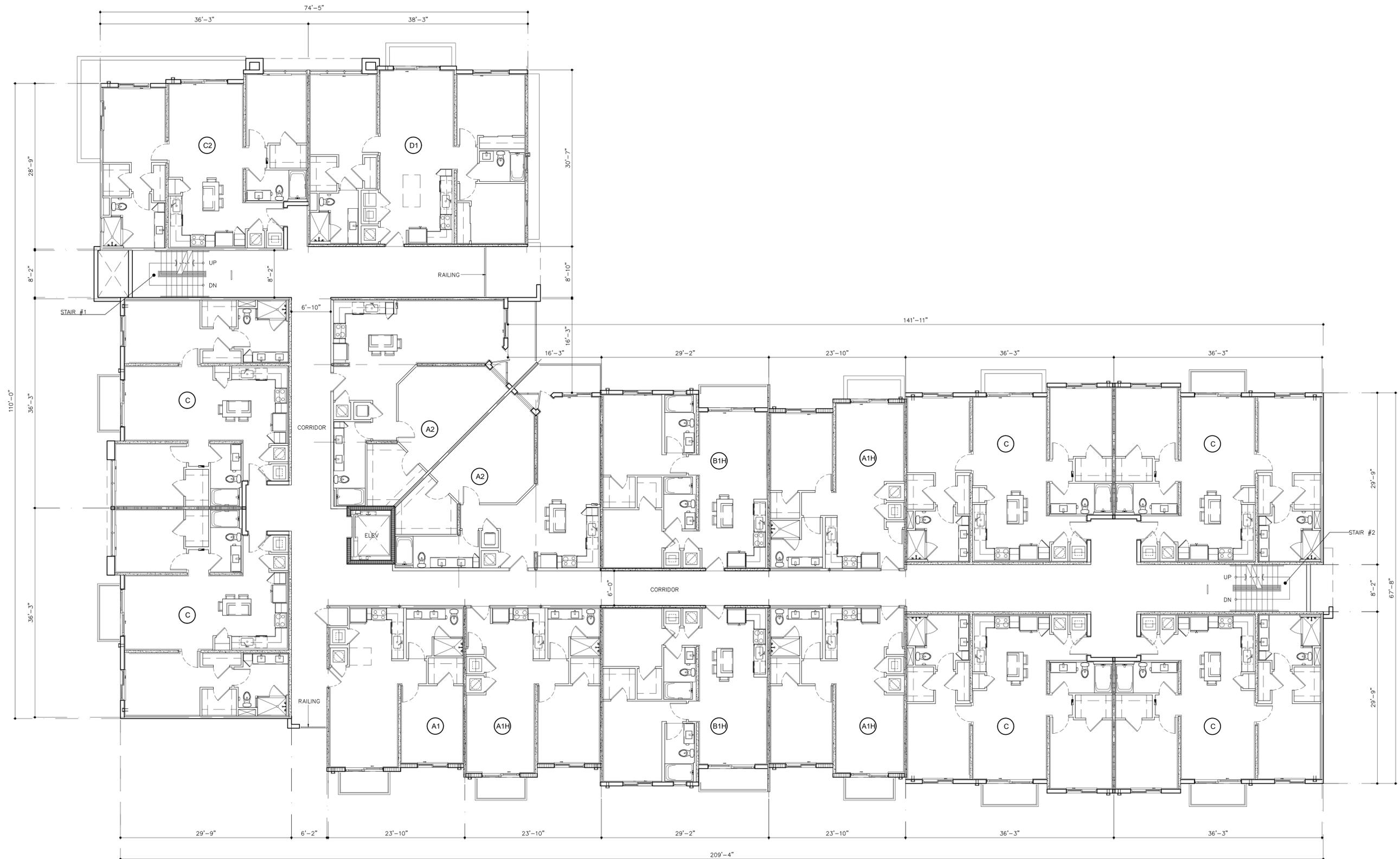
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DRAWN	00/00/2016
DATE	AS SHOWN
SCALE	1998.PRJ
JOB NO.	
SHEET TITLE:	

BUILDING PLANS  
TYPE IIIA

SHEET NUMBER:

**A-2.3A.1**



LEVEL 2

**BUILDING TYPE III-HYBRID**  
5 STORY / 78 DU'S

SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**  
FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz on 2021.03.17 10:33:04-0001  
GEORGE L. MOURIZ  
AR0007806

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8950 SW 74th COURT  
SUITE 1513  
MIAMI, FLORIDA 33156  
(305) 273-9911

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ARCHITECTURE & PLANNING

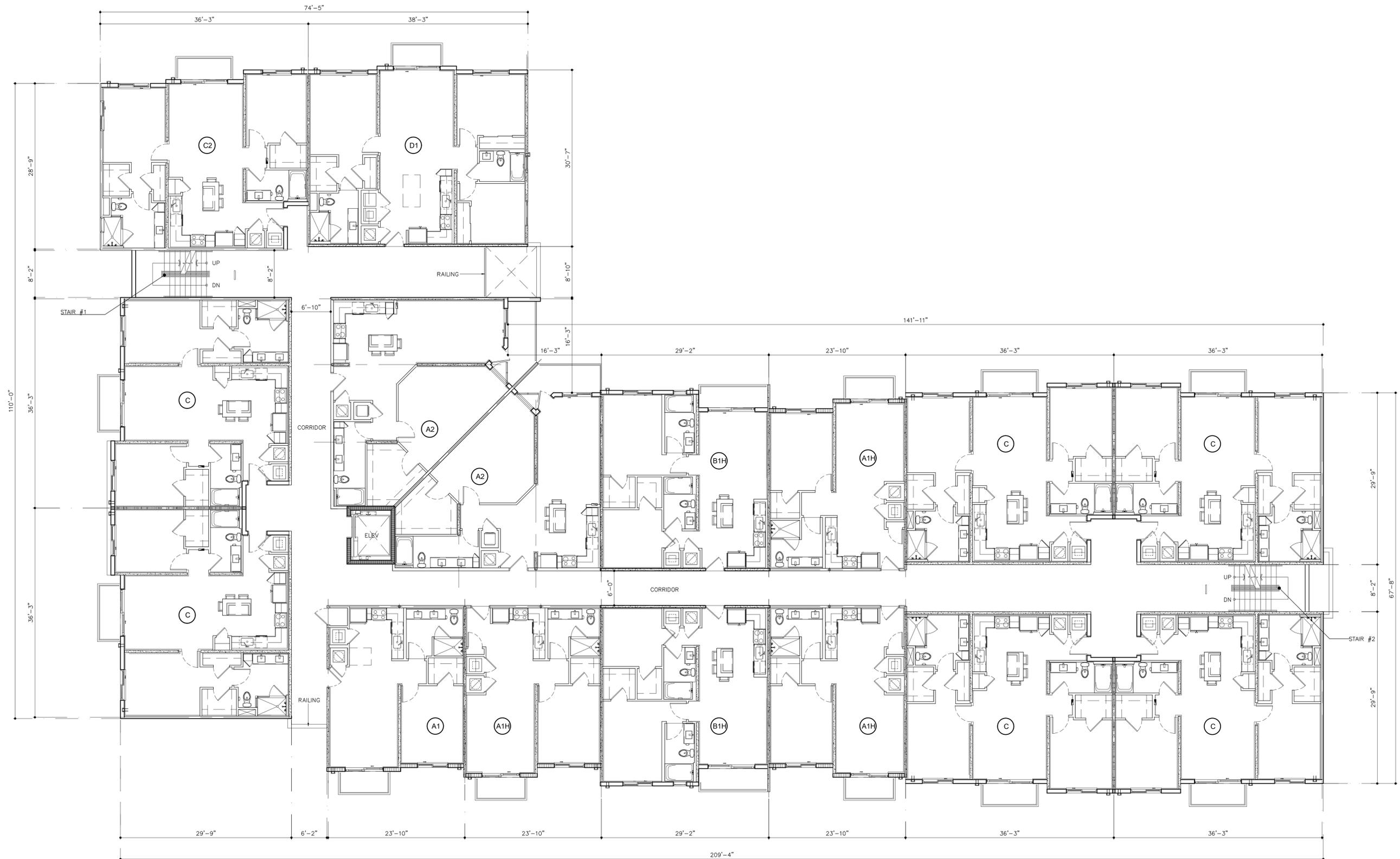
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DATE	AS SHOWN
SCALE	1998.PRJ
JOB NO.	
SHEET TITLE:	

BUILDING PLANS  
TYPE IIIA

SHEET NUMBER:

**A-2.3A.2**



LEVEL 3

**BUILDING TYPE III-HYBRID**

5 STORY / 78 DU'S SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**  
 FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
 LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by George Mouriz on 2021.03.17 16:04:00  
 GEORGE L. MOURIZ  
 AR0007806

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 (305) 273-9911

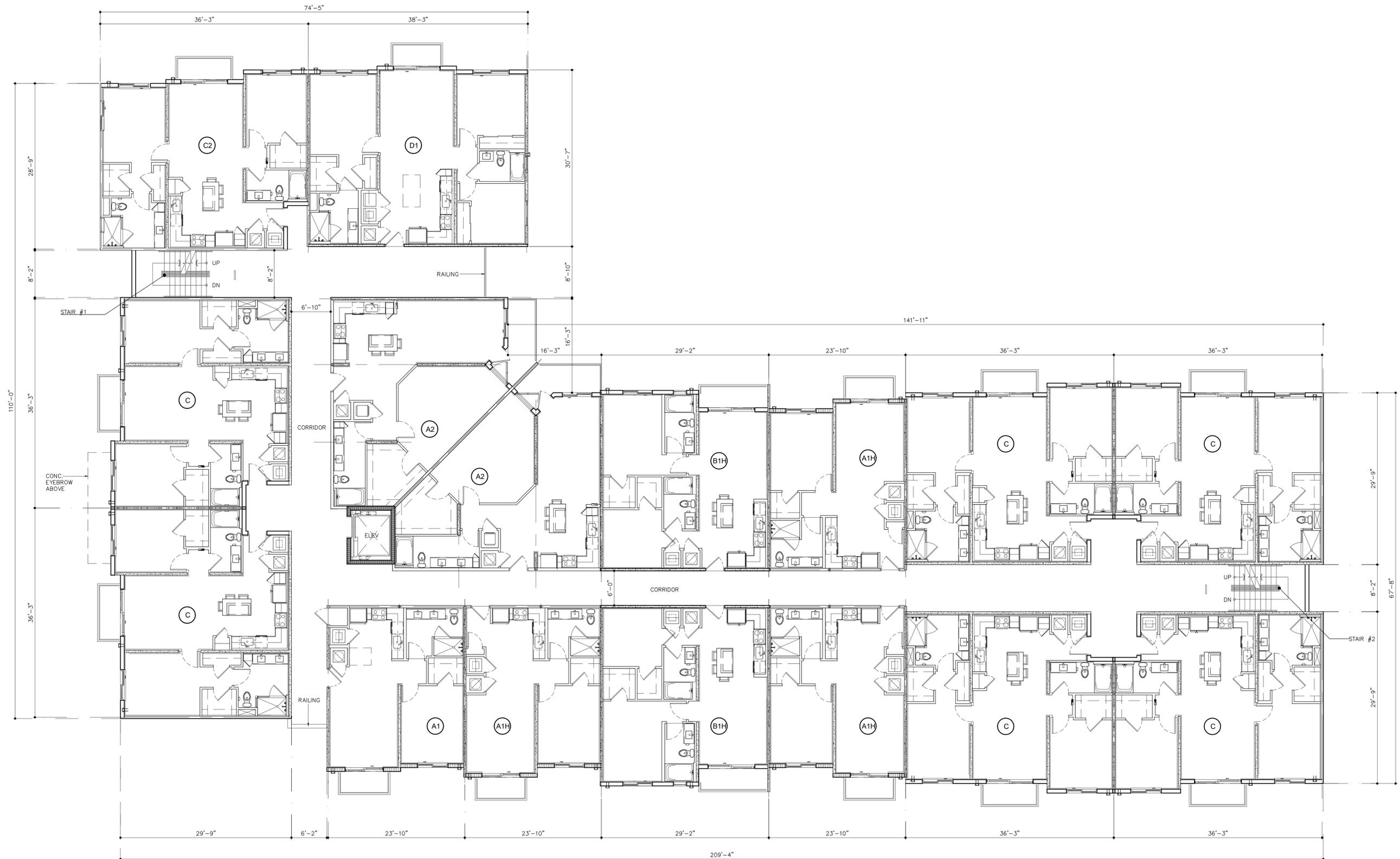
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SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:  
**BUILDING PLANS  
 TYPE IIIA**

SHEET NUMBER:  
**A-2.3A.3**



LEVEL 4-5

**BUILDING TYPE III-HYBRID**  
 5 STORY / 78 DU'S      SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**  
 FOR: LANDMARK RESIDENTIAL MANAGEMENT, LLC  
 LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
 Date: 2021.03.17 19:04:00  
 GEORGE L. MOURIZ  
 AR0007806

MSA ARCHITECTS, INC.  
 44000895  
 8950 SW 74th COURT  
 SUITE 1513  
 MIAMI, FLORIDA 33156  
 (305) 273-9911

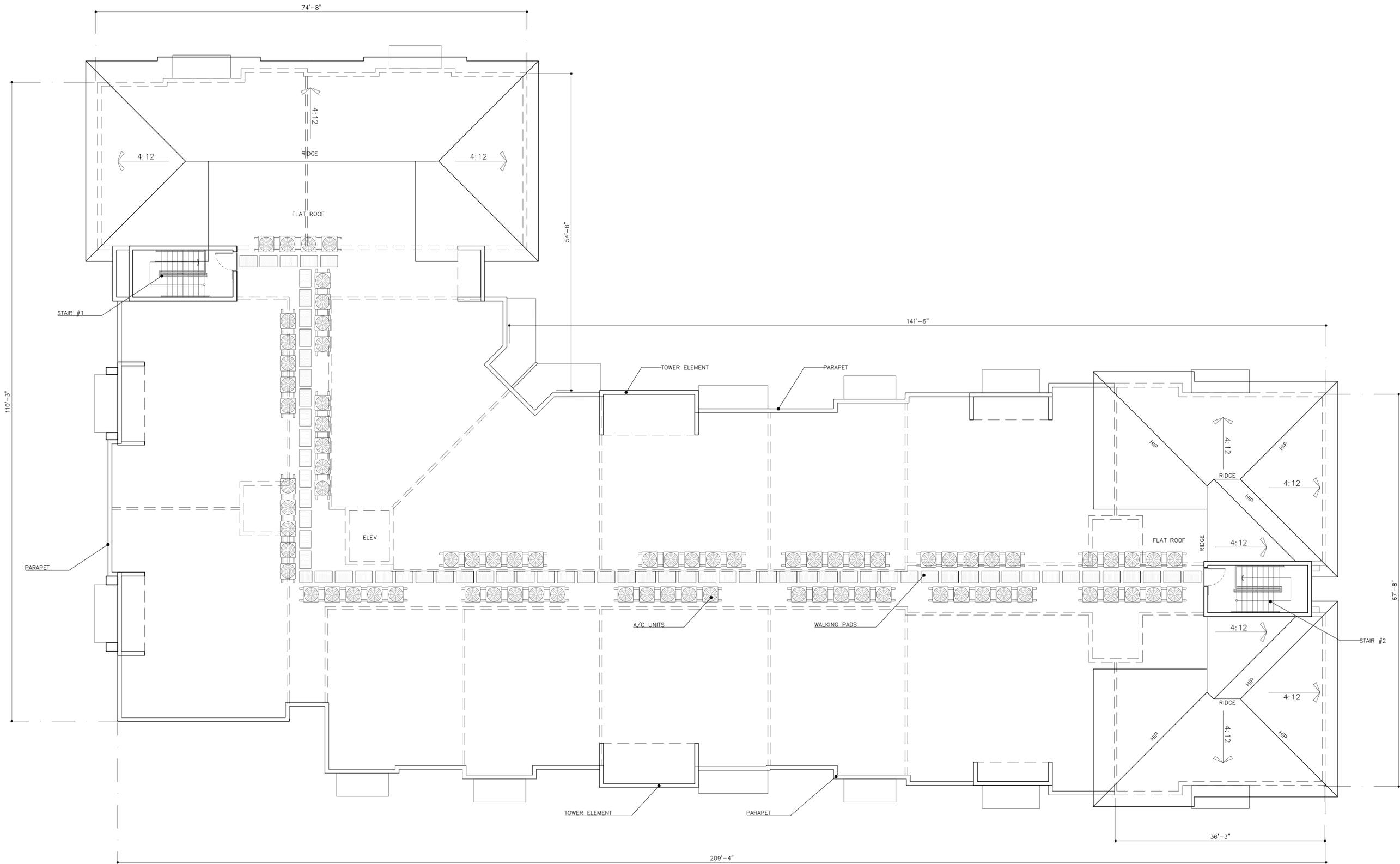
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DRAWN	00/00/2016
DATE	
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:  
**BUILDING PLANS**  
 TYPE IIIA

SHEET NUMBER:  
**A-2.3A.4**



ROOF

**BUILDING TYPE III-HYBRID**

5 STORY / 78 DU'S

SCALE: 1/8"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**

FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
LOCATED AT: **LAKE WORTH BEACH**

Digitally signed by **George Mouriz**  
Date: 2021.03.17 15:05:04-0400

**George Mouriz**  
ARCHITECT  
AR0007806

**MSA ARCHITECTS, INC.**  
44000895  
8950 SW 74th COURT  
SUITE 1513  
MIAMI, FLORIDA 33156  
(305) 273-9911

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DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ

SHEET TITLE:	ROOF PLAN TYPE IIIA
SHEET NUMBER:	A-2.3A.5

**GOLDEN ROAD APARTMENTS**  
 FOR: **LANDMARK RESIDENTIAL MANAGEMENT, LLC**  
 LOCATED AT: **LAKE WORTH BEACH**

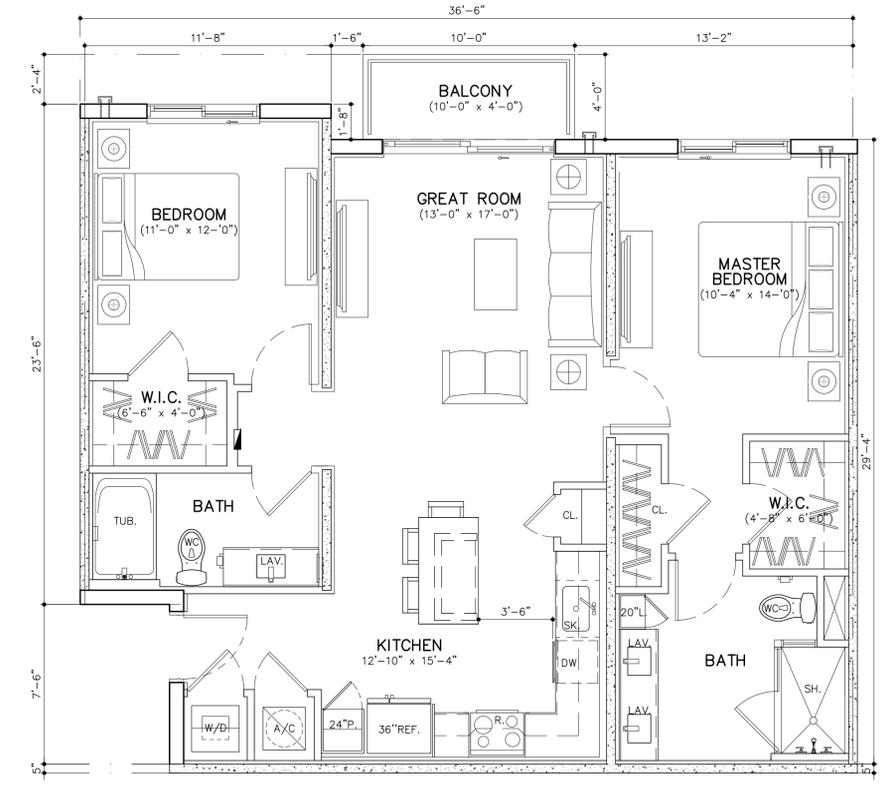
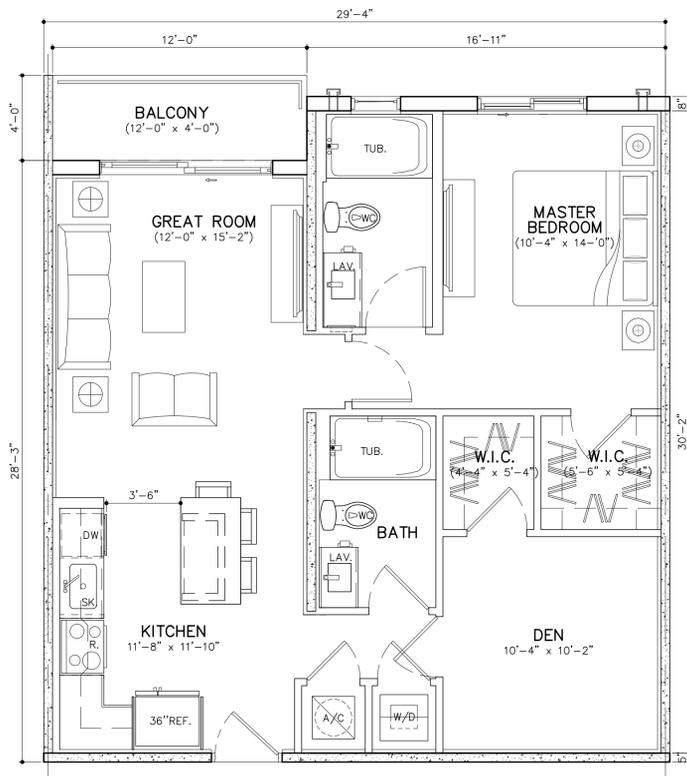
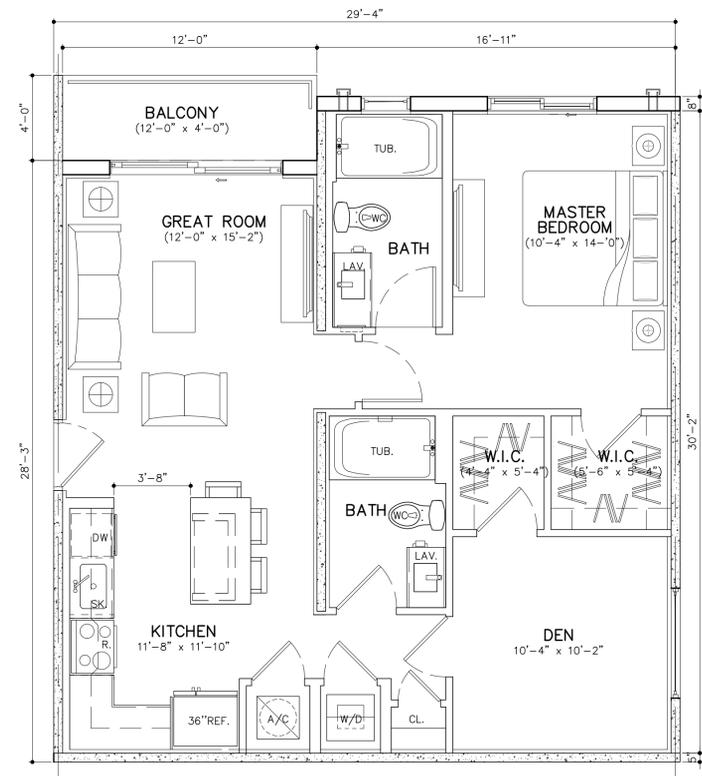
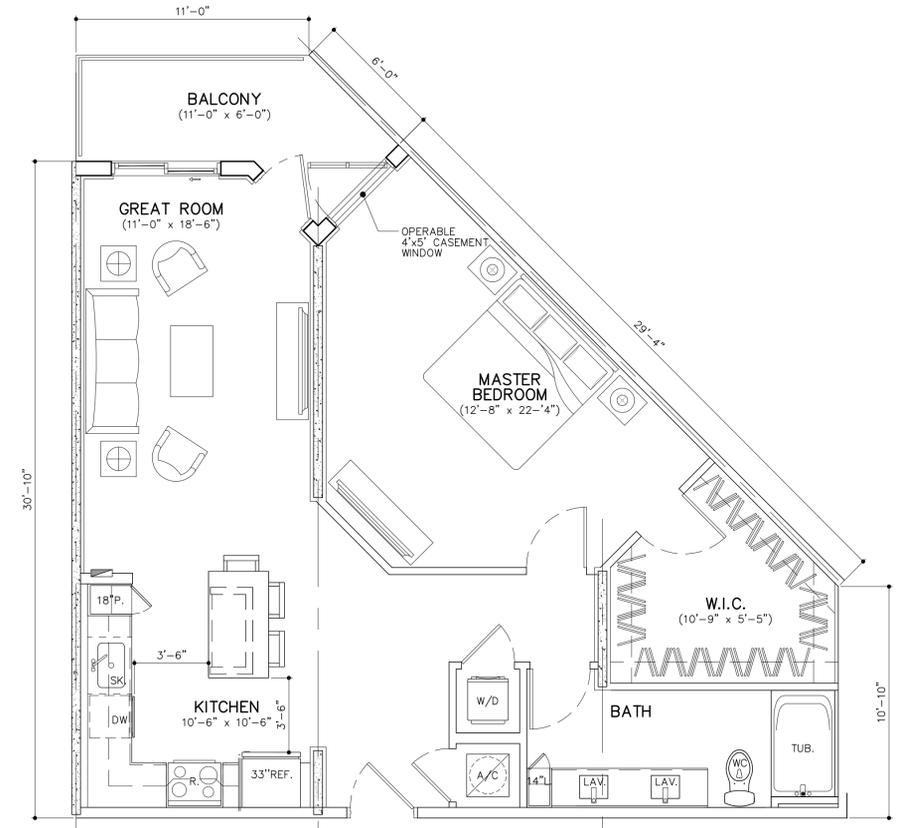
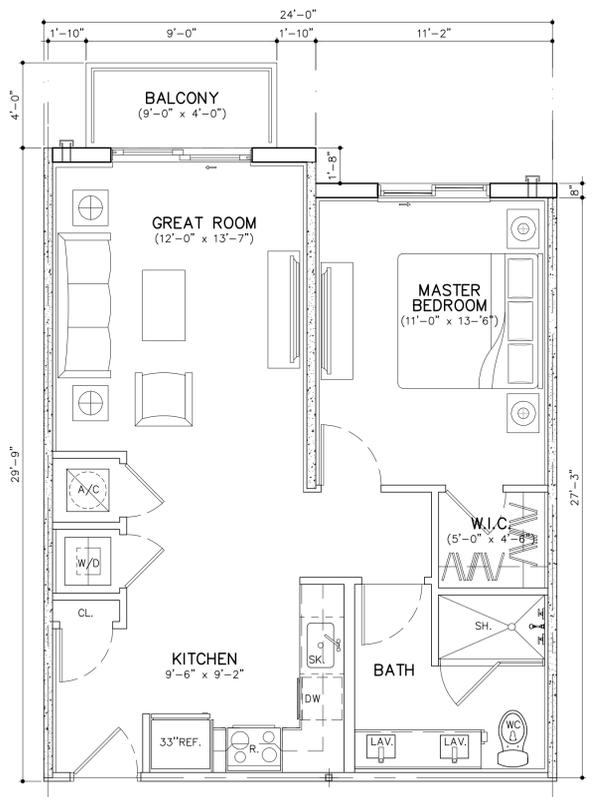
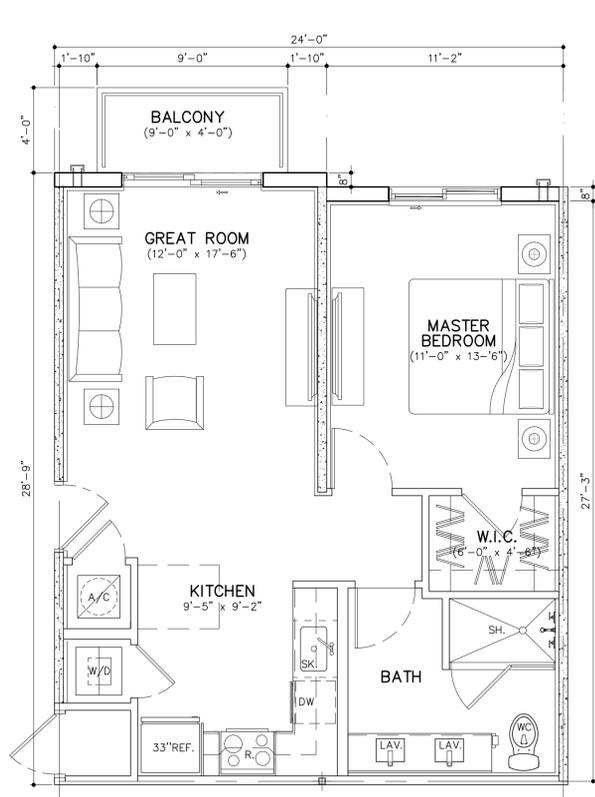
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 Date: 2016.03.17 10:09:04-0400  
 GEORGE L. MOURIZ  
 AR0007806

MSA ARCHITECTS, INC.  
 AAC000895  
 8950 SW 74th COURT  
 MIAMI, FLORIDA 33156  
 (305) 273-9911

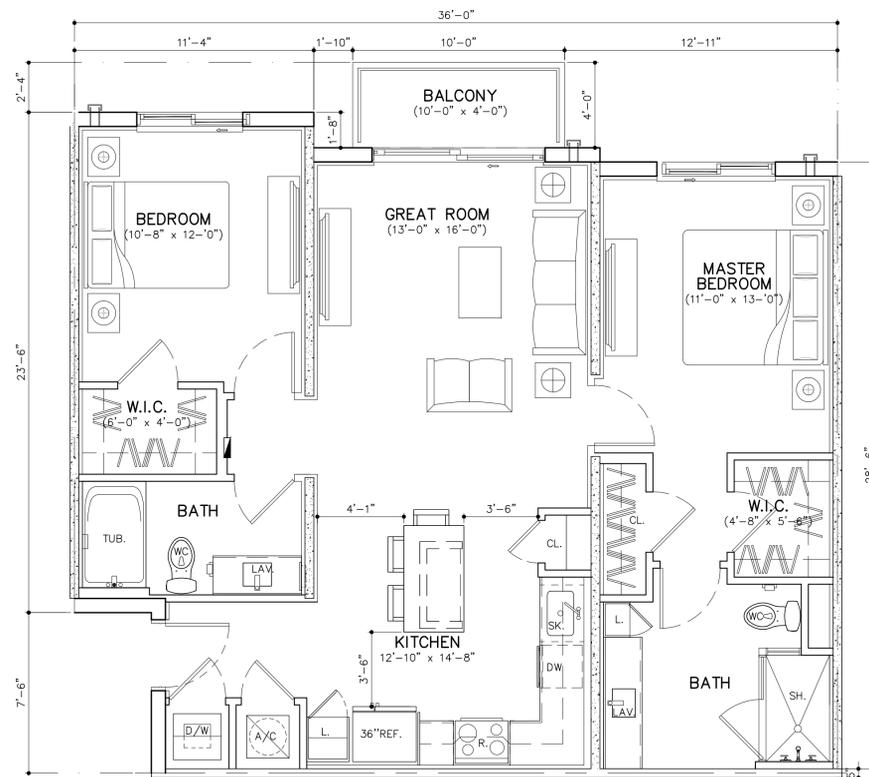
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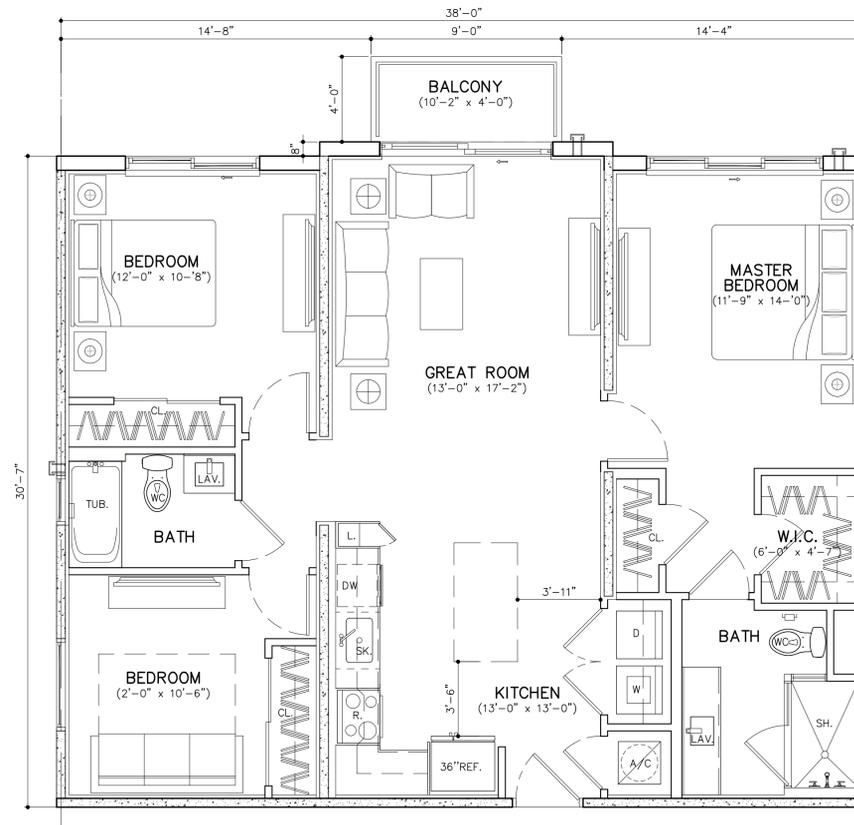
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 DATE: 00/00/2016  
 SCALE: AS SHOWN  
 JOB NO.: 1998.PRJ  
 SHEET TITLE:  
**CONCEPTUAL UNIT PLANS**  
 SHEET NUMBER:  
**A-4.1**



**UNIT PLANS**  
 SCALE: 1/4"=1'-0"



**UNIT C2** (2BD/2BTH)  
 GROSS A/C AREA = 1042 SQ. FT. (9 DU's)  
 BALCONY = 40 SQ. FT.



**UNIT D1** (3BD/2BTH)  
 GROSS A/C AREA = 1171 SQ. FT. (9 DU's)  
 BALCONY = 36 SQ. FT.

**UNIT PLANS**

SCALE: 1/4"=1'-0"

SITE PLAN SUBMITTAL	12/12/2020	BY
SITE PLAN RESUBMITTAL	02/05/2021	
SITE PLAN RESUBMITTAL	03/17/2021	

**GOLDEN ROAD APARTMENTS**  
 FOR:  
 ENDMARK RESIDENTIAL MANAGEMENT, LLC  
 LOCATED AT:  
 LAKE WORTH BEACH

Digitally signed by George Mouriz  
 Date: 2016.10.03.17  
 10:03:17 -0400  
  
 GEORGE L. MOURIZ  
 AR0007806

MSA ARCHITECTS, INC.  
 AAC000895  
 8950 SW 74th COURT  
 MIAMI, FLORIDA 33156  
 (305) 275-9911

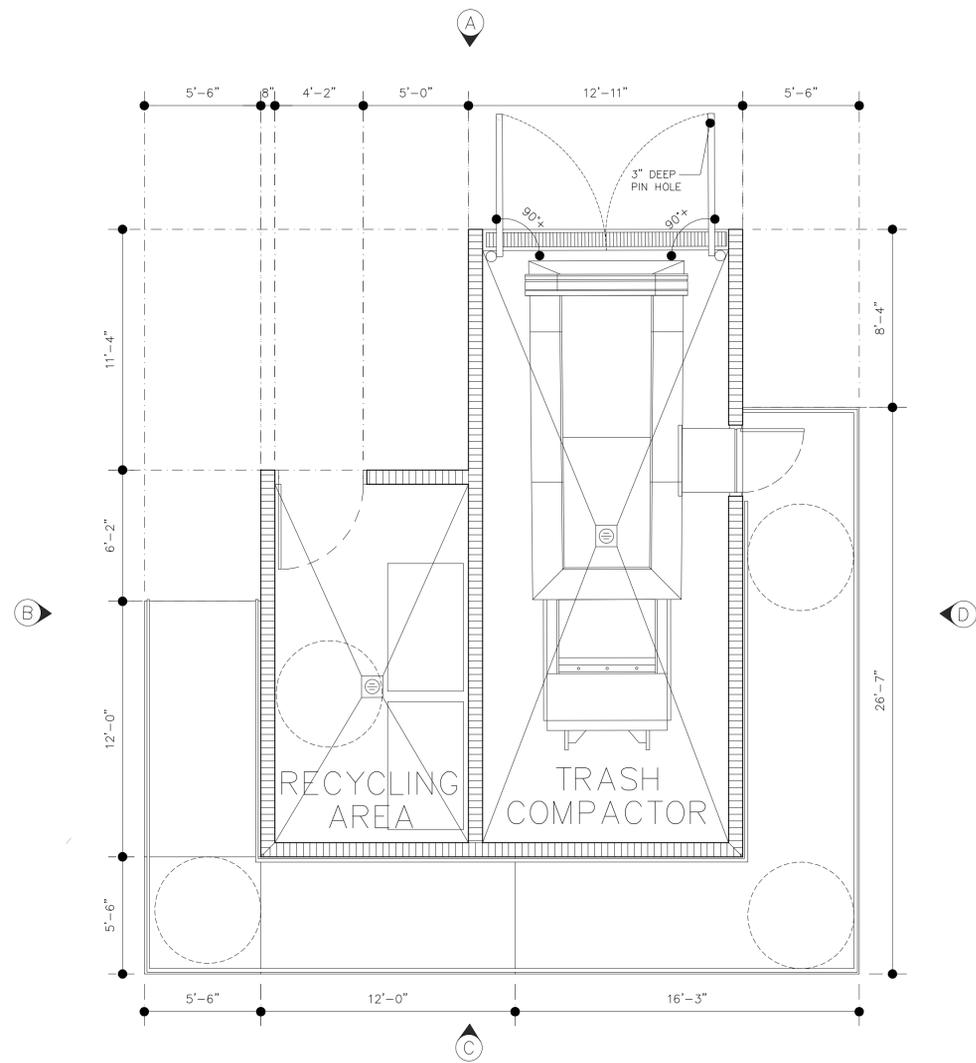
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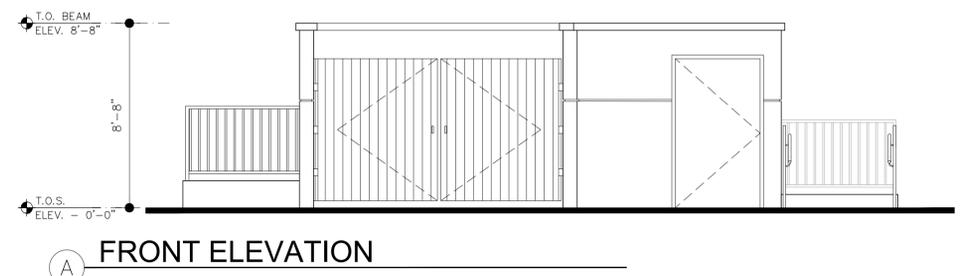
DRAWN	
DATE	00/00/2016
SCALE	AS SHOWN
JOB NO.	1998.PRJ
SHEET TITLE:	

CONCEPTUAL UNIT PLANS

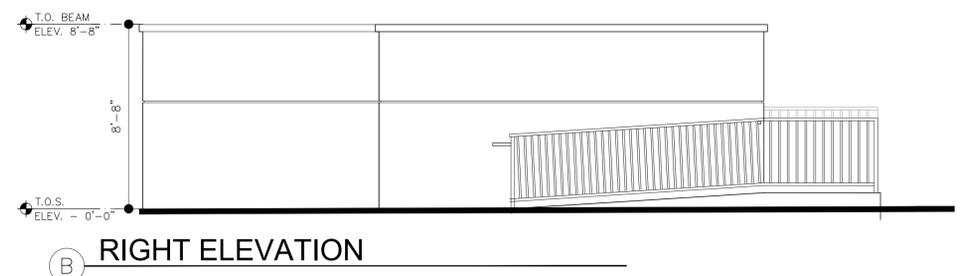
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**A-4.2**



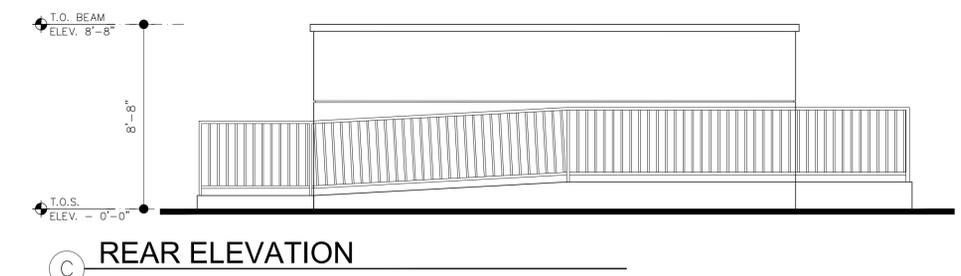
1 FLOOR PLAN



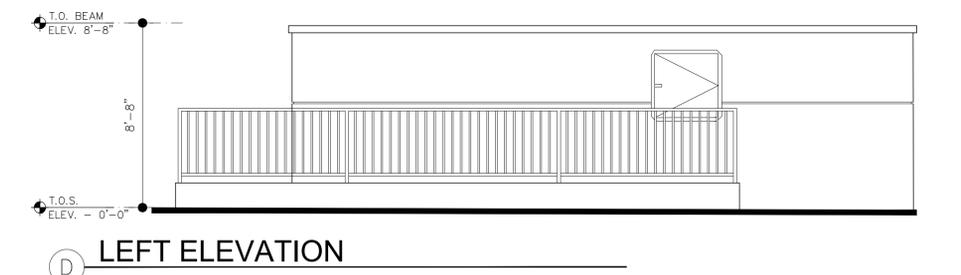
A FRONT ELEVATION



B RIGHT ELEVATION



C REAR ELEVATION



D LEFT ELEVATION

TRASH COMPACTOR PLAN & ELEVATIONS  
SCALE: 1/4" = 1'-0"

SITE PLAN SUBMITTAL 12/12/2020  
SITE PLAN RESUBMITTAL 02/05/2021  
SITE PLAN RESUBMITTAL 03/17/2021

GOLDEN ROAD APARTMENTS  
FOR: LANDMARK RESIDENTIAL MANAGEMENT, LLC  
LOCATED AT: LAKE WORTH BEACH

Digitally signed by George Mouriz  
Mouriz 2021.03.17 11:34:04-0400

GEORGE L. MOURIZ  
AR0007806

MSA ARCHITECTS, INC.  
AAC000895  
8950 SW 74th COURT  
MIAMI, FLORIDA 33156  
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DRAWN: \_\_\_\_\_  
DATE: 00/00/2016  
SCALE: AS SHOWN  
JOB NO.: 1998.PRJ

SHEET TITLE:  
TRASH COMPACTOR  
PLAN & ELEVATIONS

SHEET NUMBER:  
TC-1

# Universal Development Application



This application is required for ALL applications submitted to the Planning, Zoning and Historic Preservation Division. If you have questions regarding this application, please make an appointment with planning staff.

## 1. Application Type (select all that apply)

- a. Site Plan:       Minor       Major       Planned Development       Sustainable Bonus
- b. Use:             Administrative       Conditional
- c. Proximity Waiver:  Alcoholic Beverage       Community Residence       Gaming Establishment  
                           Adult Use
- d. Approvals:      Variance       Mural       Cert. of Appropriateness       Adjustment
- e. Amendments:    Rezoning / Map       Text
- f. Other:            Subdivision/Plat       Annexation       Zoning Letter  
                           ABT Signoff       \_\_\_\_\_

## 2. Project Information

- a. Project Name: Golden Road Apartments
- b. Project Location / Address: Approximately 200' west of the 10th Avenue North and Boutwell Road intersection
- c. Legal Description: See attached Legal Description
- d. Property Control Number (PCN): 38-43-44- See attached PCN List
- e. Zoning:           Existing: Mixed Use- West (MU-W)      Proposed: No Change
- f. Future Land Use: Existing: Mixed Use- West (MU-W)      Proposed: No Change
- g. Proposed Use:     Residential; Units 230       Commercial; \_\_\_\_\_ S.F.       Industrial; \_\_\_\_\_ S.F.
- h. Total Estimated Project Cost: \_\_\_\_\_
- i. Description of Work: See attached Justification Statement

## 3. Contact Information

- a. Project Manager / Contact Person: Yoan Machado  
Company: WGI  
Address: 2035 Vista Parkway      City: West Palm Beach      St: FL      Zip: 33411  
Phone Number: (561) 537-4542      E-Mail Address: yoan.machado@wginc.com
- b. Applicant Name (if different from Project Manager): \_\_\_\_\_  
Company: Prospect Real Estate Group, LLC  
Address: 1930 N. Donnelly Street      City: Mt. Dora      St: FL      Zip: 32757  
Phone Number: \_\_\_\_\_      E-Mail Address: \_\_\_\_\_
- c. Owner Name: \_\_\_\_\_  
Company: Lake Worth Investment Group, LLC  
Address: 4005 NW 114th Ave, Suite 5      City: Miami      St: FL      Zip: 33178  
Phone Number: \_\_\_\_\_      E-Mail Address: \_\_\_\_\_

4. Owner's Consent

Lake Worth Investment Group, LLC ("Owner") certifies that it is the owner of the property located at Approximately 200' west of the 10th Avenue North and Boutwell Road intersection ("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, WGI (Yoan Machado) as agent, to file this application and represent Owner at any and all meetings and hearings required for the approval of this application.

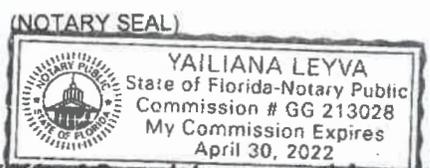
Owner's Signature: \* [Signature] Date: 11/24/2020

Name/Title of Signatory: Yoan S. Machado, Authorized Person

STATE OF Florida

COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 24th day of November, 2020, by Yoan S. Machado who is personally known to me or who produced a [Signature] as identification. He/she did not take an oath.



\* [Signature] (Signature of Notary Public) Yailiana Leyva (Name of Notary)

5. Affidavit of Completeness and Accuracy

Instructions: To be completed by the individual submitting the application (owner or authorized agent)

Project Name: Golden Road Apartments Submittal Date: 12/2/20

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.

Yoan Machado (Name - type, stamp, or print clearly)

\* [Signature] (Signature)

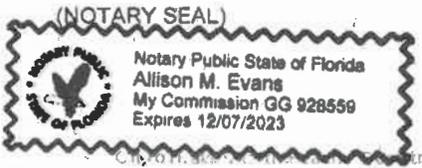
WGI (Name of Firm)

1930 N. Donnelly Street, Mt. Dora, FL 32757 (Address, City, State, Zip)

STATE OF Florida

COUNTY OF Lake

The foregoing instrument was acknowledged before me this 25th day of November, 2020 by Richard Fabian who is personally known to me or who produced a [Signature] as identification. He/she did not take an oath.



\* [Signature] (Signature of Notary Public) (Name of Notary)

# Sign Posting Agreement



This form is required for all Historic Applications and Public Hearing Items.

1. Applicant: Prospect Real Estate Group, LLC
2. Property Owner: Lake Worth Investment Group, LLC
3. Contact Phone Number: (561) 839-1712 (Agent)
4. Property Location: Approximately 200' west of the 10th Avenue North and Boutwell Road Intersection
5. I, Yoan Machado, hereby affirm that I will post the notification sign(s) provided to me

for a minimum of ten calendar days before the scheduled date of the hearing of Planning and Zoning Case No. TBD

Signature: *[Handwritten Signature]* Date: 12/14/2020

Name/Title of Signatory: YOAN MACHADO / PROJECT MANAGER

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of December 2020, by Yoan Machado who is personally known to me or who produced a \_\_\_\_\_ as identification. He/she did not take an oath.

(NOTARY PUBLIC) Cyndy Little  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG189612  
Expires 3/31/2022

*[Handwritten Signature]*  
Signature of Notary Public

Cyndy Little  
Name of Notary

RECEIVED

DEC 18 2020

PZHP

### Legal Description

A PARCEL OF LAND LYING WITHIN A PORTION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, AND BEING A PORTION OF TRACTS 26 AND 27 ACCORDING TO THE PLAT MODEL LAND CO., AS RECORDED IN PLAT BOOK 5, AT PAGE 79, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT NORTHEAST CORNER OF SAID SECTION 20; THENCE NORTH 88°08'52" WEST ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 1,006.39 FEET TO THE INTERSECTION OF THE EXTENDED EAST LINE OF TRACT 4 TO THE NORTH LINE OF SECTION 20; THENCE SOUTH 01°21'54" WEST ALONG THE EAST LINE OF SAID TRACT 4 EXTENDED, A DISTANCE OF 488.73 FEET; THENCE NORTH 88°08'01" WEST, FOR 220.00 FEET TO THE NORTHEAST CORNER OF PARCEL 8 AND THE POINT OF BEGINNING; THENCE SOUTH 01°21'54" WEST ALONG THE EAST LINE OF PARCEL 8, A DISTANCE OF 168.85 FEET TO THE SOUTHEAST CORNER OF PARCEL 8 AND THE NORTH LINE PARCEL 6; THENCE NORTH 87°57'52" WEST ALONG THE NORTH LINE PARCEL 6, A DISTANCE OF 100.00 FEET TO THE NORTHWEST CORNER OF PARCEL 6; THENCE SOUTH 01°21'54" WEST ALONG THE WEST LINE OF PARCEL 6, A DISTANCE OF 20.00 FEET TO THE SOUTHWEST CORNER OF PARCEL 6 AND THE WEST LINE OF TRACT 27; THENCE SOUTH 87°57'52" EAST ALONG THE SOUTH LINE OF PARCEL 6 AND THE NORTH LINE OF TRACT 27, A DISTANCE OF 100.00 FEET TO THE NORTHEAST CORNER OF TRACT 27 (LESS THE EAST 220 FEET); THENCE SOUTH 01°21'54" WEST ALONG THE EAST LINE OF TRACT 27 (LESS THE EAST 220 FEET), A DISTANCE OF 632.23 FEET TO THE NORTH RIGHT-OF-WAY LINE OF 10TH AVENUE NORTH; THENCE NORTH 88°07'39" WEST ALONG THE NORTH RIGHT-OF-WAY LINE OF 10TH AVENUE NORTH, A DISTANCE OF 230.00 FEET; THENCE NORTH 01°21'54" EAST DEPARTING NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 290.00 FEET; THENCE NORTH 88°07'39" WEST, A DISTANCE OF 277.81 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF THE LAKE WORTH DRAINAGE DISTRICT E-4 CANAL; THENCE NORTH 22°59'34" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID E-4 CANAL, A DISTANCE OF 569.27 FEET; THENCE SOUTH 88°08'01" EAST DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 297.98 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RIGHTS-OF-WAY, COVENANTS, RESERVATIONS AND RESTRICTIONS OF RECORD, IF ANY.

SAID LANDS CONTAIN 278,644 SQUARE FEET OR 6.397 ACRES, MORE OR LESS.



**JUSTIFICATION STATEMENT**  
**REZONING, MAJOR SITE PLAN, SUSTAINABLE BONUS INCENTIVE PROGRAM (SBIP)**  
**GOLDEN ROAD APARTMENTS**

*Initial Submittal: December 2, 2020*

*Resubmittal: February 8, 2021*

**1. REQUEST**

On behalf of the Applicant (Landmark Residential Management, LLC), WGI is requesting approval for the subject site of the following:

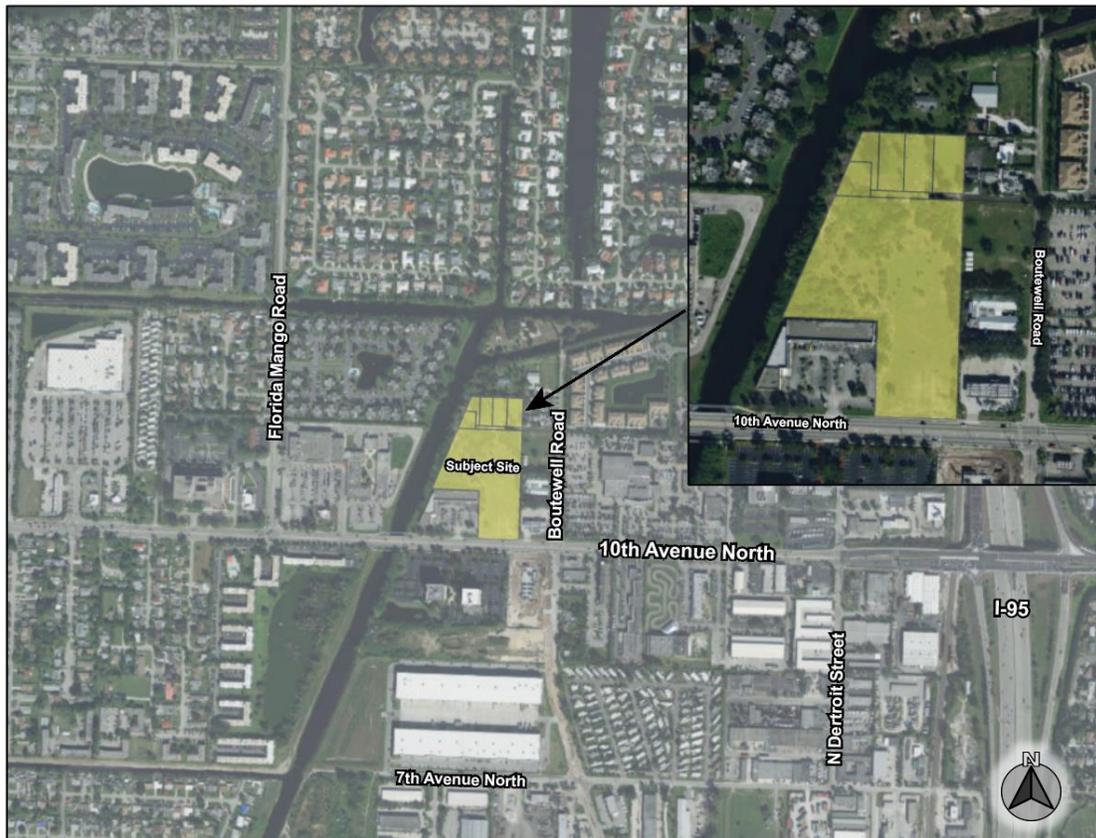
- 1) **Rezoning** to rezone the subject site from a Mixed-Use West (MU-W) zoning district to a Residential Planned Development (R-PD) zoning district with an underlying MU-W;
- 2) **Major Site Plan** approval to permit the development of 230 apartment units; and
- 3) **Sustainable Bonus Incentive Program (SBIP)** in order to increase density and building height for the proposed development.

**2. SITE CHARACTERISTICS**

The subject site consists of 6.39 acres and is located 200 feet west of the 10<sup>th</sup> Avenue North and Boutwell Road intersection, in the City of Lake Worth Beach. The site is currently undeveloped and retains a Future Land Use (FLU) and a Zoning designation of MU-W. The property is identified by the following Property Control Numbers (PCNs):

- 38-43-44-20-01-026-0010
- 38-43-44-20-01-004-0030
- 38-43-44-20-01-004-0060
- 38-43-44-20-01-004-0080
- 38-43-44-20-01-004-0120
- 38-43-44-20-01-004-0130
- 38-43-44-20-01-004-0010

A location map has been provided below which details the site characteristics and surrounding areas.





**3. DEVELOPMENT HISTORY**

The following information relates to the zoning approval history for the subject site.

ORDINANCE/RESOLUTION	SUMMARY
Ordinance 2016-01	Voluntary Annexation
Ordinance 2016-02	Small Scale FLUA Amendment
Ordinance 2016-03	Rezoning
PZB #17-01400001	Major Site Plan

Per the 2018 Major Site Plan approval, the subject site is currently entitled with 189 multifamily apartments at a density of 29.58 dwelling units per acre.

**4. SURROUNDING PROPERTIES**

The subject site is located along the 10<sup>th</sup> Avenue North corridor, whose fabric is comprised of myriad of non-residential and residential uses alike. There are numerous commercial and residential developments along the corridor, one that would support infill development of this underutilized site. The following chart summarizes the uses located immediately adjacent to the subject site.

	FLU Designation	Zoning District	Existing Use
<b>North</b>	MU-W	MU-W	Single-Family Residential
<b>South</b>	Commercial High, with an underlying HR-8 (CH/8) (Palm Beach County)	CG: General Commercial (Palm Beach County)	Commercial Medical Uses
	Commercial High Office, with an underlying HR-8 (CH-O/8) (Palm Beach County)	CS: Commercial Specialized (Palm Beach County)	Office
	MU-W	MU-W	Hotel
<b>East</b>	MU-W	MU-W	Gas Station with Convenience Store
	MU-W	MU-W	Addiction Treatment Center
	MU-W	MU-W	Single-Family Residential
<b>West</b>	Urban Center (UC) (Palm Beach County)	UC: Urban Center (Palm Beach County)	Commercial Shopping Center
	High Residential – 12 units per acre (HR-12) (Palm Beach County)	RH: Residential High (Palm Beach County)	Condominiums

**NORTH:** Immediately north of the subject site is a single-family residential home located within the municipal boundary of Lake Worth Beach. This area retains a FLU designation and zoning district of MU-W. To the north is the E-4 Lake Worth Drainage District (LWDD) canal.

**SOUTH:** To the southwest of the subject site is commercial land located within Unincorporated Palm Beach County. This site retains a FLU designation of CH/8 and Zoning designation of CG. This commercial development includes medical type uses such as Eldercare at Home and



Concept Open Imaging Center. Directly south is 10<sup>th</sup> Avenue North with additional commercial and a hotel on the south side of the road. The commercial property is located within Unincorporated Palm Beach County with a FLU designation of CH-O/8 and Zoning designation of CS. The five-story Wyndham hotel is located within the City of Lake Worth Beach and retains a FLU and Zoning designation of MU-W.

**EAST:** Directly east of the subject site is a mix of residential and commercial properties that are all located within the City of Lake Worth Beach. These parcels retain a FLU and Zoning designation of MU-W. Further east is Boutwell Road, with commercial properties located on the east side of the road. These parcels also have a FLU and Zoning designation of MU-W. Commercial developments include a gasoline service station and car dealership.

**WEST:** To the immediate west of the subject site is the E-4 LWDD Canal. Further west is land located within Unincorporated Palm Beach County. A portion of the land retains a FLU and Zoning designation of UC. The area retains a FLU designation of HR-12 and Zoning designation of RH.

**5. DEVELOPMENT PROGRAM**

The request is to rezone the 6.39-acre subject site from MU-W to R-PD with an underlying MU-W, in order to develop a total of 230 multifamily apartment units – equating to a density of 35.99 dwelling units per acre. The multifamily apartment development will consist of two, five-story buildings and three, three-story buildings. The unit mix includes 104 one-bedroom units, 117 two-bedroom units, and 9 three-bedrooms. The development includes a clubhouse, pool and amenity deck, tot lot, and a dog park. The proposed development is to be built in one phase. The multifamily apartment development requests additional height and density through the SBIP to allow for the increase in height from two stories to five stories and an increase in the maximum density from 30 dwelling units per acre to 37.5 dwelling units per acre.

**6. REZONING CRITERIA AND RESIDENTIAL PLANNED DEVELOPMENT STANDARDS**

The Applicant’s request is to allow a Rezoning to a Planned Development with a Major Site Plan. Section 23.2-26, Rezoning of Land and Future Land Use Map (FLUM) Amendments of the City’s Code of Ordinance requires the Applicant to address the Findings in accordance with Section 23.2-26(3). The Applicant is providing a Justification Statement, Site Plan, and other relevant documents as part of this Rezoning, and has demonstrated this proposal meets the requirements set forth in the applicable City’s Code of Ordinances. The responses by the Applicant for each Finding of Facts, provide a comprehensive analysis that the Rezoning application is compliance with these requirements:

**A. Consistency**

The proposed Rezoning to have a R-PD with an underlying MU-W on the subject site is consistent with the purpose and intent of the applicable comprehensive plan and land development regulations. Pursuant to Section 23.3-25(a) of the City’s Code of Ordinances, a Planned Development is allowed in any mixed-use district, in which the site is compliant. In addition, the change to the Planned Development overlay is consistent with the purposes, goals, objectives, and policies of the Comprehensive Plan.

The Rezoning request to modify the 6.39-acre subject site to retain a R-PUD district with an underlying MU-W furthers Goal 1.2, Objective 1.2.2, and Objective 1.2.3. of the City of Lake Worth Beach’s Comprehensive Plan, which promote compact sustainable urban development. The proposed development establishes a compact high-density residential use that would synergistically compliment the commercial corridor of 10<sup>th</sup> Avenue North, while balancing with existing uses within the area, and ultimately adding to the City of Lake Worth Beach’s livable communities. The project includes sustainable elements such as Florida Green Building certification, higher quality landscaping in common open spaces, and the inclusion of a clubhouse, pool and amenity deck, tot lot and dog park. The R-PUD district would support a more sustainable urban pattern in the City of Lake Worth Beach, by locating higher density eastward, at a well-established, urban intersection. The proposed project, at



a density of 37.5 dwelling units per acre, provides a prime opportunity for infill development, and will alleviate potential blight at one of the City's high profile intersections. The development will also utilize existing infrastructure, provide amenities that will benefit the community, and will diversify the housing stock within the City. All of these elements further the intent of the MU-W Zoning District.

The request to allow a R-PD district on the site supports Objective 1.6.1 and 1.6.7 of the City of Lake Worth Beach's Comprehensive Plan, by supporting redevelopment within the older urban areas of the City of Lake Worth Beach, and encouraging infill development. In addition, the proposed development supports redevelopment along the 10<sup>th</sup> Avenue North corridor, which is one of the City's major thoroughfares. A R-PUD district allows for a greater density, height, and design for the vacant subject site, thus promoting the highest and best use. The increase in density and height for the infill multifamily development would complement the redevelopment in the surrounding area and the existing higher density residential to the east and west of the subject site.

The proposed Rezoning to a R-PD district for the subject site meets all the regulations pursuant to Section 23.3-25(b) of the City of Lake Worth Beach's Code of Ordinances. The proposed development is not in conflict with any utility regulations or requirements of any utility system, while in compliance with the standards conditional use permits. The project provides dedication along 10<sup>th</sup> Avenue North. All utilities, including telephone, cable television, and electrical service systems, for the proposed development are to be installed underground. Once the R-PUD district request as been approved, at time of permitting, all the separate parcels on the subject site will brought under unified control. The application for the R-PUD provides all necessary information on the Master Development Plan and supporting documentation.

The Rezoning request to a R-PD district for the subject site further complies with Section 23.3-25(b) and 23.3-25(c) of the City of Lake Worth Beach's Code of Ordinances. The minimum area required for a R-PD is 5 acres, thus the 6.39-acre subject site exceeds the minimum area requirement. The proposed 230-unit multifamily apartment development is permitted in the underlying MU-W zoning district pursuant to Section 23.3-25(c)(3) of the City of Lake Worth Beach's Code of Ordinances. The required building setbacks for the R-PD district, per the underlying MU-W zoning district, are met with the front setback of 28 feet, rear setback of 18 feet, and side setback of 20 feet. The landscape buffer requirements for the R-PD district are met, since the proposed development provides a ten-foot landscape buffer along 10<sup>th</sup> Avenue North and a five-foot landscape buffer around the perimeter of the subject site. The multifamily development provides a total 379 parking spaces, therefore meets the City's Code requirement for parking. The project provides sufficient areas of common open space for the R-PD district in the pool and amenity deck, tot lot, dog park, and landscape areas around the multifamily buildings.

## **B. Land Use Pattern**

The proposed Rezoning to R-PD zoning district, with an underlying MU-W, is consistent with the existing land use pattern. The surrounding context has a mix of residential and commercial zoning districts, both between the City of Lake Worth Beach and Palm Beach County. Below is a summary of the current land use pattern.

- Immediately to the east and north of the subject site is single-family residential lots, which retain a FLU and Zoning designation of MU-W.
- To the northeast, across Boutwell Road, are 75 townhome units on 8.75 acres located within Waterville Subdivision (equating to a density of 8.57 dwelling units per acre). These townhomes retain a FLU designation of Medium Density Residential (MDR) and a Zoning designation of Multifamily Residential, 20 (MF-20).
- To the west, across the E-4 LWDD Canal, are 144 townhome units on 13.23 acres located within the Waterside Estates subdivision (equating to a density of 10.88 dwelling units per acre). These



townhomes retain a FLU designation HR-12 and a Zoning designation of RH within the jurisdiction of Palm Beach County.

- To the southwest of the subject, across the E-4 LWDD Canal, are 218 multifamily apartment units on 19 acres within the Avesta Costa Del Lago community (equating to a density of 11.47 dwelling units per acre). The multifamily apartment units retain a FLU designation of HR-12 and a Zoning designation of RH within the jurisdiction of Palm Beach County.
- To the southeast of the subject site, across Boutwell Road, are 18 townhome units proposed on a one acre property for the Casa Bella project (equating to a density of 18 dwelling units per acre). The proposed Casa Bella townhome project is currently in review and is requesting a planned development designation, thus showing a precedent of planned development requests in the surrounding area.

The majority of residential uses in the surrounding context of the subject site include a higher density and are more compact in nature. The proposed Residential Planned Development at the vacant 6.39-acre subject site is consistent with the existing land use pattern in the area.

The vacant subject site is located along 10<sup>th</sup> Avenue North, a well-travelled urban minor arterial road and commercial corridor that includes a mix of different office, commercial, and industrial uses. The area along 10<sup>th</sup> Avenue North has seen an increase in intensity for commercial uses, such as the four-story Woodspring Suites hotel with 124 beds at the southeast and the new five-story Wyndham hotel with 100 beds at the south of the subject site. A new 7-Eleven gas station and convenience store is approved at the northwest corner of 10<sup>th</sup> Avenue North and Barnett Drive to the east as well. Immediately to the southwest of the subject site is commercial that includes medical type uses such as Eldercare at Home and Concept Open Imaging Center. Further to the south of subject site are commercial office buildings, while to the west across the E-4 LWDD Canal is a commercial shopping center. Immediately to the east of the subject site is a Mobil gas station and further east across Boutwell Road is an 8.5-acre car dealership. The subject site is a “pocket” of underutilized vacant land, which an infill higher density development of a Residential Planned Development would complement the existing land use pattern of the surrounding higher intensity commercial along 10<sup>th</sup> Avenue North.

### **C. Sustainability**

The proposed development seeks SBIP approval for the following requests:

- Increase in building height from the standard maximum regulation of two stories to permitting two, five story buildings and three, three story buildings; and
- Allow for a 25% increase in density for the maximum base density of 30 dwelling units per acre, thus permitting a density of 37.5 dwelling units per acre.

The proposed multifamily development includes a clubhouse, pool and amenity deck, tot lot, and dog park for residents. The proposed development includes elements of a higher quality landscaping; providing architectural character and aesthetic excellence; providing a quality design based on urban form and density; and providing housing diversity and accessibility. The five buildings for the 230 multifamily apartment unit development include elements of the Florida Green building certification standards and provides a modern contemporary architectural style. The quality of the proposed development’s design and form matches the updated architectural style of modern development in the surrounding area, which includes the nearby Woodspring Suites and Wyndham hotels, and the remodeled car dealership to the east.

### **D. Availability of Public Services/Infrastructure**

The proposed Residential Planned Development district in this location will take advantage of existing infrastructure and the City of Lake Worth Beach’s services, while maximizing an underutilized piece of land. The subject site was previously approved with 189 multifamily apartment units at a density of



29.58 dwelling units per acre, wherein the proposed development provides 230 multifamily apartment units at a density of 35.99 dwelling units per acre. The request for a R-PD district increases the number dwelling units by 41 multifamily apartment units. Therefore, a Rezoning to allow for a R-PD district with an underlying MU-W would build-off the existing multifamily residential approval in regard to traffic, school, and water concurrency.

#### **E. Compatibility**

The proposed Rezoning of the 6.39-acre subject site from MU-W to a R-PD with an underlying MU-W is compatible with adjacent zoning districts. The abutting and nearby properties that fall within the jurisdiction of Lake Worth Beach predominately have a zoning district of MU-W, while the adjacent properties in unincorporated Palm Beach County have higher residential and commercial zoning district with HR and CS. The surrounding context has a mix of high density residential, mixed-use, and commercial, both between the City of Lake Worth Beach and Palm Beach County, thus the request for R-PD with a MU-W underlying zoning district for the subject site is consistent and compatible with the adjacent uses.

As outlined in the “Land Use Pattern” portion of this report, the majority of residential uses in the surrounding context of the subject site include a higher density and are more compact in nature. The proposed R-PD district with an underlying MU-W at the vacant 6.39-acre subject site would allow for a greater density for the multifamily development, thus would be compatible with the higher density residential uses in the surrounding area. The proposed R-PD district on the subject site supports compatibility with adjacent uses since it allows for a transition between the high intensity commercial uses along 10<sup>th</sup> Avenue North and the lower density residential uses to the north.

#### **F. Direct Community Sustainability and Economic Development Benefits**

##### **1. Further implementation of the city’s economic development (CED) program**

*Response: The proposed Rezoning of the 6.39-acre subject site to a R-PD district with an underlying MU-W would further implement the City’s CED program by using the SBIP approval process. The proposed development seeks a 25% increase in density and increase in building height, thus the request includes sustainable elements through the Florida Green Building certification and on-site amenities.*

##### **2. Contribute to the enhancement and diversification of the city’s tax base**

*Response: The proposed 230 multifamily unit residential development on a 6.39-acre subject site would contribute to the enhancement and diversification of the City’s tax base. The future residents of the proposed development will provide business to the existing commercial uses along the 10<sup>th</sup> Avenue North commercial corridor and the nearby downtown center of the City of Lake Worth Beach, while also attending any downtown events in the City.*

##### **3. Respond to the current market demand or community needs or provide services or retail choices not locally available**

*Response: The residential uses surrounding the subject site are predominantly townhome uses to the east or west, or single-family residential to the north. The closest multifamily apartment residential use is the Avesta Costa Del Lago community to the southwest of the subject, across the E-4 LWDD Canal, which was built in 1972. The proposed Rezoning to a R-PD district with an underlying MU-W district for the subject site allows for newer multifamily apartment units and diversification of housing choices with the City of Lake Worth Beach, while responding to current marked demand for different and higher density residential housing.*



**4. Create new employment opportunities for the residents, with pay at or above the county average hourly wage**

*Response: The proposed project is a 230 multifamily apartment unit development, thus this standard does not apply to the Rezoning request to a R-PD district with an underlying MU-W. It is possible that the construction of the proposed development could lead to hiring of local professionals in the City of Lake Worth Beach.*

**5. Represent innovative methods/technologies, especially those promoting sustainability**

*Response: The proposed multifamily residential development includes sustainable elements through Florida Green Building certification standards, and proposes a clubhouse, pool and amenity deck, tot lot, and dog park.*

**6. Support more efficient and sustainable use of land resources in furtherance of overall community health, safety and general welfare**

*Response: The proposed Rezoning to a R-PD district with an underlying MU-W for the subject site would alleviate development pressure westward and allows for more efficient infill development.*

**7. Be complimentary to existing uses, thus fostering synergy effects**

*Response: The proposed Rezoning of the 6.39-acre subject site to a R-PD district with an underlying MU-W district would be complementary to the existing commercial and office uses along the 10<sup>th</sup> Avenue North commercial corridor with a higher density residential use. The proposed development would also foster synergy effects for the nearby Lake Worth Park of Commerce (LW-POC), by allowing future residents to have employment opportunities in the LW-POC.*

**8. Alleviate blight/economic obsolescence of the subject area**

*Response: The subject site is a predominantly vacant site that represents a “pocket” of infill development, thus the proposed Rezoning to a R-PD district with an underlying MU-W would alleviate economic obsolescence of the subject site by bringing future residents to the City of Lake Worth Beach while providing stimulus to the nearby uses on the 10<sup>th</sup> Avenue North corridor.*

**H. Master Plan and Site Plan Compliance with Land Development Regulations**

The Rezoning of the 6.39-acre subject site to a R-PD district with an underlying MU-W is in compliance with Section 23.3-25 and Section 23.2-31 of the City of Lake Worth Beach’s Land Development Code.

**7. MAJOR SITE PLAN APPROVAL STANDARDS**

Section 23.2-26, Rezoning of Land and Future Land Use Map (FLUM) Amendments of the City’s Code of Ordinance requires the Applicant to address the Findings in accordance with Section 23.2-26(3). The Applicant is providing a Justification Statement, Site Plan, and other relevant documents as part of this Rezoning, and has demonstrated this proposal meets the requirements set forth in the applicable City’s Code of Ordinances. The site plan standards for the proposed development follows the underlying MU-W zoning district pursuant to 23.3-25(c) and follows site design standards per Section 23.2-31 of the City of Lake Worth Beach’s Code of Ordinances. The responses by the Applicant for each Finding of Facts, provide a comprehensive analysis that the Planned Development application is compliance with these requirements:



## **SITE DESIGN QUALITATIVE STANDARDS**

### **Section 23.2-31**

1. **Harmonious and efficient organization.** All elements of the site plan shall be harmoniously and efficiently organized in relation to topography, the size and type of plot, the character of adjoining property and the type and size of buildings. The site shall be developed so as to not impede the normal and orderly development or improvement of surrounding property for uses permitted in these LDRs.

*Response: The proposed site design is harmoniously and efficiently organized as it relates to the property constraints and provides residential housing options along the primarily non-residential corridor. The modern contemporary architectural style for the proposed development would be harmonious with the nearby modern style of redevelopment in the surrounding area, including the Woodsprings Suites hotel, Wyndham hotel, and nearby car dealership. The configuration of the proposed multifamily buildings on the subject site is a tier system, with five-story buildings near 10<sup>th</sup> Avenue North and the center of the site, while three-story buildings adjacent to the north and east to compliment adjacent uses. The density for the proposed development would be consistent with the higher density residential uses to the east and west.*

2. **Preservation of natural conditions.** The natural (refer to landscape code, Article 6 of these LDRs) landscape shall be preserved in its natural state, insofar as practical, by minimizing tree and soil removal and by such other site planning approaches as are appropriate. Terrain and vegetation shall not be disturbed in a manner likely to significantly increase either wind or water erosion within or adjacent to a development site. Natural detention areas and other means of natural vegetative filtration of stormwater runoff shall be used to minimize ground and surface water pollution, particularly adjacent to major waterbodies. Fertilizer/pesticide conditions may be attached to development adjacent to waterbodies. Marinas shall be permitted only in water with a mean low tide depth of four (4) feet or more.

*Response: The site will not be disturbed in such a manner as to significantly increase either wind or water erosion within or adjacent to the development site. The site proposes to address its own drainage.*

3. **Screening and buffering.** Fences, walls or vegetative screening shall be provided where needed and practical to protect residents and users from undesirable views, lighting, noise, odors or other adverse off-site effects, and to protect residents and users of off-site development from on-site adverse effects. This section may be interpreted to require screening and buffering in addition to that specifically required by other sections of these LDRs, but not less.

*Response: Appropriate screening and buffering are provided on the proposed site plan that meets LDR requirements. The proposed development provides a ten-foot landscape buffer along 10<sup>th</sup> Avenue North and a five-foot landscape buffer around the perimeter of the subject site. A meandering path is provided along 10<sup>th</sup> Avenue North, thus providing additional buffering along the public ROW.*

4. **Enhancement of residential privacy.** The site plan shall provide reasonable, visual and acoustical privacy for all dwelling units located therein and adjacent thereto. Fences, walls, barriers and vegetation shall be arranged for the protection and enhancement of property and to enhance the privacy of the occupants.

*Response: The proposed site design offers the most reasonable, visual and acoustical privacy for all dwelling units given the site. The proposed development staggers the building orientation of all individual buildings on-site in relation to each other to promote privacy for residents. The multifamily buildings have been moved to the center of the site to avoid any privacy issues with nearby uses.*



5. Emergency access. Structures and other site features shall be so arranged as to permit emergency vehicle access by some practical means to all sides of all buildings.

*Response: Emergency access is provided to all proposed buildings with appropriate site circulation and access. A secondary emergency access only is provided at the southeast portion of the site. It will be developed as a mountable curb and will be gated at all times with access provided via a Knox box.*

6. Access to public ways. All buildings, dwelling units and other facilities shall have safe and convenient access to a public street, walkway or other area dedicated to common use; curb cuts close to railroad crossings shall be avoided.

*Response: Safe and convenient access is provided via 10<sup>th</sup> Avenue North, which provides both ingress and egress for residents and guests. The multifamily development provides queuing for the subject site through a 150-foot throat distance from the south property line to the gate's call box.*

7. Pedestrian circulation. There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.

*Response: A pedestrian circulation system is provided that is separated from the vehicular circulation system as to assist in safe and efficient circulation. In addition, a meandering path is provided along 10<sup>th</sup> Avenue North which connects with the overall pedestrian system within the proposed development.*

8. Design of ingress and egress drives. The location, size and numbers of ingress and egress drives to the site will be arranged to minimize the negative impacts on public and private ways and on adjacent private property. Merging and turnout lanes traffic dividers shall be provided where they would significantly improve safety for vehicles and pedestrians.

*Response: The proposed ingress and egress drives located on 10<sup>th</sup> Avenue North will not create negative impacts on adjacent private property and minimize impacts on public and private ways.*

9. Coordination of on-site circulation with off-site circulation. The arrangement of public or common ways for vehicular and pedestrian circulation shall be coordinated with the pattern of existing or planned streets and pedestrian or bicycle pathways in the area. Minor streets shall not be connected to major streets in such a way as to facilitate improper utilization.

*Response: The proposed coordination of on-site circulation with off-site circulation is designed in such a manner as not to facilitate improper utilization.*

10. Design of on-site public right-of-way. On-site public street and rights-of-way shall be designed to for maximum efficiency. They shall occupy no more land than is required to provide access, nor shall they unnecessarily fragment development into small blocks. Large developments containing extensive public rights-of-way shall have said rights-of-way arranged in a hierarchy with local streets providing direct access to parcels and other streets providing no or limited access to parcels.

*Response: The site provides an additional 15' ROW dedication to the existing 80' ROW along 10<sup>th</sup> Avenue; the development will not be fragmented into small blocks.*

11. Off-street parking, loading and vehicular circulation areas. Off-street parking, loading and vehicular circulation areas shall be located, designed and screened to minimize the impact of noise, glare and odor on adjacent property.

*Response: The City's Code requires a total of 379 parking spaces. Given the location of the site, nature of the development style, and programmatic needs for the development, 379 parking spaces*



are provided on-site. The Applicant has provided a parking study, demonstrating that the proposed development only requires a maximum of 347 parking spaces for 230 occupied dwelling units.

12. Refuse and service areas. Refuse and service areas shall be located, designed and screened to minimize the impact of noise, glare and odor on adjacent property.

*Response: Refuse areas are designed to meet code requirements.*

13. Protection of property values. The elements of the site plan shall be arranged so as to have minimum negative impact on the property values of adjoining property.

*Response: The proposed development is designed to minimize negative impacts on adjoining properties; furthermore, the proposed development diversifies the corridor by providing residential options. The proposed development does not interfere with the functions of adjacent uses.*

14. Transitional development. Where the property being developed is located on the edge of the zoning district, the site plan shall be designed to provide for a harmonious transition between districts. Building exteriors shall complement other buildings in the vicinity in size, scale, mass, bulk, rhythm of openings and character. Consideration shall be given to a harmonious transition in height and design style so that the change in zoning districts is not accentuated. Additional consideration shall be given to complementary setbacks between the existing and proposed development.

*Response: The proposed development provides for a harmonious transition between surrounding commercial and neighborhood uses. Additionally, the exterior architecture offers high quality design and materials that further assists in creating a transition among surrounding architecture, density, and uses.*

15. Consideration of future development. In finding whether or not the above standards are met, the review authority shall consider likely future development as well as existing development.

*Response: Surrounding properties retain similar FLU and Zoning designations to that of the subject site, MU-W. The proposed development will continue to provide consistency with surrounding uses as well as maintain and promote a high-quality design standard.*

**DEVELOPMENT REGULATIONS**

The proposed development plan meets the regulations as set forth in the table below. Additionally, the subject site is subject to the major thoroughfare design guidelines as this regulation only applies to properties located on 10<sup>th</sup> Avenue North from Dixie Highway to I-95. The site is located west of this area, thus, the guideline does not apply.

Furthermore, the development proposes to utilize the Sustainable Bonus Incentive Program (SBIP) in order to increase building height. Details on meeting these program requirements are discussed under the SBIP section of this report.

<b>Section 23.3-18 (c) Development Regulations for Uses Permitted by Right</b>		
<b>TYPE</b>	<b>REQUIREMENT</b>	<b>PROPOSED</b>
<b>Density</b>	Max density 37.5 dwelling units per gross acre (230 DU/Lot Area =6.39 AC.)*	35.99 dwelling units per acre
<b>Lot Width</b>	75 ft.	230 ft.
<b>Height</b>	30 ft. (not to exceed 2 stories)	Building A & C: 5-stories* Buildings B,D & E: 3-stories*
	*Additional 35 ft. of height under Sustainable Bonus Incentive Program (not to exceed 6	Building A & C: 3 additional stories



	stories) for blocks fronting 10 <sup>th</sup> Avenue North.		Buildings B,D & E: 1 additional story
<b>Setback</b>	<i>Front</i>	20 ft. min.*	28 ft.
	<i>Rear</i>	15 ft. min.*	18 ft.
	<i>Side</i>	20 ft. min.*	20 ft.
	<i>Bonus Height and Stories</i>	SBIP requires an additional 8 ft. min. for Front and Rear setbacks	
<b>Living Area</b>	<i>Multi-Family (Min.)</i>	Eff.	400 SF
		1 BR	600 SF
		2 BR	750 SF
		3 BR	900 SF
		4 BR	1,350 SF
<b>Accessory Structure Limitations</b>	Limited to 40% of principal structure		
<b>Impermeable Surface Total</b>	<i>Small Lot</i>	65%	
	<i>Medium Lot</i>	65%	
	<i>Large Lot</i>	65%	61%
<b>Maximum Lot Coverage</b>	<i>Small Lot</i>	60%	
	<i>Medium Lot</i>	55%	
	<i>Large Lot</i>	50%	21%
<b>Maximum Wall Heights</b>	<i>Height at Setback</i>	30 ft.	
	<i>Height with SBIP</i>	65 ft.	

Section 23.3-25(b)(2) – Density

Per the MU-W base zoning district, the subject site is allowed a density of 30 dwelling units per acre. Pursuant to the Planned Development district regulations, any R-PD is allowed a density bonus of 25%. The increase in density permits a maximum density of 37.5 dwelling units per acre, thus the proposed development provides a density of 35.99 dwelling units per acre. The increase in density is permitted by providing twice the base line sustainable bonus value, which applies to each square footage above the maximum threshold. Please see the sustainable bonus spreadsheet provided in this submittal.

Section 23.3-18 (c) – Setbacks.\*

Pursuant to the setback regulations for developments permitted by right within the MU-W zoning district, minimum setback requirements are increased for those projects that are utilizing the SBIP in order to increase building height above the two-story height limit. As part of this development proposal, SBIP approval is requested in order to increase the building height; therefore, the site design is subject to the increased front façade and rear façade minimum setback requirements. Both setbacks require an additional distance of eight to twelve feet to the minimum requirement. However, the LDRs allow relief of that additional setback requirement due to the dedication of the right of way strip.

Section 23.6-1 – Landscape regulations.

Per the landscape regulations for new multi-family developments (Sec. 23.6-1 (f).2), the proposed site will provide the required ten-foot perimeter buffer adjacent to the 10<sup>th</sup> Avenue North right-of-way (ROW). In addition, the landscape strip provided on the west side of the property will provide a five-foot landscape strip as it is adjacent to an established tree line along the LWDD canal. The proposed landscape will meet the required minimum standards as provided within this section as well as provide higher quality landscaping within community areas.



Section 23.4-10 – Off-street parking.

Pursuant to Section 23.4-10, the parking requirements for the proposed multifamily development is detailed below:

Unit Type	Parking Requirements per Bedroom	Required Parking
1 Bedroom (104 Units)	1.5 Parking Spaces per Unit	156 Parking Spaces
2 Bedroom (117 Units)	1.75 Parking Spaces per Unit	205 Parking Spaces
3 Bedroom (9 Units)	2 Parking Spaces per Unit	18 Parking Spaces
Total		379 Parking Spaces

The proposed development provides a total of 379 parking spaces, which includes 82 compact parking spaces, 15 electric vehicle parking spaces, and 52 bike racks that substitute as eight parking spaces, thus the subject site does meet the City’s parking requirement.

**SUSTAINABLE BONUS INCENTIVE PROGRAM (SBIP)**

The proposed development seeks SBIP approval in order to increase the building height from the standard maximum regulation of two stories to permitting two, five-story buildings and three, three-story buildings, and to allow for a 25% increase in density. The SBIP offers the opportunity for the Applicant to increase building height within certain zoning districts in exchange for the incorporation of sustainable design features, community-based improvements and overall design excellence as part of the development proposal. The SBIP can be applied to developments in the MU-W Zoning District.

Section 23.2-33 (c).2. – Review/Decision

- (a) Is the award calculated correctly, consistent with the square footage and height requested and the value of the features and improvements included in the development proposal;

*Response: The development proposal is consistent with the square footage and height requested. The request in height includes the increase of three floors for Building A and C and an increase of one floor for Buildings B, D and E. Per Section 23.3-18 (c), a development may increase its building height by an additional 35 feet under the SBIP (not to exceed 6 stories) for blocks fronting 10<sup>th</sup> Avenue North. The subject site is located along 10<sup>th</sup> Avenue, therefore, meets this requirement.*

- (b) Do the proposed on-site features or improvements adequately provide sustainable project enhancements, beyond those otherwise required by these LDRs for the development proposal that are attainable and reasonable in the context of the proposed project.

*Response: The proposed project meets Section 23.3-18 (c) Development Regulations, as discussed above, as well as offers additional on-site features that provide sustainable project enhancements (Section 23.2-33 (d)). These include elements of the clubhouse, pool and amenity deck, tot lot, and dog park; higher quality landscaping; providing architectural character and aesthetic excellence; providing a quality design based on urban form and density; and providing housing diversity and accessibility.*

Section 23.2-33 (d)(d) – Higher quality or additional open space beyond the requirements of the code.  
*Features such as a community clubhouse, pool deck, tot lot, and dog park offers the residents enhanced enjoyment of the provided open space areas and go beyond code minimum to increase quality of life.*

Section 23.2-33 (d)(h) – Character and aesthetic excellence/urban form and density/housing diversity and accessibility.

*The proposed development utilizes urban form and density to create a transition between surrounding intense commercial uses to lower residential uses by utilizing the “step-back” technique in building height. This method in urban form allows the development to provide the necessary transition between varying land uses that may otherwise be found to be incompatible with one another. Furthermore, the multi-family development provides housing diversity within the area as no other multi-family family options are provided within the immediate area.*



(c) Do the proposed off-site improvements meet the priorities of the city for community sustainability; and

*Response: Not applicable.*

(d) Do the proposed features, improvements or fees-in-lieu meet the intent of the Sustainable Bonus Incentive Program?

*Response: As identified by the criteria above, the proposed features and improvements meet the intent of the SBIP, onsite.*

### **ARCHITECTURE**

The architectural style being utilized for this project is contemporary. The main focus of the proposed development's design was to establish a modern look in a site where traditional styles of architecture would otherwise be used in order to break the mold and instill more diversity into the City of Lake Worth Beach's architectural scene. The proposed development has accomplished this by providing a variety of architectural techniques throughout the three building types such as:

- Vertical towers which break the verticality and horizontality of the architecture;
- Variant window styles and sizes;
- Series of score lines in designated areas provide a change of texture and in instances a visual base for the building;
- Solid and mesh balconies that provide an identity for particular units; and
- Metal awnings on top of sliders incorporates new materials while providing shade and slick frames throughout all buildings begin to engage and highlight connections to the site.

The color themes for the proposed development will match the style with a series of accent greys on a predominant white base.

### **Section 23.2-31 (I) – Community Appearance Criteria**

1. The plan for the proposed structure or project is in conformity with good taste, good design, and in general contributes to the image of the City as a place of beauty, spaciousness, harmony, taste, fitness, broad vistas and high quality.

*Response: As demonstrated by the above architectural description, the proposed development is in conformity with good taste, good design, and in general contributes to the image of the City as a place of beauty, spaciousness, harmony, taste and high quality.*

2. The proposed structure or project is not, in its exterior design and appearance, of inferior quality such as to cause the nature of the local environment or evolving environment to materially depreciate in appearance and value.

*Response: The proposed development provides high quality design and materials. The exterior design and appearance will not cause the nature of the local environment or evolving environment to materially depreciate in appearance value.*

3. The proposed structure or project is in harmony with the proposed developments in the general area, with code requirements pertaining to site plan, signage and landscaping, and the comprehensive plan for the City, and with the criteria set forth herein.

*Response: The proposed development is consistent with site plan requirements, signage, landscaping, and the comprehensive plan.*



4. The proposed structure or project is in compliance with this section and 23.2-29, as applicable.

*Response: It is found to be that the proposed development is in compliance with the architectural requirements.*

### **8. CONCLUSION**

The requested Rezoning to a R-PD zoning district, with an underlying MU-W, a Major Site Plan approval, and Sustainable Bonus Incentive Program are justified and consistent with the City of Lake Worth Beach's Comprehensive Plan, Code of Ordinances, and is compatible with surrounding uses. The subject site is in an ideal location to promote development. The development at this location improves an underutilized land area that is surrounded on all sides by built environment. The increase in density and building height through the R-PD zoning district and SBIP would allow a multifamily residential use that best compliments the 10<sup>th</sup> Avenue North corridor and surrounding high density residential uses. On behalf of the Applicant, WGI respectfully requests approval of this request to amend the subject site to a R-PD zoning district, with an underlying MU-W, and allow a Major Site Plan and SBIP approval.

AN APPRAISAL OF  
**THE VACANT LAND  
LOCATED ALONG THE NORTH SIDE OF  
10TH AVENUE NORTH, SOUTH OF KEAST LANE,  
AND 225' WEST OF BOUTWELL ROAD,  
IN THE CITY OF LAKE WORTH,  
PALM BEACH COUNTY, FLORIDA**

FILE NUMBER 18-77924

PREPARED FOR  
MR. IGNACIO CATTANEO

AS OF  
JUNE 26, 2018

BY  
MICHAEL R. SLADE, MAI, SRA, CRE  
CALLAWAY & PRICE, INC.



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June 28, 2018

Mr. Ignacio Cattaneo  
9959 Collins Ave., Apt. 401  
Surfside, FL 33154

Dear Mr. Cattaneo:

We have made an investigation and analysis of the vacant land located along the north side of 10th Avenue North, south of Keast Lane, and 225' west of Boutwell Road, in the City of Lake Worth, Florida. The Subject Property will be further described both narratively and legally within the following Appraisal Report. The purpose of this investigation and analysis was to provide our opinion of the "Across the Fence" (ATF) Value of the Fee Simple Estate of the Subject Property on June 26, 2018.

The Subject Property is a vacant, long and narrow strip of land currently owned by Lake Worth Investment Group that, in our opinion, has nominal Market Value by itself due to its small size (3,216 sq. ft.) and configuration. It sits directly along 10<sup>th</sup> Avenue North and the current owners are considering dedicating the strip of land to the City of Lake Worth. In the case of the Subject valuation, we have employed the "Across the Fence" appraisal methodology based on the Highest and Best Use of the Parent Tract (fully discussed herein).

This report has been prepared for our client and intended user, Mr. Ignacio Cattaneo. The intended use is for internal decision making. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

Based upon the scope of the assignment, our investigation and analysis of the information contained within this report, as well as our general knowledge of real estate valuation procedures and market conditions, it is our opinion that:

The "Across the Fence" Value of the Fee Simple Estate of the Subject Property, as of June 26, 2018 was:

**\$33,000**

Mr. Ignacio Cattaneo  
June 28, 2018  
Page Two

A description of the property appraised, and the adjacent Parent Tract, together with an explanation of the valuation procedures utilized, is contained in the body of the attached report. For your convenience, an Executive Summary follows this letter. Your attention is directed to the Limiting Conditions and underlying assumptions upon which the value conclusions are contingent.

Respectfully submitted,

CALLAWAY & PRICE, INC.

A handwritten signature in cursive script that reads "Michael Robert Slade".

Michael R. Slade, MAI, SRA, CRE  
Cert Gen RZ116

A handwritten signature in cursive script that reads "Nicola Ellefson".

Niccola L. Ellefson, MAI  
Cert Gen RZ2096

MRS/NLE/KPD/18-77924  
Attachments



---

## *Executive Summary*

---

PROPERTY TYPE	:	Vacant land.
LOCATION	:	The Subject Property is located along the north side of 10th Avenue North, south of Keast Lane, 225' west of Boutwell Road, in the City of Lake Worth, Florida. The property has a Lake Worth mailing address in zip code 33461.
DATE OF VALUATION	:	June 26, 2018
PROPERTY DESCRIPTION		
LAND	:	The Subject Property consists of a long and narrow shaped site, and contains approximately 3,216 square feet, or 0.074 acres of land. The adjacent Parent Tract is an irregular-shaped parcel of land comprised of 223,898 square feet, or 5.14 acres, according to the site plan provided.
IMPROVEMENTS	:	None.
ZONING	:	Mixed Use - West (MU-W) with a maximum density of 30 units per acre by the City of Lake Worth.
LAND USE PLAN	:	Mixed Use - West (MU-W) by the City of Lake Worth.
HIGHEST AND BEST USE		
AS VACANT – SUBJECT	:	Assemblage with Across the Fence (ATF) Parent Tract for future development.
AS VACANT – PARENT TRACT	:	As proposed for multifamily apartments.
ACROSS THE FENCE (ATF) VALUE OF THE FEE SIMPLE ESTATE OF THE SUBJECT PROPERTY, AS OF JUNE 26, 2018	:	\$33,000



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Qualifications:	
Michael R. Slade, MAI, SRA, CRE	
Niccola L. Ellefson, MAI	



**CERTIFICATION**

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
4. We have not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. The analyses, opinions, and conclusion were developed, and this report was prepared, in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and The Interagency Appraisal and Evaluation Guidelines, December 10, 2010.
9. Niccola L. Ellefson, MAI has made a personal inspection of the property that is the subject of this report.
10. No one provided significant real property appraisal assistance to the persons signing this certification.
11. The use of this report is subject to the requirements of the State of Florida relating to review by the Florida Real Estate Appraisal Board.



12. This appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.
13. The reported analyses, opinions and conclusions were developed, and this report was prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
14. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
15. As of the date of this report, Michael R. Slade, MAI, SRA, and Niccola L. Ellefson, MAI have completed the continuing education program for Designated Members of the Appraisal Institute.

---

Michael R. Slade, MAI, SRA, CRE  
Cert Gen RZ116

---

Niccola L. Ellefson, MAI  
Cert Gen RZ2096



**GENERAL ASSUMPTIONS**

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.
2. The value opinion in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.
3. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.
4. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. No right to expert testimony is included, unless other arrangements have been completed. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements; and, in any event, the appraiser's total liability for this report is limited to the actual fee charged.
5. No rights to expert witness testimony, pre-trial or other conferences, depositions, or related services are included with this appraisal. If as a result of this appraisal process Callaway and Price, Inc., or any of its principals, its appraisal consultants or experts are requested or required to provide any litigation services, such shall be subject to the provisions of the engagement letter or, if not specified therein, subject to the reasonable availability of Callaway and Price, Inc. and/or said principals or appraisers at the time and shall further be subject to the party or parties requesting or requiring such services paying the then applicable professional fees and expenses of Callaway and Price, Inc. either in accordance with the engagement letter or arrangements at the time, as the case may be.



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## ***General Assumptions and Limiting Conditions***

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6. Any material error in any of the data relied upon herein could have an impact on the conclusions reported. We reserve the right to amend conclusions reported if made aware of such error. Accordingly, the client-addressee should carefully review all assumptions, data, relevant calculations, and conclusion within 30 days of delivery of this reported and should immediately notify us of any questions or errors.
7. The market value reported herein assumes that all taxes and assessments have been paid, and assumes a fee simple interest unless otherwise reported. The body of the report will define the interest appraised if it differs.
8. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.
9. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.
10. Our opinion of value was based on the assumption of competent marketing and management regarding the property. If there is no competent marketing and management, then the market value opinion herein may not apply.
11. Typically, the best indication of site size and boundaries is a boundary survey. We requested but were not provided a boundary survey. If the site size utilized differs significantly from the actual size, the appraisal may be subject to revision.

### **LIMITING CONDITIONS**

1. No hypothetical conditions are part of this appraisal assignment.
2. No extraordinary assumptions are part of this assignment.



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## ***General Assumptions and Limiting Conditions***

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3. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, was not called to the attention of, nor did the appraisers become aware of such during their inspection. The appraisers have no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraisers, however, are not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.
4. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraisers have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraisers have no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.
5. A site plan of the Subject site, as well as of the adjacent larger, or Parent Tract, was provided and shown herein. The site plan was prepared by WGI, Project Name: Golden Rod Apartments, Job 2154.01, dated 12/06/16, and revised 10/20/17 and depicts the larger adjacent parcel in addition to the Subject site. The Subject Property consists of a long and narrow shaped sliver of land with dimensions of 14' x 229.75' and containing approximately 3,216 square feet, or 0.074 acres, according to the site plan. We have relied upon the site plan herein; if the land area is found to be different than what we were provided, the value could change.



VIEW OF SUBJECT PROPERTY LOOKING WEST



VIEW OF SUBJECT PROPERTY ALONG 10<sup>TH</sup> AVE N



VIEW OF ADJACENT PARENT TRACT



VIEW OF ADJACENT PARENT TRACT TOPOGRAPHY



LOOKING SOUTH FROM PARENT TRACT AT SUBJECT ALONG 10<sup>TH</sup> AVENUE NORTH



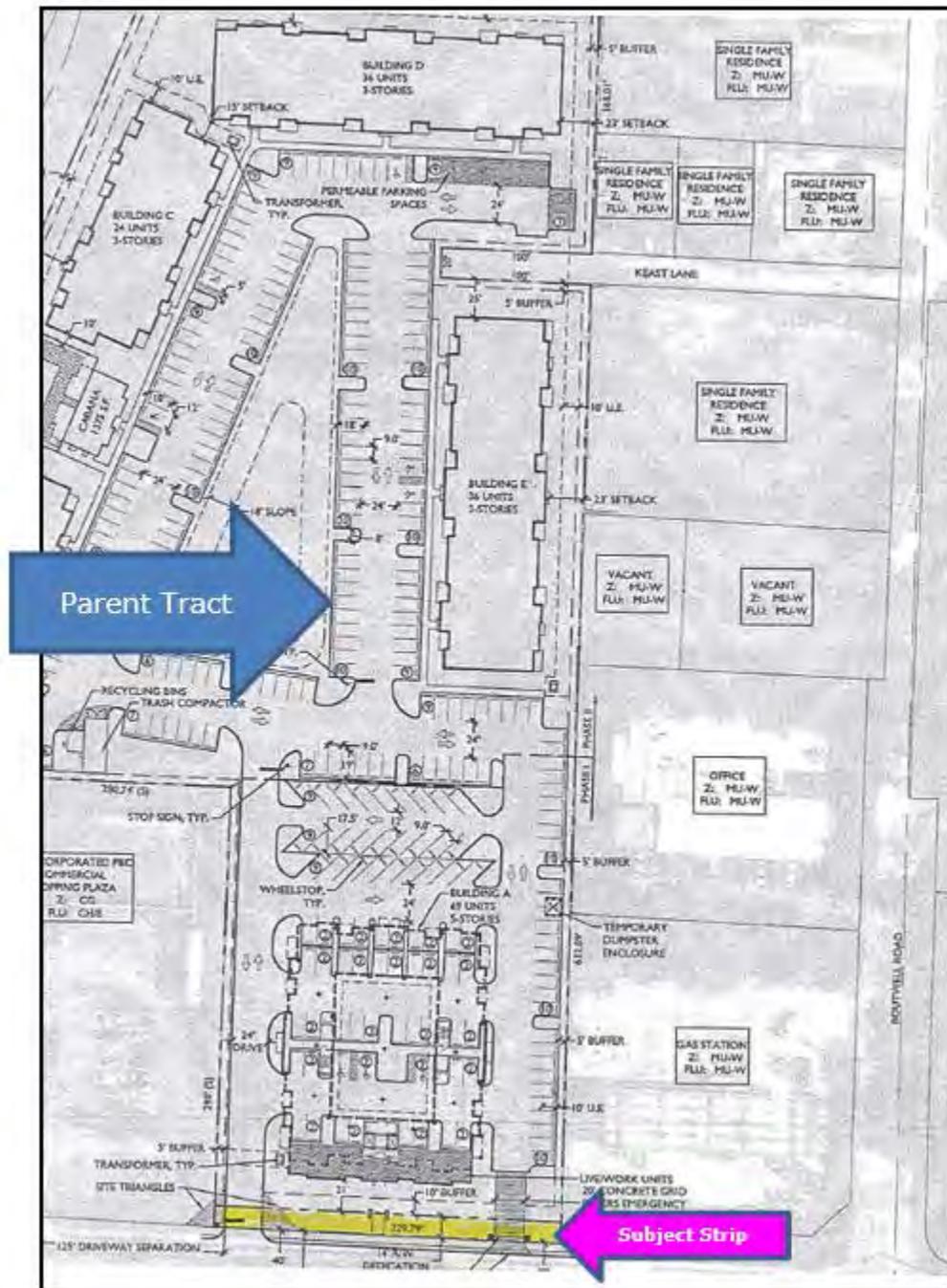
VIEW LOOKING EAST ALONG 10TH AVENUE NORTH FROM SUBJECT



VIEW LOOKING WEST ALONG 10TH AVENUE NORTH FROM SUBJECT



AERIAL VIEW



SITE PLAN



## **DEFINITION OF THE APPRAISAL PROBLEM**

### Purpose, Date of Value, and Interest Appraised

The purpose of this investigation and analysis was to provide our opinion of the "Across the Fence" Value of the Fee Simple Estate of the Subject Property as of June 26, 2018.

### Intended Use and User of Appraisal

This report has been prepared for our client and intended user, Mr. Ignacio Cattaneo. The intended use is for internal decision making. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

### Legal Descriptions

Lengthy metes and bounds legal descriptions can be found in the Addenda.

Source: Public records and client.

### Market Value

"As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated;
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests;
- c. A reasonable time is allowed for exposure in the open market;
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

Source: The Interagency Appraisal and Evaluation Guidelines, Federal Register, Volume 75, No. 237, December 10, 2010, Pgs. 61-62.



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## ***Definition of the Appraisal Problem***

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### Fee Simple Estate

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Fee Simple Estate on page 78 as follows:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

### Across the Fence Method

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Method on page 3 as follows:

"A land valuation method often used in the appraisal of corridors. The across the fence method is used to develop a value opinion based on comparison to abutting land."

### Across the Fence (ATF) Value

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Across the Fence Value on page 3 as follows:

"In corridor valuation, a value opinion based on comparison with adjacent lands including the consideration of adjustment factors such as market conditions, real property rights conveyed, and location."

### Exposure Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Exposure Time on page 73 as follows:

"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market."

There is a requirement under Standard Two to report exposure time according to the latest USPAP publication. "Exposure Time" is different for various types of property under different market conditions.

We have reviewed the exposure time on the sales contained in the Sales Comparison Approach in this appraisal. Based on that data and the current market, it is our opinion that the Subject Property would have had an exposure time of approximately 12 months.



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## ***Definition of the Appraisal Problem***

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### Marketing Time

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute, defines Marketing Time on page 140 as follows:

“An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.”

“Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, “Reasonable Exposure Time in Real Property and Personal Property Market Value Opinions” address the determination of reasonable exposure and marketing time.”

Based on this, and considering the marketing times of the sales used in our Sales Comparison Approach, the Subject should have a marketing time of up to 12 months, provided there is adequate financing available, the property is listed for sale at market value, and is marketed by a competent brokerage firm.



## **SCOPE OF WORK**

According to the 14th Edition of The Appraisal of Real Estate, page 135, "Scope of Work refers to the type and extent of research and analyses in an assignment. The appraiser is responsible for determining the appropriate scope of work in the appraisal assignment. Scope of work for an assignment is acceptable if it leads to credible assignment results, is consistent with the expectations of parties who are regularly intended users for similar assignments, and is consistent with what the actions of the appraiser's peers would be in the same or a similar assignment."

The first step in the appraisal process is the identification of the appraisal problem which included the purpose and date of value, determining the interest being appraised, intended use and user of the appraisal, and identifying the real estate (legal description). This step also determines if the appraisal was subject to any extraordinary assumptions or hypothetical conditions, which it was not.

The next step involves the inspection of the Subject Property in June 2018 by Nicola L. Ellefson, MAI. Our inspection allowed us to understand the physical components of the Subject Property. In addition to the inspection of the Subject Property, we also began the data-collection process and, subsequently, an analysis of the factors that affect the market value of the Subject Property, including property data analysis. We gathered and reviewed information from the Palm Beach County Property Appraiser's Office, City of Lake Worth Planning and Zoning Department, and interviews with brokers, owners and other market participants to understand and describe the Subject Property and its surroundings.

The third step in the process is a market area analysis and neighborhood analysis to determine the Highest and Best Use of the Subject Property. Through the Highest and Best Use analysis, we determine the issues that have an effect on the final opinion of value. To determine the Highest and Best Use, we rely on information obtained from the data-collection process.

The fourth step was the application of the appropriate approach for the site valuation. *No approaches were specifically omitted from this appraisal either by the client or the appraiser.* The most reliable way to estimate land value is by the Sales Comparison Approach. When few sales are available, however, or when the value indications produced through sales comparison need additional support, alternative techniques like extraction or allocation may be applied. There have been no relevant sales of similar strip or easement parcels that we could confirm. Therefore, the standard Sales Comparison Approach is limited due to lack of arm's length sales of similar sites.



According to *The Dictionary of Real Estate Appraisal*, 6<sup>th</sup> edition, alternative valuation approaches for buffer land may include the Across the Fence (ATF) method. The Subject Property is owned by the Lake Worth Investment Group, LLC. It has direct frontage along 10<sup>th</sup> Avenue North and could potentially be dedicated to the city for roadway use. It is our opinion that the Subject site has nominal Market Value by itself due to its small size and configuration.

Therefore, we have employed the "Across the Fence" ATF appraisal methodology in our analysis based on the comparison to abutting land. This theory is consistent with the Highest and Best Use of assumed assemblage with ATF land, and a sale to abutting owners. In the value of the Subject Property, we have analyzed the adjacent site to the north, the "parent" tract to derive a value estimate on a per square foot basis. This unit value was applied to the Subject's land area in order to determine an overall value opinion for the Subject Property.

Therefore, in the case of the Subject Property the only approach used was the Sales Comparison Approach via the ATF methodology. Since only one approach to value was used, no reconciliation was needed.



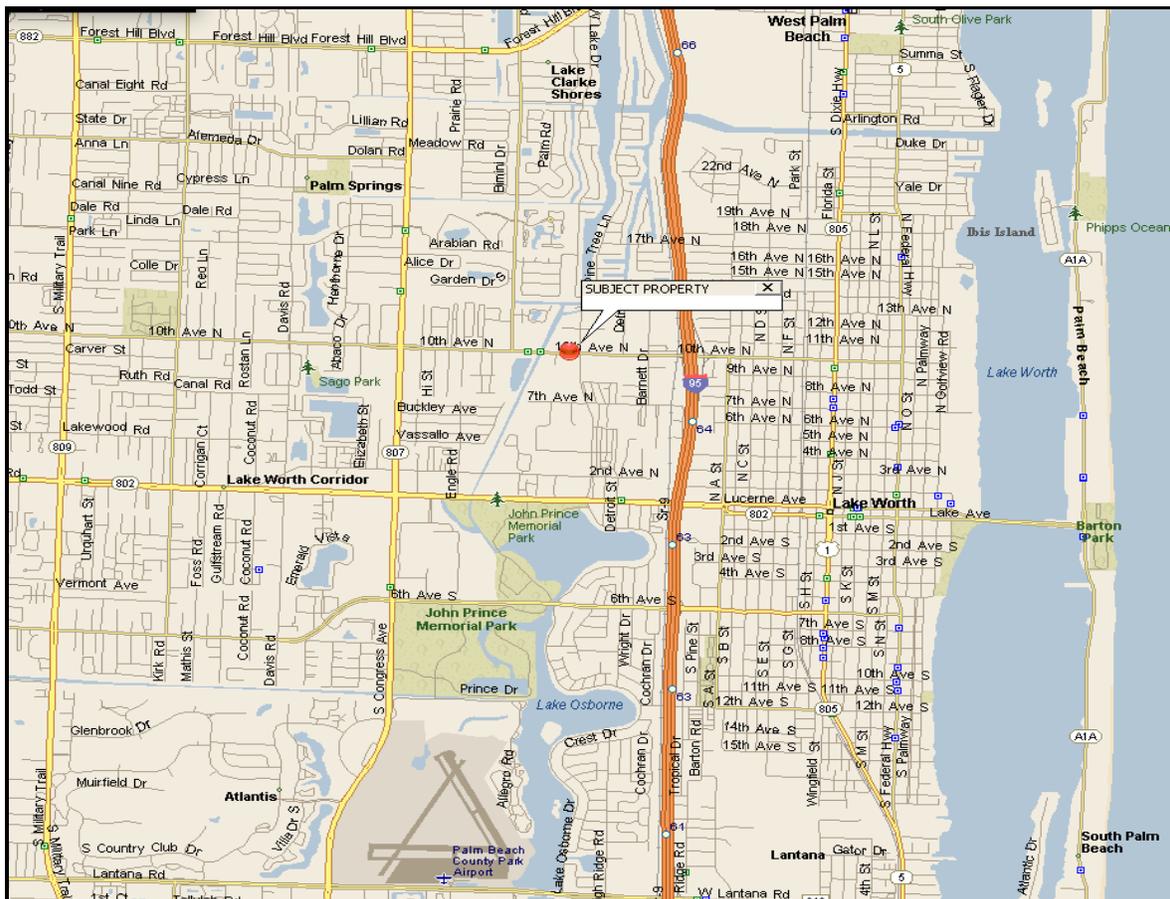
## **NEIGHBORHOOD DATA**

### Preface

The relationship of the Subject Property with surrounding properties forms the basis of neighborhood analysis. The Appraisal of Real Estate, 14th Edition on page 165 states: "The boundaries of market areas, neighborhoods, and districts identify the areas that influence a subject property's value. These boundaries may coincide with observable changes in land use or demographic characteristics. Physical features such as structure types, street patterns, terrain, vegetation, and lot sizes help to identify land use districts. Transportation arteries (highways, major streets, and railroads), bodies of water (rivers, lakes, and streams), and changing elevation (hills, mountains, cliffs, and valleys) can also be significant boundaries."

Neighborhood analysis requires the identification of boundaries. The boundaries may be defined by complimentary land uses, social factors, economic, or physical boundaries. In the case of this appraisal assignment, neighborhood boundaries are identified by physical boundaries and surrounding land uses.

### *Neighborhood Map*





The Subject neighborhood is situated in the central portion of Palm Beach County and consists of properties located in Greenacres, Lake Worth, Palm Springs, Atlantis, Lake Clarke Shores and unincorporated areas of Palm Beach County, Florida. The neighborhood is bounded by Forest Hill Boulevard on the north, Lantana Road on the south, Interstate 95 on the east, and Jog Road on the west.

Land uses within the Subject neighborhood are varied and include many types of commercial, industrial and residential properties. The commercial uses include neighborhood shopping centers, gas stations, a variety of strip centers, restaurants, financial institutions, auto service facilities and automobile sales facilities. The industrial uses include warehouses, storage and manufacturing facilities. Several major land uses are situated within the neighborhood including the Palm Beach County Park Airport, John Prince Memorial Park, the Atlantis Country Club and Golf Course, and the JFK Medical Center.

The primary north/south thoroughfares through the neighborhood include Congress Avenue, Military Trail, and Jog Road which handle the majority of the local traffic. Interstate 95 provides excellent access to all of Florida's east coast.

The major east/west thoroughfares through the Subject neighborhood are 10th Avenue North, Forest Hill Boulevard, 6<sup>th</sup> Avenue South/Melaleuca Lane, Lake Worth Road, and Lantana Road. Most of these thoroughfares have access to Interstate 95 and extend from U.S. Highway 1 to the western extremes of the County. Lake Worth Road provides access to Florida's Turnpike and extends from Ocean Avenue to beyond State Road 7 (U.S. Highway 441).

Boutwell Road is currently under construction directly south of the Subject Property in the city's Park of Commerce. A total of \$1.4 million will be spent on Boutwell Road for road widening, sidewalks, and installing utilities. The Park of Commerce is a 375-acre site and connector along Interstate 95 north of Lake Worth Road that has been the subject of upgrades for nearly 20 years. The city received the money from the U.S. Economic Development Administration. The road project should be done by June 2019 and will create 320 jobs, and is expected to lure close to \$20 million in private investment.

At the southwest quadrant of 10<sup>th</sup> Avenue North and Boutwell Road, an 18.6-acre site was improved with a 252,000-square-foot warehouse/distribution project called Interstate Business Center. The warehouses were completed and delivered in December 2016. The two buildings each have 126,000 sq. ft. and are reportedly 75% leased with rents in the \$7.95 per sq. ft. NNN range. Wurth Action Bolt and Tool is occupying one of the buildings at 701 Boutwell Road. In September 2017, Silverman Group paid \$30.7 million (or \$122 per sq. ft.) for these two industrial buildings. The land, which totals 18.6-acres had sold in 2015 for \$4.9 million, or \$6.04 per sq. ft. The Silverman Group is a family-owned private equity and development firm focused on commercial and industrial real estate, and has an office in Palm Beach. Plans are anticipated to be submitted for a Wyndham Hotel at the southwest corner of 10th Avenue North and Boutwell Road. The area is expected to be a future hub of



commercial activity and improving Boutwell Road and the area's infrastructure makes the entire area more attractive to businesses.

The neighborhood is approximately 90% developed. Over the past 5-10 years or so, there have been apartment complexes and multi-dwelling townhouse complexes built on the few remaining vacant parcels. A recent project completed in the neighborhood is The Village at Lake Worth, a 216-unit luxury development located on the northwest corner of Lake Worth Road and Boutwell Road, across from John Prince Park with views of Lake Osborne. The apartment rents range between \$990 and \$1,465 per month and demand has reportedly been strong.

A planned residential development called Village of Valor is expected to open in 2018. Although the complex will be focused on veterans and their families, housing will be open to any low-income family. Located at 2431 2<sup>nd</sup> Avenue N., the project is being built on a 13-acre site and will have 140 apartments and townhomes, as well as a coffee shop, dining room, library, playground, pool and park. A support center on site will help homeless vets get counseling and find work. The complex is set to have a small-town feel and will be designed to cultivate a new family for veterans. This apartment/townhouse project is being constructed in conjunction with private funding and tax credits and grants from the Veterans Association. Rent will cost about \$1,000 a month for a two-bedroom unit, but most residents likely will receive housing assistance from federal programs.

Public and private schools adequately serve the neighborhood. Several elementary, middle, and high schools are located within, or near the neighborhood. Palm Beach State College, located at Lake Worth Road and Congress Avenue, is a two-year college offering a variety of courses ranging from business to the social sciences, with three other branches in other sections of Palm Beach County.

Medical facilities are conveniently located within the neighborhood. JFK Medical Center, founded as a 150 bed hospital in 1966, is located on Congress Avenue, just south of 6<sup>th</sup> Avenue South. The facility recently completed its \$76 million expansion project that increased the number of beds to 424. The expansion included a new emergency room, 37 additional hospital beds, 57 additional private rooms (making 70% of the rooms private) and a new 36-bed Intensive Care Unit. Other private medical facilities are located throughout the neighborhood, such as nursing homes and medical and dental offices.

### Conclusion

The Subject neighborhood is an established residential and commercial area of Central Palm Beach County. The neighborhood's convenient access to other areas of Palm Beach County makes it a desirable area.



## **APARTMENT MARKET OVERVIEW**

In this Market Overview section, we will present market information on apartment supply and rental demand, as well as rental housing market trends. The information presented was gathered from various apartment market surveys coupled with our own research.

### **Palm Beach County Apartment Market**

We analyzed data reported in the *Palm Beach County Quarterly Housing Report – 2nd Quarter 2018*, prepared by Reinhold P. Wolff Economic Research, Inc., for insight into the multi-family rental market.

During the 1st quarter of 2018, a total of 326 new rental apartments were absorbed in Palm Beach County, 716 new units were completed, and 752 units were started. The 2,561 new units absorbed in the county during all of 2017 was 68.5% greater than 1,520 absorbed during 2016. In the last 6 months (from October 2017 to March 2018), 355 new rental units were completed per month.

New rental apartment building activity is modest compared to the estimated demand level of about 5,335 units per year during 2018-2021. Up to six months of supply is considered as acceptable to have available without having an excessive supply. This means that the market could therefore support up to 2,668 new units in inventory at the present time. This also suggests that the apartment vacancy rates should remain low in the foreseeable future.

The most recent reported vacancy rate within Palm Beach County in mature apartment developments (18+ months) was 5.3% as of May 2018, being slightly lower than the 5.6% rate reported in May 2017. The vacancy rate was found to be the highest in the Central West Palm Beach area (Areas 4 & 4A) at 6.6%, followed by the Jupiter/Palm Beach Gardens area (Areas 1 & 2) with 6.1%. The Subject Property falls within the Lake Worth/Lantana sub-market (Area 8), which reflected a vacancy rate of 3.6%, well below the Palm Beach County average at 5.6%.

The overall average monthly rent for apartments in mature rental developments within Palm Beach County increased by \$33.00 to a total of \$1,726 per month from one year ago. Over the past year the average rent increased 3.0% from the \$1,676 average found a year ago. During the most recent 3 month period, one bedroom rents increased by \$29.00 to \$1,470; two bedroom rents increased by \$25.00 to \$1,755; and three bedroom rents increased by \$65 to \$2,121 on a monthly basis.

As of 2<sup>nd</sup> quarter 2018, the Subject's Area 8, Lake Worth/Lantana, had average monthly rates of \$1,256 for a one-bedroom, \$1,508 for a two-bedroom apartment, and \$1,849 for a three-bedroom unit. Rents have increased substantially over the past year in this area. In 3<sup>rd</sup> quarter 2017, the Subject's Area 8, Lake Worth/Lantana, had average monthly rates of \$1,088 for a one-bedroom, \$1,343 for a two-bedroom apartment, and \$1,577 for a three-bedroom unit.



Lower-income affordable tax credit developments are surveyed separately from market rate developments. Based on the survey of 33 fully completed and absorbed tax credit developments in Palm Beach County as of May 2018, these developments contain a total of 6,836 units of which 0.8% are vacant.

The overall average monthly rent of apartments in the tax credit developments is \$977 or approximately 43.4% lower than the average of \$1,726 found in the market rate developments.

### Conclusion

In the local market, data shows that rental rates appear to be increasing, especially within projects with renovated units in good location. The most recent Reinhold Wolf study shows rents have been increasing for several years and seem to be continuing along this trend. The creation of new apartment product seems to be at a steady pace, but below the current demand, thus occupancies are trending upward.

Sales of multifamily apartment projects within Palm Beach County are showing shorter marketing times, with an increase in activity as of late, and a trend of prices shifting from stabilized to increasing due to improvements in the economy overall.

Overall, the general consensus of our conversations with active market participants was that market activity has momentum for this property type, demand is expected to continue, and the long term outlook is very positive for the Subject's market area.

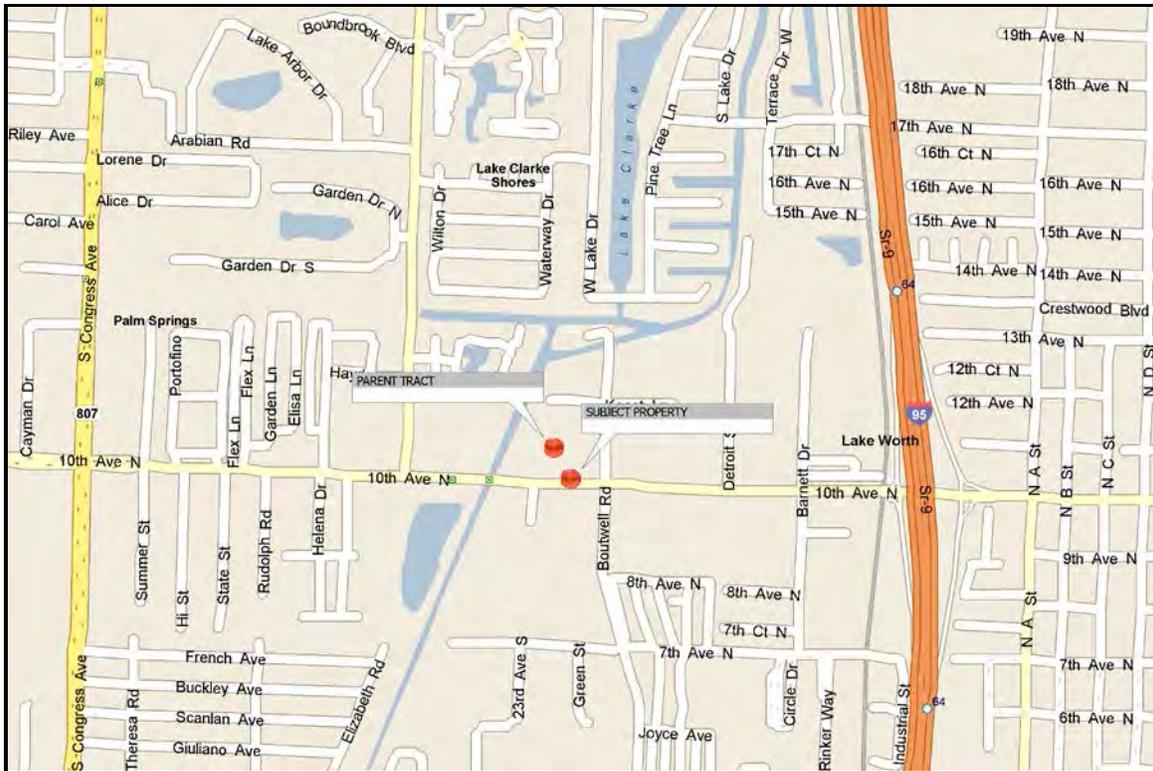


## **PROPERTY DATA**

### Location

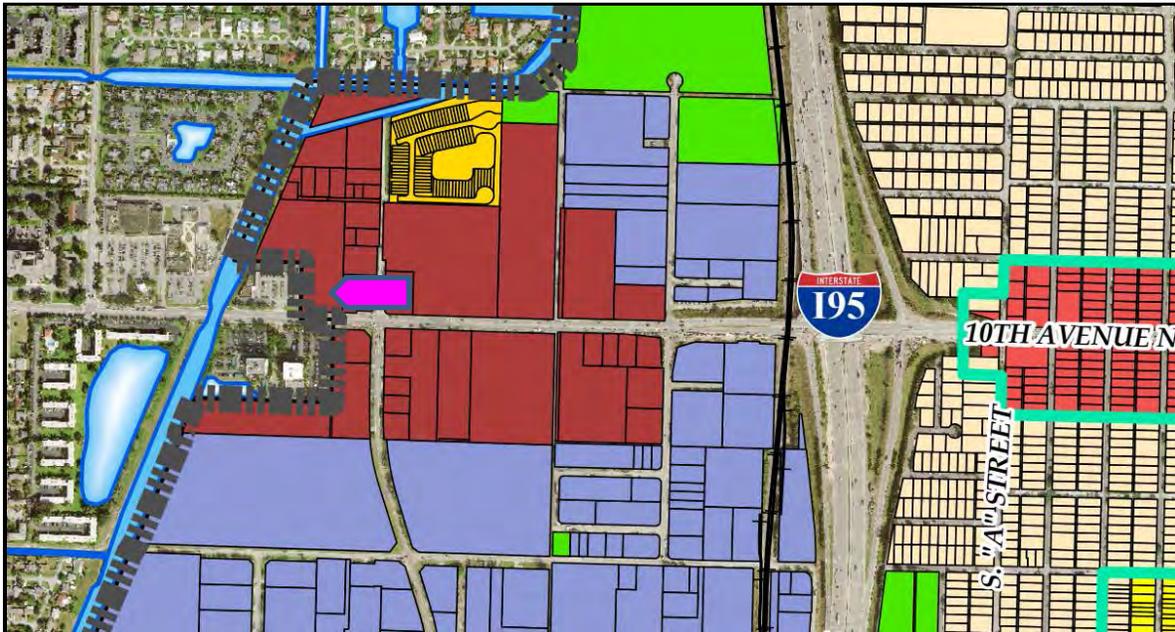
The Subject Property is located along the north side of 10th Avenue North, south of Keast Lane, and 225' west of Boutwell Road, in the City of Lake Worth, Florida.

### **Location Map**



### Zoning

The Subject Property is currently zoned Mixed Use - West (MU-W) with a maximum density of 30 units per acre by the City of Lake Worth. The normal FAR limitation under this zoning for lots of at least 7,500 sq. ft. is increased an additional 0.50 under the sustainable bonus incentive program. Basically, bonus density is given for providing affordable housing. A zoning map can be found on the following page.



Zoning Map

Land-Use Plan

The Land Use Plan designation for the Subject Property is Mixed Use - West (MU-W) by the City of Lake Worth.

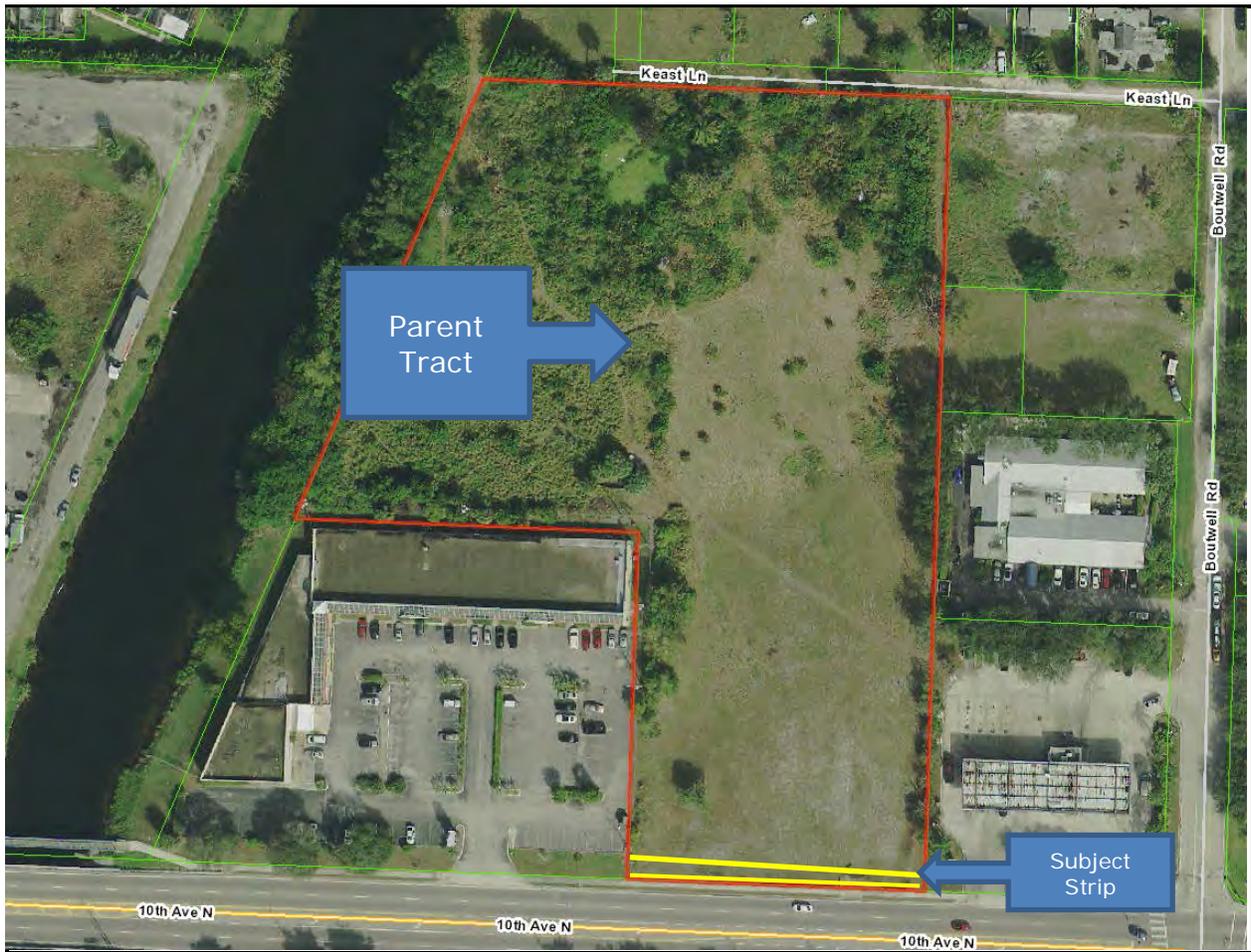
Easements and Deed Restrictions

We have not been provided a title search for the Subject Property. Based upon our inspection of the property records, no adverse easements or deed restrictions were noted.

Site Size, Shape and Access

A site plan of the Subject site was available for our review, which also included the adjacent larger tract, referred to as the Parent Tract. The **Subject Property** consists of a long and narrow 14' x 229.75' parcel of land along 10th Avenue North. The site contains approximately 3,216 square feet, or 0.074 acres of land. The site plan of the Subject was provided by our client and is shown on the following page.





Utilities

All public utilities are available for the Subject Property and the Parent Tract. Water and sewer service is provided by the City of Lake Worth, electricity by FPL, and telephone service by AT&T and other private carriers.

Topography

The Subject site and the Parent Tract are generally level and slightly above the grade of the surrounding roads. While a soil survey was not provided, no drainage problems were noted at the time of inspection.



Census Tract

2017 FFIEC Geocode Census Report

Address: 2310 KEAST LN, LAKE WORTH, FL, 33461  
MSA: 48424 - WEST PALM BEACH-BOCA RATON-DELRAY BEACH, FL  
State: 12 - FLORIDA  
County: 099 - PALM BEACH COUNTY  
Tract Code: 0043.00

Summary Census Demographic Information

Tract Income Level	Upper
Underserved or Distressed Tract	No
2017 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	\$67,900
2017 Estimated Tract Median Family Income	\$90,388
2010 Tract Median Family Income	\$87,750
Tract Median Family Income %	133.12
Tract Population	5973
Tract Minority %	32.43
Tract Minority Population	1937
Owner-Occupied Units	2095
1- to 4- Family Units	2524

Census Income Information

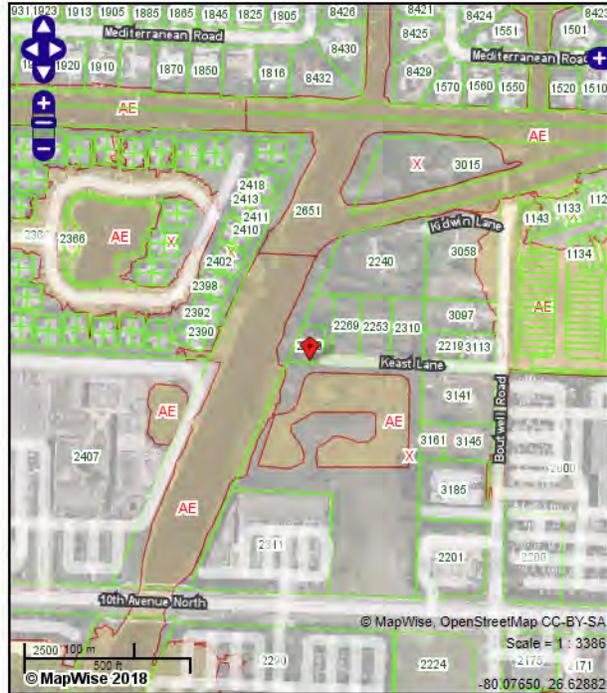
Tract Income Level	Upper
2010 MSA/MD/statewide non-MSA/MD Median Family Income	\$65,914
2017 FFIEC Estimated MSA/MD/non-MSA/MD Median Family Income	\$67,900
% below Poverty Line	7.52
Tract Median Family Income %	133.12
2010 Tract Median Family Income	\$87,750
2017 Estimated Tract Median Family Income	\$90,388
2010 Tract Median Household Income	\$69,636



Flood Hazard Zone

Flood Report

Address (from parcels)	2289 KEAST LN LAKE WORTH 33461
FEMA Data Source	DFIRM - Digital Flood Information Rate Map
Inside Special Flood Hazard Area?	OUTSIDE SPECIAL FLOOD HAZARD AREA
Risk Level	MODERATE TO LOW RISK AREAS
Flood Zone(s)	X
Description(s)	X = OUTSIDE FLOODPLAIN
Base Flood Elevation	-9999.000000000
NFIP Community Name	Palm Beach County
County	PALM_BEACH
State	Florida
NFIP Community Number	120192
NFIP Map Number or Community Panel Number	12099C0589F
Inside CBRA?	FALSE
CBRA Type	N/A
Map Panel Effective Date	10/5/2017
LOMA/LOMR (yes/no)	UNKNOWN - check map
LOMA/LOMR Date	UNKNOWN - check map



Assessed Value and Taxes

The assessed values and taxes for both the Subject Property and adjacent Parent Tract are shown in the following chart.

Subject Assessment and Taxes - 2017				
Folio Number	Land Assessment	Improvement Assessment	Total Assessment	Taxes
Subject site is part of Parent tract:				
383-44-20-01-026-0010	\$771,000	N/A	\$771,000	\$18,093

It is noted that the Subject Property is part of the larger parent tract and is not separately assessed.



Property History

A title search was not provided by the client, nor did our office perform one. We make no warrant as to the legal title of the Subject Property. According to the Palm Beach County Property Official Records, the Subject is currently under the ownership of Lake Worth Investment Group, LLC. The Parent Tract was purchased in September 2013 for a total consideration of \$925,000 or \$4.13 per square foot. The current owner/developer has hired WGI to draft a preliminary site plan to develop the site with a residential apartment community. To the best of our knowledge, no approvals are in place yet. The sale in 2013 appears to have been market oriented at that time, however based on the age of this sale and changes in market conditions it will not be considered in our analysis. There have not been any other recorded sales on the Subject Property within the past five years that we were made aware of. As far as we could determine, the Subject Property is not listed for sale or under contract at this time.



## **HIGHEST AND BEST USE**

The Dictionary of Real Estate Appraisal, Sixth Edition 2015, by the Appraisal Institute defines Highest and Best Use on page 93 as follows:

"The reasonably probable and legal use of vacant land or an improved property, that is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

To estimate the Highest and Best Use of the Subject, we have considered those uses which are legally permissible, physically possible, financially feasible, and maximally productive. Consideration was given to individual features of the land such as size, shape, location, access to roadways, and the availability of utilities. Consideration was also given to the surrounding land uses and the demand for property in the current real estate market.

As stated in the Scope of Work section of the report, the Subject, which is located along the north side of 10th Avenue North, south of Keast Lane, and 225' west of Boutwell Road is a strip of land that the owners may dedicate to the City of Lake Worth. The site is a 14' wide x 229.75' long strip of vacant land not used for any particular purpose. In the Subject valuation, we have used the Across the Fence (ATF) method where we utilize the market data of adjacent or near-by properties, which assumes that the value of the land is similar to the value of adjacent properties. This theory is consistent with the Highest and Best Use of assumed assemblage with ATF land and sale to abutting owners.

In the case of the Subject Property, we have analyzed the adjacent site to the north, referred to as the "parent tract" to derive a value estimate on a per square foot basis. This unit value will be applied to the Subject's land area in order to determine an overall value opinion for the Subject Property. As we are estimating the land value of the adjacent parcel, it is appropriate to consider the Highest and Best Use of this parcel, as well, prior to analyzing comparable market data.

### **Conclusion – Parent Tract**

The Parent Tract is a 5.14-acre vacant site. The current Highest and Best Use of the site is for residential multifamily development, based on the following criteria:

#### **Legally Permissible**

The current MU-W, Mixed Use–West zoning would allow future development of the site to a maximum residential density of 30 units per acre.

#### **Physically Possible**



The vacant site is irregular in shape and contains 5.14 acres. The site's size and shape allow for multiple development options. The site has average roadway exposure and access and is physically well suited for multifamily type of use due to the topography, size and location.

Financially Feasible

The surrounding land uses are an important consideration, especially in regard to the principle of conformity. The site's immediate land uses consist of single family homes, PUD's (Planned Unit Developments), multifamily projects including villas and townhomes, trailer parks, along with commercial uses along surrounding arterial roadways. The residential market in Palm Beach County has been experiencing strong demand especially in the multifamily segment. Based on the aforementioned market conditions, it is our opinion that the financially feasible use for the site would be as proposed for a multifamily residential project as allowed by the zoning.

Conclusion – As Vacant

Therefore, based on an analysis of the neighborhood, prevailing land values, active market participants, as well as current economic conditions, it is our opinion that the Highest and Best Use of the site is for future multifamily residential development. The most probable buyer of the Parent Tract would be an investor/speculator looking to develop the site with a high density residential project of some sort, as previously discussed.



## **LAND VALUE ANALYSIS**

According to the 14<sup>th</sup> Edition of The Appraisal of Real Estate on page 44, the valuation of land begins by identifying the real estate and property rights valued, any encumbrances, use restrictions, and the land's physical characteristics. An appraiser can use several techniques to obtain an indication of land value:

- Sales Comparison
- Extraction
- Allocation
- Subdivision Development
- Land Residual
- Ground Rent Capitalization

Usually the most reliable way to estimate land value is by sales comparison. When few sales are available, however, or when the value indications produced through sales comparison need additional support, procedures like extraction or allocation may be applied. In the case of the Subject Property the only approach used was the sales comparison approach.

### **Sales Comparison Approach**

In order to estimate the Market Value of the Subject Property by the Sales Comparison Approach, a search was made for recent sales of vacant land with characteristics similar to the Subject. Since the Highest and Best Use of the Subject Property is for multifamily residential development, we have used recent sales of properties that were purchased for multiple-family residential development. Our search was concentrated on properties located within close proximity to the Subject Property. We searched for the last 12 months but found no 2018 sales due to the lack of available land. Therefore, we went back to 2017 and found five good comparable multifamily land sales. The comps were analyzed and compared to the Subject Property on a price per square foot of land area basis and a price per potential residential dwelling unit basis. These are the units of comparison most widely recognized by participants in this market sector. All of the comps were considered with regard to property rights transferred, financing, conditions of sale, time or market conditions, location, size, site quality and access.

As mentioned in the Scope and Highest and Best Use sections of the report, we have based on our analysis on the Across the Fence (ATF) method. In order to apply this methodology, we have estimated the Subject's value per square foot based on the adjacent Parent Tract and then applied the unit value to the Subject Property's square footage. The comps and Parent Tract are summarized on the chart on the following page, with a location map and detailed sales write-ups to follow.



Discussion of Vacant Land Sales

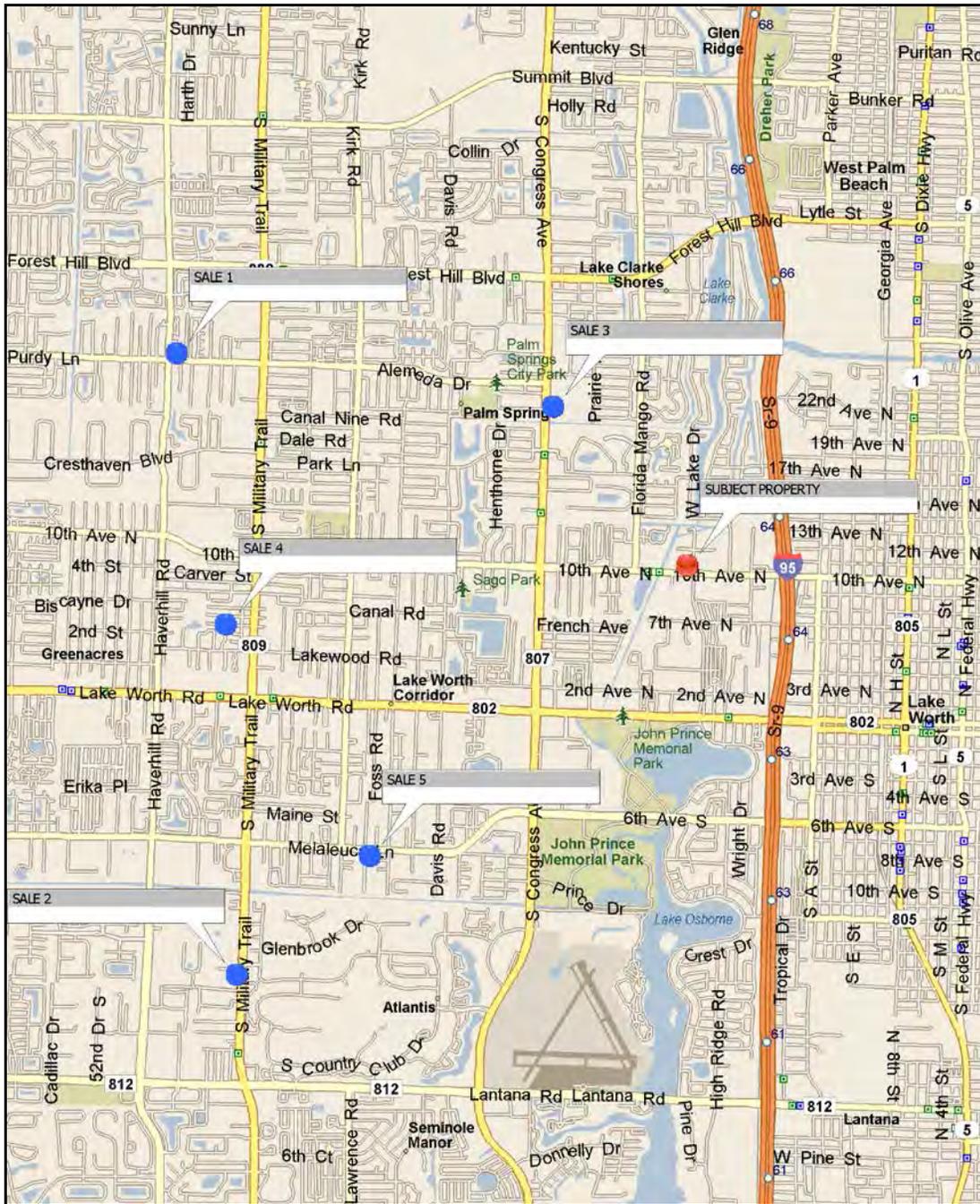
**Vacant Land Sales  
Callaway & Price, Inc. #18-77924**

Sale Number	Subject Parent Tract	1	2	3	4	5
Record ID Number		9690	9632	9482	9483	9484
ORBK/PG		29439/1090	29263/01262	29108/0599	28972/1133	28877/1084
Effective Sale Price		\$6,500,000	\$582,000	\$1,015,000	\$3,500,000	\$5,100,000
Size - Acres	5.14	8.96	1.51	3.28	16.46	18.92
Size - Square Feet	223,898	390,342	65,776	143,060	716,884	824,155
Price Per Square Foot		<b>\$16.65</b>	<b>\$8.85</b>	<b>\$7.09</b>	<b>\$4.88</b>	<b>\$6.19</b>
Residential Units	150	179	N/A	38	132	164
Density	29.18	19.98	N/A	11.57	8.02	8.67
Price Per Unit		<b>\$36,313</b>	<b>N/A</b>	<b>\$26,711</b>	<b>\$26,515</b>	<b>\$31,098</b>
Location	North side of 10th Ave N, 225' W of Boutwell Road	S Side Okeechobee Blvd, 700' W of N Benoist Farms Rd	E side of Hagen Ranch Rd, 1/4 mi S of Boynton Bch Blvd	Southeast corner of South Haverhill Road and 20th Road South	West side of South Military Trail, ½ mile north of Lantana Road	Northeast corner of South Congress Avenue and Lark Road
City	Lake Worth	West Palm Beach	Boynton Beach	West Palm Beach	Lake Worth	Palm Springs
Zoning	MU-W	MF20/RPD	MUPD	RM	RM	RM
Proposed Use	Apartments	Apartments	Mixed Use	Multifamily	Multifamily	Multifamily
Date of Sale (or Value)	Jun-18	Oct-17	Jul-17	May-17	Mar-17	Jan-17
Conditions of Sale Adj.		0%	0%	0%	0%	0%
Market Condition Adj.		0%	0%	0%	0%	0%
Adjusted Price Per Sq.Ft.		<b>\$16.65</b>	<b>\$8.85</b>	<b>\$7.09</b>	<b>\$4.88</b>	<b>\$6.19</b>
Adjusted Price Per Unit		<b>\$36,313</b>	<b>NA</b>	<b>\$26,711</b>	<b>\$26,515</b>	<b>\$31,098</b>
<b>Physical Adjustments</b>						
Location		-10%	10%	30%	20%	25%
Size		0%	0%	0%	0%	0%
Site Quality		-15%	0%	0%	10%	10%
Density (Price Per Sq.Ft.)		0%	0%	25%	30%	30%
Density (Price Per Unit)		0%	0%	-25%	-30%	-30%
Total Adjustment Per Sq.Ft.		-25%	10%	55%	60%	65%
Total Adjustment Per Unit		-25%	10%	5%	0%	5%
Adjusted Price Per Sq.Ft.		<b>\$12.49</b>	<b>\$9.73</b>	<b>\$11.00</b>	<b>\$7.81</b>	<b>\$10.21</b>
Adjusted Price Per Unit		<b>\$27,235</b>	<b>NA</b>	<b>\$28,046</b>	<b>\$26,515</b>	<b>\$32,652</b>

	Per Sq.Ft.	Per Unit
Low	\$7.81	\$26,515
High	\$12.49	\$32,652
Average	\$10.25	\$28,612

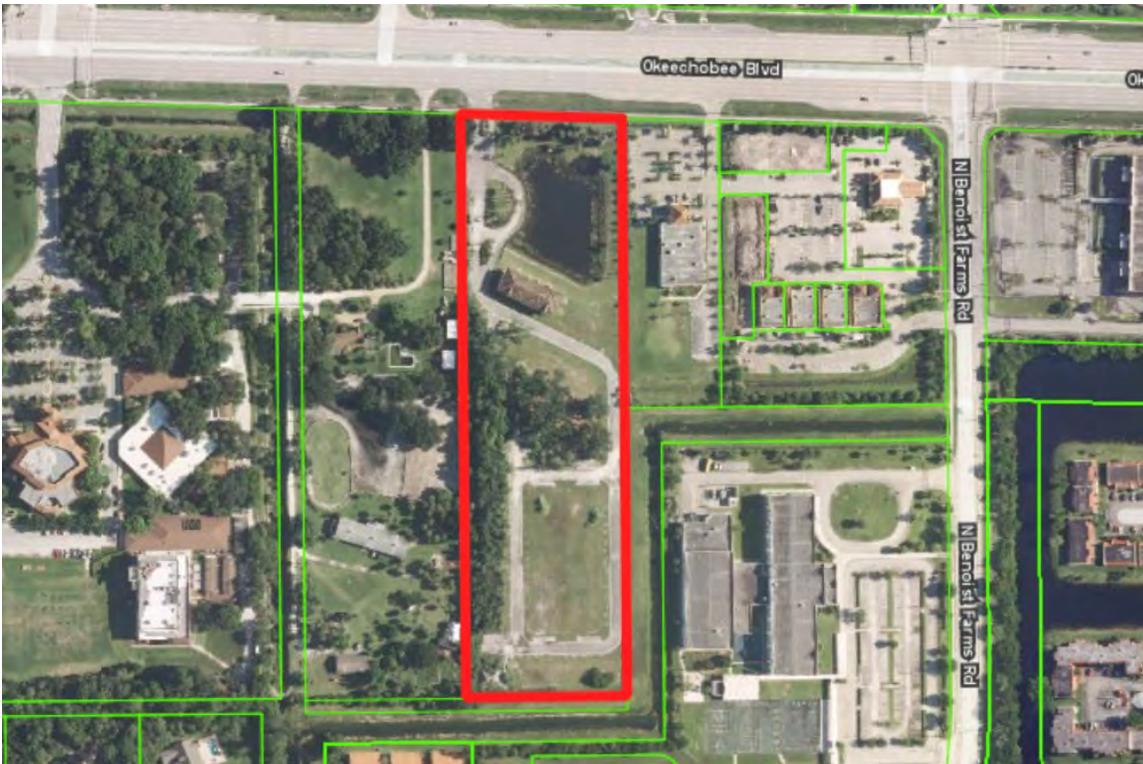


COMPARABLE LAND SALES MAP





**Land Sale No. 1**



**Property Identification**

<b>Record ID</b>	9690
<b>Property Type</b>	Residential, Vacant Land
<b>Address</b>	8230 Okeechobee Boulevard, West Palm Beach, Palm Beach County, Florida 33411
<b>Location</b>	South side of Okeechobee Boulevard, 700 feet west of North Benoist Farms Road
<b>Tax ID</b>	74-42-43-29-29-001-0000
<b>Legal</b>	Tract "A-1", Bella Vita Estates Replat

**Sale Data**

<b>Grantor</b>	Pina Residential, LLC
<b>Grantee</b>	Azola West Palm Beach Owner, LP
<b>Sale Date</b>	October 26, 2017
<b>Deed Book/Page</b>	29439/1090
<b>Recorded Plat</b>	PB 122, PG 1
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	Cash to seller
<b>Verification</b>	Confirmed by Joe Merritt

<b>Sale Price</b>	\$6,500,000
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**Land Data**

<b>Zoning</b>	MF20/RPD, Multifamily Residential
<b>Topography</b>	Level, mostly upland and useable
<b>Utilities</b>	All available
<b>Shape</b>	Rectangle
<b>Land Use</b>	MFMD, Multifamily Medium Density

**Land Size Information**

<b>Gross Land Size</b>	8.961 Acres or 390,342 SF
<b>Front Footage</b>	Okeechobee Boulevard;

**Indicators**

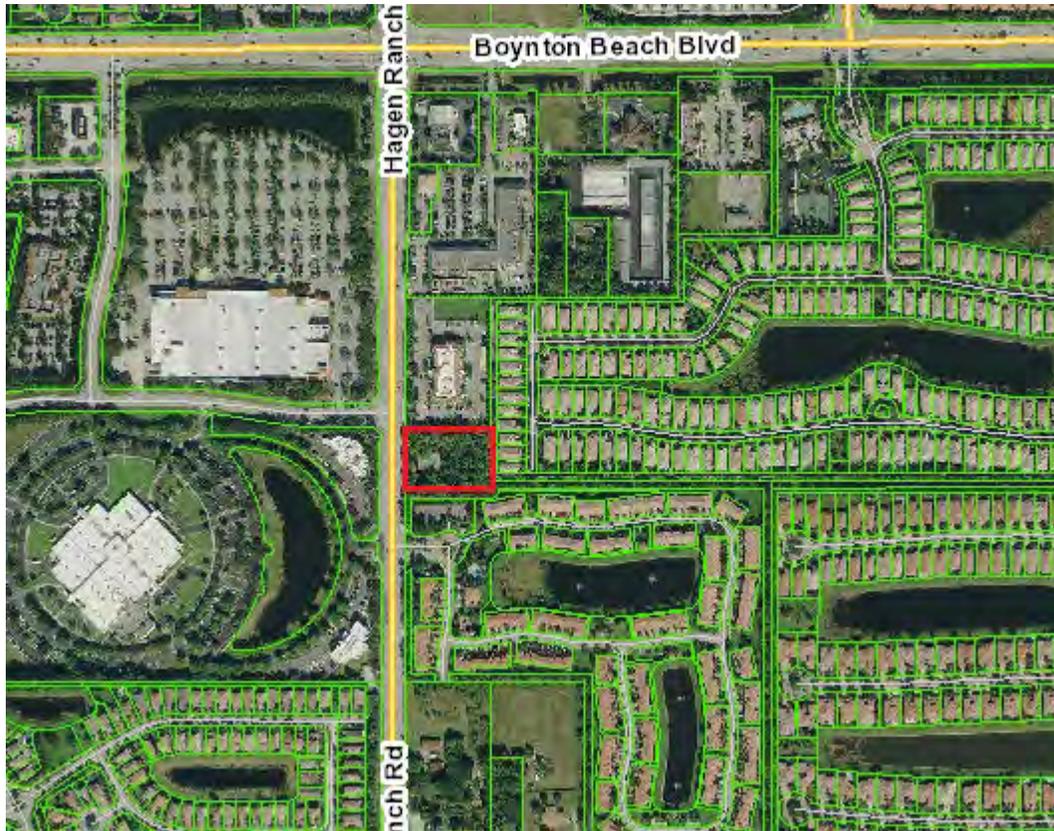
<b>Sale Price/Gross Acre</b>	\$725,364
<b>Sale Price/Gross SF</b>	\$16.65
<b>Sale Price/Planned Unit</b>	\$36,313

**Remarks**

This property was purchased for the development of a 179-unit apartment project called Azola West Palm. The site is all upland and useable except for a 1-acre retention lake. It included roads, infrastructure and a partially completed building from a previously started project called Bella Vita Estates that stalled in 2008. Due to the age and condition of these improvements, they contributed nominal value to the new project. It was on the market for 22 months at a listing price of \$6,990,000 prior to sale.



**Land Sale No. 2**



**Property Identification**

<b>Record ID</b>	9632
<b>Property Type</b>	Vacant, Commercial Land
<b>Property Name</b>	PALM BEACH FARMS
<b>Address</b>	10234 Hagen Ranch Road, Palm Beach County, Florida 33437
<b>Location</b>	E side of Hagen Ranch Road, one-quarter mile S of Boynton Beach Boulevard
<b>Tax ID</b>	00-42-43-27-05-055-0252
<b>Market Type</b>	Commercial

**Sale Data**

<b>Grantor</b>	Jasmin Lndscp, Inc
<b>Grantee</b>	Amicus Realty Holdings LLC
<b>Sale Date</b>	July 31, 2017
<b>Deed Book/Page</b>	29263 / 01262
<b>Property Rights</b>	Fee simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	Cash to seller
<b>Sale History</b>	Previous sale MAR-1999 for \$105,000



**Verification** Confirmed by Judith Cornillie

**Sale Price** \$582,000

**Land Data**

**Zoning** AR, A/R (FLU MR-5)  
**Topography** Flat  
**Utilities** All available  
**Dimensions** Approximately 217 X 304  
**Shape** Rectangular  
**Depth** 304

**Land Size Information**

**Gross Land Size** 1.510 Acres or 65,776 SF  
**Front Footage** 217 ft Total Frontage: 217 ft Hagen Ranch Road;

**Indicators**

**Sale Price/Gross Acre** \$385,428  
**Sale Price/Gross SF** \$8.85

**Remarks**

This parcel was formerly a plant nursery and was purchased for development as medical office space. Zoning designation at the time of sale was AR with a FLU of MR-5. The zoning is currently in the process of being changed to a FLU of CL-O with a proposed zoning of MUPD with a proposed commercial potential of up to 30,492 sf (.50 FAR). This property has direct frontage on Hagen Ranch Road approximately one-quarter mile south of the intersection of Hagen Ranch and Boynton Beach Boulevard. The listing agent indicated that the seller had higher offers but accepted a lower priced offer that excluded a waiting period for due diligence/zoning change approval.



**Land Sale No. 3**



**Property Identification**

<b>Record ID</b>	9482
<b>Property Type</b>	Residential, Vacant Land
<b>Address</b>	2081 South Haverhill Road, West Palm Beach, Palm Beach County, Florida 33415
<b>Location</b>	Southeast corner of S Haverhill Road & 20th Rd South, 1.4 mile south of Forest Hill Blvd
<b>Tax ID</b>	00-42-44-14-05-001-0040
<b>Legal</b>	Lengthy, Model Land Company

**Sale Data**

<b>Grantor</b>	Darebecafe Investment Corp.
<b>Grantee</b>	Sunco TH, LLC
<b>Sale Date</b>	May 23, 2017
<b>Deed Book/Page</b>	29108/0599
<b>Recorded Plat</b>	PB 5, Pg 78
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	Cash to seller
<b>Verification</b>	Confirmed by Joe Merritt

<b>Sale Price</b>	\$1,015,000
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**Land Data**

<b>Zoning</b>	RM, Residential Multifamily
<b>Topography</b>	All upland and useable
<b>Utilities</b>	All available
<b>Shape</b>	Rectangle
<b>Land Use</b>	HR-8, High Residential 8 units per acre

**Land Size Information**

<b>Gross Land Size</b>	3.284 Acres or 143,060 SF
<b>Planned Units</b>	38
<b>Front Footage</b>	South Haverhill Road; 20th Road South;

**Indicators**

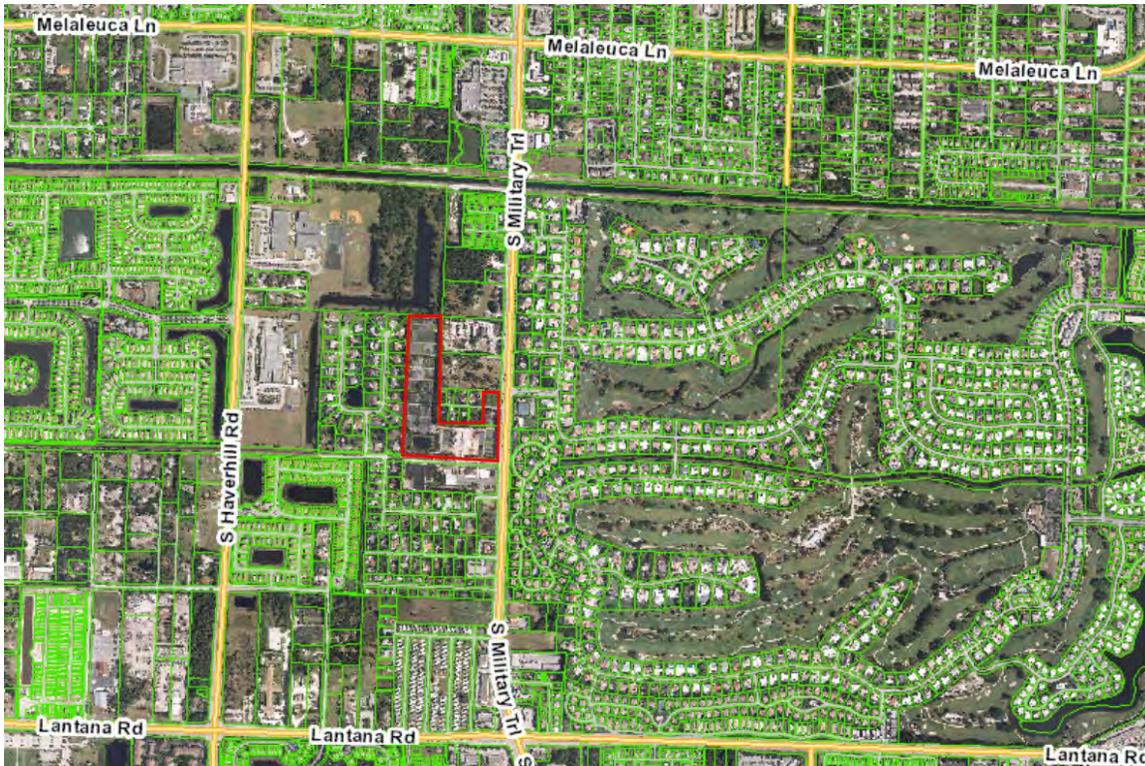
<b>Sale Price/Gross Acre</b>	\$309,055
<b>Sale Price/Gross SF</b>	\$7.09
<b>Sale Price/Planned Unit</b>	\$26,711

**Remarks**

This property was purchased for development of a 38-unit multifamily residential building. It was on the market for 2 months at a listing price of \$1,500,000 prior to sale.



**Land Sale No. 4**



**Property Identification**

<b>Record ID</b>	9483
<b>Property Type</b>	Residential, Vacant Land
<b>Address</b>	5495 South Military Trail, Lake Worth, Palm Beach County, Florida 33463
<b>Location</b>	West side of South Military Trail, 1/2 mile north of Lantana Road
<b>Tax ID</b>	00-42-44-36-08-016-0060 & 00-42-44-36-08-010-0000
<b>Legal</b>	Lengthy

**Sale Data**

<b>Grantor</b>	Rorabeck's Plants & Produce, Inc.
<b>Grantee</b>	AMKBJ Partners, Ltd.
<b>Sale Date</b>	March 22, 2017
<b>Deed Book/Page</b>	28972/1133
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	Cash to seller
<b>Verification</b>	Confirmed by Joe Merritt

<b>Sale Price</b>	\$3,500,000
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**Land Data**

<b>Zoning</b>	RM, Residential Multifamily
<b>Topography</b>	All upland and useable
<b>Utilities</b>	All available
<b>Shape</b>	L-shaped, Irregular
<b>Land Use</b>	HR-8, High Residential 8 units per acre

**Land Size Information**

<b>Gross Land Size</b>	16.457 Acres or 716,884 SF
<b>Planned Units</b>	132
<b>Front Footage</b>	359 ft South Military Trail;

**Indicators**

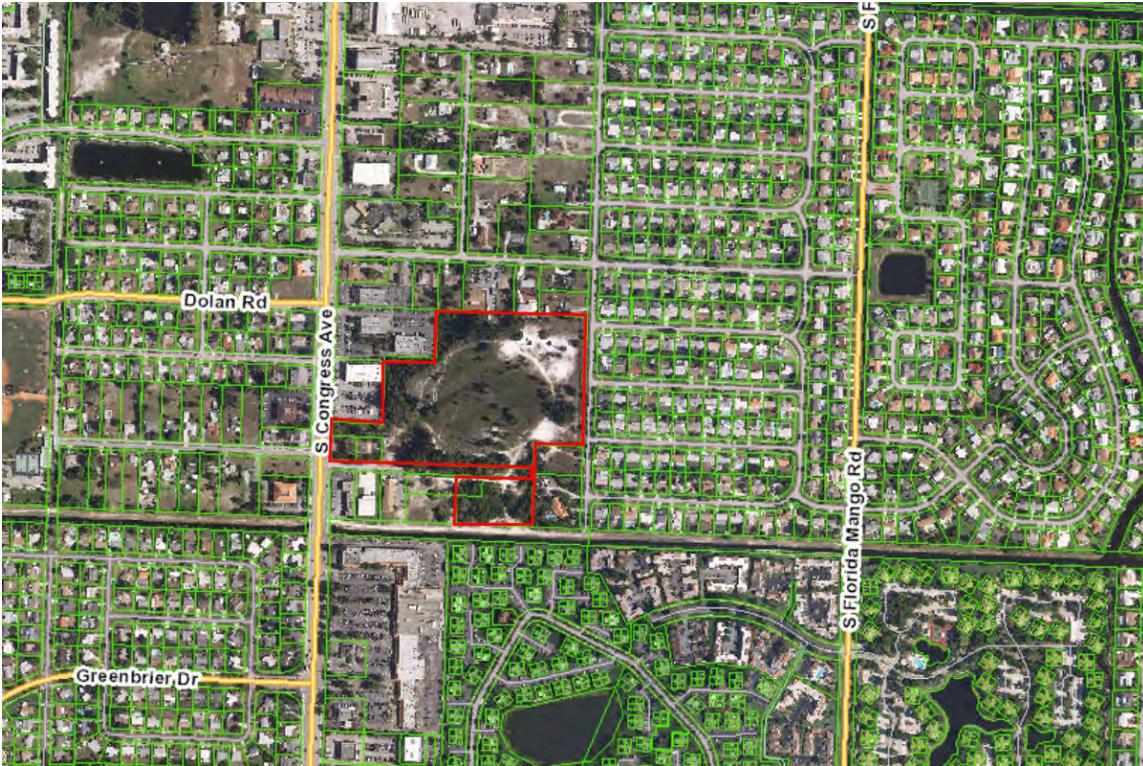
<b>Sale Price/Gross Acre</b>	\$212,670
<b>Sale Price/Gross SF</b>	\$4.88
<b>Sale Price/Planned Unit</b>	\$26,515

**Remarks**

This property was purchased for development of a multifamily residential project. It is the second purchase of an assemblage totaling 22.59 acres. At time of sale, the property was zoned AR designated LR-3 by the FULP and had the potential for 108 dwelling units. The owner has applied to have the zoning changed to PUD and the FLUP to HR-8 which will raise the potential units to 181 or 8 units per acre . This portion of the site has the potential for 132 units at 8 units per acre.



**Land Sale No. 5**



**Property Identification**

<b>Record ID</b>	9484
<b>Property Type</b>	Residential, Vacant Land
<b>Address</b>	2406 South Congress Avenue, Palm Springs, Palm Beach County, Florida 33406
<b>Location</b>	Northeast corner of South Congress Avenue and Lark Road
<b>Tax ID</b>	70-43-44-17-05-003-0130, 004-0041, 004-0042 & 005-0051
<b>Legal</b>	Lengthy

**Sale Data**

<b>Grantor</b>	Tonset Company, Inc.
<b>Grantee</b>	Pulte Home Company, LLC
<b>Sale Date</b>	January 26, 2017
<b>Deed Book/Page</b>	28877/1084
<b>Property Rights</b>	Fee Simple
<b>Conditions of Sale</b>	Arm's length
<b>Financing</b>	Cash to seller
<b>Verification</b>	Confirmed by Joe Merritt

<b>Sale Price</b>	\$5,100,000
-------------------	-------------



**Land Data**

<b>Zoning</b>	RM, Residential Multifamily
<b>Topography</b>	All upland and useable
<b>Utilities</b>	All available
<b>Shape</b>	Irregular
<b>Land Use</b>	High Residential

**Land Size Information**

<b>Gross Land Size</b>	18.920 Acres or 824,155 SF
<b>Planned Units</b>	164
<b>Front Footage</b>	South Congress Avenue;

**Indicators**

<b>Sale Price/Gross Acre</b>	\$269,556
<b>Sale Price/Gross SF</b>	\$6.19
<b>Sale Price/Planned Unit</b>	\$31,098

**Remarks**

This property was purchased for development of a multifamily residential project called Preston Square that will include 164 townhomes in 34 2-story buildings.



### Property Rights Transferred

All of the comparable sales in this analysis involved ownership transfer on a Fee Simple Estate basis, with the buyers receiving full property rights including residential development rights. We are also unaware of any adverse deed restrictions or any other property rights limitations which would have affected the sales. Therefore, no adjustments were necessary for property rights transferred.

### Terms of Financing

The transaction price of one property may differ from that of a similar property due to atypical financing arrangements. In a case where favorable financing is established, a cash equivalency adjustment is often necessary. However, all of the comparable sales analyzed herein involved either market financing terms or cash to the Grantor. Therefore, no terms of financing adjustments were made, nor any cash equivalency performed.

### Conditions of Sale

Adjustments for conditions of sale usually reflect the motivations of the buyer and seller at the time of conveyance. Within the confirmation process, detailed attention was made to ensure the conditions of each sale. All of the comparable sales were arm's length transactions and the majority required no conditions of sale adjustments.

### Time or Changes in Market Conditions

Market conditions generally change over time and may be caused by inflation, deflation, fluctuations in supply and demand, or other factors. The comparable sales occurred from January 2017 to October 2017. As discussed at the beginning of this section, our search revealed no 2018 land sales in the relevant market area, due to the lack of available land. All of the comps used in our analysis were considered to be representative of the current market and no adjustments were made for time or changes in market conditions.

### Location

The Subject Property is 0.50 miles west of the I-95 ramp to 10<sup>th</sup> Avenue North, in an area where some new development is occurring. As discussed in the Neighborhood Data, Boutwell Road is currently under construction with a \$1.4 million improvement plan for the area's Park of Commerce. Already, the Silverman Group paid \$30.7 million for two industrial buildings directly across the street of the Subject at the southwest corner of Boutwell Road and 10<sup>th</sup> Avenue North. Plans are anticipated to be submitted for a Wyndham Hotel at the southwest corner of 10<sup>th</sup> Avenue North and Boutwell Road. The area is expected to be a future hub of commercial activity, and the improvements being made to Boutwell Road and the area's infrastructure makes the entire area more attractive to businesses.



Based on our inspections, it is our opinion that Sales 2-5 all have inferior locations as compared with the Subject due to lack of proximity to major highways and being in more remote overall locations. Therefore, Sales 2-5 required upward adjustments in our opinion. Sale 1 is located along one of the most highly traveled roadways in Palm Beach County in an area of strong redevelopment and therefore it required a downward adjustment for having a superior overall location compared to the Subject.

### Size

The Subject Property contains 5.17 acres. The comps range in size from 1.51 acres to 18.92 acres. It is often found that smaller sites will sell for more on a price per square foot basis than similar but larger sites. This is not exactly the case with these parcels. The size adjustment is offset due to the fact that development flexibility increases in direct relationship to size. The available market data indicated no adjustment for this amount of variance in site size among the sales analyzed herein and therefore, none were made.

### Site Quality

The Subject Property is considered to have good overall site quality for development being all upland and useable, and having a slightly irregular but developable shape. Sale 1 was superior to the Subject for already having roads and infrastructure in place at the time of sale, and therefore required a downward adjustment for this feature. Sales 2 and 3 were considered to be generally similar to the Subject as to overall site quality and no adjustments were necessary for this factor. Sales 4 and 5 had highly irregular shapes making development more difficult overall, and required upward adjustments for being inferior to the Subject for this factor.

### Density

The Subject Property is proposed to have a density of 29.18 units per gross acre, but no site plan approvals are in place. Sale 1 was developed to a high density of nearly 20 units per acre and was considered similar overall in our opinion. Sale 2 was not assigned a density at the time of sale and therefore no adjustment was applied to that comp for this factor. Sales 3, 4, and 5 have much lower densities than the Subject of 11.57, 8.02, and 8.67 units per acre. It is typical for residential properties with a high density to sell at a higher price per square foot than an otherwise similar property with a low density. The effect is opposite on a price per unit basis. Therefore, all of the sales received upward density adjustments in varying degrees on the price per square foot basis and downward density adjustments on a price per unit basis.

### Conclusion – Land Value Analysis – Parent Tract

As can be seen on the chart displayed earlier, after adjustments the comparable sales indicated an adjusted value range from \$7.81 to \$12.49 per square foot, with an



average of \$10.25 per square foot. On a price per unit basis, the sales indicated adjusted values ranging from \$26,515 to \$32,652 per unit with an average of \$28,612 per unit. All of the comparable sales were considered to provide reasonable value indications for the Subject Property.

The results of the price per square foot based analysis showed the best correlation and was given the most weight in reaching our final value conclusion. This is especially true given the uncertainty of what a vacant site will ultimately be developed for and what the density will actually be after going through a site planning process.

Therefore, after considering the indications provided by the available market data, it is our opinion that the Subject Property had a Market Value of approximately \$10.00 to \$10.50 per square foot as of June 26, 2018 or with the value calculated below.

223,898	sq. ft.	X	\$10.00	per sq. ft.	=	\$2,238,984
223,898	sq. ft.	X	\$10.50	per sq. ft.	=	\$2,350,933
				Say,		\$2,300,000

Based on a potential residential density of 29.18 units per acre or 150 units, this value conclusion equates to \$15,333 per unit, which is below the range indicated by the comparable sales for this unit of comparison. This is because all the sales had much lower allowable densities (lower density equals a higher price per unit).

Across the Fence Value – Strip of Land

As it relates to the Across the Fence methodology, we have applied the same value range per square foot to the area of the Subject Property. Therefore, our conclusion of market value for the Subject Property as of June 26, 2018 would also be in the range of \$10.00 to \$10.50 per sq. ft., with the value calculated as follows:

3,216	sq. ft.	X	\$10.00	per sq. ft.	=	\$32,160
3,216	sq. ft.	X	\$10.50	per sq. ft.	=	\$33,768
				Say,		<b>\$33,000</b>

# **ADDENDA**

# **ENGAGEMENT LETTER**

June 6, 2018

**SOUTH FLORIDA**

1410 Park Lane South, Suite 1  
Jupiter, FL 33458  
561.686.0333 | 561.686.3705 Fax

Michael R. Slade, MAI, SRA, CRE  
Cert Gen RZ116  
m.slade@callawayandprice.com

Stephen D. Shaw, MAI, AI-GRS  
Cert Gen RZ1192  
s.shaw@callawayandprice.com

Robert A. Callaway, MRICS  
Cert Gen RZ2461  
r.callaway@callawayandprice.com

**TREASURE COAST**

1803 South 25<sup>th</sup> Street, Suite 1  
Fort Pierce, FL 34947  
772.464.8607 | 772.461.0809 Fax  
Stuart: 772.287.3330

Stephen G. Neill, Jr., MAI  
Cert Gen RZ2480  
s.neill@callawayandprice.com

**CENTRAL FLORIDA**

2816 E. Robinson Street  
Orlando, FL 32803  
Phone (321)726-0970  
Fax (321)726-0384

Curtis L. Phillips, MAI  
Cert Gen RZ2085  
c.phillips@callawayandprice.com

**SPACE COAST**

1120 Palmetto Avenue  
Suite 1  
Melbourne, FL 32901  
Phone (321)726-0970  
Fax (321)726-0384

Curtis L. Phillips, MAI  
Cert Gen RZ2085  
c.phillips@callawayandprice.com

Mr. Ignacio Cattaneo  
9559 Collins Avenue, Apt 101  
Surfside, Florida 33154

VIA EMAIL: iccattaneo@gmail.com

Dear Mr. Cattaneo:

We would be pleased to prepare an appraisal on the vacant strip of land located on 10<sup>th</sup> Avenue North just west of Boutwell Road in Lake Worth, Florida. It is our understanding that the purpose of the assignment is to estimate Market Value.

The intended user is Ignacio Cattaneo. The intended use is for internal decision making. The scope of work performed is specific to the needs of the intended user and the intended use. No other use is intended, and the scope of work may not be appropriate for other uses.

The fee to complete the report will be \$2,500-\$3,000. It is our policy to request a retainer and \$1,500 will suffice for this purpose.

We will provide you with the completed appraisal in approximately 2.5-3 weeks provided that we receive your authorization.

If the above is agreeable to you, please sign below as our authorization and return it together with the retainer and we will begin work immediately. This agreement is subject to the Agreements and Conditions listed on the attached pages, a copy of which should also be signed and returned to us. Our work will be done in accordance with the Appraisal Institute Code of Ethics and Standards of Professional Practice. Thank you for the opportunity to be of service.

Respectfully submitted,

CALLAWAY & PRICE, INC.

*M.R. Slade*

Michael R. Slade, MAI, SRA, CRE  
Cert Gen RZ116

MRS;  
Attachments

Client:

Ignacio Cattaneo

Accepted By\Date:

  
Signature

Name and Title (Printed or Typed):

IGNACIO CATTANEO MANAGER

Client Fed ID# or SS#:

~~XXXXXXXXXX~~

Quotes18/Cattaneo

9. Unless otherwise stated in this report, the existence of hazardous substances, including without limitation stachybotrys chartarum (mold), asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were not called to the attention of, nor did the appraiser become aware of such during the appraiser's inspection. The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test for such substances or conditions. If the presence of such substances, such as asbestos, urea formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such proximity thereto that would cause a loss in value. We are unaware of very wet conditions that may have existed for days or weeks which are required to grow mold. No responsibility is assumed for any such conditions, nor for any expertise or engineering knowledge required to discover them.
  
  10. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. The appraiser has not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since the appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA in estimating the value of the property has not been considered.
-

## **LIMITING CONDITIONS**

1. Unless otherwise stated, the value appearing in this appraisal represents the opinion of the Market Value or the Value Defined AS OF THE DATE SPECIFIED. Market Value of real estate is affected by national and local economic conditions and consequently will vary with future changes in such conditions.
  2. The value estimated in this appraisal report is gross, without consideration given to any encumbrance, restriction or question of title, unless specifically defined.
  3. This appraisal report covers only the property described and any values or rates utilized are not to be construed as applicable to any other property, however similar the properties might be.
  4. It is assumed that the title to the premises is good; that the legal description is correct; that the improvements are entirely and correctly located on the property described and that there are no encroachments on this property, but no investigation or survey has been made.
  5. This appraisal expresses our opinion, and employment to make this appraisal was in no way contingent upon the reporting of predetermined value or conclusion.
  6. No responsibility is assumed for matters legal in nature, nor is any opinion of title rendered. In the performance of our investigation and analysis leading to the conclusions reached herein, the statements of others were relied on. No liability is assumed for the correctness of these statements; and, in any event, the appraiser's total liability for this report is limited to the actual fee charged.
  7. Neither all nor any part of the contents of this report (especially any conclusions, the identity of the appraiser or the firm with which he is connected, or any reference to the Appraisal Institute or any of its designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication without our prior written consent and approval.
  8. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions or the engineering which might be required to discover these factors.
-

## CONDITIONS OF AGREEMENT

1. Premise: The completed report shall comply with the professional and ethical standards of the Appraisal Institute. The report will be addressed to the Client, or, as directed by the Client.
2. Compensation: The fee is due and payable as designated in the contract letter; the retainer is to be sent to the Appraiser along with the signed contract letter, which constitutes authorization to commence the assignment. The Appraiser's/Consultant's compensation is in no event contingent upon a predetermined value or conclusion.
3. Completion Date: Every effort will be made to deliver the report as per the specified date in the contract letter. If delays occur for reasons beyond the control of the Appraiser/Consultant, such as not receiving necessary data requested from the Client in a timely manner, changes in the scope of services of the assignment, acts of God, et cetera, the due date shall be extended.
4. Changes: The Appraiser/Consultant shall, to the best of his ability, complete the assignment in compliance with professional and ethical standards of the appraisal industry. Changes which are not in keeping with these standards will necessitate a new contract letter and renegotiation of the original fee; or billed on a time basis plus the original fee.
5. Cancellation: This agreement may be cancelled by the Client by written notice, or telephone followed by written notice. Appraiser/Consultant shall submit a statement based on professional time and expenses accrued, if applicable, for all services expended to the date of cancellation.
6. Additional Report Copies: Additional copies will be furnished upon request, and prepayment of \$1 per page per report.
7. Collection: All fees and expenses are due upon delivery of the final report. A late charge of 1.5% per month shall be imposed on balances unpaid 30 days after the statement date. If collection efforts become necessary, all costs for same, including court costs and attorney's fees will be added to the balance due. We are currently operating under an agreement with a collection agency which charges us 53.8%. IF THEIR COLLECTION SERVICES ARE REQUIRED, CLIENT'S TOTAL BALANCE DUE WILL BE INCREASED BY 53.8%.
8. Limiting Conditions: This agreement and the completed report shall be subject to the attached Limiting Conditions (also included in said report).

9. Confidential Data: Data assembled for the assignment will remain the property of the Appraiser/Consultant. Data provided by the Client will be held in file, unless otherwise instructed by the Client, and considered confidential. Appraiser/Consultant is authorized by the Client to disclose the report to appropriate representative of the Appraisal Institute to comply with the Bylaws and regulations of this professional organization.

I hereby agree to the Conditions of Agreement outlined above.

LAKELAND INVESTMENT GROUP  
Client's Name

6/11/10  
Date of Acceptance

# **LEGAL DESCRIPTION**

# Exhibit "A"

## LEGAL DESCRIPTION

**PARCEL NO. 1:** (See Warranty Deed recorded in Official Records Book 8448, Page 874):

That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.

LESS the East 320 feet of said Tract 27.

AND LESS a parcel of land out of said Tract 26, described as follows:

Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.

**PARCEL NO. 2:** (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):

A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:

Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**BEGINNING at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.**

*This is not a certified copy*

# QUALIFICATIONS



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*Qualifications – Michael R. Slade, MAI, SRA, CRE*

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Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation # 6864, and SRA Designation  
Member, American Society of Real Estate Counselors, CRE Designation Florida  
State-certified general real estate appraiser RZ116  
Real Estate Broker BK0128222, State of Florida  
Appraisal Institute Approved Instructor (1986-1993) for:  
    Course 201 - Principles of Income Property Appraisal  
    Course 310 - Basic Income Capitalization

Professional Experience

Principal, Callaway & Price, Inc. since 1981  
Staff Appraiser, Callaway & Price, Inc., 1975 to 1981  
Past Magistrate, Tax Appeal Hearings, Palm Beach County

Qualified As An Expert Witness

Broward County, Florida  
Palm Beach County, Florida  
Martin County, Florida  
Federal District Court of Southern District of Florida  
United States Bankruptcy Court Southern Florida  
Supreme Court of the State of New York (for Florida properties)

Geographic Experience

Throughout Florida

Education

Masters of Business Administration, Florida Atlantic University  
Bachelor of Science, Accounting, Florida Atlantic University  
Society of Real Estate Appraisers:  
    Course 101 - Introduction to Appraising Real Estate  
    Course 201 - Principles of Income Property Appraising  
    Course 202 - Advanced Applications  
American Institute of Real Estate Appraisers:  
    Course II - Urban Properties  
    Course IV - Condemnation  
    Standards of Professional Practice  
Numerous seminars sponsored by the Appraisal Institute and other organizations



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*Qualifications – Michael R. Slade, MAI, SRA, CRE*

---

Organizations and Affiliations

Appraisal Institute:

Past National Chairman of Professional Practice and Compliance & Enforcement Committee

Past Member of Strategic Planning Committee

Ethics Administration, Past Chairman

Ethics & Counseling, Past National Vice Chairman

Review & Counseling Division, Past National Chairman

South Florida-Caribbean Chapter, Past President

American Society of Real Estate Counselors:

Southern Florida Chapter, past Treasurer

Palm Beach County Housing Authority:

Past Chairman/Board Member (Gubernatorial Appointment)

Chamber of Commerce of the Palm Beaches:

Past Board of Directors, Past Member of the Executive Committee,

Treasurer Economic Development Committee, Past Chair and Member

Society of Real Estate Appraisers (now Appraisal Institute):

Young Advisory Council, Past National Chairman and Member

Past Chairman of the Board of Directors of Boys Town of South Florida

Past Guardian ad Litem Volunteer, South Florida

Awards and Honors

Robert L. Foreman Memorial Award from the Appraisal Institute, 1999

Alumni Talon Award from Florida Atlantic University, 2001

Volunteer of Distinction Award from the Appraisal Institute, 2012



**Qualifications – Michael R. Slade, MAI, SRA, CRE**



STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

FLORIDA REAL ESTATE APPRAISAL BD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

850-487-1395

SLADE, MICHAEL ROBERT  
1410 PARK LANE SOUTH #1  
JUPITER FL 33458

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbecue restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto [www.myfloridalicense.com](http://www.myfloridalicense.com). There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!



DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD

LICENSE NUMBER	
RZ116	

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2018



SLADE, MICHAEL ROBERT  
1410 PARK LANE SOUTH #1  
JUPITER FL 33458



ISSUED: 11/07/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611070001364



---

## *Qualifications – Niccola L. Ellefson, MAI*

---

### Professional Designations\Licenses\Certifications

Member, Appraisal Institute, MAI Designation #11777  
State-certified general real estate appraiser RZ2096

### Professional Experience

Appraisal Consultant, Callaway & Price, Inc., since January 2003  
Senior Appraiser, Palm Beach County Property Appraiser's Office, 2001-2003  
President, Cignal Appraisal Consultants & Real Estate Analysts, 1994 to present  
Appraiser and Consultant, Roe Westberry & Associates, 1992-1994  
Assistant Vice President, Landauer Real Estate Consultants, 1989-1992  
Manager, Market Research and Real Estate Analysis, MIG Companies, 1986-1989

### Education

Bachelor of Arts Degree, Business Administration, University of Wisconsin  
Numerous seminars sponsored by the Appraisal Institute and other organizations, including

- Course 1A2 – Basic Valuation, 1991
- Course 310 – Basic Income Capitalization, 1992
- Course 2-1 – Case Studies in Real Estate Valuation, 1993
- Course 510 – Advance Income Capitalization, 1994
- Course 410/420 – Standards of Professional Practice, 1995
- Course 540 – Report Writing, 1996
- Course 550 – Advanced applications, 1998
- Course 410/420 – Standards of Professional Practice, 2000
- Course 800 – Separating Real Personal Property from Intangible Business Assets, 2002

Attended the 2010, 2012 and 2015 National Mitigation & Ecosystem Banking Conferences.

### Geographic Experience

Throughout Florida  
California  
Nevada  
Texas

Arizona  
Georgia  
North Carolina  
Washington

Arkansas  
Minnesota  
Tennessee

### Appraising/Consulting Expertise

Agricultural Land/Groves  
Apartment Complexes, 8-400+ units  
Automobile Dealerships  
Commercial Buildings  
Churches  
Condominium Projects  
Environmentally Sensitive Lands  
Golf Courses  
Hotels and Motels  
Industrial Properties  
Vacant Commercial and Residential Land

Large-Scale Planned Developments  
Life Care Facilities  
Marinas  
Mitigation Banks  
Mobile Home Parks  
Multi-Tenant Shopping Centers  
Office Buildings  
Property in Litigation  
Proposed Subdivision – Residential  
Shopping Centers  
Special Purpose Properties



**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

FLORIDA REAL ESTATE APPRAISAL BD  
2601 BLAIR STONE ROAD  
TALLAHASSEE FL 32399-0783

850-487-1395

ELLEFSON, NICCOLA L  
5160 FOXHALL DR S  
WEST PALM BEACH FL 33417

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RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

**STATE OF FLORIDA  
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION  
FLORIDA REAL ESTATE APPRAISAL BD**

<b>LICENSE NUMBER</b>	
RZ2096	

The CERTIFIED GENERAL APPRAISER  
Named below IS CERTIFIED  
Under the provisions of Chapter 475 FS.  
Expiration date: NOV 30, 2018



ELLEFSON, NICCOLA L  
1410 PARK LANE SOUTH SUITE 1  
JUPITER FL 33458



ISSUED: 11/18/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1611180001796



## **ENGINEER'S DRAINAGE STATEMENT**

### **Golden Road Apartments WGI No. 2165.03**

**December 2, 2020**

The proposed project is located northwest of the 10th Avenue and Boutwell Road intersection in the City of Lake Worth Beach and is undeveloped in the existing condition. The proposed project is a multifamily residential development with five residential buildings and one clubhouse on approximately 6.44 acres. The proposed project is within the South Florida Water Management District (SFWMD) C-51 Drainage Basin, Lake Worth Drainage District (LWDD) and City of Lake Worth Beach.

The proposed project's stormwater system will collect and convey runoff with inlets, pipes, exfiltration trench and an underground detention system prior to discharge to the existing LWDD E-4 Canal along the western property line – the point of legal positive outfall.

The finished floor elevations will be above the calculated 100 year – 3 day, zero discharge storm event or 18 inches above the crown of the adjacent road whichever is greater. The site will be designed to retain the 10-year 3-day storm event per SFWMD C-51 basin criteria, limiting discharge to 35 CSM. Water quality treatment shall be provided in the amount of 2.5 inches times the percentage of imperviousness or one inch for the entire property, whichever is greater. The City of Lake Worth beach drainage criteria requires retention for a 3-year 1-hour storm event. This volume will be held in the on-site exfiltration trench and underground storage prior to discharge.

**WGI, Inc.**

Respectfully submitted,

Brian Arnold, P.E.  
Florida License # 81294  
WGI, Inc. Cert. No. 6091



**GOLDEN ROAD**  
CITY OF LAKE WORTH BEACH, FLORIDA

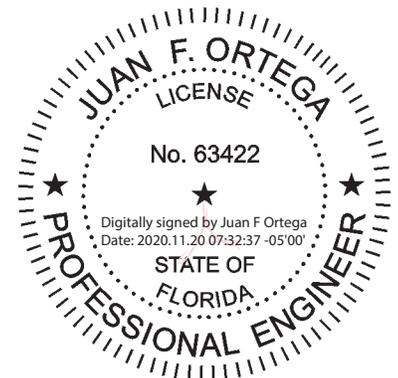
# TRAFFIC CONCURRENCY ANALYSIS

**PREPARED FOR:  
WGI, INC.**

Prepared by:

**JFO GROUP INC**  
COA Number 32276  
6671 W Indiantown Road  
Suite 50-324  
Jupiter, FL 33458

November 20, 2020



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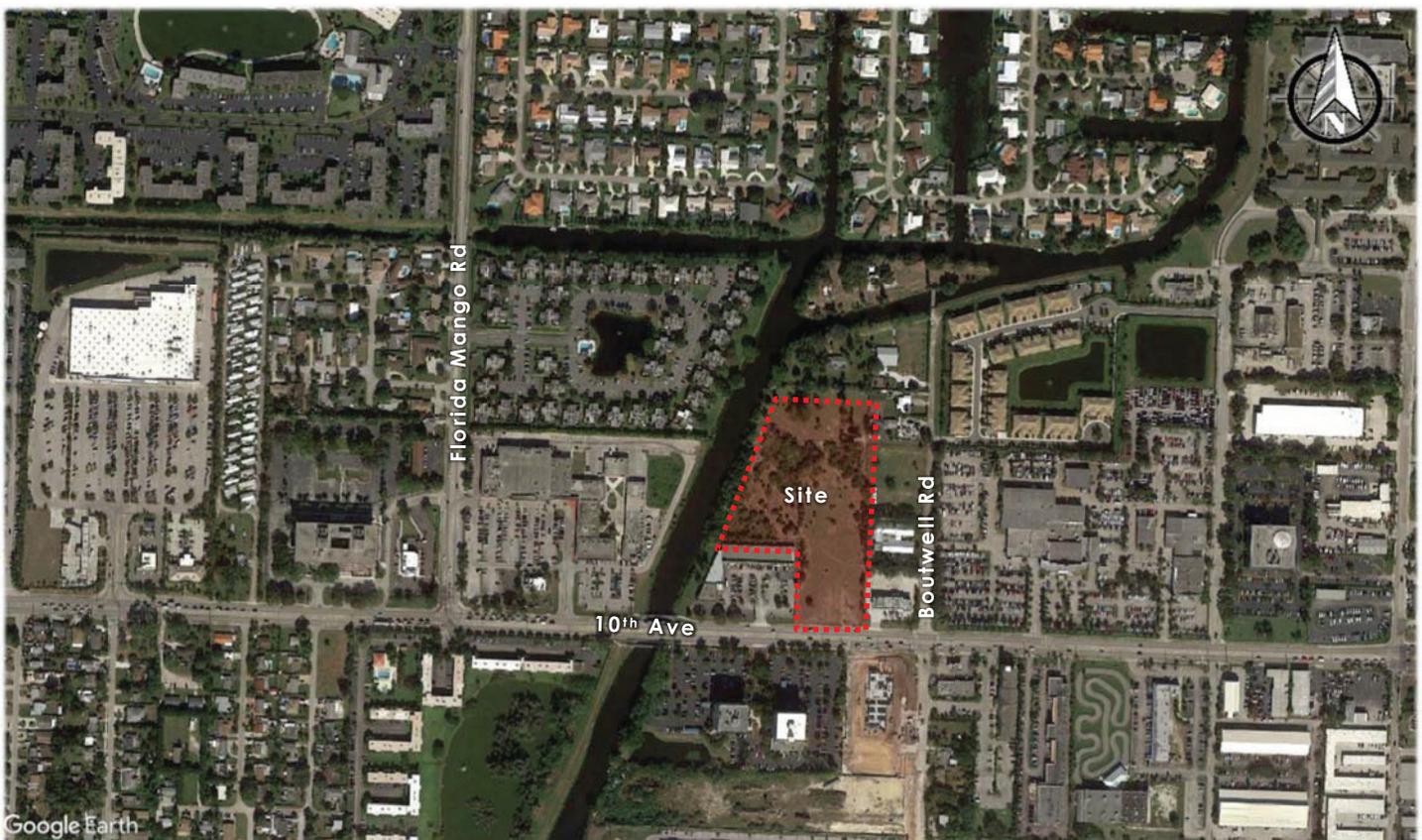
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## 1. PROJECT DESCRIPTION

JFO Group Inc. has been retained to prepare a traffic impact analysis to determine compliance with *Palm Beach County (PBC) – Traffic Performance Standards (TPS)* associated with a site plan application to the City of Lake Worth Beach, Florida. The *Golden Road Property* project is located just west of Boutwell Road, north of 10<sup>th</sup> Avenue in the City of Lake Worth Beach, Florida. Parcel Control Numbers associated with this project are 38-43-44-20-01-026-0010/38-43-44-20-01-004-0030/-0060/-0080/-0120/-0010. Figure 1 shows an aerial location of the site in relation to the transportation network.



**Figure 1: Project Location**

Exhibit 1 includes information from the PBC Property Appraiser's office for the parcels included in the proposed project. The *Golden Road* project is proposing a 235-apartment complex on the subject site. Exhibit 2 includes a preliminary site plan. Project build-out is expected in the year 2025.

## 2. TRIP GENERATION

Project trip generation rates were based on the *PBC Trip Generation Rates*, dated March 2, 2020. Table 1 includes trip generation rates for Daily, AM and PM peak hour while Table 2 includes the trip generation for the proposed project for Daily, AM and PM peak hour conditions. As part of a conservative analysis, no credits were taken for existing uses on the subject site.

**Table 1: Trip Generation Rates**

Land Use	ITE Code	Daily	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Multifamily Mid-Rise	221	5.44	26%	74%	0.36	61%	39%	0.44

According to Table 2, the net Daily, AM and PM peak hour trips potentially generated due to the planned development are 1,278, 85 and 103 trips respectively. According to *Table 12.b.2.D-7 3A* from the *PBC – TPS* and given the trip generation characteristics from Table 2, a 2-mile Radius of Development Influence (RDI) needs to be considered for traffic impact analysis.

**Table 2: Trip Generation**

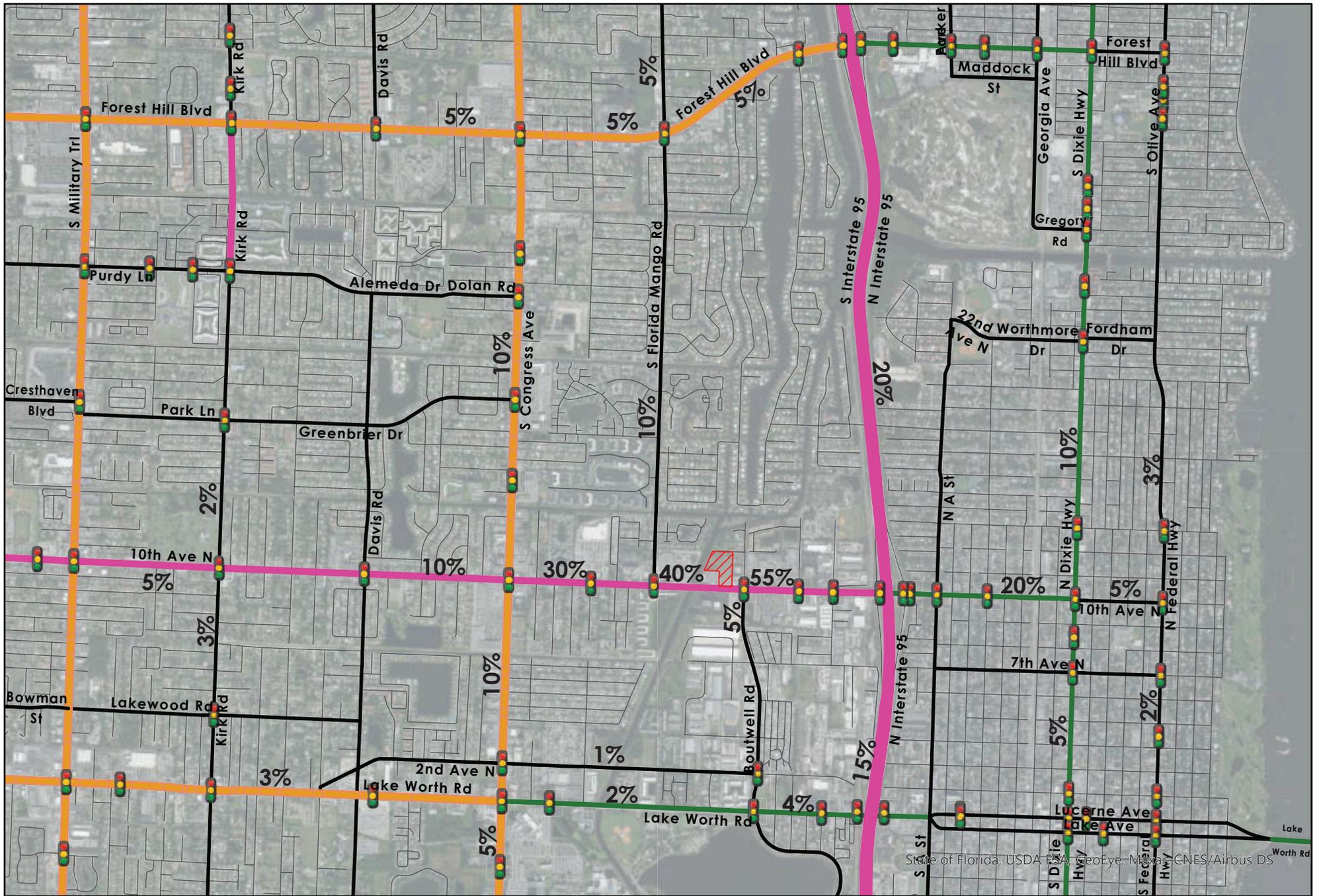
Land Use	Intensity	Daily Traffic	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Multifamily Mid-Rise	235 DU	1,278	22	63	85	63	40	103
<b>Net Proposed Traffic</b>		<b>1,278</b>	<b>22</b>	<b>63</b>	<b>85</b>	<b>63</b>	<b>40</b>	<b>103</b>

### **3. EXISTING CONDITIONS**

10<sup>th</sup> Avenue is the major roadway serving as primary access road to the project. It has a five-lane cross-section within the RDI. Figure 2 shows the lane characteristics of the roadway network considered within the RDI.

### **4. TRIP DISTRIBUTION AND ASSIGNMENT**

Trip distribution and assignment incorporates the characteristics of the proposed development as well as the surrounding network configuration. Exhibit 3 includes a copy of the previously approved traffic assignment for the site. Figure 2 includes project trip distribution on all roadway links included within a 2-mile RDI. Table 3 and Table 4 present a summary of the project impact on all roadway links included within the RDI during the peak-hour peak-direction conditions.



State of Florida, USDA FSA, GeoEye, Maxar, CNES/Airbus DS



**Figure 2:**  
**Golden Road Apartments**  
**Trip Distribution**



**Table 3: Project Impact - AM Peak Hour**

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Dirction	Project Traffic	Traffic Impact
Federal Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	2	0.23%
				S						3%	IN	1	0.11%
Federal Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	2	N	4	0.76	5.3	Class II	810	2%	IN	0	0.00%
				S						2%	OUT	1	0.12%
Dixie Hwy	6 <sup>th</sup> Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,680	5%	IN	1	0.06%
				S						5%	OUT	3	0.18%
Dixie Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	4	N	4	0.76	5.3	Class II	1,680	5%	IN	1	0.06%
				S						5%	OUT	3	0.18%
Dixie Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	6	0.32%
				S						10%	IN	2	0.11%
Dixie Hwy	17 <sup>th</sup> Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,680	10%	OUT	6	0.36%
				S						10%	IN	2	0.12%
Boutwell Rd	Lake Worth Rd	2 <sup>nd</sup> Ave N	2	N	1	0	8	Class II	810	5%	IN	1	0.12%
				S						5%	OUT	3	0.37%
Boutwell Rd	2 <sup>nd</sup> Ave N	10 <sup>th</sup> Ave N	2	N	1	1	2	Class I	880	5%	IN	1	0.11%
				S						5%	OUT	3	0.34%
Florida Mango Rd	10 <sup>th</sup> Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	6	0.68%
				S						10%	IN	2	0.23%
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	3	0.34%
				S						5%	IN	1	0.11%
Congress Ave	6 <sup>th</sup> Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,680	5%	IN	1	0.04%
				S						5%	OUT	3	0.11%
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,680	10%	IN	2	0.07%
				S						10%	OUT	6	0.22%
Congress Ave	French Ave	10 <sup>th</sup> Ave N	6D	N	1	0	3	Class II	2,680	10%	IN	2	0.07%
				S						10%	OUT	6	0.22%
Congress Ave	10 <sup>th</sup> Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,680	10%	OUT	6	0.22%
				S						10%	IN	2	0.07%
Kirk Rd	Lake Worth Rd	10 <sup>th</sup> Ave N	2	N	2	1	3	Class II	810	3%	IN	1	0.12%
				S						3%	OUT	2	0.25%
Kirk Rd	10 <sup>th</sup> Ave N	Purdy Ln	2	N	2	1	2	Class II	810	2%	OUT	1	0.12%
				S						2%	IN	0	0.00%
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	5%	IN	1	0.04%
				W						5%	OUT	3	0.11%
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,680	5%	OUT	3	0.11%
				W						5%	IN	1	0.04%
10 <sup>th</sup> Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,770	5%	IN	1	0.06%
				W						5%	OUT	3	0.17%
10 <sup>th</sup> Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,770	10%	IN	2	0.11%
				W						10%	OUT	6	0.34%
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1770	30%	IN	7	0.40%
				W						30%	OUT	19	1.07%
10 <sup>th</sup> Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1770	40%	IN	9	0.51%
				W						40%	OUT	25	1.41%
10 <sup>th</sup> Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1770	60%	OUT	38	2.15%
				W						60%	IN	13	0.73%
10 <sup>th</sup> Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1770	55%	OUT	35	1.98%
				W						55%	IN	12	0.68%
10 <sup>th</sup> Ave N	I-95	N A St	5	E	3	0	18	Class II	1,770	20%	OUT	13	0.73%
				W						20%	IN	4	0.23%
10 <sup>th</sup> Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,770	20%	OUT	13	0.73%
				W						20%	IN	4	0.23%
10 <sup>th</sup> Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,770	5%	OUT	3	0.17%
				W						5%	IN	1	0.06%
2 <sup>nd</sup> Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	0	0.00%
				W						1%	OUT	1	0.11%
2 <sup>nd</sup> Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	0	0.00%
				W						1%	OUT	1	0.11%
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	3%	IN	1	0.04%
				W						3%	OUT	2	0.07%
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,770	2%	IN	0	0.00%
				W						2%	OUT	1	0.06%
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,680	4%	IN	1	0.06%
				W						4%	OUT	3	0.18%

AM	
IN	OUT
22	63

**Table 4: Project Impact - PM Peak Hour**

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Dirction	Project Traffic	Traffic Impact
Federal Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	1	0.11%
				S						3%	IN	2	0.23%
Federal Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	2	N	4	0.76	5.3	Class II	810	2%	IN	1	0.12%
				S						2%	OUT	1	0.12%
				N						5%	IN	3	0.18%
				S						5%	OUT	2	0.12%
Dixie Hwy	6 <sup>th</sup> Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,680	5%	IN	3	0.18%
				S						5%	OUT	2	0.12%
Dixie Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	4	N	4	0.76	5.3	Class II	1,680	5%	IN	3	0.18%
				S						5%	OUT	2	0.12%
Dixie Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	4	0.22%
				S						10%	IN	6	0.32%
Dixie Hwy	17 <sup>th</sup> Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,680	10%	OUT	4	0.24%
				S						10%	IN	6	0.36%
Boutwell Rd	Lake Worth Rd	2 <sup>nd</sup> Ave N	2	N	1	0	8	Class II	810	5%	IN	3	0.37%
				S						5%	OUT	2	0.25%
Boutwell Rd	2 <sup>nd</sup> Ave N	10 <sup>th</sup> Ave N	2	N	1	1	2	Class I	880	5%	IN	3	0.34%
				S						5%	OUT	2	0.23%
Florida Mango Rd	10 <sup>th</sup> Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	4	0.45%
				S						10%	IN	6	0.68%
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	2	0.23%
				S						5%	IN	3	0.34%
Congress Ave	6 <sup>th</sup> Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,680	5%	IN	3	0.11%
				S						5%	OUT	2	0.07%
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,680	10%	IN	6	0.22%
				S						10%	OUT	4	0.15%
Congress Ave	French Ave	10 <sup>th</sup> Ave N	6D	N	1	0	3	Class II	2,680	10%	IN	6	0.22%
				S						10%	OUT	4	0.15%
Congress Ave	10 <sup>th</sup> Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,680	10%	OUT	4	0.15%
				S						10%	IN	6	0.22%
Kirk Rd	Lake Worth Rd	10 <sup>th</sup> Ave N	2	N	2	1	3	Class II	810	3%	IN	2	0.25%
				S						3%	OUT	1	0.12%
Kirk Rd	10 <sup>th</sup> Ave N	Purdy Ln	2	N	2	1	2	Class II	810	2%	OUT	1	0.12%
				S						2%	IN	1	0.12%
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	5%	IN	3	0.11%
				W						5%	OUT	2	0.07%
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,680	5%	OUT	2	0.07%
				W						5%	IN	3	0.11%
10 <sup>th</sup> Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,770	5%	IN	3	0.17%
				W						5%	OUT	2	0.11%
10 <sup>th</sup> Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,770	10%	IN	6	0.34%
				W						10%	OUT	4	0.23%
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1770	30%	IN	19	<b>1.07%</b>
				W						30%	OUT	12	0.68%
10 <sup>th</sup> Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1770	40%	IN	25	<b>1.41%</b>
				W						40%	OUT	16	0.90%
10 <sup>th</sup> Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1770	60%	OUT	24	<b>1.36%</b>
				W						60%	IN	38	<b>2.15%</b>
10 <sup>th</sup> Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1770	55%	OUT	22	<b>1.24%</b>
				W						55%	IN	35	<b>1.98%</b>
10 <sup>th</sup> Ave N	I-95	N A St	5	E	3	0	18	Class II	1,770	20%	OUT	8	0.45%
				W						20%	IN	13	0.73%
10 <sup>th</sup> Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,770	20%	OUT	8	0.45%
				W						20%	IN	13	0.73%
10 <sup>th</sup> Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,770	5%	OUT	2	0.11%
				W						5%	IN	3	0.17%
2 <sup>nd</sup> Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
2 <sup>nd</sup> Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,680	3%	IN	2	0.07%
				W						3%	OUT	1	0.04%
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,770	2%	IN	1	0.06%
				W						2%	OUT	1	0.06%
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,680	4%	IN	3	0.18%
				W						4%	OUT	2	0.12%

PM	
IN	OUT
63	40

## 5. SIGNIFICANT IMPACT ANALYSIS

Major Intersections<sup>1</sup> in each direction nearest to the point at which the Project's Traffic enters each Project Accessed Link, and where the Project Traffic entering and exiting the intersection is significant shall be included in Test 1-Part One analysis of the *PBC – TPS*. Likewise, Roadway Links projected to carry project traffic higher than one percent (1%) of the adopted Level of Service (LOS) shall be included in Test 1-Part Two analysis.

### 5.1 Test 1 – Part One - Intersections

Test 1-Part One requires analyses of Major Intersections in each direction nearest to the point at which the Project's Traffic enters each Project Accessed Link, and where the Project Traffic entering and exiting the intersection is significant. Also, analysis is required at all Major Intersections where the Project Traffic comprises 10 percent or more of the Total Traffic on at least one approach. Intersection analyses were performed at the intersections of 10<sup>th</sup> Avenue and Florida Mango Road, and, 10<sup>th</sup> Avenue and Boutwell Road. Exhibit 4 includes Critical Movement Analyses (CMA) for the analyzed intersections while Table 5 summarizes the results of the CMA and HCS analyses.

**Table 5: Test 1 - Part One - Intersections – CMA/LOS Summary**

Intersection	Year	CMA/LOS AM Peak	CMA/LOS PM Peak
10 <sup>th</sup> Avenue and Florida Mango Road	2025	859	1,207
10 <sup>th</sup> Avenue and Boutwell Road	2025	1,436 HCS LOS 'C'	1,418 HCS LOS 'B'

Table 5 summarizes the AM and PM CMA/LOS results for the intersections on the nearest project accessed link. Test 1 – Part One has been met.

<sup>1</sup> For purposes of this Part One, Major Intersections also includes intersections of a Major Thoroughfare and a non-thoroughfare road or other point of access where: 1) the intersection is signalized or where projected traffic volumes warrant a signal; and 2) the non-thoroughfare approach is projected to carry at least 200 two-way, peak hour trips and, 3) the non-thoroughfare approach represents 20 percent or more of the intersection critical sum volume.

## **5.2 Test 1 – Part Two - Links**

Test 1 - Part Two requires analyses of links within the RDI where total traffic shall not exceed the adopted LOS during the build-out period of the project. Exhibit 6 includes 2020 peak hour directional counts published by PBC - Traffic Division, Exhibit 5 includes a 3-year growth rate calculation within the RDI, and, Exhibit 7 includes link volumes of projects approved in PBC up to November 2020.

As can be seen in Table 6 and Table 7, no additional improvements beyond those required to correct the existing failure due to the background traffic are needed. According to Florida Statute Section §163.3180 (2016), project cannot be denied concurrency for failure to demonstrate adequate public roadway facilities.

The statutory scheme states that any road already failing must be "considered to be in place" for concurrency purposes. In addition, the statute specifies that "The improvement necessary to correct the transportation deficiency is the funding responsibility of the entity that has maintenance responsibility for that facility." Florida Statute Section §163.3180 (2016). Only those roads that exceed the adopted LOS when the new project traffic is added must be mitigated through the proportionate share program.

Test 1 – Part Two has been met.

**Table 6: Test 1 - Part Two - Links – AM Peak Hour**

Road	From	To	Ln	AM 2020 Traffic		2025 Background Traffic <sup>1</sup>		Approved Projects		2025 Background Traffic (1%) + Approved		Total Traffic Without Project		Project Assignment	Project Traffic		Total Traffic With Project		Peak Direction Service Volume	Meets peak direction LOS? <sup>2</sup>
				NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB	NB/EB	SB/WB		
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	1,762	1,393	1,918	1,516	128	130	1,980	1,594	1,980	1,594	30%	7	19	1,987	1,613	1,770	-
10 <sup>th</sup> Ave N	Florida Mango Rd	Site						129	152	1,981	1,616	1,981	1,616	40%	9	25	1,990	1,641	1,770	-
10 <sup>th</sup> Ave N	Site	Boutwell Rd						129	152	1,981	1,616	1,981	1,616	60%	38	13	2,019	1,629	1,770	-
10 <sup>th</sup> Ave N	Boutwell Rd	I-95						134	142	1,986	1,606	1,986	1,606	55%	35	12	2,021	1,618	1,770	-

Golden Road	AM	
	IN	OUT
235 Apartments	22	63

**Table 7: Test 1 - Part Two - Links – PM Peak Hour**

Road	From	To	Ln	PM 2020 Traffic		2025 Background Traffic <sup>1</sup>		Approved Projects <sup>t</sup>		2025 Background Traffic (1%) + Approved		Total Traffic Without Project		Project Assignment	Project Traffic		Total Traffic With Project		Peak Direction Service Volume	Meets peak direction LOS? <sup>2</sup>
				NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB	NB/EB	SB/WB		NB/EB	SB/WB				
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	1,625	1,577	1,769	1,717	254	247	1,962	1,904	1,962	1,904	30%	19	12	1,981	1,916	1,770	-
10 <sup>th</sup> Ave N	Florida Mango Rd	Site						285	263	1,993	1,920	1,993	1,920	40%	25	16	2,018	1,936	1,770	-
10 <sup>th</sup> Ave N	Site	Boutwell Rd						285	263	1,993	1,920	1,993	1,920	60%	24	38	2,017	1,958	1,770	-
10 <sup>th</sup> Ave N	Boutwell Rd	I-95						167	171	1,875	1,828	1,875	1,828	55%	22	35	1,897	1,863	1,770	-

Golden Road	PM	
	IN	OUT
235 Apartments	63	40

<sup>1</sup>Exhibit 6 includes a Growth Rate calculation across the RDI. GR=1.71%.

<sup>2</sup> No additional improvements beyond those required to correct the existing failure due to the background traffic are needed. 6LD Class II LOS = 2,680.

### **5.3 Test 2 – Five Year Analysis**

Links and Major Intersections where Project's traffic is significant on a Link within the RDI shall be included in Test 2 analysis of the *PBC – TPS*. Under this Test, the road network assumed in this analysis shall be the existing road network and the State and County Five-Year Road Program improvements with construction scheduled to commence before the end of the Five-Year analysis period. At the time of this submittal, *PBC Five Year Work Program*, dated July 14, 2020, shows intersection improvements at the intersection of 10<sup>th</sup> Avenue and Boutwell Road for FY2021. Exhibit 8 includes an excerpt from the PBC Five Year work program showing the Boutwell Road improvements.

According to *Table 12.b.2.D-7 3A* from the *PBC Traffic Performance Standards - Article 12* of the *PBC Unified Land Development Code* and given the trip generation characteristics from *Table 2*, a 2-mile Radius of Development Influence needs to be considered for *Test 2* traffic impact analysis of the Proposed Development.

Projects with more than three percent (3%) of the adopted LOS thresholds within the RDI as set forth in *Table 12.B.C-4 2A: LOS E Link Service Volumes*, shall be included in Test 2. In addition, links outside the RDI on which net trips are greater than five percent (5%) of the LOS 'E' of the Link affected shall be included in Test 2.

*Table 8* and *Table 9* present a summary of the project impact on all roadway links included within the RDI during the AM and PM peak-hour peak-direction conditions, respectively. As shown in *Table 8* and *Table 9*, all links impacted by the project will be impacted with less than three percent (3%) of LOS 'E'. Test 2 has been met.

**Table 8: Test 2 - Project Impact – AM Peak Hour**

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Direction	Project Traffic	Traffic Impact
Federal Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	2	0.23%
				S						3%	IN	1	0.11%
Federal Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	2	N	4	0.76	5.3	Class II	860	2%	IN	0	0.00%
				S						2%	OUT	1	0.12%
Dixie Hwy	6 <sup>th</sup> Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,780	5%	IN	1	0.06%
				S						5%	OUT	3	0.17%
Dixie Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	4	N	4	0.76	5.3	Class II	1,780	5%	IN	1	0.06%
				S						5%	OUT	3	0.17%
Dixie Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	6	0.32%
				S						10%	IN	2	0.11%
Dixie Hwy	17 <sup>th</sup> Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,780	10%	OUT	6	0.34%
				S						10%	IN	2	0.11%
Boutwell Rd	Lake Worth Rd	2 <sup>nd</sup> Ave N	2	N	1	0	8	Class II	860	5%	IN	1	0.12%
				S						5%	OUT	3	0.35%
Boutwell Rd	2 <sup>nd</sup> Ave N	10 <sup>th</sup> Ave N	2	N	1	1	2	Class I	880	5%	IN	1	0.11%
				S						5%	OUT	3	0.34%
Florida Mango Rd	10 <sup>th</sup> Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	6	0.68%
				S						10%	IN	2	0.23%
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	3	0.34%
				S						5%	IN	1	0.11%
Congress Ave	6 <sup>th</sup> Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,830	5%	IN	1	0.04%
				S						5%	OUT	3	0.11%
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,830	10%	IN	2	0.07%
				S						10%	OUT	6	0.21%
Congress Ave	French Ave	10 <sup>th</sup> Ave N	6D	N	1	0	3	Class II	2,830	10%	IN	2	0.07%
				S						10%	OUT	6	0.21%
Congress Ave	10 <sup>th</sup> Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,830	10%	OUT	6	0.21%
				S						10%	IN	2	0.07%
Kirk Rd	Lake Worth Rd	10 <sup>th</sup> Ave N	2	N	2	1	3	Class II	860	3%	IN	1	0.12%
				S						3%	OUT	2	0.23%
Kirk Rd	10 <sup>th</sup> Ave N	Purdy Ln	2	N	2	1	2	Class II	860	2%	OUT	1	0.12%
				S						2%	IN	0	0.00%
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	5%	IN	1	0.04%
				W						5%	OUT	3	0.11%
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,830	5%	OUT	3	0.11%
				W						5%	IN	1	0.04%
10 <sup>th</sup> Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,870	5%	IN	1	0.05%
				W						5%	OUT	3	0.16%
10 <sup>th</sup> Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,870	10%	IN	2	0.11%
				W						10%	OUT	6	0.32%
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1,870	30%	IN	7	0.37%
				W						30%	OUT	19	1.02%
10 <sup>th</sup> Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1,870	40%	IN	9	0.48%
				W						40%	OUT	25	1.34%
10 <sup>th</sup> Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1,870	60%	OUT	38	2.03%
				W						60%	IN	13	0.70%
10 <sup>th</sup> Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1,870	55%	OUT	35	1.87%
				W						55%	IN	12	0.64%
10 <sup>th</sup> Ave N	I-95	N A St	5	E	3	0	18	Class II	1,870	20%	OUT	13	0.70%
				W						20%	IN	4	0.21%
10 <sup>th</sup> Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,870	20%	OUT	13	0.70%
				W						20%	IN	4	0.21%
10 <sup>th</sup> Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,870	5%	OUT	3	0.16%
				W						5%	IN	1	0.05%
2 <sup>nd</sup> Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	0	0.00%
				W						1%	OUT	1	0.11%
2 <sup>nd</sup> Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	0	0.00%
				W						1%	OUT	1	0.11%
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	3%	IN	1	0.04%
				W						3%	OUT	2	0.07%
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,870	2%	IN	0	0.00%
				W						2%	OUT	1	0.05%
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,780	4%	IN	1	0.06%
				W						4%	OUT	3	0.17%

AM	
IN	OUT
22	63

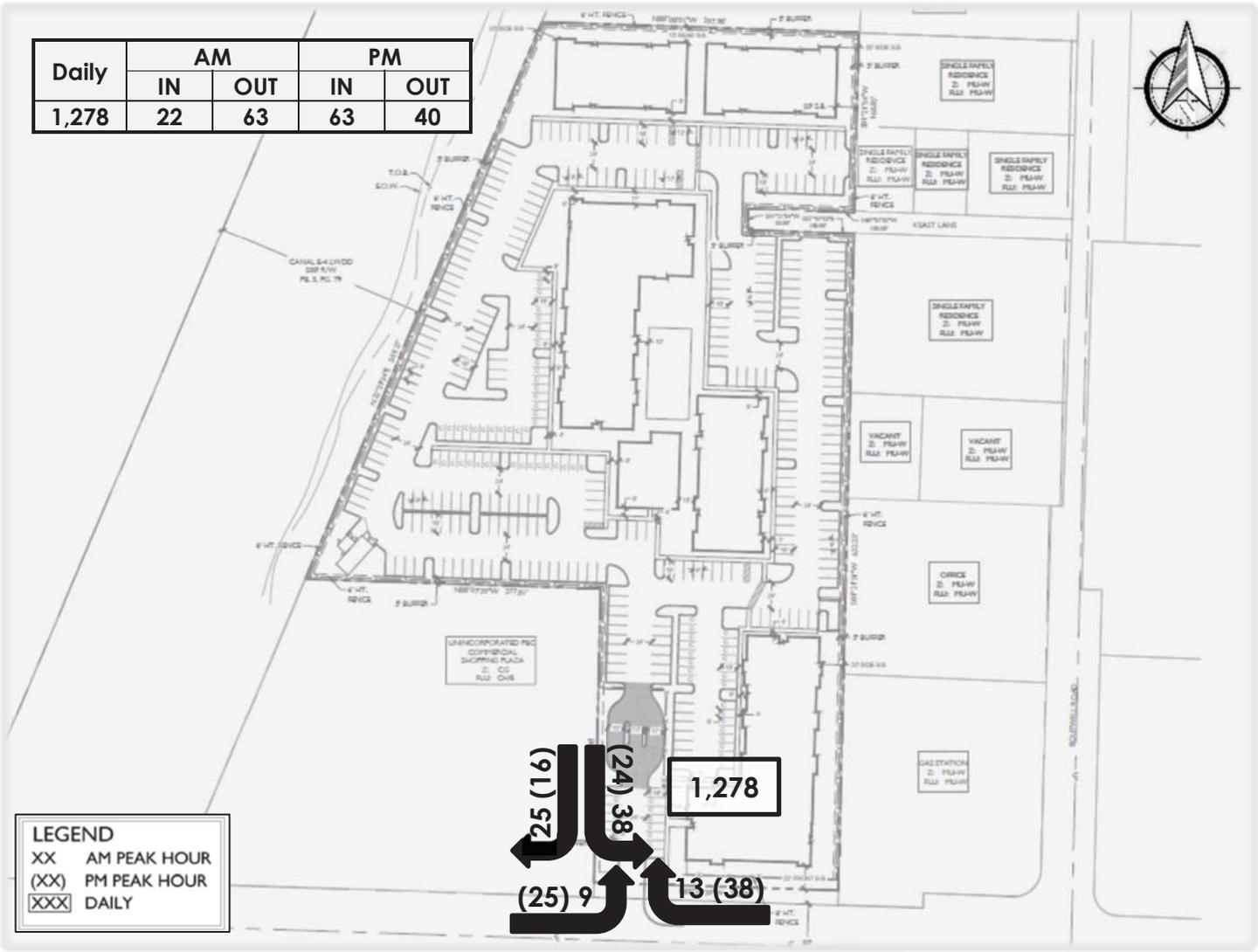
**Table 9: Test 2 - Project Impact – PM Peak Hour**

Roadway	From	To	Ln	Direction	Number of Existing and Proposed Traffic Signals - 1	Length (miles)	Signalized intersections per mile	Class	LOS Capacity	Traffic Assignment	Traffic Direction	Project Traffic	Traffic Impact
Federal Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	2	N	1	0.59	1.7	Class I	880	3%	OUT	1	0.11%
				S						3%	IN	2	0.23%
Federal Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	2	N	4	0.76	5.3	Class II	860	2%	IN	1	0.12%
				S						2%	OUT	1	0.12%
Dixie Hwy	6 <sup>th</sup> Ave S	Lake/Lucerne	4	N	2	0.55	3.6	Class II	1,780	5%	IN	3	0.17%
				S						5%	OUT	2	0.11%
Dixie Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	4	N	4	0.76	5.3	Class II	1,780	5%	IN	3	0.17%
				S						5%	OUT	2	0.11%
Dixie Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	4	N	1	0.57	1.8	Class I	1,860	10%	OUT	4	0.22%
				S						10%	IN	6	0.32%
Dixie Hwy	17 <sup>th</sup> Ave N	Alhambra Pl	4	N	4	0.85	4.7	Class II	1,780	10%	OUT	4	0.22%
				S						10%	IN	6	0.34%
Boutwell Rd	Lake Worth Rd	2 <sup>nd</sup> Ave N	2	N	1	0	8	Class II	860	5%	IN	3	0.35%
				S						5%	OUT	2	0.23%
Boutwell Rd	2 <sup>nd</sup> Ave N	10 <sup>th</sup> Ave N	2	N	1	1	2	Class I	880	5%	IN	3	0.34%
				S						5%	OUT	2	0.23%
Florida Mango Rd	10 <sup>th</sup> Ave N	Forest Hill Blvd	2	N	1	2	1	Class I	880	10%	OUT	4	0.45%
				S						10%	IN	6	0.68%
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	2	N	1	1	1	Class I	880	5%	OUT	2	0.23%
				S						5%	IN	3	0.34%
Congress Ave	6 <sup>th</sup> Ave S	Lake Worth Rd	6D	N	2	1	4	Class II	2,830	5%	IN	3	0.11%
				S						5%	OUT	2	0.07%
Congress Ave	Lake Worth Rd	French Ave	6D	N	1	0	2	Class II	2,830	10%	IN	6	0.21%
				S						10%	OUT	4	0.14%
Congress Ave	French Ave	10 <sup>th</sup> Ave N	6D	N	1	0	3	Class II	2,830	10%	IN	6	0.21%
				S						10%	OUT	4	0.14%
Congress Ave	10 <sup>th</sup> Ave N	Forest Hill Blvd	6D	N	5	2	3	Class II	2,830	10%	OUT	4	0.14%
				S						10%	IN	6	0.21%
Kirk Rd	Lake Worth Rd	10 <sup>th</sup> Ave N	2	N	2	1	3	Class II	860	3%	IN	2	0.23%
				S						3%	OUT	1	0.12%
Kirk Rd	10 <sup>th</sup> Ave N	Purdy Ln	2	N	2	1	2	Class II	860	2%	OUT	1	0.12%
				S						2%	IN	1	0.12%
Forest Hill Blvd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	5%	IN	3	0.11%
				W						5%	OUT	2	0.07%
Forest Hill Blvd	Congress Ave	I-95	6D	E	3	1	2	Class II	2,830	5%	OUT	2	0.07%
				W						5%	IN	3	0.11%
10 <sup>th</sup> Ave N	Military Tr	Kirk Rd	5	E	1	1	2	Class II	1,870	5%	IN	3	0.16%
				W						5%	OUT	2	0.11%
10 <sup>th</sup> Ave N	Kirk Rd	Congress Ave	5	E	2	1	2	Class II	1,870	10%	IN	6	0.32%
				W						10%	OUT	4	0.21%
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd	5	E	6	1.29	4.7	Class II	1,870	30%	IN	19	1.02%
				W						30%	OUT	12	0.64%
10 <sup>th</sup> Ave N	Florida Mango Rd	Site	5	E	6	1.29	4.7	Class II	1,870	40%	IN	25	1.34%
				W						40%	OUT	16	0.86%
10 <sup>th</sup> Ave N	Site	Boutwell Rd	5	E	6	1.29	4.7	Class II	1,870	60%	OUT	24	1.28%
				W						60%	IN	38	2.03%
10 <sup>th</sup> Ave N	Boutwell Rd	I-95	5	E	6	1.29	4.7	Class II	1,870	55%	OUT	22	1.18%
				W						55%	IN	35	1.87%
10 <sup>th</sup> Ave N	I-95	N A St	5	E	3	0	18	Class II	1,870	20%	OUT	8	0.43%
				W						20%	IN	13	0.70%
10 <sup>th</sup> Ave N	N A St	Dixie Hwy (US-1)	5	E	3	0	6	Class II	1,870	20%	OUT	8	0.43%
				W						20%	IN	13	0.70%
10 <sup>th</sup> Ave N	Dixie Hwy (US-1)	Federal Hwy	5	E	3	0	6	Class II	1,870	5%	OUT	2	0.11%
				W						5%	IN	3	0.16%
2 <sup>nd</sup> Ave N	Lake Worth Rd	Congress Ave	2	E	0	1	0	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
2 <sup>nd</sup> Ave N	Congress Ave	Boutwell Rd	2	E	1	1	1	Class I	880	1%	IN	1	0.11%
				W						1%	OUT	0	0.00%
Lake Worth Rd	Kirk Rd	Congress Ave	6D	E	2	1	2	Class II	2,830	3%	IN	2	0.07%
				W						3%	OUT	1	0.04%
Lake Worth Rd	Congress Ave	Boutwell Rd	4D	E	2	1	2	Class II	1,870	2%	IN	1	0.05%
				W						2%	OUT	1	0.05%
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	4	E	3	1	5	Class II	1,780	4%	IN	3	0.17%
				W						4%	OUT	2	0.11%

PM	
IN	OUT
63	40

**6. DRIVEWAY ANALYSIS**

Based on *PBC Land Development Design Standards Manual*, a left-turn lane is required at each driveway where inbound peak hour left-turning traffic is equal or greater than 30 vehicles. A right-turn lane is required at each driveway where street Average Daily Traffic (ADT) volumes exceed 10,000 vehicles per day, and driveway daily volume is greater than 1,000 trips, with inbound peak hour right-turning traffic being at least 75 vehicles.



**Figure 3: Project Driveway Volumes**

Figure 3 provides Daily, AM and PM peak hour driveway volumes for the *Golden Road* project. Turn lanes are not warranted at the project driveway.

## 7. ADDITIONAL ANALYSIS

Given the site location and parcel configuration, access options are limited where the most viable option for the project would be connecting to 10<sup>th</sup> Avenue. A full access on 10<sup>th</sup> Avenue will be requested when applying for a driveway permit where the project is proposing restriping the exiting left turn lane in front of the site to allow for a continuous center two-way left-turn lane to facilitate a full access to the site.

The adequacy of the proposed eastbound left turn storage length at the intersection of 10<sup>th</sup> Avenue and Boutwell Road was evaluated using HCS analysis. Similarly, using HCS analysis the 95<sup>th</sup> percentile queues were calculated at the project driveway. Table 10 summarizes the results of the analysis.

**Table 10: Access Management HCS Summary**

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
<b>AM</b>																
<b>10<sup>th</sup> Avenue &amp; Boutwell Road</b>																
Volume (veh/h)	-	9	1,303	193	-	290	1,042	23	-	174	14	240	-	33	10	15
95% Queue Length	-	<b>0.3</b>	18.1	22.1	-	21.7	2.2	2.6	-	11.3	16.2	-	-	2.6	1.6	-
<b>10<sup>th</sup> Avenue &amp; Golden Road Driveway</b>																
Volume (veh/h)	-	9	1,981	-	-	-	1,616	13	-	-	-	-	-	38	-	25
95% Queue Length	-	<b>0.1</b>	-	-	-	-	-	-	-	-	-	-	-	1.9	-	0.3
<b>PM</b>																
<b>10<sup>th</sup> Avenue &amp; Boutwell Road</b>																
Volume (veh/h)	-	9	1,210	217	-	236	1,569	15	-	215	13	208	-	32	33	23
95% Queue Length	-	<b>0.3</b>	10.8	16.0	-	17.5	4.1	4.3	-	14.5	13.7	-	-	2.4	3.5	-
<b>10<sup>th</sup> Avenue &amp; Golden Road Driveway</b>																
Volume (veh/h)	-	25	1,993	-	-	-	1,920	38	-	-	-	-	-	24	-	16
95% Queue Length	-	<b>0.3</b>	-	-	-	-	-	-	-	-	-	-	-	1.6	-	0.2

As shown in Table 10, future operations at the 10<sup>th</sup> Avenue and Boutwell Road intersection will not be impacted by having a continuous center two-way left-turn lane in front of the project access which will allow for full movements in and out of the project site.

## 8. CONCLUSIONS AND RECOMMENDATIONS

The *Golden Road* project is located just west of Boutwell Road, north of 10<sup>th</sup> Avenue in the City of Lake Worth Beach, Florida. The applicant is proposing a site plan to accommodate 235 Apartments. This development will most likely generate 1,278 Daily trips where 85 two-way trips will occur during the AM peak hour and 103 during the PM peak hour. Project build-out is expected in the year 2025.

### *Test 1 – Part One - Intersections*

The analyzed intersections within the RDI meet the adopted Level of Service as defined in *Table 12.B.2.C-2 1B – LOS D Intersection Thresholds*. Test 1 – Part One has been met.

### *Test 1 – Part Two - Links*

10<sup>th</sup> Avenue between Congress Avenue and I-95 will be backlogged without project traffic at the estimated buildout year for the project, as defined in *Table 12.B.2.C-1, 1A: LOS 'D' Link Service Volumes*, where the minimum improvement necessary to correct the existing deficiency would allow the project to meet the adopted LOS. Therefore, according to Florida Statutes, for Concurrency purposes, any necessary improvements are considered to be in place. Test 1 – Part Two has been met.

### *Test 2 – Five Year Analysis*

All links impacted by the project will be impacted with less than three percent (3%) of the adopted LOS, as defined in *Table 12.B.2.C-1, 1A: LOS 'E' Link Service Volumes*. Test 2 has been met.

The proposed *Golden Road* project has been evaluated following *Article 12 - TPS* of the *PBC Unified Land Development Code*. This analysis shows the proposed development will be in compliance with PBC – TPS and with City of Lake Worth Beach standards.

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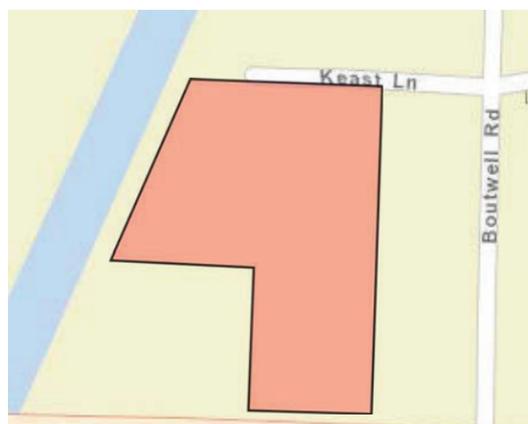
## **Exhibit 1: Property Appraiser Information**

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<b>Property Detail</b>	
Parcel Control Number: 38-43-44-20-01-026-0010	Location Address: 10TH AVE N
Owners: LAKE WORTH INVESTMENT GROUP LLC	
Mailing Address: 4005 NW 114TH AVE STE 5, MIAMI FL 33178 4372	
Last Sale: SEP-2013	Book/Page#: 26358 / 1677 Price: \$925,000
Property Use Code: 1000 - VACANT COMMERCIAL	Zoning: MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
Legal Description: MODEL LAND CO, TR 26 (LESS S 315 FT OF WLY 400.83 FT & S 25 FT 10TH AVE NORTH R/W) & TR 27 (LESS E 220 FT & S 25 FT 10TH AVE NORTH R/W)	Total SF: 0 Acres 5.1353

<b>2020 Values (Preliminary)</b>		<b>2020 Taxes (Preliminary)</b>	
Improvement Value	\$0	Ad Valorem	\$21,877
Land Value	\$1,118,460	Non Ad Valorem	\$248
Total Market Value	\$1,118,460	Total Tax	\$22,125
Assessed Value	\$848,100	<b>2020 Qualified Exemptions</b>	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$848,100	<b>Applicants</b>	
<i>All values are as of January 1st each year.</i>		No Details Found	

<b>Building Footprint (Building 0)</b>	<b>Subarea and Square Footage (Building 0)</b>
	Description Area Sq. Footage
	No Data Found.
	<b>Extra Features</b>
Description Year Built Unit	
No Extra Feature Available	

<b>Structural Details (Building 0)</b>	<b>MAP</b>
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010260010 1 of 1

<b>Property Detail</b>	
Location Address	10TH AVE N
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-026-0010
Subdivision	MODEL LAND CO IN
Official Records Book	26358 Page 1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO, TR 26 (LESS S 315 FT OF WLY 400.83 FT & S 25 FT 10TH AVE NORTH R/W) & TR 27 (LESS E 220 FT & S 25 FT 10TH AVE NORTH R/W)

<b>Owner Information</b>	
<b>Owners</b>	<b>Mailing address</b>
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

<b>Sales Information</b>				
Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
SEP-1994	\$300,000	08448 / 00874	WARRANTY DEED	FOGEL MICHAEL N &
OCT-1991	\$300,000	07009 / 00020	WARRANTY DEED	
APR-1988	\$100	05668 / 00085	QUIT CLAIM	
APR-1988	\$100	05668 / 00087	WARRANTY DEED	

<b>Exemption Information</b>	
No Exemption information available	

<b>Property Information</b>	
Number of Units	0
*Total Square Feet	0
Acres	5.1353
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

<b>Appraisals</b>				
	Tax Year	2020 P	2019	2018
Improvement Value		\$0	\$0	\$0
Land Value		\$1,118,460	\$771,000	\$771,000
Total Market Value		\$1,118,460	\$771,000	\$771,000
<i>P = Preliminary</i>		<i>All values are as of January 1st each year</i>		

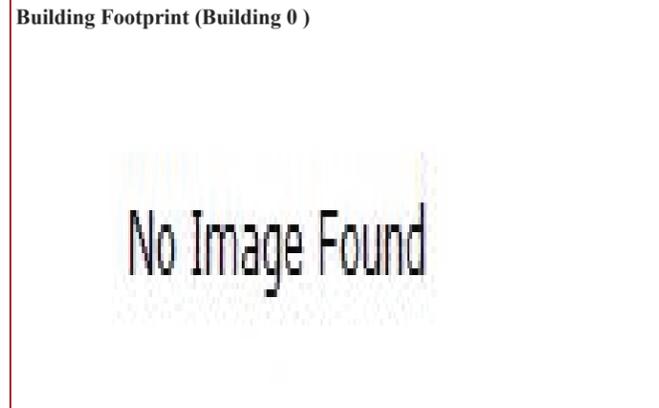
<b>Assessed and Taxable Values</b>				
	Tax Year	2020 P	2019	2018
Assessed Value		\$848,100	\$771,000	\$771,000
Exemption Amount		\$0	\$0	\$0
Taxable Value		\$848,100	\$771,000	\$771,000

<b>Taxes</b>				
	Tax Year	2020 P	2019	2018
Ad Valorem		\$21,877	\$18,328	\$17,929
Non Ad Valorem		\$248	\$248	\$248
Total tax		\$22,125	\$18,576	\$18,177

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

<b>Property Detail</b>			
Parcel Control Number:	38-43-44-20-01-004-0030	Location Address:	2289 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE STE 5,MIAMI FL 33178 4372		
Last Sale:	SEP-2013	Book/Page#:	26358 / 1677
Property Use Code:	1000 - VACANT COMMERCIAL	Price:	\$925,000
Legal Description:	MODEL LAND CO SUB TR IN SW COR OF TR 4 IN DB1076 P171	Zoning:	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
	Total SF:	0	Acres 0.1925

<b>2020 Values (Preliminary)</b>		<b>2020 Taxes (Preliminary)</b>	
Improvement Value	\$0	Ad Valorem	\$813
Land Value	\$41,930	Non Ad Valorem	\$50
Total Market Value	\$41,930	Total Tax	\$863
Assessed Value	\$31,350	<b>2020 Qualified Exemptions</b>	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$31,350	<b>Applicants</b>	
		No Details Found	



**Subarea and Square Footage (Building 0)**

Description	Area	Sq. Footage
No Data Found.		

**Extra Features**

Description	Year Built	Unit
No Extra Feature Available		

**Structural Details (Building 0)**

Description



Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040030 1 of 1

<b>Property Detail</b>	
Location Address	2289 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0030
Subdivision	MODEL LAND CO IN
Official Records Book	26358
Page	1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB TR IN SW COR OF TR 4 IN DB1076 P171

**Owner Information**

Owners	Mailing address
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

**Sales Information**

Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
MAY-1995	\$165,000	08750 / 01450	WARRANTY DEED	TUBBS RALPH O &
APR-1981	\$100	03506 / 01634	WARRANTY DEED	

**Exemption Information**

No Exemption information available

**Property Information**

Number of Units	0
*Total Square Feet	0
Acres	0.1925
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

**Appraisals**

Tax Year	2020 P	2019	2018
Improvement Value	\$0	\$0	\$0
Land Value	\$41,930	\$28,500	\$28,500
Total Market Value	\$41,930	\$28,500	\$28,500

P = Preliminary All values are as of January 1st each year

**Assessed and Taxable Values**

Tax Year	2020 P	2019	2018
Assessed Value	\$31,350	\$28,500	\$28,500
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$31,350	\$28,500	\$28,500

**Taxes**

Tax Year	2020 P	2019	2018
Ad Valorem	\$813	\$678	\$663
Non Ad Valorem	\$50	\$50	\$50
Total tax	\$863	\$728	\$713

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

<b>Property Detail</b>			
Parcel Control Number:	38-43-44-20-01-004-0060	Location Address:	2283 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE STE 5,MIAMI FL 33178 4372		
Last Sale:	SEP-2013	Book/Page#:	26358 / 1677
Property Use Code:	1000 - VACANT COMMERCIAL	Price:	\$925,000
Legal Description:	MODEL LAND CO SUB NLY 88.62 FT OF SLY 188.62 FT OF TR 4 LYG ADJ TO E4 CNL & W 20 FT OF E 490 FT OF S 100 FT OF TR 4 IN OR710P50	Zoning:	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
	Total SF:	0	Acres 0.1717

<b>2020 Values (Preliminary)</b>		<b>2020 Taxes (Preliminary)</b>	
Improvement Value	\$900	Ad Valorem	\$749
Land Value	\$37,390	Non Ad Valorem	\$50
Total Market Value	\$38,290	Total Tax	\$799
Assessed Value	\$29,040	<b>2020 Qualified Exemptions</b>	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$29,040	<b>Applicants</b>	
No Details Found			

<b>Building Footprint (Building 0)</b>	<b>Subarea and Square Footage (Building 0)</b>		
	Description	Area	Sq. Footage
	No Data Found.		
	<b>Extra Features</b>		
Description	Year Built	Unit	
Utility Building	1952	150	
Unit may represent the perimeter, square footage, linear footage, total number or other measurement.			

<b>Structural Details (Building 0)</b>	<b>MAP</b>
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040060 1 of 1

<b>Property Detail</b>	
Location Address	2283 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0060
Subdivision	MODEL LAND CO IN
Official Records Book	26358
Page	1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB NLY 88.62 FT OF SLY 188.62 FT OF TR 4 LYG ADJ TO E4 CNL & W 20 FT OF E 490 FT OF S 100 FT OF TR 4 IN OR710P50

<b>Owner Information</b>	
<b>Owners</b>	<b>Mailing address</b>
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

<b>Sales Information</b>				
Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
MAY-1995	\$165,000	08750 / 01450	WARRANTY DEED	TUBBS RALPH O &
NOV-1991	\$24,000	07029 / 01545	WARRANTY DEED	

<b>Exemption Information</b>	
No Exemption information available	

<b>Property Information</b>	
Number of Units	0
*Total Square Feet	0
Acres	0.1717
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

<b>Appraisals</b>				
	<b>Tax Year</b>	<b>2020 P</b>	<b>2019</b>	<b>2018</b>
Improvement Value		\$900	\$900	\$900
Land Value		\$37,390	\$25,500	\$25,500
Total Market Value		\$38,290	\$26,400	\$26,400

P = Preliminary All values are as of January 1st each year

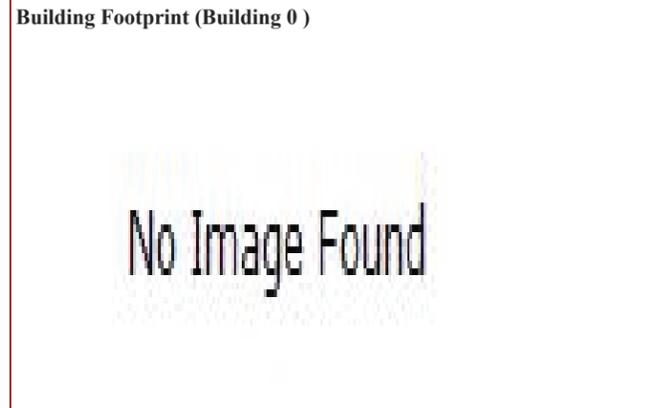
<b>Assessed and Taxable Values</b>				
	<b>Tax Year</b>	<b>2020 P</b>	<b>2019</b>	<b>2018</b>
Assessed Value		\$29,040	\$26,400	\$26,400
Exemption Amount		\$0	\$0	\$0
Taxable Value		\$29,040	\$26,400	\$26,400

<b>Taxes</b>				
	<b>Tax Year</b>	<b>2020 P</b>	<b>2019</b>	<b>2018</b>
Ad Valorem		\$749	\$628	\$614
Non Ad Valorem		\$50	\$50	\$50
Total tax		\$799	\$678	\$664

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

<b>Property Detail</b>			
Parcel Control Number:	38-43-44-20-01-004-0080	Location Address:	2269 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE STE 5, MIAMI FL 33178 4372		
Last Sale:	SEP-2013	Book/Page#:	26358 / 1677
Property Use Code:	1000 - VACANT COMMERCIAL	Price:	\$925,000
Legal Description:	MODEL LAND CO SUB W 75 FT OF E 470 FT OF N 168 FT OF S 188 FT OF TR 4	Zoning:	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
	Total SF:	0	Acres 0.2893

<b>2020 Values (Preliminary)</b>		<b>2020 Taxes (Preliminary)</b>	
Improvement Value	\$0	Ad Valorem	\$1,234
Land Value	\$63,000	Non Ad Valorem	\$50
Total Market Value	\$63,000	Total Tax	\$1,284
Assessed Value	\$47,850	<b>2020 Qualified Exemptions</b>	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$47,850	<b>Applicants</b>	
		No Details Found	



**Subarea and Square Footage (Building 0)**

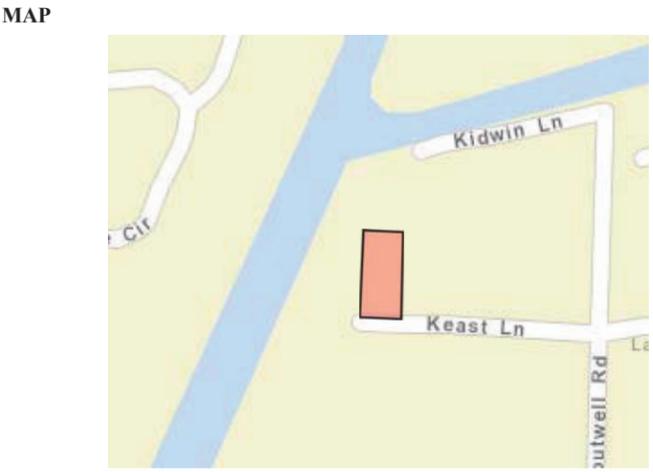
Description	Area	Sq. Footage
No Data Found.		

**Extra Features**

Description	Year Built	Unit
No Extra Feature Available		

**Structural Details (Building 0)**

Description



Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040080 1 of 1

<b>Property Detail</b>	
Location Address	2269 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0080
Subdivision	MODEL LAND CO IN
Official Records Book	26358
Page	1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB W 75 FT OF E 470 FT OF N 168 FT OF S 188 FT OF TR 4

**Owner Information**

Owners	Mailing address
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

**Sales Information**

Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
MAY-1995	\$165,000	08750 / 01450	WARRANTY DEED	TUBBS RALPH O &

**Exemption Information**

No Exemption information available

**Property Information**

Number of Units	0
*Total Square Feet	0
Acres	0.2893
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

**Appraisals**

Tax Year	2020 P	2019	2018
Improvement Value	\$0	\$0	\$0
Land Value	\$63,000	\$43,500	\$43,500
Total Market Value	\$63,000	\$43,500	\$43,500

P = Preliminary All values are as of January 1st each year

**Assessed and Taxable Values**

Tax Year	2020 P	2019	2018
Assessed Value	\$47,850	\$43,500	\$43,500
Exemption Amount	\$0	\$0	\$0
Taxable Value	\$47,850	\$43,500	\$43,500

**Taxes**

Tax Year	2020 P	2019	2018
Ad Valorem	\$1,234	\$1,034	\$1,012
Non Ad Valorem	\$50	\$50	\$50
Total tax	\$1,284	\$1,084	\$1,062

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

<b>Property Detail</b>			
Parcel Control Number:	38-43-44-20-01-004-0120	Location Address:	2253 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE STE 5,MIAMI FL 33178 4372		
Last Sale:	SEP-2013	Book/Page#:	26358 / 1677
Property Use Code:	1000 - VACANT COMMERCIAL	Price:	\$925,000
Legal Description:	MODEL LAND CO SUB W 84 FT OF E 395 FT OF N 168 FT OF S 188 FT OF TR 4	Zoning:	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
	Total SF:	0	Acres 0.3240

<b>2020 Values (Preliminary)</b>		<b>2020 Taxes (Preliminary)</b>	
Improvement Value	\$0	Ad Valorem	\$1,369
Land Value	\$70,565	Non Ad Valorem	\$50
Total Market Value	\$70,565	Total Tax	\$1,419
Assessed Value	\$52,800	<b>2020 Qualified Exemptions</b>	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$52,800	<b>Applicants</b>	
		No Details Found	

**All values are as of January 1st each year.**

<b>Building Footprint (Building 0)</b>	<b>Subarea and Square Footage (Building 0)</b>		
	Description	Area	Sq. Footage
	No Data Found.		
	<b>Extra Features</b>		
Description	Year Built	Unit	
No Extra Feature Available			

<b>Structural Details (Building 0)</b>	<b>MAP</b>
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040120 1 of 1

<b>Property Detail</b>	
Location Address	2253 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0120
Subdivision	MODEL LAND CO IN
Official Records Book	26358
Page	1677
Sale Date	SEP-2013
Legal Description	MODEL LAND CO SUB W 84 FT OF E 395 FT OF N 168 FT OF S 188 FT OF TR 4

<b>Owner Information</b>	
<b>Owners</b>	<b>Mailing address</b>
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE STE 5 MIAMI FL 33178 4372

<b>Sales Information</b>				
Sales Date	Price	OR Book/Page	Sale Type	Owner
SEP-2013	\$925,000	26358 / 01677	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
NOV-2005	\$1,700,000	19534 / 01026	WARRANTY DEED	LW10TH INC
OCT-1996	\$36,000	09493 / 00024	WARRANTY DEED	TUBBS RALPH &
JAN-1978	\$100	02963 / 01644		

<b>Exemption Information</b>	
No Exemption information available	

<b>Property Information</b>	
Number of Units	0
*Total Square Feet	0
Acres	0.3240
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

<b>Appraisals</b>				
	Tax Year	2020 P	2019	2018
Improvement Value		\$0	\$0	\$0
Land Value		\$70,565	\$48,000	\$48,000
Total Market Value		\$70,565	\$48,000	\$48,000

**P = Preliminary** All values are as of January 1st each year

<b>Assessed and Taxable Values</b>				
	Tax Year	2020 P	2019	2018
Assessed Value		\$52,800	\$48,000	\$48,000
Exemption Amount		\$0	\$0	\$0
Taxable Value		\$52,800	\$48,000	\$48,000

<b>Taxes</b>				
	Tax Year	2020 P	2019	2018
Ad Valorem		\$1,369	\$1,141	\$1,116
Non Ad Valorem		\$50	\$50	\$50
Total tax		\$1,419	\$1,191	\$1,166

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

<b>Property Detail</b>			
Parcel Control Number:	38-43-44-20-01-004-0010	Location Address:	2310 KEAST LN
Owners:	LAKE WORTH INVESTMENT GROUP LLC		
Mailing Address:	4005 NW 114TH AVE UNIT 5,MIAMI FL 33178 4372		
Last Sale:	NOV-2014	Book/Page#:	27154 / 1661
Property Use Code:	1000 - VACANT COMMERCIAL	Zoning:	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )
Legal Description:	MODEL LAND CO SUB N 168 FT OF S 188 FT OF W 100 FT OF E 320 FT OF TR 4 AS IN OR5285P249 (LESS W 9 FT AS IN OR2963P1644)	Total SF:	0
		Acres	0.3510

<b>2020 Values (Preliminary)</b>		<b>2020 Taxes (Preliminary)</b>	
Improvement Value	\$0	Ad Valorem	\$1,492
Land Value	\$76,440	Non Ad Valorem	\$50
Total Market Value	\$76,440	Total Tax	\$1,542
Assessed Value	\$57,750	<b>2020 Qualified Exemptions</b>	
Exemption Amount	\$0	No Details Found	
Taxable Value	\$57,750	<b>Applicants</b>	
		No Details Found	

<b>Building Footprint (Building 0)</b>	<b>Subarea and Square Footage (Building 0)</b>		
	Description	Area	Sq. Footage
	No Data Found.		
	<b>Extra Features</b>		
Description	Year Built	Unit	
No Extra Feature Available			

<b>Structural Details (Building 0)</b>	<b>MAP</b>
Description	

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA 9/3/2020

Owner: LAKE WORTH INVESTMENT GROUP LLC PCN: 38434420010040010 1 of 1

<b>Property Detail</b>	
Location Address	2310 KEAST LN
Municipality	LAKE WORTH BEACH
Parcel Control Number	38-43-44-20-01-004-0010
Subdivision	MODEL LAND CO IN
Official Records Book	27154
Page	1661
Sale Date	NOV-2014
Legal Description	MODEL LAND CO SUB N 168 FT OF S 188 FT OF W 100 FT OF E 320 FT OF TR 4 AS IN OR5285P249 (LESS W 9 FT AS IN OR2963P1644)

<b>Owner Information</b>	
<b>Owners</b>	<b>Mailing address</b>
LAKE WORTH INVESTMENT GROUP LLC	4005 NW 114TH AVE UNIT 5 MIAMI FL 33178 4372

<b>Sales Information</b>				
Sales Date	Price	OR Book/Page	Sale Type	Owner
NOV-2014	\$10	27154 / 01661	WARRANTY DEED	LAKE WORTH INVESTMENT GROUP LLC
DEC-2005	\$10	19691 / 00336	WARRANTY DEED	LW10TH INC
NOV-2005	\$324,000	19626 / 01869	WARRANTY DEED	EVANS LESLIE R &
MAR-2001	\$78,000	12352 / 01229	WARRANTY DEED	NORDINGER GEORGE
JUN-2000	\$56,000	11884 / 01699	WARRANTY DEED	TORRES RAYMOND
APR-1996	\$47,000	09224 / 01950	WARRANTY DEED	
MAY-1987	\$100	05285 / 00249	LIFE ESTATE	

<b>Exemption Information</b>	
No Exemption information available	

<b>Property Information</b>	
Number of Units	0
*Total Square Feet	0
Acres	0.3510
Use Code	1000 - VACANT COMMERCIAL
Zoning	MU-W - Mixed Use West ( 38-LAKE WORTH BEACH )

<b>Appraisals</b>				
	Tax Year	2020 P	2019	2018
Improvement Value		\$0	\$0	\$0
Land Value		\$76,440	\$52,500	\$52,500
Total Market Value		\$76,440	\$52,500	\$52,500

P = Preliminary All values are as of January 1st each year

<b>Assessed and Taxable Values</b>				
	Tax Year	2020 P	2019	2018
Assessed Value		\$57,750	\$52,500	\$52,500
Exemption Amount		\$0	\$0	\$0
Taxable Value		\$57,750	\$52,500	\$52,500

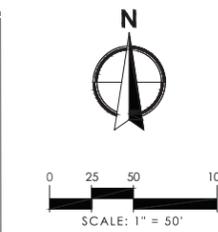
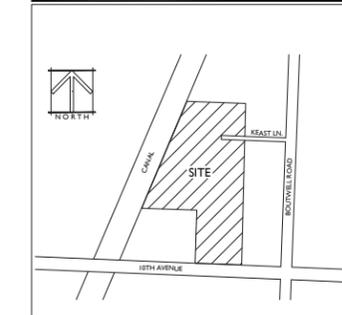
<b>Taxes</b>				
	Tax Year	2020 P	2019	2018
Ad Valorem		\$1,492	\$1,248	\$1,221
Non Ad Valorem		\$50	\$50	\$50
Total tax		\$1,542	\$1,298	\$1,271

Dorothy Jacks, CFA, AAS PALM BEACH COUNTY PROPERTY APPRAISER www.pbcgov.org/PAPA

## **Exhibit 2: Preliminary Site Plan**

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LOCATION MAP



**WGL**  
 2035 Vista Parkway, West Palm Beach, FL 33411  
 Phone No. 888.969.2220 www.wginc.com  
 Cert No. 6091 - LB No. 7065

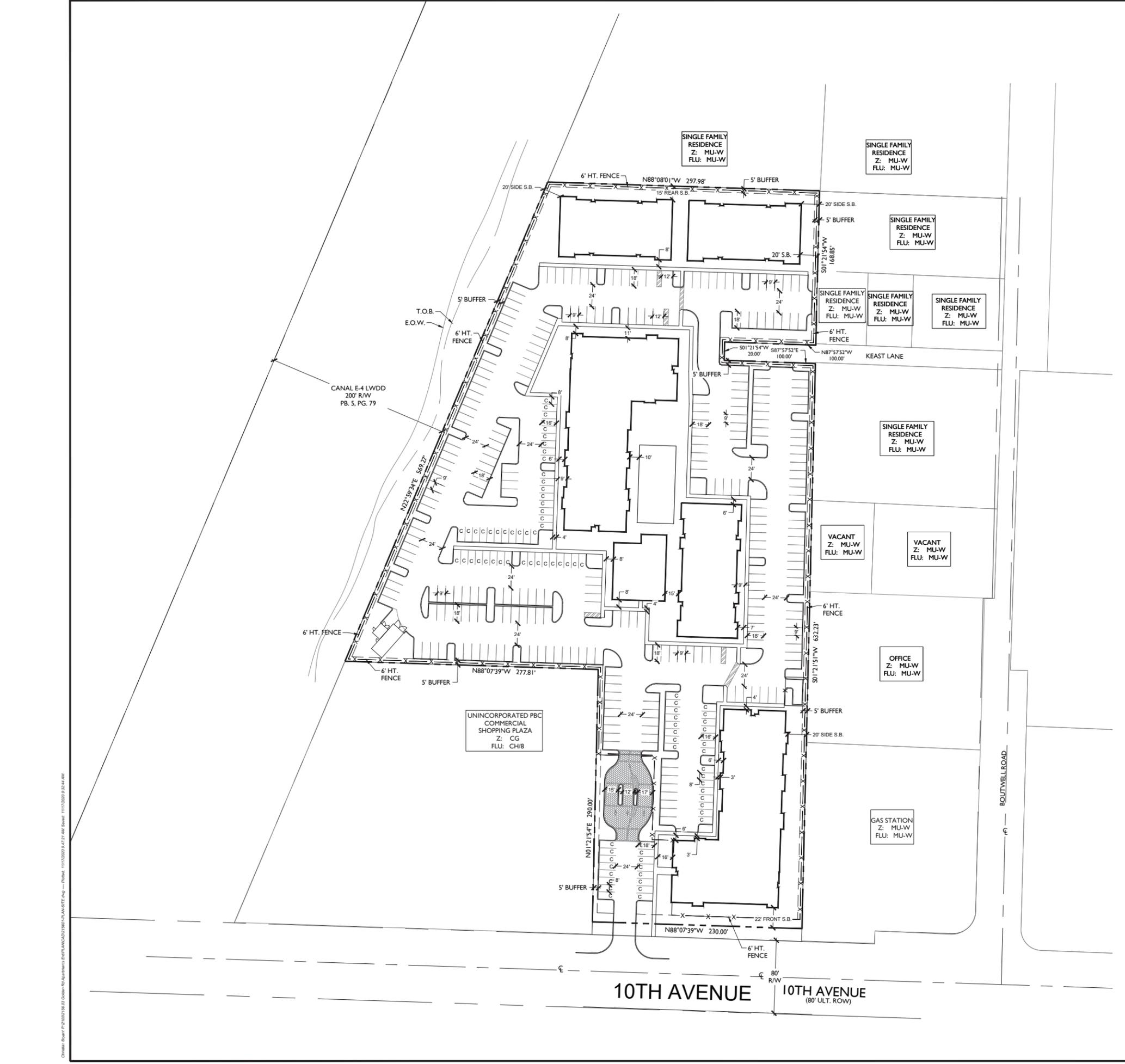
**SITE DATA**

APPLICATION NAME	GOLDEN ROAD APARTMENTS
PROJECT NO.	17-01400001
EXISTING LAND USE DESIGNATION	MU-W
PROPOSED LAND USE DESIGNATION	X
EXISTING ZONING DESIGNATION	MU-W
PROPOSED ZONING DISTRICT	X
SECTION / TOWNSHIP / RANGE	20/44/43
PROPERTY / CONTROL NUMBER(S)	00-43-44-20-01-026-0010, 00-43-44-20-01-004-0080 00-43-44-20-01-004-0030, 00-43-44-20-01-004-0120 00-4344-20-01-004-0060, 00-43-44-20-01-004-0010
EXISTING USE	VACANT
PROPOSED USE	APARTMENT HOMES
GROSS SITE AREA	278,340 SQ. FT. / 6.39 AC.
NET SITE AREA	275,058 SQ. FT. / 6.31 AC.
PROPOSED GROSS FLOOR AREA	X SF
TOTAL UNITS	235 UNITS
FAR	X
BUILDING LOT COVERAGE	X S.F. / X AC. (X%)
BUILDING HEIGHT*	MAX 30' (2 STORIES)
IMPERVIOUS	X S.F. / X AC. (X%)
PERVIOUS	X S.F. / X AC. (X%)
PARKING - TOTAL PROVIDED	376 SP.
CPMT SPACES	84 SP. (23%)

**PROPERTY DEVELOPMENT REGULATIONS**

ZONING DISTRICT	LOT DIMENSIONS				MAX. FAR	MAX. BLDG COVER	MIN. SETBACKS			
	DENSITY	WIDTH/FRONTAGE	DEPTH	DEPT			FRONT	SIDE	SIDE STREET	REAR
REQUIRED	MAX 30 DU/AC.	MIN. 75'	N/A	1.2*	35%	20'	20'	20'	15'	
PROPOSED	36.78 DU/AC.	230'	807'	x	x%	20'	20'	N/A	15'	

\* - FAR LIMITATION OF 0.70 FOR LOTS 7,500 SQUARE FEET AND GREATER IS INCREASED AN ADDITIONAL 0.50 UNDER THE SUSTAINABLE BONUS INCENTIVE PROGRAM.



NO.	DATE	DESCRIPTION	REVISIONS			
			BY	DATE	DESCRIPTION	BY
CAD 21500-PLANS/DWG						
JOB NO.	215001					
DRAWN BY	CB					
CHECK BY	YM					
DATE	2020-9-15					

AMENDMENTS

ZONING STAMP

**GOLDEN ROAD**  
 PRELIMINARY SITE PLAN

SHEET:  
 PSP-1

Created: 11/17/2020 10:52:00 AM by: 11/17/2020 10:52:00 AM  
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## **Exhibit 3: Approved Trip Distribution**

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December 6, 2017

William Waters, AIA, LEED AP, NCARB  
Community Development Director  
City of Lake Worth  
1900 2<sup>nd</sup> Avenue North  
Lake Worth, FL 33461

**RE: Golden Roads Apartments**  
**Project #: 170713**  
**Traffic Analysis**

Dear Mr. Waters:

Palm Beach County Traffic Division has reviewed the **Golden Roads Apartments** Traffic Analysis prepared by JFO Group, Inc., revised December 5, 2017, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

<b>Municipality:</b>	City of Lake Worth
<b>Location:</b>	Northwest corner of 10 <sup>th</sup> Avenue and Boutwell Road
<b>PCN #:</b>	38-43-44-20-01-026-0010
<b>Access:</b>	1 Full Access driveway on 10 <sup>th</sup> Avenue ( <u>Developer proposed – does not imply approval by the County through this TPS letter</u> )
<b>Existing Uses:</b>	Vacant
<b>Proposed Uses:</b>	189 DU of Apartments
<b>Net New Daily Trips:</b>	1,257
<b>Net New Peak Hour Trips:</b>	96 (19/77) AM and 117 (76/41) PM
<b>Build-out:</b>	December 31, 2019

Based on our review, the Traffic Division has determined the proposed development meets the Traffic Performance Standards of Palm Beach County, subject to the following conditions:

1. No Building Permits for the site may be issued after December 31, 2019.

Please note that a full access driveway on 10<sup>th</sup> Ave N, as proposed, may not be approved by the County due to safety and County Access Management Standards violations. Additional access (beyond a right-in/right-out only access on 10<sup>th</sup> Ave N) through Keast Ln or directly to Boutwell Rd must be explored. In any case, as noted above, this concurrency traffic study review is not a review or approval of the access point. A separate application process with the County will consider any potential access points that are located on County maintained roadways. A preliminary meeting involving the Developer/Agent, Traffic Division, Land Development Division, and Roadway Production Division to discuss access issues is highly recommended before a formal site plan application is submitted to the City. During that discussion process, more information/analysis may be requested.

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

**Department of Engineering  
and Public Works**  
P.O. Box 21229  
West Palm Beach, FL 33416-1229  
(561) 684-4000  
FAX: (561) 684-4050  
www.pbcgov.com



**Palm Beach County  
Board of County  
Commissioners**

- Melissa McKinlay, Mayor
- Mack Bernard, Vice Mayor
- Hal R. Valeche
- Paulette Burdick
- Dave Kerner
- Steven L. Abrams
- Mary Lou Berger

**County Administrator**

Verdenia C. Baker

*"An Equal Opportunity  
Affirmative Action Employer"*



William Waters, AIA, LEED AP, NCARB  
December 6, 2017  
Page 2

The TPS build out approval condition, as stated above, shall be incorporated into the municipal Development Order exactly as set forth above. No later than ten calendar days after approval of the Development Order, the municipality shall transmit an official, recorded copy of same to the County Engineer. In the event: 1) the municipal Development Order is not received by the County Engineer within fifteen calendar days after approval of same; or 2) the official, recorded Development Order does not contain the above condition exactly as set forth above, then the Traffic Division's conditional finding that this proposed development meets the Traffic Performance Standards of Palm Beach County shall be deemed rescinded and rendered void.

The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at (561) 684-4030, [Qbari@pbcgov.org](mailto:Qbari@pbcgov.org).

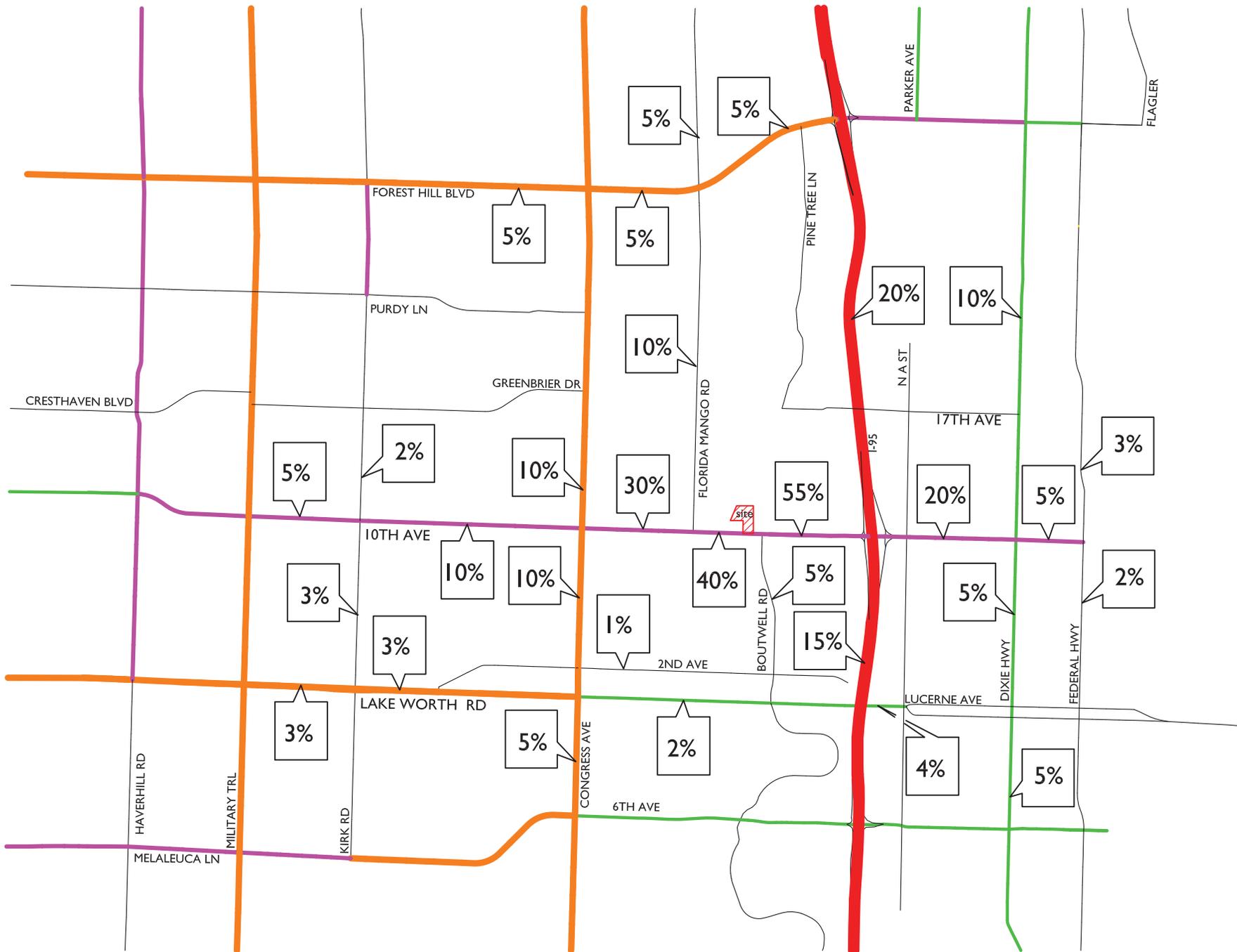
Sincerely,

Quazi Bari, P.E.  
Senior Professional Engineer  
Traffic Division

QB: bc

ec: Addressee  
Juan F. Ortega, P.E. - JFO Group, Inc.  
Steve Bohovsky - Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review  
F:\TRAFFIC\MMTMUNICIPALITIES\APPROVALS\2017\170713 - GOLDEN ROADS APARTMENTS.DOCX



N.T.S.

LEGEND	
2L	6L
3L	8L
4L	10L
5L	

## GOLDEN ROAD APARTMENTS

## FIGURE 3: PROJECT TRAFFIC ASSIGNMENT



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## **Exhibit 4: Intersection Analyses**

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### Critical Movement Analysis



#### 10th Avenue & Florida Mango Road Golden Road Apartments

**Input Data**

GR	=	1.71%
Peak Season	=	1.00
Traffic Count Year	=	2018
Buildout Year	=	2025
Years	=	7

AM Peak Hour		PM Peak Hour		235 Apartments
In	Out	In	Out	
22	63	63	40	

#### AM Peak Hour

AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 26, 2018	183	1,065	15	16	757	156	24	11	21	203	7	250
Peak Season Volume	183	1,065	15	16	757	156	24	11	21	203	7	250
2025 Historic Growth	206	1,199	17	18	852	176	27	12	24	229	8	282
Major Project Traffic <sup>1</sup>	0	126	0	0	152	0	0	0	0	22	0	22
Major Project Traffic + 1% growth	196	1,268	16	17	964	167	26	12	23	240	8	290
% Project Traffic	-	30%	-	-	30%	10%	-	-	-	10%	-	-
Project Traffic Direction	-	IN	-	-	OUT	OUT	-	-	-	IN	-	-
Project Traffic	-	7	-	-	19	6	-	-	-	2	-	-
2025 Total Traffic <sup>2</sup>	206	1,275	17	18	983	182	27	12	24	242	8	290

#### Critical Volume

No. of Lanes	1	2	-	1	2	1	1	1	-	2	-	1
Approach Volume	1,498			1,183			63			540		
Per Lane Volume <sup>3</sup>	206	646	-	18	492	0	27	36	-	125	-	24
North-South Critical	EB LT + WB TH = 698			WB LT + EB TH = 664								
East-West Critical	NB LT + SB RT = 51			SB LT + NB TH = 161								
Maximum Critical Sum	698			+ 161			= 859					

Status? **OK**

#### PM Peak Hour

PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 26, 2018	320	866	21	31	1,267	276	33	5	11	179	7	301
Peak Season Volume	320	866	21	31	1,267	276	33	5	11	179	7	301
2025 Historic Growth	360	975	24	35	1,427	311	37	6	12	202	8	339
Major Project Traffic <sup>1</sup>	0	254	0	0	263	0	0	0	0	41	0	41
Major Project Traffic + 1% growth	343	1,182	23	33	1,621	296	35	5	12	233	8	364
% Project Traffic	-	30%	-	-	30%	10%	-	-	-	10%	-	-
Project Traffic Direction	-	IN	-	-	OUT	OUT	-	-	-	IN	-	-
Project Traffic	-	19	-	-	12	4	-	-	-	6	-	-
2025 Total Traffic <sup>2</sup>	360	1,201	24	35	1,633	315	37	6	12	239	8	364

#### Critical Volume

No. of Lanes	1	2	-	1	2	1	1	1	-	2	-	1
Approach Volume	1,379			1,789			55			556		
Per Lane Volume <sup>3</sup>	360	510	0	35	817	146	37	18	-	109	-	0
North-South Critical	EB LT + WB TH = 1,080			WB LT + EB TH = 545								
East-West Critical	NB LT + SB RT = 37			SB LT + NB TH = 127								
Maximum Critical Sum	1,080			+ 127			= 1,207					

Status? **OK**

<sup>1</sup> Intersection Volume Development sheets from TPS seem not to be working at the time this analysis was prepared. In order to provide a conservative analysis, Link Sheets were used instead.

<sup>2</sup> Build out year traffic was estimated using the greater of the historical growth rate and committed development traffic+1% historical growth rate. Then, existing traffic and development traffic were added to the growth in the build-out year.

<sup>3</sup> Right-turn volume was adjusted based on the right turns on red and the overlapping left turns.

SIGNAL ID	E-W STREET	N-S STREET	DATE	TIME	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	TOTAL
35835	10th Ave N	Detroit St	8/28/2017	3:45 PM	0	34	5	52	0	54	2	78	0	67	1180	12	0	49	1441	25	2999
35870	10th Ave N	Dixie Hwy	12/3/2018	7:30 AM	0	165	430	18	0	69	591	125	0	162	153	93	0	0	370	19	2195
35870	10th Ave N	Dixie Hwy	12/3/2018	12:30 PM	0	170	317	17	0	38	352	102	0	167	192	122	0	0	181	12	1670
35870	10th Ave N	Dixie Hwy	12/3/2018	4:45 PM	0	217	510	32	0	65	556	121	0	206	285	102	0	0	242	15	2351
35870	10th Ave N	Dixie Hwy	5/17/2016	7:30 AM	0	291	485	16	0	63	413	145	0	141	182	227	0	1	357	22	2343
35870	10th Ave N	Dixie Hwy	5/17/2016	12:30 PM	0	278	476	20	0	39	430	196	0	203	168	226	0	3	182	20	2241
35870	10th Ave N	Dixie Hwy	5/17/2016	4:45 PM	0	314	516	26	0	64	613	167	0	222	244	267	0	3	251	20	2707
35820	10th Ave N	Fl Mango Rd	11/26/2018	7:45 AM	0	24	11	21	0	203	7	250	0	183	1065	15	0	16	757	156	2708
35820	10th Ave N	Fl Mango Rd	11/26/2018	11:00 AM	0	22	10	7	1	161	3	192	0	195	870	7	1	10	1032	120	2631
35820	10th Ave N	Fl Mango Rd	11/26/2018	4:45 PM	0	33	5	11	0	179	7	301	0	320	866	21	0	31	1267	276	3317
35820	10th Ave N	Fl Mango Rd	3/24/2015	7:30 AM	0	19	10	57	0	336	4	170	0	126	1220	12	0	22	911	151	3038
35820	10th Ave N	Fl Mango Rd	12/17/2015	7:30 AM	0	28	9	41	0	306	1	230	0	167	1458	33	0	16	848	144	3281
35820	10th Ave N	Fl Mango Rd	12/17/2015	12:30 PM	0	5	8	18	0	210	3	224	0	273	884	12	0	13	1029	165	2844
35820	10th Ave N	Fl Mango Rd	3/24/2015	4:45 PM	0	16	16	28	0	184	9	149	0	240	901	32	0	14	1314	192	3095
35820	10th Ave N	Fl Mango Rd	12/17/2015	4:45 PM	0	21	8	23	0	228	10	258	0	232	1164	25	2	36	1255	267	3529
35720	10th Ave N	Haverhill Rd	12/4/2017	7:00 AM	0	96	806	80	0	199	519	220	1	420	816	103	0	120	417	206	4003
35720	10th Ave N	Haverhill Rd	12/4/2017	2:15 PM	0	80	571	76	0	171	391	186	0	172	517	36	8	109	466	221	3004
35720	10th Ave N	Haverhill Rd	12/4/2017	4:45 PM	0	136	698	26	0	181	515	260	0	223	661	57	0	98	732	225	3812
35850	10th Ave N	I 95 East	7/24/2018	7:15 AM	0	461	0	207	0	0	0	0	0	733	829	0	0	0	529	492	3251
35850	10th Ave N	I 95 East	7/24/2018	12:00 PM	0	452	0	235	0	0	0	0	0	601	753	0	0	0	535	285	2861
35850	10th Ave N	I 95 East	7/24/2018	4:30 PM	0	549	0	403	0	0	0	0	0	694	1237	0	0	0	666	433	3982
35850	10th Ave N	I 95 East	11/29/2017	7:15 AM	0	514	0	242	0	0	0	0	0	921	1069	0	0	0	760	693	4199
35850	10th Ave N	I 95 East	11/29/2017	12:00 PM	0	522	0	255	0	0	0	0	0	850	1006	0	0	0	570	334	3537
35850	10th Ave N	I 95 East	11/29/2017	4:30 PM	0	614	0	615	0	0	0	0	0	826	1392	0	0	0	626	532	4605
35850	10th Ave N	I 95 East	3/25/2015	7:30 AM	0	602	0	239	0	0	0	0	0	602	810	0	0	0	773	628	3654
35850	10th Ave N	I 95 East	12/14/2015	7:30 AM	0	585	0	260	0	0	0	0	0	604	809	0	0	0	769	600	3627
35850	10th Ave N	I 95 East	12/14/2015	12:30 PM	0	568	0	237	0	0	0	0	0	467	814	0	0	0	605	337	3028
35850	10th Ave N	I 95 East	3/25/2015	4:45 PM	0	598	0	401	0	0	0	0	0	590	979	0	0	0	972	397	3937
35850	10th Ave N	I 95 East	12/14/2015	4:45 PM	0	631	0	452	0	0	0	0	0	596	1005	0	0	0	909	435	4028
35850	10th Ave N	I 95 West	7/24/2018	7:15 AM	0	0	0	0	0	403	0	557	0	0	805	546	0	461	582	0	3354
35850	10th Ave N	I 95 West	7/24/2018	12:00 PM	0	0	0	0	0	295	0	493	0	0	579	299	0	224	778	0	2668
35850	10th Ave N	I 95 West	7/24/2018	4:30 PM	0	0	0	0	0	514	0	506	0	0	972	389	0	289	1023	0	3693
35850	10th Ave N	I 95 West	11/29/2017	7:15 AM	0	0	0	0	0	446	0	760	0	0	921	495	0	348	966	0	3936
35850	10th Ave N	I 95 West	11/29/2017	12:00 PM	0	0	0	0	0	345	0	432	0	0	852	415	0	254	1238	0	3536
35850	10th Ave N	I 95 West	11/29/2017	4:30 PM	0	0	0	0	0	649	0	620	0	0	978	523	0	324	1686	0	4780
35850	10th Ave N	I 95 West	3/25/2015	7:30 AM	0	0	0	0	0	432	0	562	0	0	1022	689	0	365	1042	0	4112



Input Data

ROAD NAME: Florida Mango Rd      STATION: 4212  
 CURRENT YEAR: 2019      FROM: 10th Ave  
 ANALYSIS YEAR: 2025      TO: Midpoint  
 GROWTH RATE: 1.84%      COUNT DATE: 3/26/2019  
 PSF: 1

Report Created  
 11/14/2020

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	1005	645	369	1020	434	595
Peak Volume	1005	645	369	1020	434	595
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	1005	645	369	1020	434	595

Committed Developments							Type	% Complete
Circus Trix	0	0	0	2	1	1	NR	25%
Lake Worth Corners	3	1	2	6	4	3	Res	0%
Lake Worth Middle School	4	2	2	1	1	1	NR	77.20%
Walmart-Palm Springs	1	1	1	6	3	3	NR	75%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	2	1	1	2	1	1	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Waterville	0	0	0	0	0	0	Res	100%
WAWA - Forest Hill & Congress	0	0	0	0	0	0	NR	100%
2773 Public Charter School	11	6	5	2	1	1	NR	75%
Akal Property	13	9	5	16	6	9	Res	0%
<del>Golden Roads Apartments</del>	0	0	0	0	0	0	Res	0%
Waterside Plaza	9	4	5	30	15	15	NR	75%
RaceTrac Market	48	23	25	105	54	51	NR	25%
Total Committed Developments	91	47	46	170	86	85		
Total Committed Residential	16	10	7	22	10	12		
Total Committed Non-Residential	75	37	39	148	76	73		
Double Count Reduction	4	3	2	6	3	3		
Total Discounted Committed Developments	87	44	44	164	83	82		
Historical Growth	116	75	43	118	50	69		
Comm Dev+1% Growth	149	84	67	227	110	119		
Growth Volume Used	149	84	67	227	110	119		
Total Volume	1154	729	436	1247	544	714		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
	Input Data							
	ROAD NAME: 10th Ave N			STATION: 4203			Report Created	
	CURRENT YEAR: 2019			FROM: Midpoint			11/14/2020	
	ANALYSIS YEAR: 2025			TO: Florida Mango Rd				
	GROWTH RATE: -0.60%			COUNT DATE: 3/13/2019				
				PSF: 1				

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

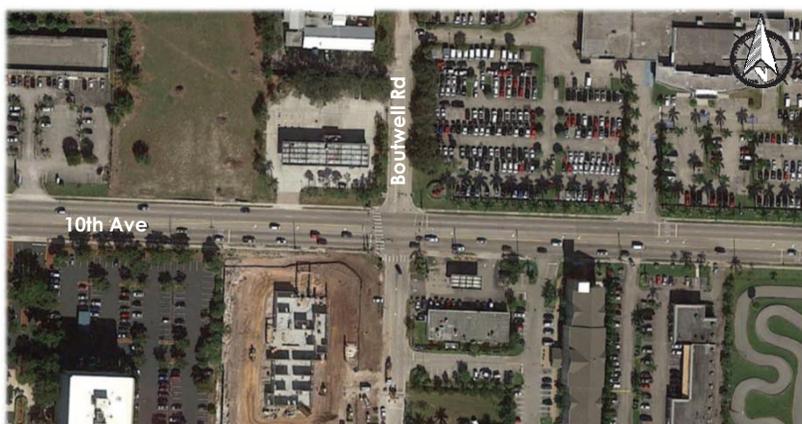
Committed Developments Type % Complete

Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Buena Vista Commerce Park	2	0	2	2	2	0	NR	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	8	7	1	10	3	7	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	3	1	4	1	2	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	24	11	13	20	10	10	NR	0%
Akal Property	40	14	26	47	28	19	Res	0%
<del>Golden Roads Apartments</del>	0	0	0	0	0	0	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	12	6	5	37	18	19	NR	75%
RaceTrac Market	73	38	35	157	77	80	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
Total Committed Developments	272	133	138	518	264	253		
Total Committed Residential	60	26	33	78	41	35		
Total Committed Non-Residential	212	107	105	440	223	218		
Double Count Reduction	15	7	8	20	10	9		
Total Discounted Committed Developments	257	126	130	498	254	244		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	442	228	216	693	352	341		
Growth Volume Used	442	228	216	693	352	341		
Total Volume	3447	1889	1620	3864	1945	1919		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO



### Critical Movement Analysis



#### 10th Avenue & Boutwell Road Golden Road Apartments

##### Input Data

GR	=	1.71%
Peak Season	=	1.00
Traffic Count Year	=	2017
Buildout Year	=	2025
Years	=	8

AM Peak Hour		PM Peak Hour		235 Apartments
In	Out	In	Out	
22	63	63	40	

#### AM Peak Hour

AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 16, 2017	8	1,052	166	253	873	20	135	12	197	29	9	13
Peak Season Volume	8	1,052	166	253	873	20	135	12	197	29	9	13
2025 Historic Growth	9	1,205	190	290	1,000	23	155	14	226	33	10	15
Major Project Traffic <sup>1</sup>	0	129	0	0	85	0	27	0	27	0	0	0
Major Project Traffic + 1% growth	9	1,268	180	274	1,030	22	173	13	240	31	10	14
% Project Traffic	-	55%	5%	-	55%	-	5%	-	-	-	-	-
Project Traffic Direction	-	OUT	OUT	-	IN	-	IN	-	-	-	-	-
Project Traffic	-	35	3	-	12	-	1	-	-	-	-	-
2025 Total Traffic <sup>2</sup>	9	1,303	193	290	1,042	23	174	14	240	33	10	15

#### Critical Volume

No. of Lanes	1	2	-	1	2	-	1	1	-	1	1	-
Approach Volume	1,442			1,325			396			58		
Per Lane Volume <sup>3</sup>	9	717	-	290	518	-	-	396	-	33	25	-
North-South Critical	EB LT + WB TH = 527			WB LT + EB TH = 1,007								
East-West Critical	NB LT + SB RT = 25			SB LT + NB TH = 429								
Maximum Critical Sum	1,007 + 429 = 1,436											

Status? **HCS LOS = C**

#### PM Peak Hour

PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume November 16, 2017	8	834	188	206	1,272	13	166	11	163	28	29	20
Peak Season Volume	8	834	188	206	1,272	13	166	11	163	28	29	20
2025 Historic Growth	9	955	215	236	1,457	15	190	13	187	32	33	23
Major Project Traffic <sup>1</sup>	0	285	0	0	157	0	32	0	31	0	0	0
Major Project Traffic + 1% growth	9	1,188	204	223	1,534	14	212	12	208	30	31	22
% Project Traffic	-	55%	5%	-	55%	-	5%	-	-	-	-	-
Project Traffic Direction	-	OUT	OUT	-	IN	-	IN	-	-	-	-	-
Project Traffic	-	22	2	-	35	-	3	-	-	-	-	-
2025 Total Traffic <sup>2</sup>	9	1,210	217	236	1,569	15	215	13	208	32	33	23

#### Critical Volume

No. of Lanes	1	2	-	1	2	1	-	1	-	1	-	0
Approach Volume	1,436			1,820			436			88		
Per Lane Volume <sup>3</sup>	9	714	-	236	792	-	-	436	-	32	56	-
North-South Critical	EB LT + WB TH = 801			WB LT + EB TH = 950								
East-West Critical	NB LT + SB TH = 56			SB LT + NB TH = 468								
Maximum Critical Sum	950 + 468 = 1,418											

Status? **HCS LOS = B**

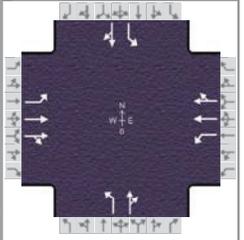
<sup>1</sup> Intersection Volume Development sheets from TPS seem not to be working at the time this analysis was prepared. In order to provide a conservative analysis, Link Sheets were used instead.

<sup>2</sup> Build out year traffic was estimated using the greater of the historical growth rate and committed development traffic+1% historical growth rate. Then, existing traffic and development traffic were added to the growth in the build-out year.

<sup>3</sup> Right-turn volume was adjusted based on the right turns on red and the overlapping left turns

## HCS7 Signalized Intersection Input Data

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	AM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	AM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

Signal Information				EB			WB			NB			SB		
Cycle, s	160.0	Reference Phase	2	Green	92.4	15.9	32.7	0.0	0.0	0.0	1	2	3	4	
Offset, s	0	Reference Point	End	Yellow	4.5	4.5	4.0	0.0	0.0	0.0	5	6	7	8	
Uncoordinated	No	Simult. Gap E/W	On	Red	2.0	2.0	2.0	0.0	0.0	0.0					
Force Mode	Fixed	Simult. Gap N/S	On												

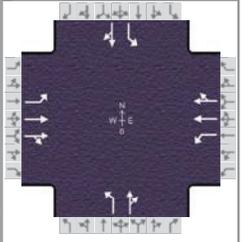
Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15
Initial Queue (Q <sub>b</sub> ), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s <sub>0</sub> ), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N <sub>m</sub> ), man/h	None			None			None			None		
Heavy Vehicles (P <sub>HV</sub> ), %	0	0	0	0	0	0	0	0	0	0	0	0
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N <sub>b</sub> ), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)	3	4	3	3	4	3	3	3	3	3	3	3
Upstream Filtering (I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0		0	0		0	0		0	0	
Grade (P <sub>g</sub> ), %		0			0			0			0	
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G <sub>max</sub> ) or Phase Split, s		85.0	25.0	110.0		50.0		50.0
Yellow Change Interval (Y), s		4.5	4.5	4.5		4.0		4.0
Red Clearance Interval (R <sub>c</sub> ), s		2.0	2.0	2.0		2.0		2.0
Minimum Green (G <sub>min</sub> ), s		20	4	20		6		6
Start-Up Lost Time (lt), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s		2.0	2.0	2.0		2.0		2.0
Recall Mode		Min	Off	Min		Off		Off
Dual Entry		Yes	No	Yes		Yes		Yes
Walk (Walk), s		10.0		7.0		7.0		10.0
Pedestrian Clearance Time (PC), s		14.0		16.0		20.0		22.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0	No	25									
Walkway / Crosswalk Width / Length, ft	9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0
Street Width / Island / Curb	0	0	No									
Width Outside / Bike Lane / Shoulder, ft	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0
Pedestrian Signal / Occupied Parking	No	0.50										

# HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	AM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	AM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand ( v ), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

Signal Information				Phase Diagram									
Cycle, s	160.0	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	No	Simult. Gap E/W	On										
Force Mode	Fixed	Simult. Gap N/S	On										
		Green	92.4	15.9	32.7	0.0	0.0	0.0					
		Yellow	4.5	4.5	4.0	0.0	0.0	0.0					
		Red	2.0	2.0	2.0	0.0	0.0	0.0					

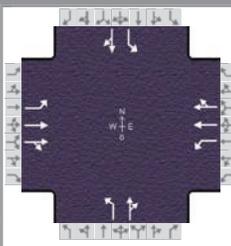
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		8
Case Number		6.4	1.0	4.0		6.0		6.0
Phase Duration, s		98.9	22.4	121.3		38.7		38.7
Change Period, ( Y+R <sub>c</sub> ), s		6.5	6.5	6.5		6.0		6.0
Max Allow Headway ( MAH ), s		0.0	3.1	0.0		3.3		3.3
Queue Clearance Time ( g <sub>s</sub> ), s			15.7			27.1		31.8
Green Extension Time ( g <sub>e</sub> ), s		0.0	0.1	0.0		1.0		0.9
Phase Call Probability			1.00			1.00		1.00
Max Out Probability			1.00			0.00		0.01

Movement Group Results	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate ( v ), veh/h	9	799	776	305	563	558	183	267		35	26	
Adjusted Saturation Flow Rate ( s ), veh/h/ln	510	1900	1815	1810	1900	1885	1406	1624		1130	1715	
Queue Service Time ( g <sub>s</sub> ), s	1.4	35.2	41.1	13.7	3.4	4.2	19.3	25.1		4.8	2.0	
Cycle Queue Clearance Time ( g <sub>c</sub> ), s	5.8	35.2	41.1	13.7	3.4	4.2	21.2	25.1		29.8	2.0	
Green Ratio ( g/C )	0.58	0.58	0.58	0.66	0.72	0.72	0.20	0.20		0.20	0.20	
Capacity ( c ), veh/h	325	1097	1047	326	1363	1352	316	332		100	351	
Volume-to-Capacity Ratio ( X )	0.029	0.728	0.741	0.937	0.413	0.413	0.579	0.805		0.347	0.075	
Back of Queue ( Q ), ft/ln ( 95 th percentile)	8	452.7	553.7	541.4	54.4	63.8	282	405.5		64.1	38.9	
Back of Queue ( Q ), veh/ln ( 95 th percentile)	0.3	18.1	22.1	21.7	2.2	2.6	11.3	16.2		2.6	1.6	
Queue Storage Ratio ( RQ ) ( 95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Uniform Delay ( d <sub>1</sub> ), s/veh	16.6	11.8	15.3	59.7	1.1	1.3	59.9	60.6		74.7	51.4	
Incremental Delay ( d <sub>2</sub> ), s/veh	0.2	4.2	4.7	33.3	0.9	0.9	0.6	5.5		0.8	0.0	
Initial Queue Delay ( d <sub>3</sub> ), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay ( d ), s/veh	16.7	16.1	20.0	93.1	2.0	2.3	60.6	66.1		75.5	51.4	
Level of Service ( LOS )	B	B	B	F	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	18.0		B	21.6		C	63.9		E	65.1		E
Intersection Delay, s/veh / LOS	26.1						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.96	B	1.87	B	2.31	B	2.31	B
Bicycle LOS Score / LOS	1.79	B	1.66	B	1.23	A	0.59	A

## HCS7 Signalized Intersection Intermediate Values

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	AM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd	File Name	AM_2025_10th Ave and Boutwell.xus				
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand ( v ), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

Signal Information				Signal Phases									
Cycle, s	160.0	Reference Phase	2										
Offset, s	0	Reference Point	End	Green	92.4	15.9	32.7	0.0	0.0	0.0			
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	0.0	0.0	0.0			

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor ( $f_w$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles and Grade Factor ( $f_{HVg}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Parking Activity Adjustment Factor ( $f_p$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor ( $f_{bb}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor ( $f_a$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Lane Utilization Adjustment Factor ( $f_{LU}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor ( $f_{LT}$ )	0.269	0.000		0.952	0.000		0.740	0.000		0.595	0.000	
Right-Turn Adjustment Factor ( $f_{RT}$ )		0.955	0.955		0.992	0.992		0.855	0.855		0.903	0.903
Left-Turn Pedestrian Adjustment Factor ( $f_{LPB}$ )	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor ( $f_{RPB}$ )			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor ( $f_{wz}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
DDI Factor ( $f_{DDI}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Movement Saturation Flow Rate (s), veh/h	510	3240	475	1810	3704	82	1406	90	1534	1130	686	1029
Proportion of Vehicles Arriving on Green (P)	0.58	0.77	0.58	0.10	0.96	0.72	0.20	0.20	0.20	0.20	0.20	0.20
Incremental Delay Factor (k)	0.50	0.50	0.50	0.44	0.50	0.50	0.04	0.13		0.04	0.04	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time ( $t_L$ )		6.5	6.5	6.5		6.0		6.0
Green Ratio ( $g/C$ )		0.58	0.66	0.72		0.20		0.20
Permitted Saturation Flow Rate ( $s_p$ ), veh/h/ln		510	331	0		1406		1130
Shared Saturation Flow Rate ( $s_{sh}$ ), veh/h/ln								
Permitted Effective Green Time ( $g_p$ ), s		92.4	90.4	0.0		32.7		32.7
Permitted Service Time ( $g_u$ ), s		87.9	48.8	0.0		30.9		7.8
Permitted Queue Service Time ( $g_{ps}$ ), s		1.4	48.8			19.3		4.8
Time to First Blockage ( $g_t$ ), s		0.0	0.0	0.0		0.0		0.0
Queue Service Time Before Blockage ( $g_{ts}$ ), s								
Protected Right Saturation Flow ( $s_R$ ), veh/h/ln								
Protected Right Effective Green Time ( $g_R$ ), s								

Multimodal	EB			WB			NB			SB		
Pedestrian $F_w / F_v$	1.198	0.000		1.198	0.000		1.557	0.000		1.557	0.000	
Pedestrian $F_s / F_{delay}$	0.000	0.167		0.000	0.074		0.000	0.157		0.000	0.157	
Pedestrian $M_{corner} / M_{cw}$												
Bicycle $c_b / d_b$	198.36	64.92		1434.87	6.39		408.88	50.63		408.88	50.63	
Bicycle $F_w / F_v$	-3.64	1.31		-3.64	1.18		-3.64	0.74		-3.64	0.10	

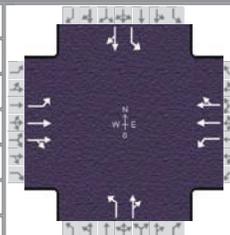
# HCS7 Signalized Intersection Results Graphical Summary

## General Information

Agency	PBC
Analyst	JFO
Jurisdiction	PBC
Urban Street	10th Avenue
Intersection	10th Ave & Boutwell Rd
Project Description	Golden Road Apartments

## Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.95
Analysis Period	1 > 7:00
File Name	AM_2025_10th Ave and Boutwell.xus



## Demand Information

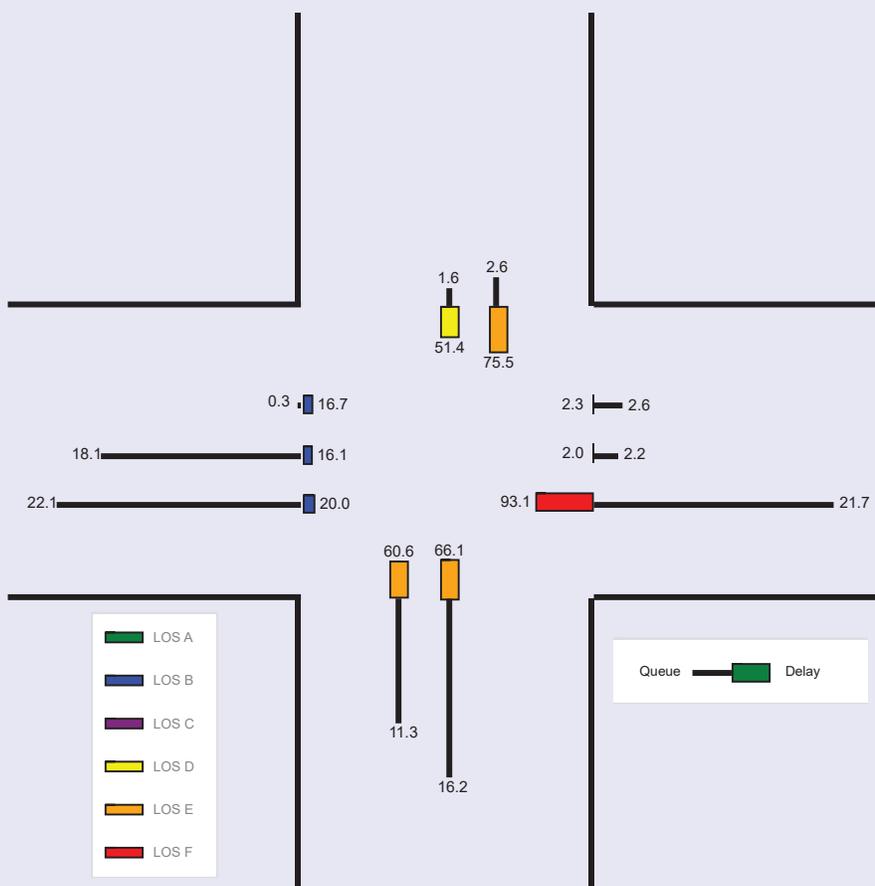
Approach Movement	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Demand ( v ), veh/h	9	1303	193	290	1042	23	174	14	240	33	10	15

## Signal Information

Cycle, s	160.0	Reference Phase	2	[Diagram: EB, WB, NB, SB]				[Diagram: Signal Phases 1-8]					
Offset, s	0	Reference Point	End	Green	92.4	15.9	32.7	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		

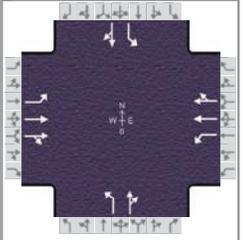
## Movement Group Results

Approach Movement	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue ( Q ), ft/ln ( 95 th percentile)	8	452.7	553.7	541.4	54.4	63.8	282	405.5		64.1	38.9	
Back of Queue ( Q ), veh/ln ( 95 th percentile)	0.3	18.1	22.1	21.7	2.2	2.6	11.3	16.2		2.6	1.6	
Queue Storage Ratio ( RQ ) ( 95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Control Delay ( d ), s/veh	16.7	16.1	20.0	93.1	2.0	2.3	60.6	66.1		75.5	51.4	
Level of Service ( LOS)	B	B	B	F	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	18.0	B		21.6	C		63.9	E		65.1	E	
Intersection Delay, s/veh / LOS	26.1						C					



## HCS7 Signalized Intersection Input Data

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	PM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	PM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

Signal Information				EB				WB				NB				SB			
Cycle, s	160.0	Reference Phase	2																
Offset, s	0	Reference Point	End	Green	99.9	7.7	33.3	0.0	0.0	0.0									
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0									
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	0.0	0.0	0.0									

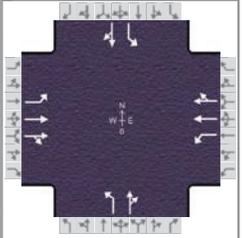
Traffic Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (v), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23
Initial Queue (Q <sub>b</sub> ), veh/h	0	0	0	0	0	0	0	0	0	0	0	0
Base Saturation Flow Rate (s <sub>0</sub> ), veh/h	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Parking (N <sub>m</sub> ), man/h	None			None			None			None		
Heavy Vehicles (P <sub>HV</sub> ), %	0	0		0	0		0	0		0	0	
Ped / Bike / RTOR, /h	0	0	0	0	0	0	0	0	0	0	0	0
Buses (N <sub>b</sub> ), buses/h	0	0	0	0	0	0	0	0	0	0	0	0
Arrival Type (AT)	3	4	3	3	4	3	3	3	3	3	3	3
Upstream Filtering (I)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Lane Width (W), ft	12.0	12.0		12.0	12.0		12.0	12.0		12.0	12.0	
Turn Bay Length, ft	0	0		0	0		0	0		0	0	
Grade (P <sub>g</sub> ), %	0			0			0			0		
Speed Limit, mi/h	35	35	35	35	35	35	35	35	35	35	35	35

Phase Information	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Maximum Green (G <sub>max</sub> ) or Phase Split, s		80.0	30.0	110.0		50.0		50.0
Yellow Change Interval (Y), s		4.5	4.5	4.5		4.0		4.0
Red Clearance Interval (R <sub>c</sub> ), s		2.0	2.0	2.0		2.0		2.0
Minimum Green (G <sub>min</sub> ), s		20	4	20		6		6
Start-Up Lost Time (lt), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Extension of Effective Green (e), s	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Passage (PT), s		2.0	2.0	2.0		2.0		2.0
Recall Mode		Min	Off	Min		Off		Off
Dual Entry		Yes	No	Yes		Yes		Yes
Walk (Walk), s		10.0		7.0		7.0		10.0
Pedestrian Clearance Time (PC), s		14.0		16.0		20.0		22.0

Multimodal Information	EB			WB			NB			SB		
85th % Speed / Rest in Walk / Corner Radius	0	No	25									
Walkway / Crosswalk Width / Length, ft	9.0	12	0	9.0	12	0	9.0	12	0	9.0	12	0
Street Width / Island / Curb	0	0	No									
Width Outside / Bike Lane / Shoulder, ft	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0	12	5.0	2.0
Pedestrian Signal / Occupied Parking	No	0.50										

## HCS7 Signalized Intersection Results Summary

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	PM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	PM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand ( v ), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

Signal Information												
Cycle, s	160.0	Reference Phase	2									
Offset, s	0	Reference Point	End									
Uncoordinated	No	Simult. Gap E/W	On									
Force Mode	Fixed	Simult. Gap N/S	On									
		Green	99.9	7.7	33.3	0.0	0.0	0.0				
		Yellow	4.5	4.5	4.0	0.0	0.0	0.0				
		Red	2.0	2.0	2.0	0.0	0.0	0.0				

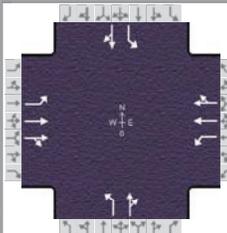
Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase		6	5	2		4		8
Case Number		6.4	1.0	4.0		6.0		6.0
Phase Duration, s		106.4	14.2	120.7		39.3		39.3
Change Period, ( Y+R <sub>c</sub> ), s		6.5	6.5	6.5		6.0		6.0
Max Allow Headway ( MAH ), s		0.0	3.1	0.0		3.3		3.3
Queue Clearance Time ( g <sub>s</sub> ), s			6.6			32.3		27.5
Green Extension Time ( g <sub>e</sub> ), s		0.0	0.8	0.0		1.0		1.1
Phase Call Probability			1.00			1.00		1.00
Max Out Probability			1.00			0.01		0.00

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	1	6	16	5	2	12	7	4	14	3	8	18
Adjusted Flow Rate ( v ), veh/h	9	766	737	248	834	833	226	233		34	59	
Adjusted Saturation Flow Rate ( s ), veh/h/ln	302	1900	1800	1810	1900	1894	1365	1625		1166	1769	
Queue Service Time ( g <sub>s</sub> ), s	2.3	23.6	30.8	4.6	8.2	9.0	26.0	21.2		4.4	4.4	
Cycle Queue Clearance Time ( g <sub>c</sub> ), s	11.8	23.6	30.8	4.6	8.2	9.0	30.3	21.2		25.5	4.4	
Green Ratio ( g/C )	0.62	0.62	0.62	0.66	0.71	0.71	0.21	0.21		0.21	0.21	
Capacity ( c ), veh/h	215	1184	1121	281	1356	1351	293	338		134	368	
Volume-to-Capacity Ratio ( X )	0.044	0.647	0.657	0.884	0.615	0.616	0.773	0.687		0.251	0.160	
Back of Queue ( Q ), ft/ln ( 95 th percentile)	8.2	271.2	401.2	438.7	101.7	108.4	361.5	342.9		59.8	88.3	
Back of Queue ( Q ), veh/ln ( 95 th percentile)	0.3	10.8	16.0	17.5	4.1	4.3	14.5	13.7		2.4	3.5	
Queue Storage Ratio ( RQ ) ( 95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Uniform Delay ( d <sub>1</sub> ), s/veh	15.7	7.1	10.6	53.4	1.3	1.5	64.3	58.5		70.3	51.9	
Incremental Delay ( d <sub>2</sub> ), s/veh	0.4	2.7	3.0	25.3	2.1	2.1	4.9	1.4		0.4	0.1	
Initial Queue Delay ( d <sub>3</sub> ), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0		0.0	0.0	
Control Delay ( d ), s/veh	16.1	9.8	13.7	78.7	3.4	3.6	69.2	59.9		70.6	51.9	
Level of Service ( LOS )	B	A	B	E	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	11.7		B	13.2		B	64.5		E	58.7		E
Intersection Delay, s/veh / LOS	19.6						B					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	1.97	B	1.87	B	2.31	B	2.31	B
Bicycle LOS Score / LOS	1.73	B	2.07	B	1.24	A	0.64	A

## HCS7 Signalized Intersection Intermediate Values

General Information				Intersection Information			
Agency	PBC			Duration, h	0.250		
Analyst	JFO	Analysis Date	Nov 17, 2020	Area Type	Other		
Jurisdiction	PBC	Time Period	PM	PHF	0.95		
Urban Street	10th Avenue	Analysis Year	2025	Analysis Period	1 > 7:00		
Intersection	10th Ave & Boutwell Rd		File Name	PM_2025_10th Ave and Boutwell.xus			
Project Description	Golden Road Apartments						



Demand Information	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Approach Movement												
Demand ( v ), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

Signal Information													
Cycle, s	160.0	Reference Phase	2										
Offset, s	0	Reference Point	End										
Uncoordinated	No	Simult. Gap E/W	On	Green	99.9	7.7	33.3	0.0	0.0	0.0			
Force Mode	Fixed	Simult. Gap N/S	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0			
				Red	2.0	2.0	2.0	0.0	0.0	0.0			

Saturation Flow / Delay	L	T	R	L	T	R	L	T	R	L	T	R
Lane Width Adjustment Factor ( $f_w$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Heavy Vehicles and Grade Factor ( $f_{HVg}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Parking Activity Adjustment Factor ( $f_p$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Bus Blockage Adjustment Factor ( $f_{bb}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Area Type Adjustment Factor ( $f_a$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Lane Utilization Adjustment Factor ( $f_{LU}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Left-Turn Adjustment Factor ( $f_{LT}$ )	0.159	0.000		0.952	0.000		0.719	0.000		0.614	0.000	
Right-Turn Adjustment Factor ( $f_{RT}$ )		0.947	0.947		0.997	0.997		0.855	0.855		0.931	0.931
Left-Turn Pedestrian Adjustment Factor ( $f_{LPB}$ )	1.000			1.000			1.000			1.000		
Right-Turn Ped-Bike Adjustment Factor ( $f_{RPB}$ )			1.000			1.000			1.000			1.000
Work Zone Adjustment Factor ( $f_{wz}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
DDI Factor ( $f_{DDI}$ )	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000
Movement Saturation Flow Rate (s), veh/h	302	3141	558	1810	3758	36	1365	96	1529	1166	1043	727
Proportion of Vehicles Arriving on Green (P)	0.62	0.83	0.62	0.05	0.95	0.71	0.21	0.21	0.21	0.21	0.21	0.21
Incremental Delay Factor (k)	0.50	0.50	0.50	0.38	0.50	0.50	0.12	0.06		0.04	0.04	

Signal Timing / Movement Groups	EBL	EBT/R	WBL	WBT/R	NBL	NBT/R	SBL	SBT/R
Lost Time ( $t_L$ )		6.5	6.5	6.5		6.0		6.0
Green Ratio ( $g/C$ )		0.62	0.66	0.71		0.21		0.21
Permitted Saturation Flow Rate ( $s_p$ ), veh/h/ln		302	355	0		1365		1166
Shared Saturation Flow Rate ( $s_{sh}$ ), veh/h/ln								
Permitted Effective Green Time ( $g_p$ ), s		99.7	97.7	0.0		33.3		33.3
Permitted Service Time ( $g_u$ ), s		90.1	65.7	0.0		29.0		12.2
Permitted Queue Service Time ( $g_{ps}$ ), s		2.3	65.7			26.0		4.4
Time to First Blockage ( $g_t$ ), s		0.0	0.0	0.0		0.0		0.0
Queue Service Time Before Blockage ( $g_{ts}$ ), s								
Protected Right Saturation Flow ( $s_R$ ), veh/h/ln								
Protected Right Effective Green Time ( $g_R$ ), s								

Multimodal	EB			WB			NB			SB		
Pedestrian $F_w / F_v$	1.198	0.000		1.198	0.000		1.557	0.000		1.557	0.000	
Pedestrian $F_s / F_{delay}$	0.000	0.172		0.000	0.075		0.000	0.157		0.000	0.157	
Pedestrian $M_{corner} / M_{cw}$												
Bicycle $c_b / d_b$	96.67	72.45		1427.29	6.56		416.46	50.15		416.46	50.15	
Bicycle $F_w / F_v$	-3.64	1.25		-3.64	1.58		-3.64	0.76		-3.64	0.15	

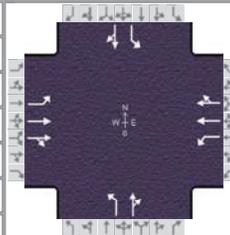
# HCS7 Signalized Intersection Results Graphical Summary

## General Information

Agency	PBC
Analyst	JFO
Jurisdiction	PBC
Urban Street	10th Avenue
Intersection	10th Ave & Boutwell Rd
Project Description	Golden Road Apartments

## Intersection Information

Duration, h	0.250
Area Type	Other
PHF	0.95
Analysis Period	1 > 7:00
File Name	PM_2025_10th Ave and Boutwell.xus



## Demand Information

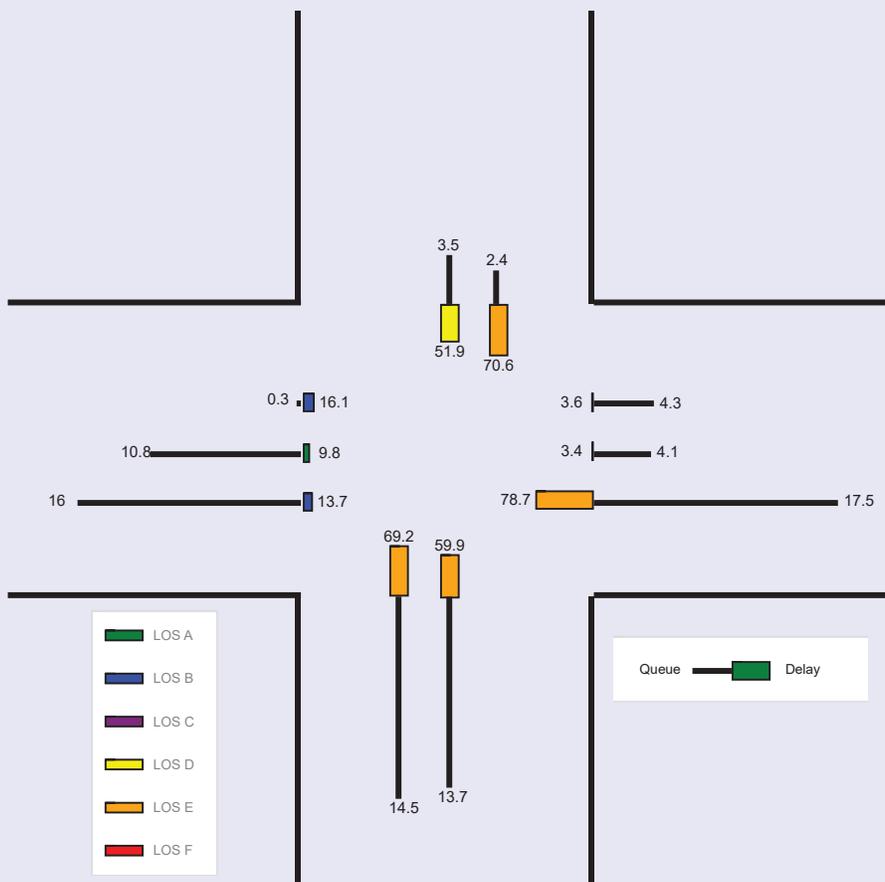
Approach Movement	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Demand ( v ), veh/h	9	1210	217	236	1569	15	215	13	208	32	33	23

## Signal Information

Cycle, s	160.0	Reference Phase	2	[Diagram: EB, WB, NB, SB]				[Diagram: Signal Phases 1-8]					
Offset, s	0	Reference Point	End	Green	99.9	7.7	33.3	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		
Uncoordinated	No	Simult. Gap E/W	On	Yellow	4.5	4.5	4.0	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	2.0	2.0	0.0	0.0	0.0	[Diagram: Signal Phases 1-8]		

## Movement Group Results

Approach Movement	EB			WB			NB			SB		
	L	T	R	L	T	R	L	T	R	L	T	R
Back of Queue ( Q ), ft/ln ( 95 th percentile)	8.2	271.2	401.2	438.7	101.7	108.4	361.5	342.9		59.8	88.3	
Back of Queue ( Q ), veh/ln ( 95 th percentile)	0.3	10.8	16.0	17.5	4.1	4.3	14.5	13.7		2.4	3.5	
Queue Storage Ratio ( RQ ) ( 95 th percentile)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00		0.00	0.00	
Control Delay ( d ), s/veh	16.1	9.8	13.7	78.7	3.4	3.6	69.2	59.9		70.6	51.9	
Level of Service ( LOS)	B	A	B	E	A	A	E	E		E	D	
Approach Delay, s/veh / LOS	11.7	B		13.2	B		64.5	E		58.7	E	
Intersection Delay, s/veh / LOS	19.6						B					





# PBC Traffic Division - Hand Turning Movement Counts

## Signalized Intersection Turning Movement Counts: Jan 2015 - Mar 12, 2020

SIGNAL ID	E-W STREET	N-S STREET	DATE	TIME	NBU	NBL	NBT	NBR	SBU	SBL	SBT	SBR	EBU	EBL	EBT	EBR	WBU	WBL	WBT	WBR	TOTAL
35860	10th Ave N	A St	7/23/2018	7:15 AM	0	117	27	10	0	2	28	224	0	89	679	106	0	10	860	7	2159
35860	10th Ave N	A St	7/23/2018	12:00 PM	0	132	32	13	0	5	23	94	0	74	735	71	0	19	752	7	1957
35860	10th Ave N	A St	7/24/2018	4:30 PM	0	121	106	9	0	13	43	141	0	110	1302	85	0	28	797	19	2774
35860	10th Ave N	A St	12/14/2015	7:30 AM	0	154	29	15	0	5	24	246	0	101	742	146	0	18	999	9	2488
35860	10th Ave N	A St	12/14/2015	12:30 PM	0	81	23	16	0	11	27	107	0	100	737	64	0	12	770	11	1959
35860	10th Ave N	A St	12/14/2015	4:45 PM	0	155	40	25	0	6	36	162	1	181	1068	173	0	23	885	16	2771
35840	10th Ave N	Barnett Dr	7/25/2018	7:15 AM	0	83	12	247	0	40	12	33	0	21	960	92	2	310	1007	117	2936
35840	10th Ave N	Barnett Dr	7/25/2018	12:00 PM	0	122	8	206	0	48	1	29	0	23	944	137	3	198	1082	55	2856
35840	10th Ave N	Barnett Dr	7/25/2018	4:30 PM	0	153	7	327	0	125	19	54	0	24	1004	123	1	242	1347	39	3465
35840	10th Ave N	Barnett Dr	10/1/2015	7:45 AM	0	19	20	142	0	152	5	45	0	37	1140	53	0	158	1248	199	3218
35840	10th Ave N	Barnett Dr	10/1/2015	3:15 PM	0	47	15	109	0	225	13	75	0	43	1070	39	0	125	1401	115	3277
35830	10th Ave N	Boutwell Rd	11/16/2017	7:15 AM	0	135	12	197	0	29	9	13	0	8	1052	166	1	252	873	20	2767
35830	10th Ave N	Boutwell Rd	11/16/2017	12:00 PM	0	161	2	142	0	18	4	9	0	16	860	139	0	142	1022	13	2528
35830	10th Ave N	Boutwell Rd	11/16/2017	4:45 PM	0	166	11	163	0	28	29	20	0	8	834	188	0	206	1272	13	2938
35830	10th Ave N	Boutwell Rd	2/2/2015	7:30 AM	0	91	5	209	0	28	7	10	0	17	1302	133	0	179	979	17	2977
35830	10th Ave N	Boutwell Rd	2/2/2015	4:45 PM	0	153	9	171	0	38	19	21	0	14	1183	181	0	202	1416	22	3429
35810	10th Ave N	Congress Ave	11/29/2017	7:15 AM	3	138	1020	324	4	204	1130	119	14	440	641	294	1	393	390	245	5360
35810	10th Ave N	Congress Ave	11/29/2017	12:00 PM	23	202	852	364	15	248	806	108	5	241	602	209	9	460	595	244	4983
35810	10th Ave N	Congress Ave	11/29/2017	4:30 PM	18	258	1065	354	9	252	1115	251	30	243	620	226	3	446	913	318	6121
35810	10th Ave N	Congress Ave	3/25/2015	7:30 AM	7	107	744	288	1	269	1043	81	7	207	751	273	2	385	514	222	4901
35810	10th Ave N	Congress Ave	12/17/2015	7:30 AM	13	129	865	293	8	294	1124	103	8	249	790	202	8	474	618	258	5436
35810	10th Ave N	Congress Ave	12/17/2015	12:30 PM	26	148	704	220	17	274	834	132	4	181	748	194	10	473	693	210	4868
35810	10th Ave N	Congress Ave	3/25/2015	4:45 PM	13	228	971	422	13	231	1045	201	32	208	558	220	17	373	789	315	5636
35810	10th Ave N	Congress Ave	12/17/2015	4:45 PM	23	272	966	372	7	241	970	207	20	240	683	208	9	473	916	244	5851
35800	10th Ave N	Davis Rd	12/3/2018	7:30 AM	0	73	122	118	0	120	95	68	0	130	1015	62	0	43	602	65	2513
35800	10th Ave N	Davis Rd	12/3/2018	12:00 PM	0	30	26	49	0	67	20	29	0	74	802	19	0	51	885	37	2089
35800	10th Ave N	Davis Rd	12/3/2018	5:00 PM	2	75	78	79	0	69	64	67	0	66	1060	85	0	110	1306	94	3155
35800	10th Ave N	Davis Rd	5/17/2016	7:30 AM	0	67	112	120	0	74	92	110	0	84	1038	52	0	59	658	27	2493
35800	10th Ave N	Davis Rd	5/17/2016	12:00 PM	0	44	21	71	0	42	19	36	0	22	803	51	0	68	806	46	2029
35800	10th Ave N	Davis Rd	5/17/2016	5:00 PM	0	101	52	90	0	47	37	62	0	51	808	101	0	112	1162	66	2689
35835	10th Ave N	Detroit St	8/28/2017	7:30 AM	0	21	2	58	0	20	0	10	0	67	1405	9	0	56	1022	29	2699



Input Data

ROAD NAME: Boutwell Rd STATION: 4676  
 CURRENT YEAR: 2019 FROM: Midpoint  
 ANALYSIS YEAR: 2025 TO: 10th Ave N  
 GROWTH RATE: 0% COUNT DATE: 2/4/2019  
 PSF: 1

Report Created  
 11/14/2020

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	756	517	323	775	292	502
Peak Volume	756	517	323	775	292	502
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	756	517	323	775	292	502

Committed Developments							Type	% Complete
Lake Worth Corners	29	6	23	63	36	27	Res	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	29	16	13	8	4	4	NR	77.20%
Mid-County Center	1	0	1	1	1	0	NR	49%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	2	1	1	2	1	1	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
The Villages II at Lake Osborne	3	2	1	3	1	2	Res	70%
Village of Valor East	19	15	4	22	8	14	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	9	8	2	10	3	7	Res	0%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Akal Property	13	9	5	16	6	9	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	2	1	1	7	4	4	NR	75%
Total Committed Developments	107	58	51	133	65	68		
Total Committed Residential	73	40	35	114	54	59		
Total Committed Non-Residential	34	18	16	19	11	9		
Double Count Reduction	7	4	3	4	2	2		
Total Discounted Committed Developments	100	54	48	129	63	66		
Historical Growth	0	0	0	0	0	0		
Comm Dev+1% Growth	147	86	68	177	81	97		
Growth Volume Used	147	86	68	177	81	97		
Total Volume	903	603	391	952	373	599		

Lanes	2L					
LOS D Capacity	1480	880	880	1480	880	880
Link Meets Test 1?	YES	YES	YES	YES	YES	YES
LOS E Capacity	1570	880	880	1570	880	880
Link Meets Test 2?	YES	YES	YES	YES	YES	YES

A B C D E F G H I

Input Data

ROAD NAME: 10th Ave N STATION: 4203 Report Created  
 CURRENT YEAR: 2019 FROM: Midpoint 11/14/2020  
 ANALYSIS YEAR: 2025 TO: Boutwell Rd  
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019  
 PSF: 1

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
ADOPT A FAMILY	0	0	0	0	0	0	NR	100%
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	10	2	8	21	12	9	Res	0%
Lake Worth Middle School	27	15	12	8	4	4	NR	77.20%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	10	11	99	51	48	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	22	11	11	20	10	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	1	3	4	2	1	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
WAWA - SEC 10th and Military Trail	17	8	9	14	7	7	NR	0%
Akal Property	53	18	35	63	38	25	Res	0%
<del>Golden Roads Apartments</del>	0	0	0	0	0	0	Res	0%
Waterside Plaza	16	8	9	52	26	26	NR	75%
RaceTrac Market	121	59	63	262	134	128	NR	25%
Total Committed Developments	296	135	164	571	298	272		
Total Committed Residential	68	22	46	90	53	36		
Total Committed Non-Residential	228	113	118	481	245	236		
Double Count Reduction	17	6	12	23	13	9		
Total Discounted Committed Developments	279	129	152	548	285	263		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	464	231	238	743	383	360		
Growth Volume Used	464	231	238	743	383	360		
Total Volume	3469	1892	1642	3914	1976	1938		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

Input Data

ROAD NAME: 10th Ave N STATION: 4203  
 CURRENT YEAR: 2019 FROM: Boutwell Rd  
 ANALYSIS YEAR: 2025 TO: Midpoint  
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019  
 PSF: 1

Report Created  
 11/14/2020

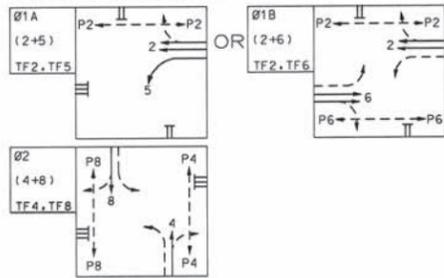
Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	29	16	13	8	4	4	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	16	13	3	19	7	12	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	8	1	7	8	6	3	Res	0%
Akal Property	67	44	23	79	32	47	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	14	7	8	45	23	22	NR	75%
Total Committed Developments	199	106	94	343	168	176		
Total Committed Residential	111	62	49	148	69	80		
Total Committed Non-Residential	88	44	45	195	99	96		
Double Count Reduction	18	9	9	37	17	19		
Total Discounted Committed Developments	181	97	85	306	151	157		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	366	199	171	501	249	254		
Growth Volume Used	366	199	171	501	249	254		
Total Volume	3371	1860	1575	3672	1842	1832		

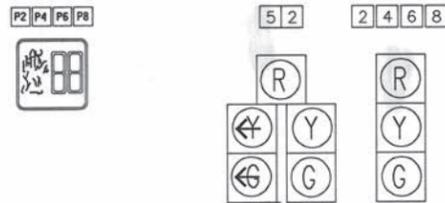
Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	YES	YES	YES	NO	YES	YES

ASSOCIATED PHASE MOVEMENTS

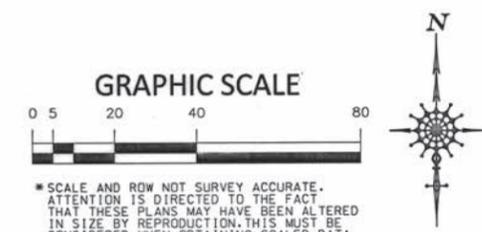
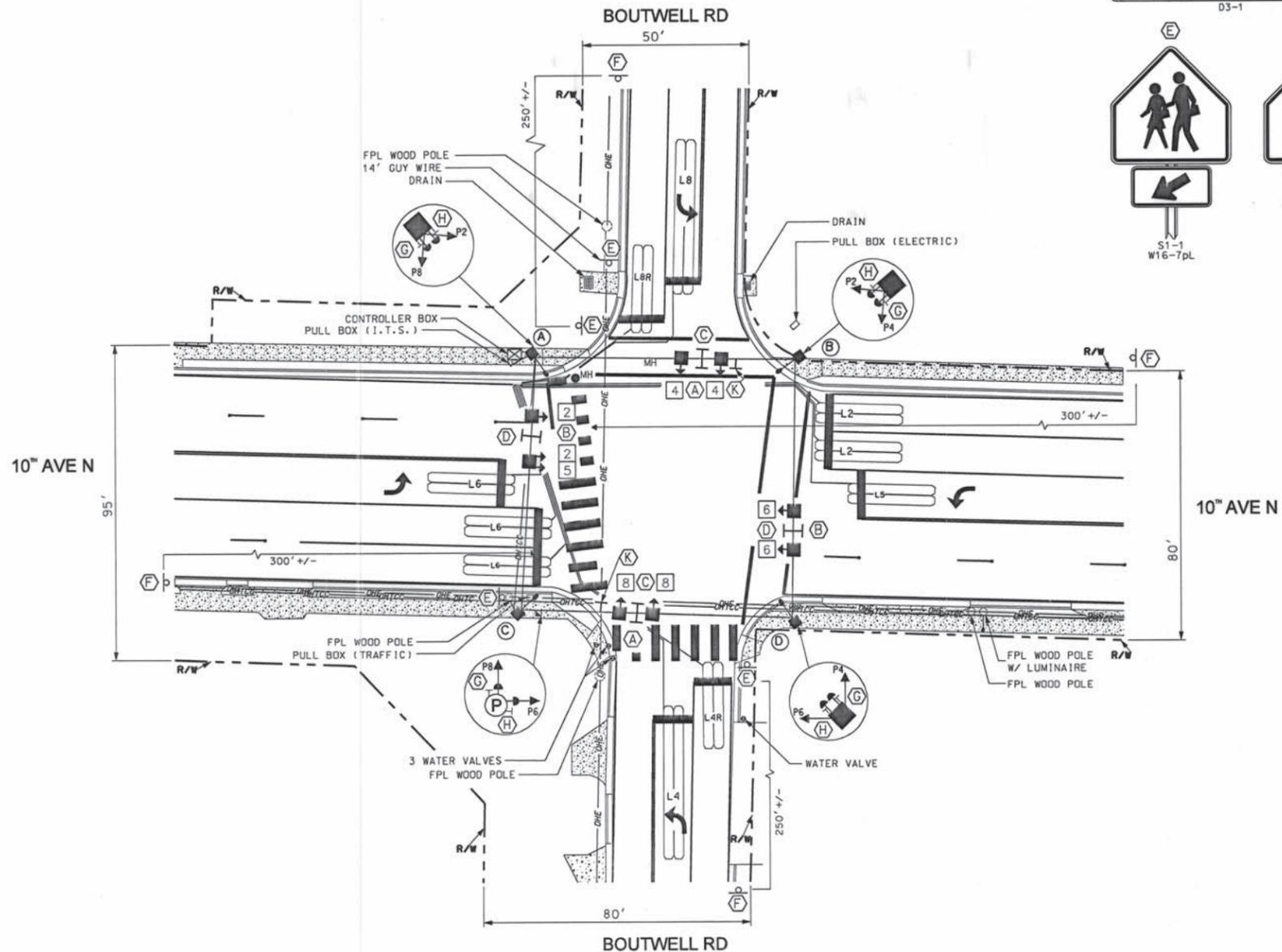
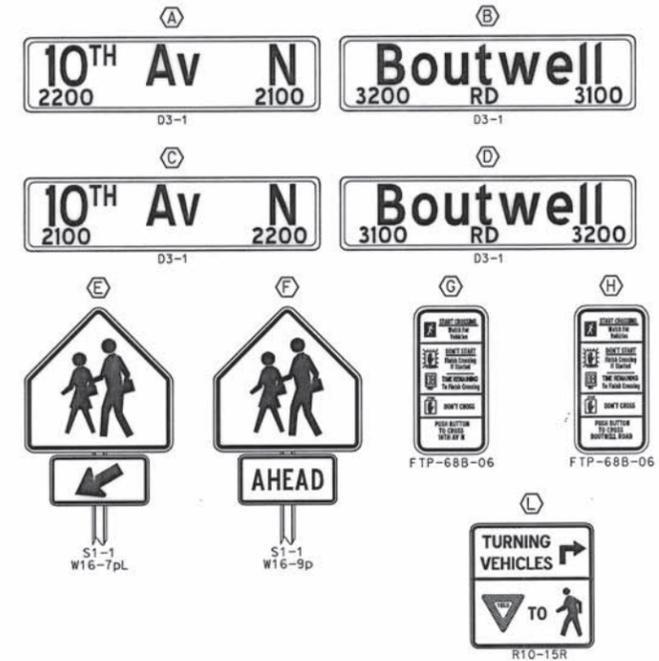


- NOTES: 1. LUMINAIRE LOCATIONS: NE, NW, SE, SW (PBC)
2. FLASHING OPERATION: YELLOW --- 2 AND 6 RED ----- 4 AND 8
3. SPEED LIMITS: 10TH AV N - 40 MPH BOUTWELL RD - 35 MPH

DETAIL OF SIGNAL HEADS



DETAIL OF SIGNS



\* SCALE AND ROW NOT SURVEY ACCURATE. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

\*\* EXISTING PBC POLES

POLE TABULATION										LOOP DETECTOR CONNECTION				TRAFFIC VOLUMES				REVISIONS	
POLE I.D.	UPPER TIE-INTO TOP OF POLE	LOWER TIE-INTO TOP OF POLE	SPAN	POLE LENGTH	UPPER TIE-INTO GROUND LEVEL	LOWER TIE-INTO GROUND LEVEL	LOWER TIE-INTO CROWN LEVEL	TYPE	CLASS	ROAD CROWN TO GROUND LEVEL	DEPTH BELOW GROUND	DETECTOR UNIT NO.	DETECTOR OPERATION	CONNECTED TO LOOP	CONNECTED TO FUNCTION	NO.	DATE		
** (A)	N/A	N/A	78'	38'	28'	22'	N/A	CONC.	V	N/A	N/A	1	NORMAL	L2	TF2	1	10/25/17		
** (B)	N/A	N/A	78'	38'	28'	22'	N/A	CONC.	V	N/A	N/A	2	NORMAL	L2	TF2	2	1/17/18		
** (C)	N/A	N/A	82'	38'	28'	22'	N/A	CONC.	V	N/A	N/A	3	NORMAL	L4	TF4	3			
** (D)	N/A	N/A	82'	38'	28'	22'	N/A	CONC.	V	N/A	N/A	4	DELAY/NORMAL	L4R	TF4	4			
												5	NORMAL	L5	TF5	5			
												6	NORMAL	L6	TF6	6			
												7	NORMAL	L6	TF6	7			
												8	DELAY/NORMAL	L6	TF6	8			
												9	NORMAL	L8	TF8	9			
												10	DELAY/NORMAL	L8R	TF8	10			

A.M. PEAK HOUR TOTAL=2977 DATE:02/02/2015 TIME:7:30-8:30 AM				P.M. PEAK HOUR TOTAL=3429 DATE:02/04/2015 TIME:4:45-5:45 PM			
45	0	17	17	14	22	153	171
10	7	133	179	21	19	305	333
28	0	979	1175	38	0	209	171
0	0	1452	1378	0	0	1183	1416
0	0	1302	1175	0	0	181	202
0	0	1378	1183	0	0	1416	1640

NO.	DATE	REVISIONS	BY	APP.	NO.	DATE	REVISIONS	BY	APP.
1.	10/25/17	REDRAWN FROM HAND DRAWN PLAN "AS-BUILT". UPDATED PEDESTRIAN SIGNAL HEADS 2, 4, AND 6 TO COUNTDOWN TYPE. UPDATED ALL PEDESTRIAN SIGNS TO COUNTDOWN TYPE. UPDATED SIGNS "K" TO SIGNS "L". UPDATED TRAFFIC VOLUMES.	JH						
2.	1/17/18	UPDATED PLAN PER "AS-BUILT".	JH						

PALM BEACH COUNTY, FLORIDA  
**TRAFFIC DIVISION**  
 SIGNALIZATION PLAN  
**10TH AVENUE NORTH AND BOUTWELL ROAD**

REPLLOT SIGNATURE: CHRISTOPHER R. MORA  
 DATE: 10/25/2017  
 SCALE: 1" = 20'  
 DRAWN BY: JH  
 CHECKED BY: R-T-S  
 DRAWING NUMBER: 43-44-20  
 CONTRACT NO.: TS - 35830

**Palm Beach County**

**Signal Timing Sheet**

**9/4/2020**

35830 : 3010 - 10th Av N and Boutwell Rd ( Standard File )

Phase [1.1.1]

	1	2 (WT)	3	4 (NT)	5 (WL)	6 (ET)	7	8 (ST)	9	10	11	12	13	14	15	16
Walk	0	7	0	7	0	10	0	10	0	0	0	0	0	0	0	0
Ped Clearance	0	16	0	20	0	14	0	22	0	0	0	0	0	0	0	0
Min Green	0	20	0	6	4	20	0	6	0	0	0	0	0	0	0	0
Passage	0	4	0	2	2	4	0	2	0	0	0	0	0	0	0	0
Max1	0	55	0	30	15	55	0	30	0	0	0	0	0	0	0	0
Max2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Yellow	0	4.5	0	4	4.5	4.5	0	4	3.5	3.5	3.5	3.5	3.5	3.5	3.5	3.5
Red	0	2	0	2	2	2	0	2	0	0	0	0	0	0	0	0

Phase Option [1.1.2]

	1	2 (WT)	3	4 (NT)	5 (WL)	6 (ET)	7	8 (ST)	9	10	11	12	13	14	15	16
Enable		ON		ON	ON	ON		ON								
Auto Entry				ON				ON								
Auto Exit		ON				ON										
Non Act1																
Non Act2																
Lock Call		ON				ON										
Min Recall		ON				ON										
Max Recall																
Ped Recall																
Dual Entry		ON		ON		ON		ON								
Sim Gap Enable																
Rest In Walk																

Detector, Vehicle Parameters 1-16 [5.1]

	1	2 (WT1)	3	4 (NT1)	5 (WL1)	6 (ET1)	7	8 (ST1)	9	10	11	12	13	14	15	16
Call Phase	2	2	4	4	5	6	6	6	8	8	0	0	0	0	0	0
Switch Phase	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 17-32 [5.1]

	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Call Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 33-48 [5.1]

	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48
Call Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Detector, Vehicle Parameters 49-64 [5.1]

	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64
Call Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Switch Phase	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Time	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Approved By: Ron Tibbetts

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

**Palm Beach County**

**System Timing Sheet**

**9/4/2020**

35830 : 3010 - 10th Av N and Boutwell Rd ( Standard File )

TB Coor, Day Plan [4.4]

Day Plan Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		6	9	15	19	23										
Minute			30													
Action	100	2	1	3	4	100										

Day Plan Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		7	9	21	23											
Minute																
Action	100	4	1	4	100											

Day Plan Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour		7	9	21	23											
Minute																
Action	100	4	1	4	100											

Coordination, Pattern 1-16 [2.1]/Coordination, Alt Tables+[2.6]

Pattern	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Cycle Time	140	160	160	120	140											
Offset Time	124	48	10	5	122											
Split Number	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Seq Number	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1	1
Ph Opt Alt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ph Time Alt	1	2	3	4	0	0	0	0	0	0	0	0	0	0	0	0

Coordination, Splits [2.7.1]

Split Table 1	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		95		45	24	71		45								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 2	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		110		50	25	85		50								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 3	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		110		50	30	80		50								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		80		40	22	58		40								
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Split Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time		102		38	20	82		38								
Mode	NON	MAX	NON	MAX	NON	MAX	NON									
Coord-Ph		ON														

Split Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	MAX	NON	NON	NON	MAX	NON									
Coord-Ph		ON														

Approved By: Ron Tibbetts

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

**Palm Beach County**

**Preempt & Overlap Timing Sheet**

**9/4/2020**

35830 : 3010 - 10th Av N and Boutwell Rd ( Standard File )

Preemption Times[3.1]/Phases[3.2]/Options[3.3]

Channel	1	2	3	4	5	6
Lock Input			ON	ON	ON	ON
Override Flash						
Override Higher						
Flash Dwell						
Link						
Delay						
Min Duration						
Min Green			5	5	5	5
Min Walk			4	4	4	4
Ped Clear			21	21	21	21
Track Green						
Min Dwell			10	10	10	10
Max Presence			120	120	120	120
Track R1						
Track R2						
Track R3						
Track R4						
Dwell P1			2	2	4	4
Dwell P2			6	6	8	8
Dwell P3						
Dwell P4						
Dwell P5						
Dwell P6						
Dwell P7						
Dwell P8						
Dwell P9						
Dwell P10						
Dwell P11						
Dwell P12						
Dwell Ped1						
Dwell Ped2						
Dwell Ped3						
Dwell Ped4						
Dwell Ped5						
Dwell Ped6						
Dwell Ped7						
Dwell Ped8						
Exit R1			2	2	2	2
Exit R2			6	6	6	6
Exit R3						
Exit R4						

Preemption Times+[3.4]/Overlaps+[3.5]/Options+[3.6]

Preempt	1	2	3	4	5	6
Enable			ON	ON	ON	ON
Type	EMERG	EMERG	EMERG	EMERG	EMERG	EMERG
Skip Track						
Volt Mon Flash						
Coord in Preempt						
Max2						
Return Max/Min	MAX	MAX	MAX	MAX	MAX	MAX
Extend Dwell						
Pattern						
Output Mode	TS2	TS2	TS2	TS2	TS2	TS2
Track Over 1						
Track Over 2						
Track Over 3						
Track Over 4						
Track Over 5						
Track Over 6						
Track Over 7						
Track Over 8						
Track Over 9						
Track Over 10						
Track Over 11						
Track Over 12						
Dwell Over 1						
Dwell Over 2						
Dwell Over 3						
Dwell Over 4						
Dwell Over 5						
Dwell Over 6						
Dwell Over 7						
Dwell Over 8						
Dwell Over 9						
Dwell Over 10						
Dwell Over 11						
Dwell Over 12						
Ped Clear						
Yellow						
Red						
Return Min/Max						
Delay Inh						
Exit Time						
All Red B4						

Overlap Program Parameters [1.5.2.1]

Overlap	Included Phases								Modifier Phases								Type	Green	Yellow	Red	
Overlap 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 6	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 7	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 9	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 10	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 11	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 12	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 13	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 14	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 15	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5
Overlap 16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	NORMAL	0	3.5	1.5

Approved By: Ron Tibbetts

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

**Palm Beach County**

**Alternate Timing Sheet**

**9/4/2020**

35830 : 3010 - 10th Av N and Boutwell Rd ( Standard File )

Alternate Phase Program 1, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	11	4	2	4	0
5	0	0	4	2	25	8	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	11	4	2	8	0

Alternate Phase Program 2, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	15	4	2	4	0
5	0	0	4	2	25	10	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	15	4	2	8	0

Alternate Phase Program 3, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	17	4	2	4	0
5	0	0	4	2	25	10	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	17	4	2	8	0

Alternate Phase Program 4, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	7	16	20	4	55	55	4.5	2	2	0
3	0	0	0	0	0	0	0	0	0	0
4	7	20	6	3	45	10	4	2	4	0
5	0	0	4	2	25	8	4.5	2	5	0
6	10	14	20	4	55	55	4.5	2	6	0
7	0	0	0	0	0	0	0	0	0	0
8	10	22	6	3	45	10	4	2	8	0

Alternate Phase Program 5, Interval Times [1.1.6.1]

Phase	Walk	Ped Clear	Min Green	Passage	Max1	Max2	Yellow	Red Clear	Assign Ph	Bike Clear
1	0	0	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0

TB Coor, Day Plan [4.4]

Day Plan Table 4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 5	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Day Plan Table 6	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Hour																
Minute																
Action																

Approved By: Ron Tibbetts

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

Palm Beach County

Special System Timing Sheet

9/4/2020

35830 : 3010 - 10th Av N and Boutwell Rd ( Standard File )

Coordination, Splits [2.7.1]

Split Table 7	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																
Mode	NON	MAX	NON													
Coord-Ph		ON														

Split Table 8	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Time																

Mode	NON																
Coord-Ph		ON															

**Split Table 9**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	
Time																	
Mode	NON	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON															

**Split Table 10**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	
Time																	
Mode	NON	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON															

**Split Table 11**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	
Time																	
Mode	NON	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON															

**Split Table 12**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	
Time																	
Mode	NON	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON															

**Split Table 13**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	
Time	36	62	30	22	20	78	30	22									
Mode	NON	MAX	NON	NON	MAX	MAX	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON	NON
Coord-Ph		ON															

**Split Table 14**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	
Time																	
Mode	NON	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON															

**Split Table 15**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	
Time																	
Mode	NON	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON															

**Split Table 16**

	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	
Time																	
Mode	NON	NON	NON	NON	NON	NON	NON	NON									
Coord-Ph		ON															

Approved By: Ron Tibbetts

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

## Intersection Volume Development



### Project Driveway & 10th Ave Golden Road Apartments

**Input Data**

GR	=	1.71%
Peak Season	=	1.00
Traffic Count Year	=	2020
Buildout Year	=	2025
Years	=	5

AM Peak Hour		PM Peak Hour		235 Apartments
In	Out	In	Out	
22	63	63	40	

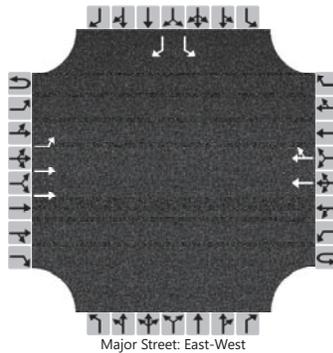
AM Peak Hour												
AM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume February 24, 2020	-	1,762	-	-	1,393	-	-	-	-	-	-	-
Peak Season Volume	-	1,762	-	-	1,393	-	-	-	-	-	-	-
2025 Historic Growth	-	1,918	-	-	1,516	-	-	-	-	-	-	-
Major Project Traffic	-	129	-	-	152	-	-	-	-	-	-	-
Major Project Traffic + 1% growth	-	1,981	-	-	1,616	-	-	-	-	-	-	-
% Project Traffic	40%	-	-	-	-	60%	-	-	-	60%	-	40%
Project Traffic Direction	IN	-	-	-	-	IN	-	-	-	OUT	-	OUT
Project Traffic	9	-	-	-	-	13	-	-	-	38	-	25
2025 Total Traffic	9	1,981	-	-	1,616	13	-	-	-	38	-	25

PM Peak Hour												
PM	Eastbound			Westbound			Northbound			Southbound		
	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT	LT	Thru	RT
Volume February 24, 2020	-	1,625	-	-	1,577	-	-	-	-	-	-	-
Peak Season Volume	-	1,625	-	-	1,577	-	-	-	-	-	-	-
2025 Historic Growth	-	1,769	-	-	1,717	-	-	-	-	-	-	-
Major Project Traffic	-	285	-	-	263	-	-	-	-	-	-	-
Major Project Traffic + 1% growth	-	1,993	-	-	1,920	-	-	-	-	-	-	-
% Project Traffic	40%	-	-	-	-	60%	-	-	-	60%	-	40%
Project Traffic Direction	IN	-	-	-	-	IN	-	-	-	OUT	-	OUT
Project Traffic	25	-	-	-	-	38	--	-	-	24	-	16
2025 Total Traffic	25	1,993	-	-	1,920	38	--	-	-	24	-	16

# HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	JF			Intersection	10th Ave & Driveway		
Agency/Co.	JFO			Jurisdiction	Palm Beach County		
Date Performed	11/17/2020			East/West Street	10th Avenue		
Analysis Year	2025			North/South Street	Project Driveway		
Time Analyzed	AM			Peak Hour Factor	0.95		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Golden Road Apartments						

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		1	0	1
Configuration		L	T				T	TR						L		R
Volume (veh/h)	0	9	1981				1616	13						38		25
Percent Heavy Vehicles (%)	0	2												2		2
Proportion Time Blocked																
Percent Grade (%)													0			
Right Turn Channelized													No			
Median Type   Storage	Left Only								1							

## Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.5		6.9
Critical Headway (sec)		4.14												6.84		6.94
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

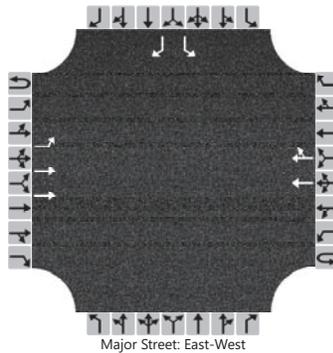
## Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		9												40		26	
Capacity, c (veh/h)		366												88		300	
v/c Ratio		0.03												0.45		0.09	
95% Queue Length, Q <sub>95</sub> (veh)		0.1												1.9		0.3	
Control Delay (s/veh)		15.1												76.0		18.1	
Level of Service (LOS)		C												F		C	
Approach Delay (s/veh)		0.1												53.0			
Approach LOS														F			

# HCS7 Two-Way Stop-Control Report

General Information				Site Information			
Analyst	JF			Intersection	10th Ave & Driveway		
Agency/Co.	JFO			Jurisdiction	Palm Beach County		
Date Performed	11/17/2020			East/West Street	10th Avenue		
Analysis Year	2025			North/South Street	Project Driveway		
Time Analyzed	PM			Peak Hour Factor	0.95		
Intersection Orientation	East-West			Analysis Time Period (hrs)	0.25		
Project Description	Golden Road Apartments						

## Lanes



## Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Movement	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Priority																
Number of Lanes	0	1	2	0	0	0	2	0		0	0	0		1	0	1
Configuration		L	T				T	TR						L		R
Volume (veh/h)	0	25	1993				1920	38						24		16
Percent Heavy Vehicles (%)	0	2												2		2
Proportion Time Blocked																
Percent Grade (%)														0		
Right Turn Channelized														No		
Median Type   Storage							Left Only							1		

## Critical and Follow-up Headways

Base Critical Headway (sec)		4.1												7.5		6.9
Critical Headway (sec)		4.14												6.84		6.94
Base Follow-Up Headway (sec)		2.2												3.5		3.3
Follow-Up Headway (sec)		2.22												3.52		3.32

## Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)		26												25		17	
Capacity, c (veh/h)		268												61		230	
v/c Ratio		0.10												0.41		0.07	
95% Queue Length, Q <sub>95</sub> (veh)		0.3												1.6		0.2	
Control Delay (s/veh)		19.9												100.1		21.9	
Level of Service (LOS)		C												F		C	
Approach Delay (s/veh)		0.2												68.8			
Approach LOS														F			



# Palm Beach County Historic Peak Season Traffic Counts (2015-2020)

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
4677	2ND AVE	Lake Worth Rd	Congress Ave	2	880	6036	6685	5967	5843	6189	6404	2/12/2020	3.36%	2.38%	491	336	165	627	235	421
4679	2ND AVE	Congress Ave	Boutwell Rd	2	880	4805	4977	5266	6190	6655	6900	2/12/2020	3.55%	9.43%	522	326	197	675	320	391
4631	6TH AVE S	Congress Ave	Sunset Ave	4D	1960	28494	30973	30485	31942	32716	34067	2/5/2020	3.97%	3.77%	2535	1550	1099	2532	1211	1366
4307	6TH AVE S	I-95	SR 805 (Dixie Hwy)	4D	1770	29872	30013	31163	31912	34706	33033	3/2/2020	-5.06%	1.96%	2423	967	1505	2725	1604	1143
4643	10TH AVE N	Jog Rd	Haverhill Rd	4D	1960	14577	15233	16418			16844	3/9/2020		0.86%	1160	503	660	1428	739	701
4601	10TH AVE N	Haverhill Rd	Military Tr	5	1770	21786	23192	21662		23463	23186	2/24/2020	-1.19%	2.29%	1872	1073	871	1789	901	903
4603	10TH AVE N	Military Tr	Kirk Rd	5	1960	26370	27508	27357	27526	27686	27868	2/24/2020	0.65%	0.62%	1902	1120	790	2143	1013	1155
4653	10TH AVE N	Kirk Rd	Congress Ave	5	1960	31960	32520	32274	31629	32877	32836	2/24/2020	-0.12%	0.58%	2106	1382	896	2550	1139	1415
4203	10TH AVE N	Congress Ave	I-95	5	1770	45255	46089			45262	44371	2/24/2020	-2.01%		3048	1762	1393	3202	1625	1577
5603	23RD AVE SW	Congress Ave	I-95	2	880	13739	14470	15725	15867	15051	15354	3/2/2020	1.97%	-0.79%	1410	789	621	1323	649	711
5305	23RD AVE SW	I-95	Seacrest Blvd	2	880	12932	13703	14291			14109	3/2/2020		-0.43%	1173	645	531	1244	637	612
5811	23RD AVE SW	Seacrest Blvd	US-1	2	810	8857	9033	9397	9788	9272	9075	1/13/2020	-2.17%	-1.16%	655	336	329	799	409	403
5621	23RD AVE SW (GOLF RD)	Military Tr	E Country Rd	2	1140	12929	12698	13570	13777	13033	13412	3/2/2020	2.83%	-0.39%	1172	682	490	1141	497	645
5617	23RD AVE SW (GOLF RD)	E Country Rd	Congress Ave	2	1140	13457	14308	14534		15290	15522	3/2/2020	1.49%	2.22%	1311	783	545	1301	596	705
1809	A1A	Jupiter Inlet Colony	US 1	2	880	7322	7802		7957	7860										



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## **Exhibit 5: PBC Counts**

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# Palm Beach County Historic Peak Season Traffic Counts (2015-2020)

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
4677	2ND AVE	Lake Worth Rd	Congress Ave	2	880	6036	6685	5967	5843	6189	6404	2/12/2020	3.36%	2.38%	491	336	165	627	235	421
4679	2ND AVE	Congress Ave	Boutwell Rd	2	880	4805	4977	5266	6190	6655	6900	2/12/2020	3.55%	9.43%	522	326	197	675	320	391
4631	6TH AVE S	Congress Ave	Sunset Ave	4D	1960	28494	30973	30485	31942	32716	34067	2/5/2020	3.97%	3.77%	2535	1550	1099	2532	1211	1366
4307	6TH AVE S	I-95	SR 805 (Dixie Hwy)	4D	1770	29872	30013	31163	31912	34706	33033	3/2/2020	-5.06%	1.96%	2423	967	1505	2725	1604	1143
4643	10TH AVE N	Jog Rd	Haverhill Rd	4D	1960	14577	15233	16418			16844	3/9/2020		0.86%	1160	503	660	1428	739	701
4601	10TH AVE N	Haverhill Rd	Military Tr	5	1770	21786	23192	21662		23463	23186	2/24/2020	-1.19%	2.29%	1872	1073	871	1789	901	903
4603	10TH AVE N	Military Tr	Kirk Rd	5	1960	26370	27508	27357	27526	27686	27868	2/24/2020	0.65%	0.62%	1902	1120	790	2143	1013	1155
4653	10TH AVE N	Kirk Rd	Congress Ave	5	1960	31960	32520	32274	31629	32877	32836	2/24/2020	-0.12%	0.58%	2106	1382	896	2550	1139	1415
4203	10TH AVE N	Congress Ave	I-95	5	1770	45255	46089			45262	44371	2/24/2020	-2.01%		3048	1762	1393	3202	1625	1577
5603	23RD AVE SW	Congress Ave	I-95	2	880	13739	14470	15725	15867	15051	15354	3/2/2020	1.97%	-0.79%	1410	789	621	1323	649	711
5305	23RD AVE SW	I-95	Seacrest Blvd	2	880	12932	13703	14291			14109	3/2/2020		-0.43%	1173	645	531	1244	637	612
5811	23RD AVE SW	Seacrest Blvd	US-1	2	810	8857	9033	9397	9788	9272	9075	1/13/2020	-2.17%	-1.16%	655	336	329	799	409	403
5621	23RD AVE SW (GOLF RD)	Military Tr	E Country Rd	2	1140	12929	12698	13570	13777	13033	13412	3/2/2020	2.83%	-0.39%	1172	682	490	1141	497	645
5617	23RD AVE SW (GOLF RD)	E Country Rd	Congress Ave	2	1140	13457	14308	14534		15290	15522	3/2/2020	1.49%	2.22%	1311	783	545	1301	596	705
1809	A1A	Jupiter Inlet Colony	US 1	2	880	7322	7802		7957	7860										

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## **Exhibit 6: Growth Rate**

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## Area Wide Growth Rate Golden Road Apartments

Roadway	From	To	PBC/F-DOT		PBC	
			2016	2019	2017	2020
Federal Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	6,700	6,600	0	0
Federal Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	11,500	10,000	0	0
Dixie Hwy	6 <sup>th</sup> Ave S	Lake/Lucerne	20,700	18,900	0	0
Dixie Hwy	Lake/Lucerne	10 <sup>th</sup> Ave N	23,596	23,829	0	0
Dixie Hwy	10 <sup>th</sup> Ave N	17 <sup>th</sup> Ave N	0	0	0	0
Dixie Hwy	17 <sup>th</sup> Ave N	Alhambra Pl	0	0	0	0
Boutwell Rd	Lake Worth Rd	2 <sup>nd</sup> Ave N	10,600	10,000	0	0
Boutwell Rd	2 <sup>nd</sup> Ave N	10 <sup>th</sup> Ave N	0	0	11,327	10,381
Florida Mango Rd	10 <sup>th</sup> Ave N	Forest Hill Blvd	10,853	11,464	0	0
Florida Mango Rd	Forest Hill Blvd	Summit Blvd	0	0	7,007	6,904
Congress Ave	6 <sup>th</sup> Ave S	Lake Worth Rd	41,000	43,500	0	0
Congress Ave	Lake Worth Rd	French Ave	35,400	41,140	0	0
Congress Ave	French Ave	10 <sup>th</sup> Ave N	39,628	46,689	0	0
Congress Ave	10 <sup>th</sup> Ave N	Forest Hill Blvd	36,796	42,189	0	0
Kirk Rd	Lake Worth Rd	10 <sup>th</sup> Ave N	0	0	9,470	9,509
Kirk Rd	10 <sup>th</sup> Ave N	Purdy Ln	12,939	13,625	0	0
Forest Hill Blvd	Kirk Rd	Congress Ave	44,053	47,705	0	0
Forest Hill Blvd	Congress Ave	I-95	27,984	29,919	0	0
10 <sup>th</sup> Ave N	Military Tr	Kirk Rd	0	0	27,357	27,868
10 <sup>th</sup> Ave N	Kirk Rd	Congress Ave	0	0	32,274	32,836
10 <sup>th</sup> Ave N	Congress Ave	Florida Mango Rd				
10 <sup>th</sup> Ave N	Florida Mango Rd	Site	46,089	45,262	0	0
10 <sup>th</sup> Ave N	Site	Boutwell Rd				
10 <sup>th</sup> Ave N	Boutwell Rd	I-95				
10 <sup>th</sup> Ave N	I-95	N A St	30,500	32,500	0	0
10 <sup>th</sup> Ave N	N A St	Dixie Hwy (US-1)	22,000	22,000	0	0
10 <sup>th</sup> Ave N	Dixie Hwy (US-1)	Federal Hwy				
2 <sup>nd</sup> Ave N	Lake Worth Rd	Congress Ave	0	0	5,967	6,404
2 <sup>nd</sup> Ave N	Congress Ave	Boutwell Rd	0	0	5,266	6,900
Lake Worth Rd	Kirk Rd	Congress Ave	40,892	40,791	0	0
Lake Worth Rd	Congress Ave	Boutwell Rd	21,000	23,000	0	0
Lake Worth Rd	Boutwell Rd	Lake/Lucerne Split	23,000	25,500	0	0
		<b>Σ</b>	505,230	534,613	98,668	100,802

Base Year (Σ 2016 + Σ 2017)	603,898
Future Year (Σ 2019+ Σ 2020)	635,415
<b>Area Wide Growth</b>	<b>1.71%</b>



## PALM BEACH COUNTY TRAFFIC DIVISION HISTORIC TRAFFIC GROWTH TABLE

### CURRENT YEAR – 2020

***2020 counts must be used in traffic studies received by the Traffic Division on or after July 6, 2020***

***For the year 2020 counts, only the counts believed to be unaffected by COVID-19 pandemic have been published***

This document was developed as supporting data for use in traffic impact studies seeking to demonstrate compliance with Article 12 of the Unified Land Development Code, the Traffic Performance Standards. This table shows historical peak season traffic counts, Daily and Peak Hour, from 2015 to 2020 (peak hour only for the latest year) as well as a calculated growth rate for each count station. A 3-year timeframe was used to calculate the historic growth rate shown.

Please note that the counts, in most cases, reflect a snapshot of just one full day mid-week volumes. Though great caution was exercised to avoid impacts of construction/road closures in the immediate vicinity on these traffic counts, there is no guarantee that a faraway event has not influenced the counts indirectly. Engineering judgment should be exercised in the use of counts where growth rates are out of the ordinary, particularly in cases where the growth rates are negative, too high, etc. For a lengthy build out date (generally more than 5 years), use of an area wide growth rate might be more appropriate. Consult Article 12 of the ULDC regarding use of traffic counts and historical growth rates in the traffic impact studies.

If current year count is not listed in this document (or through FDOT's yearly Count Program) but is required for the Traffic Impact Study, a consultation with the County must be done before commencing the study to determine how those counts may be collected.

STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
4633	CRESTHAVEN BLVD	Sherwood Forest Blvd	Haverhill Rd	2	880	8527	8095	8575	8364	8538	8986	3/9/2020	4.99%	1.57%	646	374	302	743	400	366
4635	CRESTHAVEN BLVD	Haverhill Rd	Military Tr	2	880	7753	8312	8071	8063	8453										
3440	CRESTWOOD BLVD	Okeechobee Bl	Sparrow Rd	4D	1960	18563	20447	17572	20546	20479	20337	2/10/2020	-0.70%	4.99%	1856	822	1042	1864	927	963
3428	CRESTWOOD BLVD	Folsom Rd	Southern Blvd	6D	2940	28120	28285	28689	28712	27625	27858	2/10/2020	0.84%	-0.98%	2427	958	1469	2493	1393	1110
3306	DIXIE HWY	Alhambra Pl	17th Ave N	4	1680					23958	23050	3/9/2020	-3.94%		1763	992	771	1932	891	1050
4800	DIXIE HWY	10th Ave N	Lake/Lucerne	4	1680	22278	23596	22868	22218	23829										
1105	DONALD ROSS RD	Jog Rd	I-95 Interchange	4D	3320	16037	15547		17986	16389										
1219	DONALD ROSS RD	I-95	Parkside Dr	6D	2680	39132				41340										
1205	DONALD ROSS RD	Parkside Dr	Central Blvd	6D	2940	32270	32582		34264	34170										
1211	DONALD ROSS RD	Central Blvd	SR 811	6D	2940	30092	31295	32554	32453	34155	33386	12/17/2019	-2.30%	0.84%	2787	1848	1067	3021	1201	1820
1805	DONALD ROSS RD	SR 811	Prosperity Farms Rd	6D	2940	28848	30325	28069	31854	32601	31257	12/17/2019	-4.30%	3.65%	2642	1654	1208	2702	1033	1717
1801	DONALD ROSS RD	Prosperity Farms Rd	Ellison-Wilson Rd	4D	1770	27134	28009		30207	29871										
5632	EL CLAIR RANCH RD	Boynton Beach Blvd	Woolbright Rd	2	880	4998	5334	5338	5563	5492	5246	1/21/2020	-4.69%	-0.58%	425	233	227	420	240	184
5636	EL CLAIR RANCH RD	Woolbright Rd	Piper's Glen Blvd	2	880	7080	7240	7509	7093	7705										
5634	EL CLAIR RANCH RD	Lake Ida Rd	W Atlantic Ave	2	880	5585	5818	6206	6141	5988										
2304	ELLISON-WILSON RD	Donald Ross Rd	Universe Blvd	2	880	6291	6600	6822	6845	6305	6978	1/21/2020	9.64%	0.76%	895	271	636	869	536	333
4826	FEDERAL HWY	Miner Rd	Gateway Blvd	4D	1960	17159	17156	17053	17405	17606	17349	2/10/2020	-1.48%	0.58%	1537	496	1069	1541	932	633
5824	FEDERAL HWY	NE 6th Ave	23rd Ave	4D	1960	23805	25392	24939	26919	25099	25281	3/2/2020	0.72%	0.46%	1889	813	1305	2131	1305	826
5838	FEDERAL HWY	Lowson Blvd	Linton Blvd	4D	1770	30226	33828	34218	35268	33073	32404	3/4/2020	-2.06%	-1.80%	2184	1051	1363	2455	1487	1004

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						2015	2016	2017	2018	2019	VOL			DATE	2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
2607	BLUE HERON BLVD	Congress Ave	Australian Ave	6D	2680	36520	36338		38822	37196										
2823	BLUE HERON BLVD	Australian Ave	Old Dixie Hwy	6D	2680	31650	33610		34467	32046										
2811	BLUE HERON BLVD	Old Dixie Hwy	US 1	5	1770		21227		25058	23005										
6408	BOCA RIO RD	Glades Rd	Palmetto Park Rd	2	810	16394	16918	17642	18280	18020	18870	2/10/2020	4.50%	2.27%	1595	864	731	1762	867	919
6418	BOCA RIO RD	Palmetto Park Rd	SW 18th St	2	880	12717	12969	14185	14800	15079	15434	2/3/2020	2.30%	2.85%	1291	722	586	1624	679	967
4676	BOUTWELL RD	10th Ave N	2nd Ave N	2	880	10337	11327		11365		10381	2/24/2020			869	553	316	925	397	549
5401	BOYNTON BEACH BLVD	SR 7	Lyons Rd	4D	1960	15242	15783		16207	17158	17236	3/11/2020	0.45%		1276	674	641	1377	723	689
5103	BOYNTON BEACH BLVD	Lyons Rd	Turnpike	6D	2680	37476	38386	40054	42725	43664	45751	3/11/2020	4.56%	4.53%	3753	2240	1523	3736	1718	2092
5201	BOYNTON BEACH BLVD	Turnpike	Hagen Ranch Rd	6D	2680	46955	50595		55602	53763	55817	3/11/2020	3.68%		4600	2305	2374	4864	2583	2281
5641	BOYNTON BEACH BLVD	Hagen Ranch Rd	Jog Rd	6D	2940	41813	44327	47912	48018	46218										
5633	BOYNTON BEACH BLVD	Jog Rd	El Clair Ranch Rd	6D	2940	39735	43169	44471	43748	44477	43850	1/21/2020	-1.43%	-0.47%	3202	1616	1604	3348	1839	1532
5611	BOYNTON BEACH BLVD	El Clair Ranch Rd	Military Tr	6D	2680	45350	46207		49428	47376										
5613	BOYNTON BEACH BLVD	Military Tr	Lawrence Rd	6D	2940	37509	38781		41234	39446										
5601	BOYNTON BEACH BLVD	Lawrence Rd	Congress Ave	6D	2680	40732	42201	43704	41620	42796										
5615	BOYNTON BEACH BLVD	Congress Ave	Old Boynton Rd	6D	2940	34792	36376		37388	38341	36552	1/27/2020	-4.89%		2590	1487	1181	2786	1316	1482
6426	CAIN BLVD	Yamato Rd	W Kimberly Blvd	2	880	8960	9299	9089	9770	10367	10468	2/12/2020	0.96%	4.82%	929	508	469	1109	410	699
6422	CAIN BLVD	W Kimberly Blvd	Glades Rd	2	880	14742	15274	15113	15518	15909	16148	2/12/2020	1.48%	2.23%	1280	652	653	1514	766	749
6619	CAMINO REAL	Powerline Rd	Camino del Mar	4D	1960	10748	11908	12935	13036	12699										
6636	CAMINO REAL	Camino del Mar	Military Tr	4D	1960	14221		14571	16203	15082										

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						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
5840	FEDERAL HWY	Linton Blvd	Lindell Blvd	4D	1960	33670	36465		37864	34359										
5663	FLAVOR PICT RD	Hagen Ranch Rd	Jog Rd	2	880	6827	7339	7818	7559	7643										
5654	FLAVOR PICT RD	Jog Rd	Military Tr	2	880	6768	7991	8272	8472	9967	10379	3/9/2020	3.97%	7.86%	767	509	348	906	374	545
3670	FLORIDA MANGO RD	Belvedere Rd	James L Turnage Blv	2	880	7656	7977	7784	6480		7717	2/18/2020		-0.29%	616	509	138	541	400	150
3646	FLORIDA MANGO RD	Summit Blvd	Forest Hill Blvd	2	880	6289	7015	7007	6876	6874	6904	12/9/2019	0.43%	-0.49%	849	472	377	701	309	398
4212	FLORIDA MANGO RD	Forest Hill Blvd	10th Ave N	2	880	10995	10853	11647	11389	11464										
3407	FOREST HILL BLVD	South Shore Blvd	SR 7	6D	3186	47835	49134	47637	50083	46754	47391	3/3/2020	1.34%	-0.17%	3379	1946	1479	3998	1773	2254
3423	FOREST HILL BLVD	SR-7	Lyons Rd	6D	2940	37209	38149		38991	38657	38306	3/2/2020	-0.92%		2908	1374	1565	3257	1670	1616
3221	FOREST HILL BLVD	Lyons Rd	Pinehurst Dr	6D	2940	36125	37452		39821	37987	38875	1/27/2020	2.28%		3342	1549	1798	3390	1752	1638
3666	FOREST HILL BLVD	Pinehurst Dr	Jog Rd	6D	2680	42563	42712		42333	41394	41227	1/27/2020	-0.41%		3333	1666	1667	3449	1736	1722
3636	FOREST HILL BLVD	Jog Rd	Sherwood Forest Blv	6D	2940	37786	40086		39859	38810										
3667	FOREST HILL BLVD	Sherwood Forest Blvd	Haverhill Rd	6D	2680	41136	42331	40880	40627	41992										
3625	FOREST HILL BLVD	Haverhill Rd	Military Tr	6D	2940	43254	44204	43503	43928	43592										
3627	FOREST HILL BLVD	Military Tr	Kirk Rd	6D	2940	41933	44156		44021	43629	42481	3/3/2020	-2.70%		3029	1761	1353	2935	1470	1498
3629	FOREST HILL BLVD	Kirk Rd	Congress Ave	6D	2680	42266	44053	44262	45722	47705										
3317	FOREST HILL BLVD	I-95	Parker Ave	5	1770	27796	27984		28275	29919	28567	3/4/2020	-4.73%		2432	1268	1164	2157	1082	1134
3831	FOREST HILL BLVD	Parker Ave	Dixie Hwy	5	1770	19467	19313	19700	20262	20735	18876	3/9/2020	-9.85%	-1.41%	1536	830	706	1544	813	738
3841	FOREST HILL BLVD	Dixie Hwy	Olive Ave	2	810	5338	5185		5307	5396	5306	3/9/2020	-1.70%		484	245	244	446	210	257
1217	FREDERICK SMALL RD	Central Blvd	Military Tr	4D	1960	8119	8869	8586	9646	8737	9075	2/4/2020	3.72%	1.86%	876	569	315	828	408	520

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						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
3606	CONGRESS AVE	Okeechobee Blvd	Belvedere Rd	4D	1770	15323	17802	17052	17541	18013	18428	2/18/2020	2.25%	2.62%	1413	725	689	1786	785	1011
3668	CONGRESS AVE	Belvedere Rd	Turnage Blvd (PBIA)	2	1140	3374	4200	4763	6083	5722										
3618	CONGRESS AVE	Southern Blvd	Gun Club Rd	6D	2940	33642	34390			40630	38696	3/9/2020	-5.00%		3634	2128	1506	3552	1354	2228
3674	CONGRESS AVE	Gun Club Rd	Summit Blvd	6D	2680	33418	35665	37940	36802	39886	37477	3/9/2020	-6.43%	-0.41%	3387	2089	1298	3360	1436	1927
3644	CONGRESS AVE	Summit Blvd	Forest Hill Blvd	6D	2680	26658	28609	31613	33222	34412	32749	3/4/2020	-5.08%	1.18%	2770	1571	1206	2936	1295	1663
4210	CONGRESS AVE	Forest Hill Blvd	10th Ave N	6D	2680	34955	36796		40729	42189										
4604	CONGRESS AVE	10th Ave N	French Ave	6D	2940	38733	39628	43828	43904	46689										
4620	CONGRESS AVE	French Ave	Lake Worth Rd	6D	2680	35400			37189	41140										
4622	CONGRESS AVE	Lake Worth Rd	6th Ave S	6D	2680	35712			39282	43373										
4626	CONGRESS AVE	6th Ave S	JFK Dr	6D	2940	35163	36054	38918	36766	39729										
4624	CONGRESS AVE	JFK Dr	Lantana Rd	6D	2940	35206	34360		37851	36141	37285	1/13/2020	3.07%		2886	1560	1397	3039	1432	1651
4600	CONGRESS AVE	Lantana Rd	Hypoluxo Rd	4D	1960	23246	25097	26324	28120	27513	27070	1/13/2020	-1.64%	0.94%	2182	1053	1129	2320	1246	1074
4610	CONGRESS AVE	Hypoluxo Rd	Gateway Blvd	6D	2940	28960	29413	31031	30883	30882	30934	1/7/2020	0.17%	-0.10%	2196	1151	1075	2612	1421	1205
5206	CONGRESS AVE	Gateway Blvd	Old Boynton Rd	6D	2680	36914	37826	38829	39958	41471										
5610	CONGRESS AVE	Boynton Beach Blvd	Woolbright Rd	6D	2680	33549	32638	30501	33115	33157	33569	1/27/2020	1.23%	3.25%	2441	1063	1649	2640	1637	1137
5624	CONGRESS AVE	Woolbright Rd	Golf Rd	6D	2680	37827	37741	38438	40974	38226										
5626	CONGRESS AVE	Golf Rd	35th Ave SW	6D	2680	36139	36988	37042	38738	36144	37875	3/2/2020	4.57%	0.74%	3181	1108	2199	3127	1913	1244
5602	CONGRESS AVE	35th Ave SW	Lake Ida Rd	6D	2680	30608	30272	31280	31428	29339	31749	3/3/2020	7.59%	0.50%	2508	1015	1548	2687	1488	1199
4641	CRESTHAVEN BLVD	Jog Rd	Sherwood Forest Blv	2	880	8729	8869	9295	9601	9461	9567	3/9/2020	1.11%	0.97%	570	252	371	813	485	328

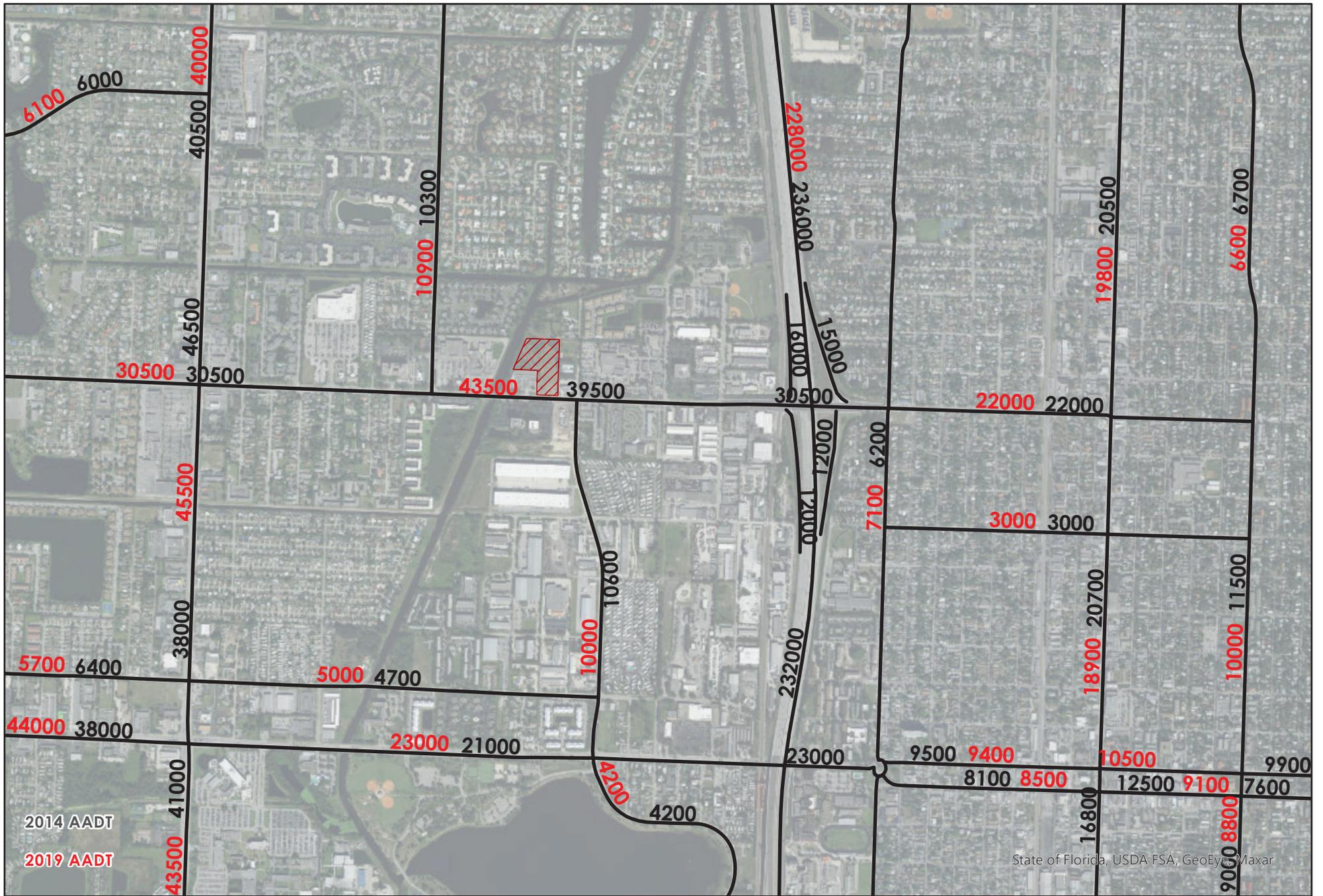
STN#	ROAD	FROM	TO	LANES	PK HR LOS	DAILY TRAFFIC VOLUMES					*2020 DAILY		19-20 GR	3YR GR	2020 AM PEAK HOUR			2020 PM PEAK HOUR		
						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB
6618	JOG RD	Potomac Rd	Glades Rd	4D	1960	33018		29792	30832	30487										
6420	JUDGE WINIKOFF RD	Sandpoint Ter	SR 7	4D	1960	10464	9375	9590	9756	9693										
1404	JUPITER FARMS RD	Indiantown Rd	South of Indiantown	2	1140	10366	11136	11257		13127										
6417	KIMBERLY BLVD	SR-7	Lyons Rd	4D	1960	6170	6267	6213	6321	6027	6281	2/24/2020	4.04%	0.36%	415	219	225	519	269	260
3614	KIRK RD	Southern Blvd	Gun Club Rd	4D	1770	10020	10468	11067	11400	11515	11748	12/9/2019	1.98%	2.01%	1025	582	453	1116	624	532
3662	KIRK RD	Gun Club Rd	Summit Blvd	2	880	10675	10759	11029	11376	10939										
3656	KIRK RD	Summit Blvd	Forest Hill Blvd	2	880	9611	11093	10698	10833	10667										
4208	KIRK RD	Forest Hill Blvd	Purdy Ln	5	1960	16029	17223	17900	17337	17287	17246	3/4/2020	-0.24%	-1.23%	1370	875	526	1552	594	1035
4664	KIRK RD	Purdy Ln	10th Ave N	2	880	12213	12939	13172	13864	13625										
4630	KIRK RD	10th Ave N	Lake Worth Rd	2	880	9240	9699	9470	9976	9287	9509	2/12/2020	2.33%	0.14%	755	298	494	920	433	500
4652	KIRK RD	Lake Worth Rd	Melaleuca Ln	2	880	6791	7859	7859	8269	7762	8148	2/12/2020	4.74%	1.21%	582	335	250	829	397	432
5649	LAKE IDA RD	Hagen Ranch Rd	Jog Rd	2	880	7536	8245	8622	8812	9182										
5653	LAKE IDA RD	Jog Rd	El Clair Ranch Rd	2	880	10969	11308	12273	11274	12062	11944	1/8/2020	-0.99%	-0.90%	878	397	485	1057	452	611
5651	LAKE IDA RD	El Clair Ranch Rd	Military Tr	2	880	11682	12468	11777	12608	13552	13533	3/9/2020	-0.14%	4.74%	992	500	523	1182	511	671
5623	LAKE IDA RD	Military Tr	Barwick Rd	4D	1960	19827	20376	20485	20420	22277	21604	3/9/2020	-3.12%	1.79%	1630	881	759	1913	935	978
5307	LAKE IDA RD	Congress Ave	Swinton Ave	4D	1960	21542	20747	21363	24685	24907										
4409	LAKE WORTH RD	120th Av	Isles Bl	4D	1960	14871	15923				14454	12/16/2019			1105	560	561	1360	598	762
4407	LAKE WORTH RD	Isles Bl	SR-7	4D	1960	26672	27739	28369	28030	28212	28381	12/16/2019	0.60%	0.01%	2314	1366	971	2452	1238	1346
4401	LAKE WORTH RD	SR 7	Lyons Rd	6D	2680	38065	40990		39252	38109	39453	12/16/2019	3.41%		2863	1510	1423	3202	1632	1648



# Palm Beach County Historic Peak Season Traffic Counts (2015-2020)

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						2015	2016	2017	2018	2019	VOL	DATE			2-WAY	NB/EB	SB/WB	2-WAY	NB/EB	SB/WB	
4677	2ND AVE	Lake Worth Rd	Congress Ave	2	880	6036	6685	5967	5843	6189	6404	2/12/2020	3.36%	2.38%	491	336	165	627	235	421	
4679	2ND AVE	Congress Ave	Boutwell Rd	2	880	4805	4977	5266	6190	6655	6900	2/12/2020	3.55%	9.43%	522	326	197	675	320	391	
4631	6TH AVE S	Congress Ave	Sunset Ave	4D	1960	28494	30973	30485	31942	32716	34067	2/5/2020	3.97%	3.77%	2535	1550	1099	2532	1211	1366	
4307	6TH AVE S	I-95	SR 805 (Dixie Hwy)	4D	1770	29872	30013	31163	31912	34706	33033	3/2/2020	-5.06%	1.96%	2423	967	1505	2725	1604	1143	
4643	10TH AVE N	Jog Rd	Haverhill Rd	4D	1960	14577	15233	16418			16844	3/9/2020		0.86%	1160	503	660	1428	739	701	
4601	10TH AVE N	Haverhill Rd	Military Tr	5	1770	21786	23192	21662		23463	23186	2/24/2020	-1.19%	2.29%	1872	1073	871	1789	901	903	
4603	10TH AVE N	Military Tr	Kirk Rd	5	1960	26370	27508	27357	27526	27686	27868	2/24/2020	0.65%	0.62%	1902	1120	790	2143	1013	1155	
4653	10TH AVE N	Kirk Rd	Congress Ave	5	1960	31960	32520	32274	31629	32877	32836	2/24/2020	-0.12%	0.58%	2106	1382	896	2550	1139	1415	
4203	10TH AVE N	Congress Ave	I-95	5	1770	45255	46089			45262	44371	2/24/2020	-2.01%		3048	1762	1393	3202	1625	1577	
5603	23RD AVE SW	Congress Ave	I-95	2	880	13739	14470	15725	15867	15051	15354	3/2/2020	1.97%	-0.79%	1410	789	621	1323	649	711	
5305	23RD AVE SW	I-95	Seacrest Blvd	2	880	12932	13703	14291			14109	3/2/2020		-0.43%	1173	645	531	1244	637	612	
5811	23RD AVE SW	Seacrest Blvd	US-1	2	810	8857	9033	9397	9788	9272	9075	1/13/2020	-2.17%	-1.16%	655	336	329	799	409	403	
5621	23RD AVE SW (GOLF RD)	Military Tr	E Country Rd	2	1140	12929	12698	13570	13777	13033	13412	3/2/2020	2.83%	-0.39%	1172	682	490	1141	497	645	
5617	23RD AVE SW (GOLF RD)	E Country Rd	Congress Ave	2	1140	13457	14308	14534		15290	15522	3/2/2020	1.49%	2.22%	1311	783	545	1301	596	705	
1809	A1A	Jupiter Inlet Colony	US 1	2	880	7322	7802		7957	7860											

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4103	LAKE WORTH RD	Lyons Rd	Florida Turnpike	6D	2940	42333	44333		45796	47252	47959	12/16/2019	1.47%		3884	2254	1630	4019	1913	2158
4201	LAKE WORTH RD	Florida Turnpike	Pinehurst Dr	6D	2680	39166	39864		42106	41990										
4645	LAKE WORTH RD	Pinehurst Dr	Jog Rd	6D	2680	46028	47722	49086	51629	50548	50687	12/18/2019	0.27%	1.08%	3147	1637	1706	4122	2224	1950
4609	LAKE WORTH RD	Jog Rd	Sherwood Forest Blv	6D	2940	45661	48538	49213	48041	50478										
4673	LAKE WORTH RD	Sherwood Forest Blvd	Haverhill Rd	6D	2680	41210	44200	44409	44850	44696										
4627	LAKE WORTH RD	Haverhill Rd	Military Tr	6D	2940	44371	45507		44984	44830										
4611	LAKE WORTH RD	Military Tr	Kirk Rd	6D	2680	42951	44545		44802	43679										
4647	LAKE WORTH RD	Kirk Rd	Congress Ave	6D	2940	38415	40892		40684	40791										
4651	LAKE WORTH RD	Congress Ave	Boutwell Rd	4D	1770	23415			26619	27172										
4403	LANTANA RD	SR-7	Lyons Rd	4D	1770	15574	16340	16264	17057	17234	17469	1/13/2020	1.35%	2.41%	1521	622	909	1570	881	695
4207	LANTANA RD	Lyons Rd	Hagen Ranch Rd	4D	1960	25977	26822	26691	28535	28262	29044	1/13/2020	2.69%	2.86%	2499	1178	1396	2635	1459	1189
4669	LANTANA RD	Hagen Ranch Rd	Jog Rd	6D	2940	32219	35348	32971	36116	36095	36548	1/13/2020	1.24%	3.49%	3070	1637	1441	3238	1633	1606
4619	LANTANA RD	Jog Rd	Haverhill Rd	6D	2940	35845	39735	39406	42984	43695	43322	1/13/2020	-0.86%	3.21%	3208	1514	1717	3652	1874	1778
4675	LANTANA RD	Haverhill Rd	Military Tr	6D	2940	42602	45595	47280	47038	46680	47308	1/14/2020	1.33%	0.02%	3701	2185	1565	3859	1750	2149
4605	LANTANA RD	Military Tr	Lawrence Rd	6D	2940	41854	45429	47961	49357	49084	49382	1/13/2020	0.60%	0.98%	4045	2392	1676	3893	1632	2261
4665	LANTANA RD	Lawrence Rd	Congress Ave	6D	2940	47054	48924	49596	50923	50634	51023	1/13/2020	0.76%	0.95%	3971	2374	1597	4052	1726	2411
4623	LANTANA RD	Congress Ave	High Ridge Rd	6D	2940	41390	44905	45198	46300	48503	47213	1/13/2020	-2.73%	1.46%	3600	2179	1452	3677	1650	2043
4807	LANTANA RD	Redding Dr	Federal Hwy	5	1770	19392	18710	18494	18253	17922	17463	2/10/2020	-2.63%	-1.89%	1196	592	729	1292	587	727
4608	LAWRENCE RD	Lantana Rd	Hypoluxo Rd	2	880	11157	11341	10800	11977	11792	11633	1/7/2020	-1.37%	2.51%	1126	629	504	1027	593	459



State of Florida, USDA FSA, GeoEye, Maxar



 Project Site



**Figure:**  
**F-DOT 2016 Vs 2019 AADT**  
**Golden Road Apartments**



## **Exhibit 7: Committed Traffic**

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<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>
Input Data								
	ROAD NAME: 10th Ave N			STATION: 4203			Report Created	
	CURRENT YEAR: 2019			FROM: Midpoint			11/14/2020	
	ANALYSIS YEAR: 2025			TO: Florida Mango Rd				
	GROWTH RATE: -0.60%			COUNT DATE: 3/13/2019				
				PSF: 1				

Time Period Direction	Link Analysis					
	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Buena Vista Commerce Park	2	0	2	2	2	0	NR	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	8	7	1	10	3	7	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	10	12	105	54	51	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	3	1	4	1	2	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	24	11	13	20	10	10	NR	0%
Akal Property	40	14	26	47	28	19	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	12	6	5	37	18	19	NR	75%
RaceTrac Market	73	38	35	157	77	80	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
<b>Total Committed Developments</b>	<b>272</b>	<b>133</b>	<b>138</b>	<b>518</b>	<b>264</b>	<b>253</b>		
<b>Total Committed Residential</b>	<b>60</b>	<b>26</b>	<b>33</b>	<b>78</b>	<b>41</b>	<b>35</b>		
<b>Total Committed Non-Residential</b>	<b>212</b>	<b>107</b>	<b>105</b>	<b>440</b>	<b>223</b>	<b>218</b>		
<b>Double Count Reduction</b>	<b>15</b>	<b>7</b>	<b>8</b>	<b>20</b>	<b>10</b>	<b>9</b>		
<b>Total Discounted Committed Developments</b>	<b>257</b>	<b>126</b>	<b>130</b>	<b>498</b>	<b>254</b>	<b>244</b>		
<b>Historical Growth</b>	<b>-107</b>	<b>-59</b>	<b>-50</b>	<b>-113</b>	<b>-57</b>	<b>-56</b>		
<b>Comm Dev+1% Growth</b>	<b>442</b>	<b>228</b>	<b>216</b>	<b>693</b>	<b>352</b>	<b>341</b>		
<b>Growth Volume Used</b>	<b>442</b>	<b>228</b>	<b>216</b>	<b>693</b>	<b>352</b>	<b>341</b>		
<b>Total Volume</b>	<b>3447</b>	<b>1889</b>	<b>1620</b>	<b>3864</b>	<b>1945</b>	<b>1919</b>		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

Input Data

ROAD NAME: 10th Ave N      STATION: 4203  
 CURRENT YEAR: 2019      FROM: S Congress Ave  
 ANALYSIS YEAR: 2025      TO: Midpoint  
 GROWTH RATE: -0.60%      COUNT DATE: 3/13/2019  
 PSF: 1

Report Created  
 11/14/2020

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
Lake Worth Corners	7	1	5	15	8	6	Res	0%
Forest Hill / Congress Pharmacy	1	0	0	5	2	2	NR	50%
Buena Vista Commerce Park	2	0	2	2	2	0	NR	0%
Palm Springs Park of Commerce	0	0	0	1	1	0	NR	75%
Lake Worth Middle School	25	14	11	7	4	4	NR	77.20%
Tonset Property	8	7	1	10	3	7	Res	30%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	5	2	3	6	4	2	NR	49%
Walmart-Palm Springs	22	12	10	105	51	54	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
McDonalds Congress Ave	3	1	2	2	1	1	NR	81%
APEC Petroleum	23	12	12	22	11	11	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	3	1	4	1	2	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
AutoZone #6361	2	1	1	11	6	5	NR	0%
Kingswood Academy of Palm Springs	0	0	0	0	0	0	NR	100%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
Chilis @ Palm Springs Plaza	2	1	1	7	4	3	NR	98%
WAWA - SEC 10th and Military Trail	24	11	13	20	10	10	NR	0%
Akal Property	40	14	26	47	28	19	Res	0%
<del>Golden Roads Apartments</del>	0	0	0	0	0	0	Res	0%
Soma Medical Center	6	5	1	6	2	5	NR	37%
Waterside Plaza	12	6	5	37	18	19	NR	75%
RaceTrac Market	73	38	35	157	77	80	NR	25%
East Parcel Annex	12	6	7	52	27	25	NR	0%
Total Committed Developments	272	135	136	518	261	256		
Total Committed Residential	60	26	33	78	41	35		
Total Committed Non-Residential	212	109	103	440	220	221		
Double Count Reduction	15	7	8	20	10	9		
Total Discounted Committed Developments	257	128	128	498	251	247		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	442	230	214	693	349	344		
Growth Volume Used	442	230	214	693	349	344		
Total Volume	3447	1891	1618	3864	1942	1922		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO

A B C D E F G H I

Input Data

ROAD NAME: 10th Ave N STATION: 4203 Report Created  
 CURRENT YEAR: 2019 FROM: Midpoint 11/14/2020  
 ANALYSIS YEAR: 2025 TO: Boutwell Rd  
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019  
 PSF: 1

Link Analysis

Time Period Direction	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
ADOPT A FAMILY	0	0	0	0	0	0	NR	100%
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	10	2	8	21	12	9	Res	0%
Lake Worth Middle School	27	15	12	8	4	4	NR	77.20%
Mavericks High School	0	0	0	0	0	0	NR	100%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	10	11	99	51	48	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	22	11	11	20	10	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	3	1	3	4	2	1	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	2	1	0	2	1	1	Res	0%
WAWA-Lakeworth & Congress	0	0	0	0	0	0	NR	100%
WAWA - SEC 10th and Military Trail	17	8	9	14	7	7	NR	0%
Akal Property	53	18	35	63	38	25	Res	0%
<del>Golden Roads Apartments</del>	0	0	0	0	0	0	Res	0%
Waterside Plaza	16	8	9	52	26	26	NR	75%
RaceTrac Market	121	59	63	262	134	128	NR	25%
Total Committed Developments	296	135	164	571	298	272		
Total Committed Residential	68	22	46	90	53	36		
Total Committed Non-Residential	228	113	118	481	245	236		
Double Count Reduction	17	6	12	23	13	9		
Total Discounted Committed Developments	279	129	152	548	285	263		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	464	231	238	743	383	360		
Growth Volume Used	464	231	238	743	383	360		
Total Volume	3469	1892	1642	3914	1976	1938		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	NO	NO



A B C D E F G H I

Input Data

ROAD NAME: 10th Ave N STATION: 4203 Report Created  
 CURRENT YEAR: 2019 FROM: Midpoint 11/14/2020  
 ANALYSIS YEAR: 2025 TO: N Interstate 95  
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019  
 PSF: 1

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	133	60	73	40	20	19	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	16	13	3	19	7	12	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	8	1	7	8	6	3	Res	0%
Akal Property	67	44	23	79	32	47	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	14	7	8	45	23	22	NR	75%
Total Committed Developments	303	150	154	375	184	191		
Total Committed Residential	111	62	49	148	69	80		
Total Committed Non-Residential	192	88	105	227	115	111		
Double Count Reduction	28	16	12	37	17	20		
Total Discounted Committed Developments	275	134	142	338	167	171		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	460	236	228	533	265	268		
Growth Volume Used	460	236	228	533	265	268		
Total Volume	3465	1897	1632	3704	1858	1846		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	NO	NO	YES	NO	YES	YES

Input Data

ROAD NAME: 10th Ave N STATION: 4203  
 CURRENT YEAR: 2019 FROM: Boutwell Rd  
 ANALYSIS YEAR: 2025 TO: Midpoint  
 GROWTH RATE: -0.60% COUNT DATE: 3/13/2019  
 PSF: 1

Report Created  
 11/14/2020

Link Analysis

Time Period	AM			PM		
	2-way	NB/EB	SB/WB	2-way	NB/EB	SB/WB
Existing Volume	3005	1661	1404	3171	1593	1578
Peak Volume	3005	1661	1404	3171	1593	1578
Diversion(%)	0	0	0	0	0	0
Volume after Diversion	3005	1661	1404	3171	1593	1578

Committed Developments							Type	% Complete
Dollar General Lake Worth	1	0	0	21	10	11	NR	0%
Lake Worth Corners	20	4	16	42	24	18	Res	0%
Lake Worth Middle School	29	16	13	8	4	4	NR	77.20%
Mid-County Center	4	2	3	5	3	2	NR	49%
Walmart-Palm Springs	20	9	11	97	50	47	NR	75%
2720 10th Avenue Medical Office	0	0	0	0	0	0	NR	100%
Race-Trac	0	0	0	0	0	0	NR	100%
The Village at Lake Worth	0	0	0	0	0	0	Res	100%
APEC Petroleum	20	10	10	19	9	10	NR	66%
Value Place Hotel	0	0	0	0	0	0	NR	100%
Village of Valor East	16	13	3	19	7	12	Res	0%
Waterville	0	0	0	0	0	0	Res	100%
Villages of Valor West	8	1	7	8	6	3	Res	0%
Akal Property	67	44	23	79	32	47	Res	0%
Golden Roads Apartments	0	0	0	0	0	0	Res	0%
Banyan Court	0	0	0	0	0	0	Res	100%
Waterside Plaza	14	7	8	45	23	22	NR	75%
Total Committed Developments	199	106	94	343	168	176		
Total Committed Residential	111	62	49	148	69	80		
Total Committed Non-Residential	88	44	45	195	99	96		
Double Count Reduction	18	9	9	37	17	19		
Total Discounted Committed Developments	181	97	85	306	151	157		
Historical Growth	-107	-59	-50	-113	-57	-56		
Comm Dev+1% Growth	366	199	171	501	249	254		
Growth Volume Used	366	199	171	501	249	254		
Total Volume	3371	1860	1575	3672	1842	1832		

Lanes	5L					
LOS D Capacity	3220	1770	1770	3220	1770	1770
Link Meets Test 1?	NO	NO	YES	NO	NO	NO
LOS E Capacity	3400	1870	1870	3400	1870	1870
Link Meets Test 2?	YES	YES	YES	NO	YES	YES

## **Exhibit 8: PBC Five Year Work Program**

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**PALM BEACH COUNTY FIVE YEAR ROAD PROGRAM - EXHIBIT A**

Mid-Year Adjustment Adopted - July 14, 2020

	FY 2020 BUDGETED	FY 2020 PROJECTED	FY 2021 PROJECTED	FY 2022 PROJECTED	FY 2023 PROJECTED	FY 2024 PROJECTED	TOTAL PROJECTED
Local Option Gas Taxes Total	49,679,000	51,393,000	52,420,000	52,420,000	52,420,000	52,420,000	261,073,000
LESS Mass Transit (Palm Tran) Share	(33,045,000)	(33,430,000)	(33,702,000)	(33,702,000)	(33,702,000)	(33,702,000)	-168,238,000
LESS Engineering Operating	(6,526,000)	(7,592,000)	(8,140,000)	(8,140,000)	(8,140,000)	(8,140,000)	-40,152,000
REMAINING ROAD PROGRAM ALLOCATION	10,108,000	10,371,000	10,578,000	10,578,000	10,578,000	10,578,000	52,683,000
LESS 5% STATUTORY RESERVES	(505,400)	0	(528,900)	(528,900)	(528,900)	(528,900)	-2,115,600
OCEAN AVENUE LOAN REPAYMENT	(1,050,848)	(1,050,848)	(1,046,190)	(1,041,037)	(1,035,387)	(1,031,692)	-5,205,154
<b>GAS TAX AVAILABLE FOR NEW ALLOCATIONS</b>	<b>8,551,752</b>	<b>9,320,152</b>	<b>9,002,910</b>	<b>9,008,063</b>	<b>9,013,713</b>	<b>9,017,408</b>	<b>45,362,246</b>
INTEREST EARNINGS	335,518	203,202	274,029	335,081	110,137	102,174	1,024,622
MISCELLANEOUS	11,817,200	1,917,200 A	7,705,000 B	7,615,640 C	750,000 D	0 E	17,987,840
IMPACT FEES USED FOR PROJECTS	38,740,000	19,995,000	51,183,000	28,247,000	12,058,000	19,055,000	130,538,000
PROPORTIONATE SHARE USED FOR PROJECTS	5,706,939	5,517,419	2,115,000	143,000	5,152,000	5,400,678	18,328,097
GAS TAX RESERVE USED FOR PROJECTS	25,000,000	11,000,000	18,400,000	24,500,000	2,000,000	1,200,000	57,100,000
TOTAL CURRENT REVENUES	90,151,409	47,952,973	88,679,939	69,848,784	29,083,850	34,775,260	270,340,805
BALANCES FORWARD	98,763	98,763	1,381,736	121,675	620,458	514,308	98,763
TOTAL REVENUES	90,250,172	48,051,736	90,061,675	69,970,458	29,704,308	35,289,568	270,439,568
PROJECT COSTS AS PROPOSED	90,060,000	46,670,000	89,940,000	69,350,000	29,190,000	35,200,000	270,350,000
REVENUES LESS PROJECT COSTS	190,172	1,381,736	121,675	620,458	514,308	89,568	89,568

General note on interest projections:

Interest earnings on gas taxes are shown on this sheet.

Interest earnings on impact fees remain within each impact fee area and are not shown above.

See Footnotes A, B C and D, on page 2 of 6

## Footnotes:

- A** Infrastructure Sales Tax includes **\$150,000** in FY 2020 and \$450,000 in FY 2023 for CR 880, Sam Senter Rd. over SFWMD Ocean Canal.  
 FDOT (anticipates CIGP funds) up to \$2,880,000 for right-of-way acquisition of Congress Ave., N. of Northlake Blvd. to Alt. A-1-A (\$380,000 in FY 2018, \$1,000,000 in FY 2019 and **\$1,500,000** in FY 2020)  
 Haverhill Commons **\$267,200** contribution for the construction of Haverhill Rd., S. of Ceceile Ave. to N. of Century Blvd.
- B** FDOT (anticipates CIGP funds) up to **\$505,000** for Construction/CEI in FY 2021 for SR 7/Weisman Way Intersection Improvements.  
 Infrastructure Sales Tax includes **\$500,000** in FY 2021 for Congress Ave. and Palm Beach Lakes Blvd. Intersection Improvements  
 Infrastructure Sales Tax includes **\$700,000** in FY 2021 for Florida Mango Rd. over LWDD L-8 Canal Bridge Construction  
 Infrastructure Sales Tax includes **\$6,000,000** in FY 2021 for 6th Ave. South over Lake Osborne Drive Bridge Construction
- C** Lyons Rd./Sansbury's Way, Forest Hill Blvd. to Okeechobee Blvd (Buffered Bike Lanes). This project was approved under TPA 2018 Local Initiative and based on the submitted estimates, Palm Beach County will have to fund design \$1,100,000 in FY 2020 and \$1,354,360 for Construction in FY 2022, FDOT will fund **\$4,215,640** (Total Construction Cost \$5,570,000).  
 Infrastructure Sales Tax includes **\$2,700,000** in FY 2022 for CR880 over C-51 Bridge construction.  
 Infrastructure Sales Tax includes **\$700,000** in FY 2022 for Florida Mango Rd. over LWDD L-9 Canal Bridge Construction
- D** Infrastructure Sales Tax includes \$150,000 in FY 2020 and **\$450,000** in FY 2023 for CR 880, Sam Senter Rd. over SFWMD Ocean Canal.  
 Infrastructure Sales Tax includes **\$300,000** in FY 2023 for Cresthaven Blvd., Jog Rd.to Military Tr. (Buffered Bike Lanes). Funding for this project was approved by the TPA 2020 Local Initiative Program and based on the submitted estimates, Palm Beach County will have to fund design & CEI of \$759,510. FDOT will fund construction of \$4,598,000 in FY 2025, (Total Construction Cost \$5,000,000).

## Mid-Year Adjustment Adopted - July 14, 2020

PROJECT	LIMITS	DESCRIPTION	FY 2020		FY 2021		FY 2022		FY 2023		FY 2024	
			Cost	Phase								
6th Ave. S.	over Lake Osborne Dr.	Bridge Replacement			8,500	C						
10th Ave. N.	Boutwell Rd.	Intersection Improvements			750	C						
45th St.	E. of Haverhill Rd. to E. of Military Trail	0.6 mi., 6 L			2,160	C						
60th St. N.	W. of 140th Ave. N. to Avocado Blvd.	0.8 mi., 3L	1,600	S/D/R			100	D/R/M				
60th St. N.	Avocado Blvd. to E. of 120th Ave. N.	1.6 mi. 3L	200	R/M			7,000	C				
Admin. Support/Equipment	Countywide	Staff support and Computer Equip. for Program	370	P								
Annual Contract Advertising	Countywide	Advertising	20	P								
Benoist Farms Rd.	S.R. 80 to Belvedere Rd.	0.9 mi, 3 L			5,200	C						
Blue Heron Blvd.	Australian Ave.	Intersection Improvements			350	C						
Blue Heron Blvd.	Congress Ave.	Intersection Improvements			400	C						
Boca Rio Rd.	Palmetto Park Rd. to Glades Rd.	1.3 mi, 4/5 L	10	D	1,700	D/R						
Camino Real	Military Trail to SW 7th Ave.	Milling, Resurfacing and Safety Improvements			840	C						
Center Street	Loxahatchee River Rd. to Alt. A-1-A	1.7 mi., 3 L							10	D	1,300	D/R
Church St.	Limestone Creek Rd. to W. of Central Blvd.	0.5 mi, 2 L	500	D/R			2,000	R/M/C				
Clint Moore Rd.	Oaks Club Drive to Long Lake Dr.	0.8 mi, 6 L			2,500	C						
Clint Moore Rd.	Jog Rd.	Intersection Improvements			780	C						
Clint Moore Rd.	Military Tr.	Intersection Improvements	1,700	R			1,600	C				
Coconut Blvd.	S. of 78th Place North to S. of Northlake Blvd.	1.3 mi. 5 L			1,500	R					4,300	C
Congress Ave.	Palm Beach Lakes Blvd.	Intersection Improvements			2,000	C						
Congress Ave.	N. of Northlake Blvd. to Alt. A-1-A	0.6 mi, 2 L & 3 L	3,000	R			6,000	R/C				
CR 880	Belle Glade to Twenty Mile Bend	Rehabilitation/Heavy Maintenance	1,000	C								
CR 880	Sam Senter Rd. over SFWMD Ocean Canal	Intersection Improvements & Bridge Replacement	1,300	D/R/M					2,500	C		
CR 880	over C-51 Canal	Bridge Replacement					3,500	C				
Cresthaven Blvd.	Jog Rd. to Military Tr.	Buffered Bike Lanes							450	D		
Donald Ross Rd.	Bascule Bridge	Equipment					8,000	C				
Donald Ross Rd.	Prosperity Farms Rd. to E. of Ellison Wilson Rd.	0.7 mi, 6 L	550	D/R							1,900	C
Flavor Pict Rd.	Lyons Rd. to Hagen Ranch Rd.	1.7 mi, 4 L							10	D	4,780	S/D/R

\*See Footnotes, Phase(s): S- Study; D=Design; M=Mitigation; R=R/W Acq.; C=Construction; P=Payment

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**TRANSMITTAL LETTER**

**VIA:** Hand Delivery  
**TO:** Palm Beach County Traffic Division  
2300 North Jog Road, 3<sup>rd</sup> Floor  
West Palm Beach, FL 33411

**TRANSMITTING:** Report Golden Road Apt.  
**DATE:** November 30, 2020  
**PH:** (561)687-2220

(cannot be sent without phone number)

**PROJECT NAME:** Golden Road Apartments  
**PROJECT NO:**  
**WGI NO:** 2156.03  
**SUBJECT:** Golden Road Apartments - Traffic Study and Fee Invoice

**THESE ARE TRANSMITTED:** As Requested

COPIES	DATE	DESCRIPTION
1	11/30/2020	Traffic Concurrency Analysis
1	11/30/2020	TPS Review Fee - \$1,022.40 check - Check #6796

**COMMENTS:**

<p>RECEIVED</p> <p>NOV 30 2020</p> <p>TRAFFIC DIVISION</p>
--

**COPIES TO:**

**WGI, Inc.**  
2035 Vista Parkway  
West Palm Beach, FL 33411  
Phone: 561.687.2220 Fax: 561.687.1110  
[WGIInc.com](http://WGIInc.com)

**FILE:**

**BY:** \_\_\_\_\_  
Connor Bailey  
Planner

## Juan Ortega

---

**From:** Hanane Akif <HAKif@pbcgov.org>  
**Sent:** Tuesday, December 1, 2020 10:33 AM  
**To:** Juan Ortega  
**Subject:** RE: Golden Road - Lake Worth Beach TPS Review  
**Attachments:** SKM\_C55820120111190.pdf

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**From:** Hanane Akif  
**Sent:** Tuesday, December 1, 2020 10:32 AM  
**To:** 'Juan Ortega' <jortega@jfo.us>  
**Subject:** RE: Golden Road - Lake Worth Beach TPS Review

Received.

---

**From:** Juan Ortega [<mailto:jortega@jfo.us>]  
**Sent:** Monday, November 30, 2020 12:43 PM  
**To:** Hanane Akif <[HAKif@pbcgov.org](mailto:HAKif@pbcgov.org)>  
**Subject:** Golden Road - Lake Worth Beach TPS Review

Good afternoon Hanane, a hard copy of the Golden Road TPS Traffic Analysis was delivered to the County earlier today along with the TPS review fee. Attached is an electronic copy for your convenience. Could you please confirm that you received the hard copy?



**Dr. Juan F. Ortega, PE**  
**JFO GROUP INC**

6671 W. Indiantown Road • Suite 50-324 • Jupiter, FL  
T: (561) 462-5364 • C: (561) 512-7556 • F: (561) 465-8044

[JOrtega@jfo.us](mailto:JOrtega@jfo.us)



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Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Yoan Machado  
Project Manager  
WGI, Inc  
2035 Vista Parkway  
West Palm Beach, FL 33411

**Re: Golden Road - Parking Analysis**  
**PCNs 38-43-44-20-01-004-0030/-0060/-0080/-0120/-0010/-026-0010**

Dear Yoan,

JFO Group Inc. has been retained to prepare a parking demand statement associated with a reduction in the required number of parking spaces per City of Lake Worth Beach Code of Ordinances Sec. 23.4-10 Off-Street Parking Requirements for the Golden Road project.

The *Golden Road Property* project is located just west of Boutwell Road, north of 10<sup>th</sup> Avenue in the City of Lake Worth Beach, Florida. Parcel Control Numbers associated with this project are 38-43-44-20-01-004-0030/-0060/-0080/-0120/-0010/-026-0010. Figure 1 shows the project location in relation to the transportation network.

Exhibit 1 includes a copy of the proposed site plan for the Golden Road project. As shown in the proposed site plan, the subject site is proposing 230 Apartment Homes. According to Sec. 23.4-10. of the City's Code of Ordinances, 379<sup>1</sup> parking spaces are required while 360<sup>2</sup> parking spaces are being provided.



**Figure 1 : Project Location**

Exhibit 2 shows Parking Demand calculations for multifamily housing (ITE LU 221) using the Institute of Transportation Engineers (ITE) Parking Generation Manual, 5<sup>th</sup> Edition. Parking demand was calculated based on total number of Bedrooms, Dwelling Units, and, Occupied Dwelling Units. Table 1 summarizes parking demand calculations for the Golden Road project comparing required parking by Code vs parking demand from ITE Parking Manual.

<sup>1</sup> 1 Bedroom (104 Units @ 1.5 Sp/Unit) = 156 Spaces  
2 Bedroom (117 Units @ 1.75 Sp/Unit) = 205 Spaces  
3 Bedroom (9 Units @ 2 Sp/Unit) = 18 Spaces

<sup>2</sup> 270 Standard Spaces + 82 Compact Parking Spaces + 32 Bike Racks (8 Spaces)

**Table 1: Parking Demand Summary**

Independent Variable	Intensity	Fitted Curve Equation	Average	85 <sup>th</sup> Percentile	Calculated Parking Demand <sup>2</sup>	Required Parking	Proposed Parking
Bedrooms	365 <sup>1</sup>	$P=0.82(X)-20.37$	0.75	0.87	274 - 318	379	360
Dwelling Units	230	$P=1.34(X)-8.73$	1.31	1.47	300 - 338		
Occupied Dwelling Units	230	$P=1.34(X)-5.76$	1.32	1.51	302 - 347		

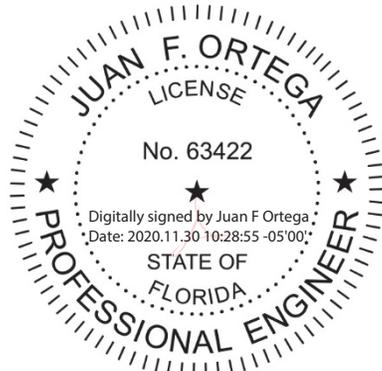
<sup>1</sup> 104 Units × (1 Bedroom) + 117 Units × (2 Bedrooms) + 9 Units × (3 Bedrooms) = 365 Bedrooms

<sup>2</sup> Bottom range is the highest of the equation vs the average while the top range is the 85<sup>th</sup> Percentile demand.

Consequently, given the Multifamily Housing (ITE LU 221) parking demand rates included in the 5<sup>th</sup> Edition of the ITE Parking Generation Manual, we are respectfully requesting that 360 parking spaces are provided at the Golden Road project instead of the 379 parking spaces required by the City of Lake Worth Beach Code of Ordinances. This proposed technical deviation is the minimum deviation necessary to make the best use of the property.

Sincerely,

**JFO GROUP INC**  
COA Number 32276



Enclosures: Exhibit 1: Proposed Site Plan  
Exhibit 2: Parking Generation



## Land Use: 221 Multifamily Housing (Mid-Rise)

### Description

Mid-rise multifamily housing includes apartments, townhouses, and condominiums located within the same building with at least three other dwelling units and with between three and 10 levels (floors) of residence. Multifamily housing (low-rise) (Land Use 220), multifamily housing (high-rise) (Land Use 222), and affordable housing (Land Use 223) are related land uses.

### Time of Day Distribution for Parking Demand

The following table presents a time-of-day distribution of parking demand on a weekday (one general urban/suburban study site), a Saturday (two general urban/suburban study sites), and a Sunday (one dense multi-use urban study site).

Hour Beginning	Percent of Peak Parking Demand		
	Weekday	Saturday	Sunday
12:00–4:00 a.m.	100	100	100
5:00 a.m.	94	99	–
6:00 a.m.	83	97	–
7:00 a.m.	71	95	–
8:00 a.m.	61	88	–
9:00 a.m.	55	83	–
10:00 a.m.	54	75	–
11:00 a.m.	53	71	–
12:00 p.m.	50	68	–
1:00 p.m.	49	66	33
2:00 p.m.	49	70	40
3:00 p.m.	50	69	27
4:00 p.m.	58	72	13
5:00 p.m.	64	74	33
6:00 p.m.	67	74	60
7:00 p.m.	70	73	67
8:00 p.m.	76	75	47
9:00 p.m.	83	78	53
10:00 p.m.	90	82	73
11:00 p.m.	93	88	93

## Additional Data

In prior editions of *Parking Generation*, the mid-rise multifamily housing sites were further divided into rental and condominium categories. An investigation of parking demand data found no clear differences in parking demand between the rental and condominium sites within the ITE database. As more data are compiled for future editions, this land use classification can be reinvestigated.

The average parking supply ratios for the study sites with parking supply information are shown in the table below.

Setting	Proximity to Rail Transit	Parking Supply Ratio	
		Per Dwelling Unit	Per Bedroom
Center City Core	Within ½ mile of rail transit	1.1 (15 sites)	1.0 (12 sites)
Dense Multi-Use Urban	Within ½ mile of rail transit	1.2 (39 sites)	0.9 (34 sites)
	Not within ½ mile of rail transit	1.2 (65 sites)	0.8 (56 sites)
General Urban/Suburban	Within ½ mile of rail transit	1.5 (25 sites)	0.8 (12 sites)
	Not within ½ mile of rail transit	1.7 (62 sites)	1.0 (39 sites)

The sites were surveyed in the 1980s, the 1990s, the 2000s, and the 2010s in California, Colorado, District of Columbia, Maryland, Massachusetts, New Jersey, New York, Oregon, Virginia, Washington, and Wisconsin.

*It is expected that the number of bedrooms and number of residents are likely correlated to the parking demand generated by a residential site. Parking studies of multifamily housing should attempt to obtain information on occupancy rate and on the mix of residential unit sizes (i.e., number of units by number of bedrooms at the site complex). Future parking studies should also indicate the number of levels contained in the residential building.*

## Source Numbers

21, 209, 247, 255, 277, 401, 402, 419, 505, 512, 522, 533, 535, 536, 537, 538, 545, 546, 547, 575, 576, 577, 579, 580, 581, 583, 584, 585, 587

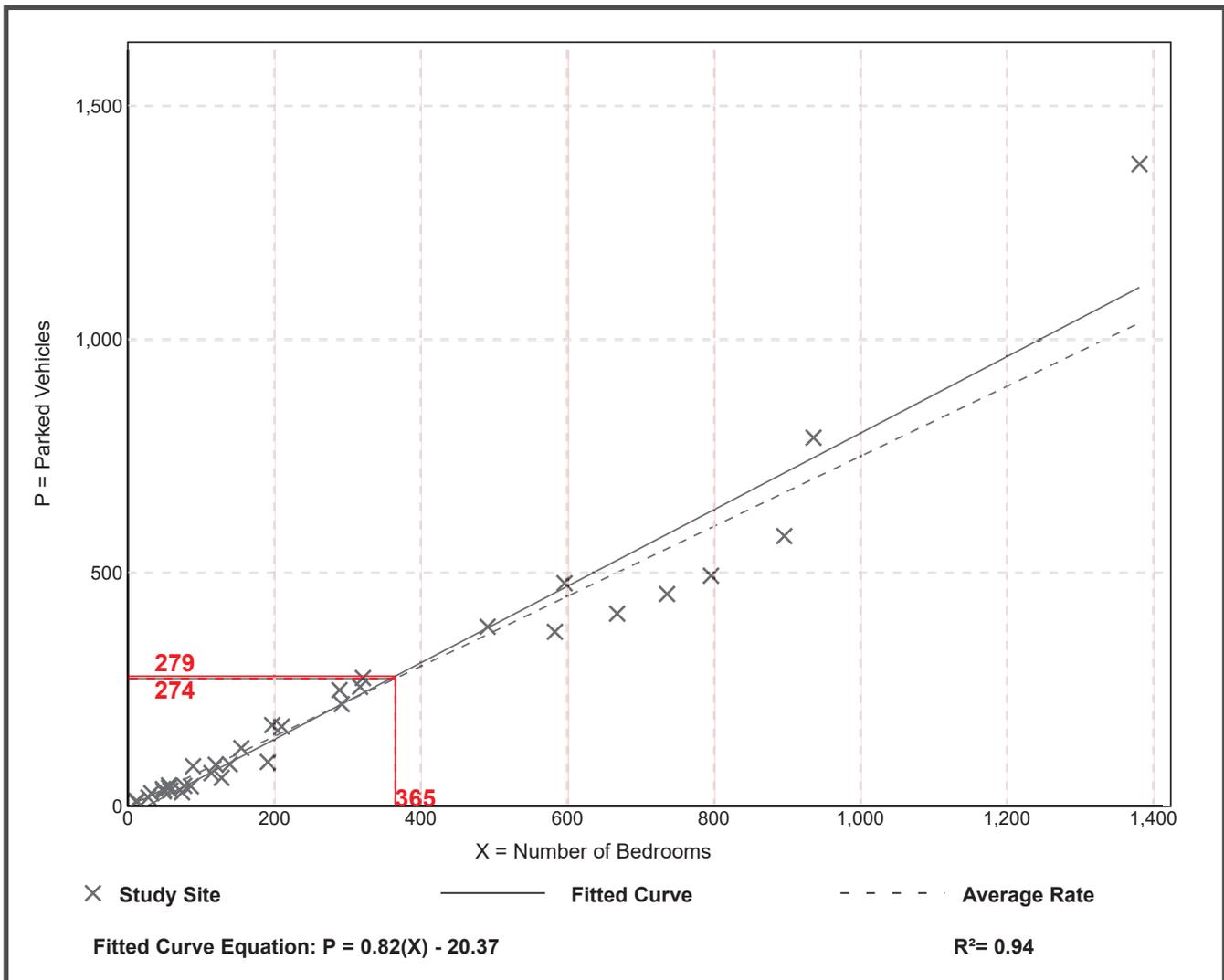
# Multifamily Housing (Mid-Rise) (221)

**Peak Period Parking Demand vs:** Bedrooms  
**On a:** Weekday (Monday - Friday)  
**Setting/Location:** General Urban/Suburban (no nearby rail transit)  
**Peak Period of Parking Demand:** 10:00 p.m. - 5:00 a.m.  
 Number of Studies: 35  
 Avg. Num. of Bedrooms: 294

## Peak Period Parking Demand per Bedroom

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
0.75	0.41 - 1.00	0.65 / 0.87	0.70 - 0.80	0.15 (20%)

## Data Plot and Equation



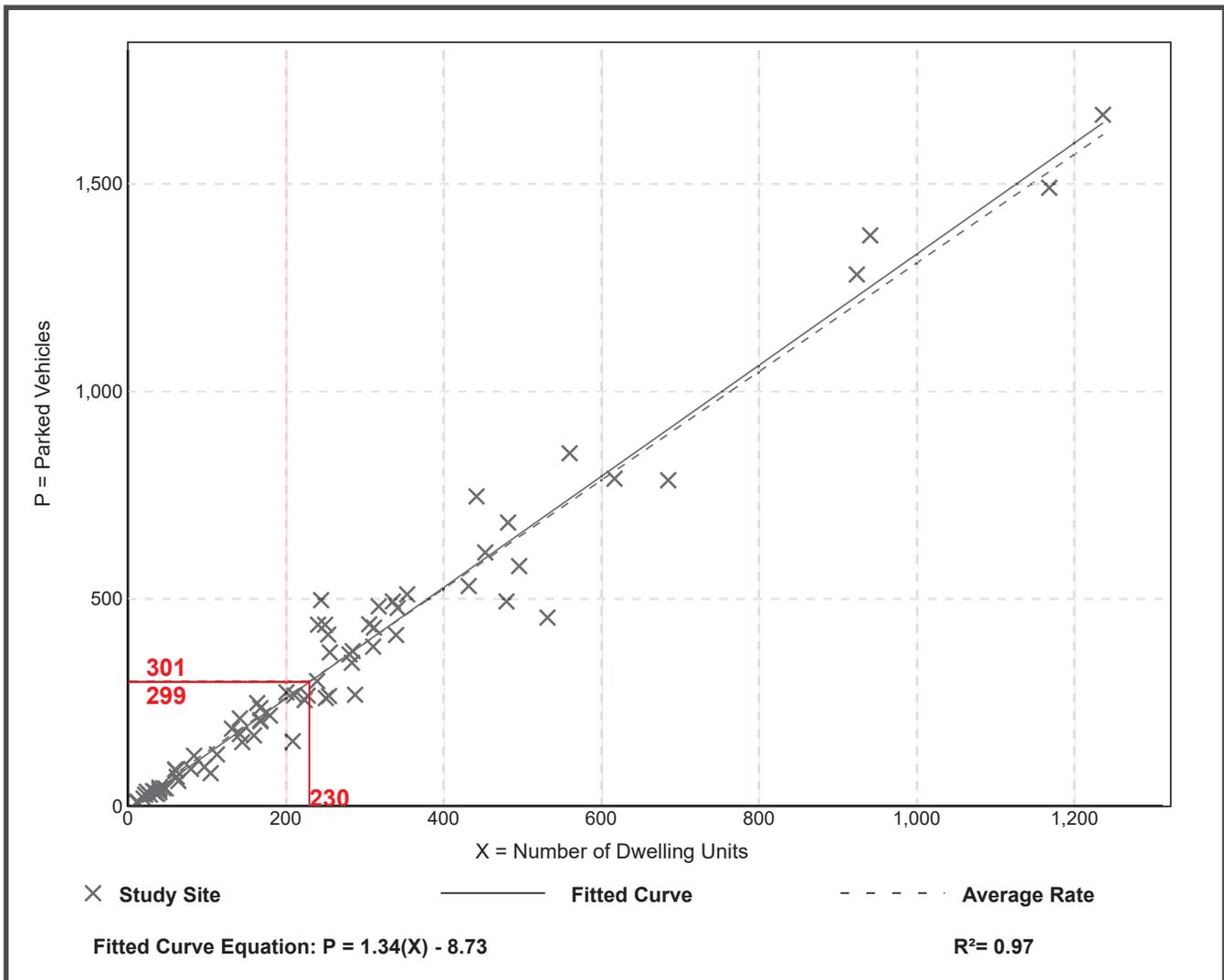
# Multifamily Housing (Mid-Rise) (221)

**Peak Period Parking Demand vs:** Dwelling Units  
**On a:** Weekday (Monday - Friday)  
**Setting/Location:** General Urban/Suburban (no nearby rail transit)  
**Peak Period of Parking Demand:** 10:00 p.m. - 5:00 a.m.  
 Number of Studies: 73  
 Avg. Num. of Dwelling Units: 261

## Peak Period Parking Demand per Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.31	0.75 - 2.03	1.13 / 1.47	1.26 - 1.36	0.22 (17%)

## Data Plot and Equation



# Multifamily Housing (Mid-Rise) (221)

Peak Period Parking Demand vs: **Occupied Dwelling Units**

On a: **Weekday (Monday - Friday)**

Setting/Location: **General Urban/Suburban (no nearby rail transit)**

Peak Period of Parking Demand: **10:00 p.m. - 5:00 a.m.**

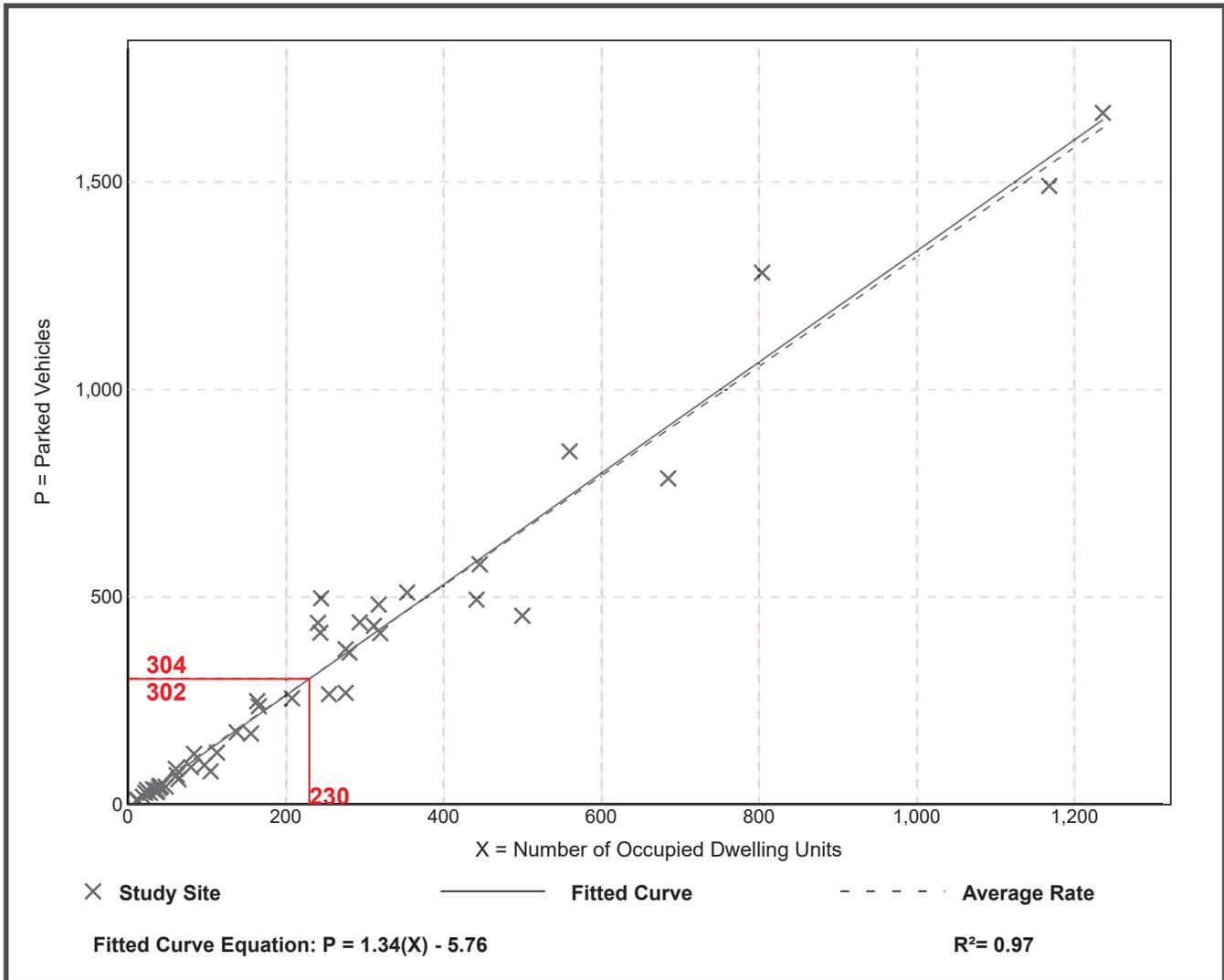
Number of Studies: 48

Avg. Num. of Occupied Dwelling Units: 234

## Peak Period Parking Demand per Occupied Dwelling Unit

Average Rate	Range of Rates	33rd / 85th Percentile	95% Confidence Interval	Standard Deviation (Coeff. of Variation)
1.32	0.75 - 2.03	1.04 / 1.51	1.25 - 1.39	0.24 (18%)

## Data Plot and Equation





December 18, 2020

Dr. Juan F. Ortega, PE  
JFO Group Inc.  
6671 W Indiantown Road, Suite 50-324  
Jupiter, FL 33458

**Department of Engineering  
and Public Works**

P.O. Box 21229  
West Palm Beach, FL 33416-1229  
(561) 684-4000  
FAX: (561) 684-4050  
www.pbcgov.com

**RE: Golden Road  
Project #: 201201  
Traffic Performance Standards Review**

Dear Dr. Ortega:

The Palm Beach County Traffic Division has reviewed the **Golden Road** Traffic Impact Statement, revised December 7, 2020, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

**Palm Beach County  
Board of County  
Commissioners**

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

<b>Municipality:</b>	Lake Worth Beach
<b>Location:</b>	North side of 10 <sup>th</sup> Avenue, west of Boutwell Road
<b>PCN:</b>	38-43-44-20-01-026-0010 (additional PCNs in file)
<b>Access:</b>	One full access driveway connection onto 10 <sup>th</sup> Avenue <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u>
<b>Existing Uses:</b>	Vacant
<b>Proposed Uses:</b>	Mid-rise Multi-Family Residential = 230 DU
<b>New Daily Trips:</b>	1,251
<b>New Peak Hour Trips:</b>	83 (22/61) AM; 101 (62/39) PM
<b>Build-out:</b>	December 31, 2025

**County Administrator**

Verdenia C. Baker

Based on the review, the Traffic Division has determined that the proposed development **meets** the Traffic Performance Standards of Palm Beach County.

The followings should be addressed for site access:

1. The driveway location is not shown correctly. The minimum separation between the existing driveway to the west and new driveway will be 150' not 125'.
2. The very minimum turnaround for not admitted vehicles should accommodate SU-30 type of vehicles as Amazon Prime, UPS or FedEx. Shown entrance will not provide sufficient turnaround width.
3. Please label R/W dedication width. Note 10<sup>th</sup> Avenue N is being updated to 110 foot ROW on the TIM, so half of that width must be dedicated from the centerline of the road.
4. The drawing shows bus shelter on the site- will buses be entering the development?
5. Proposed modifications to 10<sup>th</sup> Avenue must be shown.

*"An Equal Opportunity  
Affirmative Action Employer"*



Dr. Juan F. Ortega, PE  
December 18, 2020  
Page 2

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

No building permits are to be issued by the City after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email [QBari@pbcgov.org](mailto:QBari@pbcgov.org).

Sincerely,

A handwritten signature in blue ink, appearing to read "Quazi Bari".

Quazi Bari, P.E., PTOE  
Manager – Growth Management  
Traffic Division

QB:HA:jc

cc: Addressee

Erin Fitzhugh Sita, AICP, Assistant Director-Planning, Zoning, & Preservation Community  
Sustainability Department, City of Lake Worth Beach  
Harane Akif, E.I., Project Coordinator II, Traffic Division  
Bogdan Piorkowski, P.E., Sr. Prof. Engineer, Traffic Division  
Steve Bohovsky, Technical Assistant III, Traffic Division

File: . General - TPS - Mun - Traffic Study Review  
F:\TRAFFIC\HAMUNICIPALITIES\APPROVALS\2020\201201 - GOLDEN ROAD.DOCX

# Sustainable Bonus Incentive Program



All development proposals seeking increased height above two stories, or additional FAR, as each may be allowed in a zoning district, shall submit this Sustainable Bonus Incentive Program Application. The application shall accompany the standard City of Lake Worth Universal Development Application for the development proposal.

Two hard copies and one electronic copy of the following materials are required in order for a Sustainable Bonus Incentive Program Application to be deemed complete and sufficient to present to the decision making board.

The Sustainable Bonus Incentive calculations are based on the gross square footage of the bonus height or intensity requested. The additional gross square footage amount is multiplied by \$5 per square foot ("Value Multiplier") in order to determine the value of the additional improvements to be provided for the project.

**1. Please indicate whether the development proposal includes bonus height or bonus intensity:**

a.  Bonus Height

i. No. of Additional Stories: Bldg Type I-II (1 story) Bldg Type III-IV (2 stories) ("Bonus Height")

ii. Additional Gross Floor Area: 128,499 ("Bonus Area")

b.  Bonus Intensity

i. Additional Floor Area Ratio: \_\_\_\_\_ ("Bonus Intensity")

ii. Additional Gross Floor Area: \_\_\_\_\_ ("Bonus Area")

**2. Multiply the Bonus Area by the Value Multiplier to determine the value of required improvements.**

a. 128499 square feet x \$5 = \$ 642,495x50% (FL Green Bldg Certification)  
Bonus Area Value of Required Improvements

**3. Indicate the type and value of the community benefit proposed to qualify for the Bonus Area:**

a.  On-Site Features and Improvements; Value: \$ 494,750

b.  Off-Site Features and Improvements; Value: \$ \_\_\_\_\_

c.  Fee In Lieu; Amount: \$ \_\_\_\_\_

**4. Attach to this application a separate sheet with a detailed description of the proposed improvement and valuation of the same.**



Community Benefits Requirement Calculation			
Community Benefit Requirement	128,499 SF x \$5.00/SF	\$642,495	Because project is residential in nature the per unit cost of the community benefit requirement could be broken down by dividing the overall community benefit dollar requirement by the number of units = \$642,495/230 units = \$2,793.45/unit
Additional Units	38 DUs over x 889.3sf avg unit = 33,793.4 x \$10sf	\$337,934	Number of units above the standard density, allowed through the Planned Development and Sustainable Bonus Program
Florida Green Building Certification Reduction (50%)	\$980,429 x 50% = \$490,214.5	\$490,215	The Applicant agrees to condition of approval to obtain Florida Green Building Certification by the time of CO for the project.
CATEGORY	COMMUNITY BENEFIT PROVIDED	\$ VALUE	NOTES
<b>Public Amenity:</b> 10th Avenue ROW dedication	Additional ROW along 10th Avenue North to address traffic concerns.	\$33,000	Please refer to the submitted appraisal report for details regarding the 14' ROW dedication.
<b>Public Amenity:</b> Sidewalk along 10th Avenue North	Meandering sidewalk along the 10th Avenue North ROW provides connectivity and alternative mobility options for pedestrians.	\$8,000	Cost estimate assumes \$35/LF with (5' wide, 4" thick sidewalk at 230LF).
<b>Public Amenity:</b> Pool & Deck Area	Community space provided through access to a community pool that is not required by the municipal code.	\$50,000	Based on a 2,699 square foot pool area.
<b>Public Amenity:</b> Cabana	Community space provided through access to a cabana that is not required by the municipal code.	\$151,250	Assumes a cabana size of 1,375 square feet and a cost per square foot of \$110 (1,375 SF x \$110/SF = \$151,250)
<b>Public Amenity:</b> Fitness Area	Community space provided through access to a fitness area that is not required by the municipal code.	\$202,500	Based on a 1,500 square feet Fitness Area at Clubhouse
<b>School Bus Shelter</b>	Community space provided through access to 10x15 feet shelter that is not required by the municipal code.	\$15,000	Bus shelter station
<b>Dog Park</b>	Community space provided through access to 2,400 SF that is not required by the municipal code.	\$10,000	Area to include seating area, water station, and lighting, landscape and shade trees,
<b>Public Amenity:</b> Tot Lot	Community space provided through access to a tot lot that is not required by the municipal code.	\$25,000	Based on a 964 square foot standard tot lot.
<b>Total Sustainable Bonus Program Provided</b>		<b>\$494,750</b>	
<b>Total Sustainable Bonus Program Required</b>		<b>\$490,215</b>	
<b>Sustainable Bonus Program Surplus</b>		<b>\$4,536</b>	

\$490,215

**GOLDEN ROAD APARTMENTS  
Site Photos**



**EAST – ADJACENT SURROUNDING SITE**



**EAST – ADJACENT SURROUNDING SITE**



**EAST – ADJACENT SURROUNDING SITE**



**EAST – ADJACENT**



**EAST - ADJACENT**



**SUBJECT SITE**



**SUBJECT SITE**



**SUBJECT SITE**



**SOUTH – ADJACENT SURROUNDING SITE**



**SOUTH – ADJACENT SURROUNDING SITE**



**SOUTH – ADJACENT**



**SOUTH – ADJACENT**



**SOUTH – ADJACENT**



**SOUTH – ADJACENT**



**SOUTH - VIEW**



**SOUTH - VIEW**



**SOUTH – VIEW**



**SOUTH – VIEW**



**SOUTH – VIEW**



**WEST – ADJACENT**



**WEST – ADJACENT**



**WEST – ADJACENT**



**WEST - ADJACENT**



**WEST - ADJACENT**



**WEST – VIEW**



**WEST – VIEW**



**WEST - VIEW**



**WEST - VIEW**



**WEST - VIEW**



**WEST - VIEW**



CFN 20140418966  
 OR BK 27154 PG 1661  
 RECORDED 11/10/2014 15:57:03  
 Palm Beach County, Florida  
 ANT 10.00  
 Doc Stamp 0.70  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1661 - 1662; (2pgs)

THIS INSTRUMENT PREPARED BY AND RETURN TO:  
 WILL CALL 211  
 Leslie Robert Evans, Esq.  
 Leslie Robert Evans & Associates, P.A.  
 214 Brazilian Avenue, Suite 200  
 Palm Beach, Florida 33480  
 Our File No.: 1861-105  
 Property Appraisers Parcel Identification (Folio) Numbers: 00-43-44-20-01-004-0010

SPACE ABOVE THIS LINE FOR RECORDING DATA

# WARRANTY DEED

**THIS WARRANTY DEED**, made the 27<sup>th</sup> day of September, 2013 by LW10TH INC., A FLORIDA CORPORATION, herein called the grantor, to LAKE WORTH INVESTMENT GROUP LLC. A FLORIDA LIMITED LIABILITY COMPAMY whose post office address is 4005 NW 114TH AVENUE, SUITE 5, DORAL, FL 33178, 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 TEN AND 00/100'S (\$10.00) Dollars 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, State of Florida, viz.:

All that part of Tract 4 MODEL LAND CO. SUBDIVISION OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 43 EAST, recorded in Plat Book 5, Page 79, as described as follows:

Beginning at a point 20 feet North of the South line of said Tract 4 and 220 feet West of the East line of said Tract 4, said point being the Southwest corner of the property conveyed to J. Floyd Pollock and wife, and running thence North a distance of 168 feet along the West line of the land so conveyed to Pollock and the West line of the land conveyed to Clinton Noble and wife by Deed recorded in Deed Book 821, Page 1, Palm Beach County, Florida records, to the Northwest corner of the land so conveyed to said Noble; thence running West on a line parallel to the South line of said Tract 4, a distance of 100 feet; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to the North line of roadway; thence East along the North line of said roadway, a distance of 100 feet to the Point of Beginning, less and excepting the West 9 feet thereof, using the East 9 feet of the property conveyed to Joseph Kanfoush and Rita M. Kanfoush, his wife by Deed recorded in Official Record Book 2857, Page 1123, together with an easement over the 20 foot roadway running along the South line of Tract 4 to the county road.

**Subject to easements, restrictions and reservations of record and to taxes for the year 2014 and thereafter.**

**THIS DEED IS BEING EXECUTED AND DELIVERED AS TO A PARCEL THAT WAS TO BE INCLUDED IN THE LEGAL DESCRIPTION OF THAT CERTAIN DEED RECORDED OCTOBER 1, 2013 IN OFFICIAL RECORD BOOK 26358, PAGE 1677, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA - THEREFORE, DOCUMENTARY STAMPS FOR THE CONVEYANCE WERE PAID IN FULL.**

**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.

WARRANTY DEED

PAGE TWO

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, and hereby 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, 2013.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]  
 Witness #1 Signature

NAHKA RAMOS  
 Witness #1 Printed Name

[Signature]  
 Witness #2 Signature

C.M. Hilgendorf  
 Witness #2 Printed Name

LW10TH INC., A FLORIDA CORPORATION  
[Signature]  
 LESLIE R. EVANS, PRESIDENT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

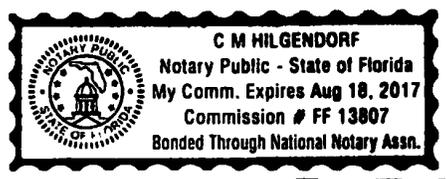
The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of NOV ~~October~~, 2014 by LESLIE R. EVANS, PRESIDENT of LW10TH INC., A FLORIDA CORPORATION on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

SEAL

[Signature]  
 Notary Signature  
 C.M. Hilgendorf

\_\_\_\_\_  
 Printed Notary Signature

My Commission Expires:





PREPARED BY AND RETURN TO:  
**WILL CALL BOX NO. 211**  
 Leslie Robert Evans & Associates, P.A.  
 214 Brazilian Avenue, Suite 200  
 Palm Beach, Florida 33480  
 Our File No.: 1861-105

CFN 20130431085  
 OR BK 26358 PG 1677  
 RECORDED 10/01/2013 14:15:42  
 Palm Beach County, Florida  
 AMT 925,000.00  
 Doc Stamp 6,475.00  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1677 - 1681; (5pgs)

Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is \$925,000.00. Florida Documentary Stamps in the amount of \$6,475.00 have been paid hereon.

SPACE ABOVE THIS LINE FOR RECORDING DATA

## WARRANTY DEED

**THIS WARRANTY DEED**, made the 21<sup>st</sup> day of **September, 2013**, by

**LW10TH INC., A FLORIDA CORPORATION**, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

**LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose post office address is: **4005 NW 114<sup>th</sup> Avenue, Suite 5, Doral, Florida, 33178**, 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)*

**W I T N E S S E T H:** That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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, State of Florida, viz.:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.**

**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, and hereby 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, 2012.



PREPARED BY AND RETURN TO:  
**WILL CALL BOX NO. 211**  
Leslie Robert Evans & Associates, P.A.  
214 Brazilian Avenue, Suite 200  
Palm Beach, Florida 33480  
Our File No.: **1861-105**

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\_\_\_\_\_  
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## **WARRANTY DEED**

**THIS WARRANTY DEED**, made the 21<sup>st</sup> day of September, 2013, by

**LW10TH INC., A FLORIDA CORPORATION**, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

**LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose post office address is: **4005 NW 114<sup>th</sup> Avenue, Suite 5, Doral, Florida, 33178**, 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)*

**W I T N E S S E T H:** That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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, State of Florida, viz.:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.**

**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, and hereby 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, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran  
 Witness #1 Signature

Lorraine M. Corcoran  
 Witness #1 Printed Name

Cardice L. Gordon  
 Witness #2 Signature

Cardice L. Gordon  
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: Leslie R. Evans  
 Leslie R. Evans, President

STATE OF FLORIDA

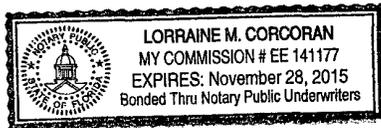
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

SEAL

My Commission Expires:

Lorraine M. Corcoran  
 Notary Public



Certified COPY

# Exhibit "A"

## LEGAL DESCRIPTION

**PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):**

**That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.**

**LESS the East 220 feet of said Tract 27.**

**AND LESS a parcel of land out of said Tract 26, described as follows:**

**Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.**

**AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.**

**PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:**

**Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.**

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**BEGINNING** at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy



PREPARED BY AND RETURN TO:  
**WILL CALL BOX NO. 211**  
Leslie Robert Evans & Associates, P.A.  
214 Brazilian Avenue, Suite 200  
Palm Beach, Florida 33480  
Our File No.: **1861-105**

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Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1677 - 1681; (5pgs)

Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is **\$925,000.00**. Florida Documentary Stamps in the amount of **\$6,475.00** have been paid hereon.

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDING DATA

## **WARRANTY DEED**

**THIS WARRANTY DEED**, made the 21<sup>st</sup> day of September, 2013, by

**LW10TH INC., A FLORIDA CORPORATION**, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

**LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose post office address is: **4005 NW 114<sup>th</sup> Avenue, Suite 5, Doral, Florida, 33178**, 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)*

**W I T N E S S E T H:** That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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, State of Florida, viz.:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.**

**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, and hereby 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, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran  
 Witness #1 Signature

Lorraine M. Corcoran  
 Witness #1 Printed Name

Cardice L. Gordon  
 Witness #2 Signature

Cardice L. Gordon  
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: Leslie R. Evans  
 Leslie R. Evans, President

STATE OF FLORIDA

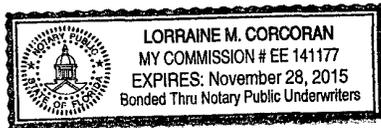
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

SEAL

My Commission Expires:

Lorraine M. Corcoran  
 Notary Public



Certified COPY

# Exhibit "A"

## LEGAL DESCRIPTION

**PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):**

**That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.**

**LESS the East 220 feet of said Tract 27.**

**AND LESS a parcel of land out of said Tract 26, described as follows:**

**Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.**

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**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

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**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

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This is not a certified copy



PREPARED BY AND RETURN TO:  
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\_\_\_\_\_  
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## WARRANTY DEED

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**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, and hereby 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, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran  
 Witness #1 Signature

Lorraine M. Corcoran  
 Witness #1 Printed Name

Cardice L. Gordon  
 Witness #2 Signature

Cardice L. Gordon  
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: Leslie R. Evans  
 Leslie R. Evans, President

STATE OF FLORIDA

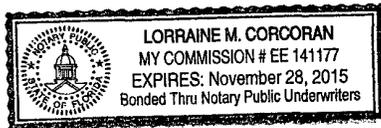
COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

SEAL

My Commission Expires:

Lorraine M. Corcoran  
 Notary Public



# Exhibit "A"

## LEGAL DESCRIPTION

**PARCEL NO. 1: (See Warranty Deed recorded in Official Records Book 8448, Page 874):**

**That part of Tract 26 and Tract 27, lying North of the 10th Avenue Right-of-Way, Model Land Company's Subdivision, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida.**

**LESS the East 220 feet of said Tract 27.**

**AND LESS a parcel of land out of said Tract 26, described as follows:**

**Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.**

**AND LESS AND EXCEPT those portions of Tracts 26 and 27 lying within 10th Avenue North described in Official Records Book 367, Page 619 and in Official Records Book 1269, Page 272, both of the Public Records of Palm Beach County, Florida.**

**PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**A parcel of land located in Tract 4 of the Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, described as follows:**

**Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.**

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

**PARCEL NO. 4: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**BEGINNING at a point in the South line of Tract 4, Section 20, Township 44 South, Range 43 East, Palm Beach County, Florida, which point is 490 feet Westerly from the Southeast corner of said Tract 4; thence running Northerly parallel to the East line of said Tract 4, a distance of 100 feet to a point; thence Westerly parallel to the South line of Tract 4 to the East Right-of-Way line of Keller's Canal; thence Southwesterly along the said Easterly Right-of-Way line of said canal to an iron pipe in the South line of Tract 4; thence Easterly, a distance of 100.64 feet along said South line of Tract 4, to the POINT OF BEGINNING.**

**PARCEL NO. 5: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**The South 20 feet of the West 170 feet of the East 490 feet of Tract 4, of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, being a portion of what is commonly known as Keast Lane.**

**PARCEL NO. 6: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**TOGETHER WITH a Right-of-Way easement over the South 20 feet of the remaining portion of Tract 4 to the County Road, along the East side of said Tract 4, said 20 foot roadway along the South side of Tract 4 being commonly known as Keast Lane.**

**AND**

**PARCEL NO. 7: (See Warranty Deed recorded in Official Records Book 9493, Page 24):**

**A portion of Tract 4 of Model Land Company's Subdivision of Section 20, Township 44 South, Range 43 East, according to the Plat thereof, as recorded in Plat Book 5, Page 79, of the Public Records of Palm Beach County, Florida, and being more particularly described as follows:**

**BEGINNING** at a point 20 feet North of the South line of said Tract 4, and distant 311 feet West of the East line of said Tract 4, running thence North, a distance of 168 feet to a point; running West on a line parallel to the South line of said Tract 4, a distance of 84 feet to a point; thence running South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point in the North line of a 20 foot roadway; thence East along the North line of said roadway, a distance of 84 feet to the POINT OF BEGINNING.

This is not a certified copy



PREPARED BY AND RETURN TO:  
**WILL CALL BOX NO. 211**  
Leslie Robert Evans & Associates, P.A.  
214 Brazilian Avenue, Suite 200  
Palm Beach, Florida 33480  
Our File No.: **1861-105**

CFN 20130431085  
OR BK 26358 PG 1677  
RECORDED 10/01/2013 14:15:42  
Palm Beach County, Florida  
AMT 925,000.00  
Doc Stamp 6,475.00  
Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1677 - 1681; (5pgs)

Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is **\$925,000.00**. Florida Documentary Stamps in the amount of **\$6,475.00** have been paid hereon.

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDING DATA

## **WARRANTY DEED**

**THIS WARRANTY DEED**, made the 21<sup>st</sup> day of September, 2013, by

**LW10TH INC., A FLORIDA CORPORATION**, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

**LAKE WORTH INVESTMENT GROUP LLC, A FLORIDA LIMITED LIABILITY COMPANY**, whose post office address is: **4005 NW 114<sup>th</sup> Avenue, Suite 5, Doral, Florida, 33178**, 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)*

**W I T N E S S E T H:** That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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, State of Florida, viz.:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.**

**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, and hereby 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, 2012.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran  
 Witness #1 Signature

Lorraine M. Corcoran  
 Witness #1 Printed Name

Cardice L. Gordon  
 Witness #2 Signature

Cardice L. Gordon  
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: Leslie R. Evans  
 Leslie R. Evans, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

SEAL

My Commission Expires:

Lorraine M. Corcoran  
 Notary Public



Certified COPY

# Exhibit "A"

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**LESS the East 220 feet of said Tract 27.**

**AND LESS a parcel of land out of said Tract 26, described as follows:**

**Commence at the Southeast corner of Tract 27 of said Subdivision and go in a Westerly direction along the South line of said Tract 27 and Tract 26, a distance of 450.0 feet to a point; thence turn an angle of 90° from East to North and going a distance of 15.0 feet to a point in the North Right-of-Way of 10th Avenue North, said point being the POINT OF BEGINNING; thence continue along the same line a distance of 300.0 feet to a point; thence turning an angle of 90° South to West and going a distance of 278.0 feet to a point in the Easterly Right-of-Way line of Canal E-4 (Keller Canal); thence turn an angle of 111°11'07" from East to South and proceed along said Canal E-4 Right-of-Way, a distance of 321.74 feet to a point in the North Right-of-Way line of 10th Avenue North, a distance of 394.26 feet to the POINT OF BEGINNING.**

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**PARCEL NO. 2: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

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**Begin at the Southeast corner of Tract 4; thence run Westerly along the South line of said Tract, a distance of 470 feet to a point; thence run North parallel with the East line of said Tract 4, a distance of 100 feet to the POINT OF BEGINNING and the Southeast corner of the Tract herein conveyed; thence continue North, a distance of 88.62 feet, more or less, to a point; thence run West on a line parallel with the North line of said Tract 4 to the intersection of the East Right-of-Way line of Lake Worth Drainage District Canal (also known as the Keller Canal) thence run in a Southwesterly direction along the Easterly Right-of-Way of said canal to a point, said point being the Northwest corner of a tract of land heretofore deeded to Max M. Foster and wife, from K.R. Barker and wife, as recorded in Deed Book 1076, Page 171, of the Public Records of Palm Beach County, Florida, dated December 8, 1954; thence run East along the North property line of the above described tract to the POINT OF BEGINNING of the tract herein conveyed.**

**TOGETHER WITH the West 20 feet of the East 490 feet of the South 100 feet of Tract 4, LESS the South 20 feet thereof.**

**PARCEL NO. 3: (See Statutory Warranty Deed recorded in Official Records Book 8750, Page 1450):**

**Beginning at a point 20 feet North of the South line of Tract 4 and 395 feet West of the East line of Tract 4, Section 20, Township 44 South, Range 43 East, for a POINT OF BEGINNING; thence run North on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run West on a line parallel to the South line of said Tract 4, a distance of 75 feet to a point; thence run South on a line parallel to the East line of said Tract 4, a distance of 168 feet to a point; thence run East on a line parallel to the South line of said Tract 4, a distance of 75 feet to the POINT OF BEGINNING.**

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This is not a certified copy



PREPARED BY AND RETURN TO:  
**WILL CALL BOX NO. 211**  
Leslie Robert Evans & Associates, P.A.  
214 Brazilian Avenue, Suite 200  
Palm Beach, Florida 33480  
Our File No.: **1861-105**

CFN 20130431085  
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Palm Beach County, Florida  
AMT 925,000.00  
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Sharon R. Bock, CLERK & COMPTROLLER  
Pgs 1677 - 1681; (5pgs)

Property Appraisers Parcel Identification (Folio) Number:

The actual purchase price or other valuable consideration paid for the real property or interest conveyed by this instrument is **\$925,000.00**. Florida Documentary Stamps in the amount of **\$6,475.00** have been paid hereon.

\_\_\_\_\_  
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**THIS WARRANTY DEED**, made the 21<sup>st</sup> day of September, 2013, by

**LW10TH INC., A FLORIDA CORPORATION**, whose post office address is: **214 Brazilian Avenue, Suite 200, Palm Beach, Florida, 33480**, herein called the Grantor, to

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*(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)*

**W I T N E S S E T H:** That the Grantor, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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, State of Florida, viz.:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**Subject to easements, restrictions and reservations of record and taxes for the year 2013 and thereafter.**

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IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Lorraine M. Corcoran  
 Witness #1 Signature

Lorraine M. Corcoran  
 Witness #1 Printed Name

Cardice L. Gordon  
 Witness #2 Signature

Cardice L. Gordon  
 Witness #2 Printed Name

LW10TH INC., A Florida Corporation

By: Leslie R. Evans  
 Leslie R. Evans, President

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was sworn to and acknowledged before me this 26 day of September, 2013, by LESLIE R. EVANS, PRESIDENT OF LW10TH INC., A FLORIDA CORPORATION, who ( ) is personally known to me or who ( ) has produced \_\_\_\_\_ as identification.

SEAL

My Commission Expires:

Lorraine M. Corcoran  
 Notary Public



Certified COPY

# Exhibit "A"

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This is not a certified copy

**Attachment D: Site Photos**



West view of subject site



Southwest view of subject site



North view of subject site



West view of subject site

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 20, 2021

**DEPARTMENT:** Public Works

**TITLE:**

Agreement with Skyline Contractors for the construction of the Howard Park Improvements CDBG Project (*Last Year's 2020 Fiscal Year Funding Cycle*)

**SUMMARY:**

The Agreement with Skyline Contractors authorizes the contractor to construct the playground and site improvements at Howard Park at a cost not to exceed \$219,149.30.

**BACKGROUND AND JUSTIFICATION:**

The City identified major site improvements that were necessary to bring Howard Park to an improved, safe and functional park. The City applied for Community Development Block Grant (CDBG) funding last year (2020) for the Fiscal Year 2021 grant cycle. The City was successful in receiving the grant allocation from the Palm Beach County Department of Housing and Urban Development.

Howard Park is located in District 1, in the southwest corner of the City. It currently serves as a complex for the Osborne Center, multi-use athletic field, basketball courts, futsal courts, playground and public pavilion. It is an integral part of the community neighborhood and is heavily utilized by all age groups. The proposed Grant Project will rehabilitate the existing pavilion, resurface the existing basketball and futsal courts, add a new fitness walking trail with workout stations, enhance security lighting, and re-sod the common areas. The project duration is one hundred twenty (120) calendar days for completion.

The City advertised and accepted bids via the public procurement process and on March 11, 2021 received a total of three (3) bids from qualified and experienced contractors. Staff from Public Works, Leisure Services and Financial Services reviewed the bids and determined that Skyline Contractors was the lowest, most responsive and responsible bidder. The Agreement with Skyline Contractors is at a cost not to exceed \$219,149.30 and is being fully funded by CDBG grant funds.

**MOTION:**

Move to approve/disapprove the Agreement with Skyline Contractors for the Howard Park Improvements Project

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Agreement

**FISCAL IMPACT ANALYSIS**

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

<b>Fiscal Years</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
Capital Expenditures	219,149.30	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
<b>Net Fiscal Impact</b>	<b>219,149.30</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
No. of Addn'l Full-Time Employee Positions	0	0	0	0	0

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

Account Number	Account Description	Project Number	FY21 Budget	Current Balance	Agenda Expenditure	Balance
304-5020-541-63-15	Improve other than Build	TBD	3,044,860	695,619.98	219,149.30	476,470.68

**0500  
AGREEMENT**

THIS AGREEMENT is dated and will be effective on the \_\_\_\_\_, by and between the **City of Lake Worth Beach** (hereinafter called Owner) and **Skyline Contractors LLC** (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: Howard Park Playground Improvements project that meet or exceeds all requirements of the City of Lake Worth Beach Public Services and Leisure Services Department.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: Howard Park Playground Improvements Project. This is Federally Funded Project and all Federal and Davis Bacon Act requirements are mandatory.

**ARTICLE 2. ENGINEER**

The Project has been designed by The City of Lake Worth Beach, Department of Public Works, 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 90 days from the date when the Contract Time commences to run as provided in paragraph 4.01 of the General Conditions and shall be finally complete and ready for final payment in accordance with paragraph 15.06 of the General Conditions within 120 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 the Contract Documents. 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.**

3.4 In the Owner's sole discretion, a requested extension of time may be denied for delays resulting from normal weather conditions prevailing from normal weather conditions prevailing in the area as defined by the average of the last five (5) years of weather recorded or otherwise established by the Owner.

**ARTICLE 4. CONTRACT PRICE.**

4.1 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:

A. For all Work other than Unit Price Work, a lump sum of: \$\_\_\_\_\_.

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

TOTAL OF ALL UNIT PRICE \$219,149.30 (Two hundred nineteen thousand, one hundred forty-nine dollars and thirty cents)

which is based on the unit price(s) in the Bid Form Unit Price Schedule for Unit Bid Items numbered GC1 to A2.

**ARTICLE 5. PAYMENT PROCEDURES.**

Contractor shall submit Applications for Payment in accordance with Article 15 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 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 elsewhere in the Contract Documents.

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 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 the General Conditions).

AGREEMENT

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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 the General Conditions, less liquidated damages, if any.

5.2 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraph 15.06 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 15.06.

#### **ARTICLE 6. INTEREST.**

6.1 All payments due and not made within the time prescribed by section 218.735, Florida Statutes, shall bear interest at the rate of 1 percent per month in accordance with section 218.735, Florida Statutes, as amended from time to time.

#### **ARTICLE 7. CONTRACTOR'S REPRESENTATIONS.**

In order to induce Owner to enter into this Agreement Contractor makes the following representations:

7.1 Contractor has examined and carefully studied the Contract Documents and any data and reference items identified in the Contract Documents.

7.2 Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress and performance of the Work.

7.3 Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.

7.4 Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings, and (2) reports and drawings related to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical data in such reports and drawings. Contractor accepts the determination set forth in the Contract Documents of the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to rely, if any.

7.5 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 7.4 above) which pertain to the subsurface or physical conditions at or adjacent 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; and no additional

examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

7.6 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 adjacent 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.

7.7 Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

7.8 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 and based on the information and observations referred to above, the Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

7.9 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

7.10 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.

7.11 Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

7.12 Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

## **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 11 pages.

8.2 Exhibits to this Agreement identified as:

- a. The Project Manual (pages 1 to 346, inclusive);
- b. Contractor's Bid (pages 0300-5 to 0300-6, inclusive);

- c. Permits (pages \_\_\_\_ to \_\_\_\_, inclusive);
- d. Other: \_\_\_\_\_

8.3 Performance Bond and Payment Bond consisting of 3 pages (plus Power of Attorney Forms as applicable).

8.4 Notice of Award and Notice to Proceed.

8.5 General Conditions consisting of 72 pages.

8.6 Supplementary Conditions consisting of 6 pages.

8.7 Bid documents as listed in the table of contents of the Project Manual.

8.8 Technical Specifications consisting of 139 pages.

8.9 Drawings not attached hereto but are including in Technical Specifications

8.10 Addenda numbers 2, inclusive.

8.11 Contractor's Bid consisting of 2 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 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 Any other document attached hereto or incorporated herein by the Owner.

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 the General Conditions.

*Governing Order of Contract Documents* - The Contract Documents include various divisions, sections and conditions which are essential parts for the work to be provided by the Contractor. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern the interpretation of the Contract Documents prior to award of the contract.

1. Agreement
2. Addenda
3. Instructions to Bidders
4. Special Conditions
5. Supplementary Conditions
6. General Conditions
7. Technical Specifications
8. Details

9. City Standard Details
10. Drawings/Plans
11. Bid Form

After award, Work Change Directives, Change Orders, amendments and revisions to plans and specifications will take precedence over any of the above. In case of discrepancy among technical specifications, drawings and plans, the most restrictive shall govern. Detailed plans shall have precedence over general plans. In the event that any conflicts cannot be resolved by reference to this Governing Order of Contract Documents provision, then City shall resolve the conflict in any manner which is acceptable to City and which comports with the overall intent of the Contract Documents.

#### **ARTICLE 9. MISCELLANEOUS.**

9.1 *Terms.* Terms used in this Agreement will have the meanings indicated in the General Conditions.

9.2 *Assignment.* Unless expressly agreed to elsewhere in the Contract documents, 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 *Successors and assigns.* 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 *Severability.* 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 *Public entity crimes.* 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 *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 such ordinance in order to be aware of its rights and/or obligations under such ordinance and as applicable.

9.7 *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 said right(s) at any time thereafter.

9.8 *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 THE CONTRACT DOCUMENTS.

9.9 *Independent Contractor.* 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 *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 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 *Preparation.* The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

9.12 *Public Records Law.* Contractor shall comply with Florida's Public Records Laws, and specifically agrees to:

- a) Keep and maintain public records required by the Owner to perform the service.
- b) Upon request from the Owner's custodian of public records, provide the Owner with a copy of the requested records or allow the records to be inspected or copied within a reasonable time 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 for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the Owner.
- d) Upon completion of the contract, transfer, at no cost, to the Owner all public records in possession of the Contractor or keep and maintain public records required by the Owner to perform the service. If the Contractor transfers all public records to the Owner upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Owner, upon request from the Owner's custodian of public records, in a format that is compatible with the information technology systems of the Owner.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE**

**AGREEMENT**

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**PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION DEBBIE ANDREA, (561) 586-1660 OR [DANDREA@LAKEWORTHBEACHFL.GOV](mailto:DANDREA@LAKEWORTHBEACHFL.GOV) OR 7 NORTH DIXIE HIGHWAY, LAKE WORTH BEACH, FL 33460.**

9.13 *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.

9.14 *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.

9.15 *Assignment of warranties.* Contractor shall assign to Owner all warranties extended to Contractor by material suppliers. If an assignment of warranty requires the material supplier to consent to same, then Contractor shall secure the material supplier's consent to assign said warranties to Owner.

9.16 *Contractor's certifications.* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract Documents. For the purposes of this paragraph:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract Documents to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Documents.

9.17 *Construction defects.* PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

9.18 *Delays; Contractor's remedies.* NOTWITHSTANDING ANY PROVISION ELSEWHERE IN THE CONTRACT DOCUMENTS, 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 it 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 the extent specifically provided herein.

9.19 *Termination for failure to provide Public Construction Bond.* If a Public Construction Bond is required under the Construction Documents and the Contractor fails to provide the fully executed Public Construction Bond, including a certified copy of the Public Construction Bond as recorded in the Official Records for Palm Beach County, within fifteen (15) calendar days after the Contractor's and Owner's execution of this Agreement, the Owner may immediately terminate this Agreement upon written notice to the Contractor and the Owner shall have no further obligation to the Contractor under the Contract. In the event of such termination, the Contractor shall also forfeit its bid security to the Owner.

9.20 *E-Verify.* Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all CONTRACTORS (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;
- b. Secure an affidavit from all CONTRACTORS (providing services or receiving funding under this Agreement) stating that the CONTRACTOR does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;
- d. Comply fully, and ensure all CONTRACTORS comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

9.21 *Scrutinized Companies.* CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

- a) If this Agreement is for one million dollars or more, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the CONTRACTOR, or any of its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

- b) The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- c) The CONTRACTOR agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- d) The CONTRACTOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONTRACTOR shall immediately notify the City of the same.

As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated Contracting prohibitions then they shall become inoperative.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in four parts. Two counterparts have been delivered to Owner, and one counterpart each to Contractor and Engineer. All portions of the Contract Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

**CITY OF LAKE WORTH BEACH, FLORIDA**

By: \_\_\_\_\_  
Betty Resch, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONTRACTOR



[Corporate Seal]

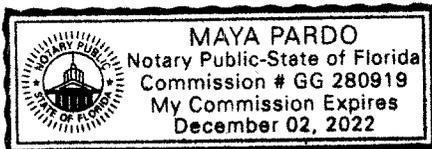
By: \_\_\_\_\_  
Print Name: ALEXIS PEREZ  
Title: PRESIDENT

STATE OF Florida  
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 2 day of April 2021, by Alexis Perez, as the President [title] of Skyline Contractors LLC [vendor's name], a LIMITED LIABILITY COMPANY [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

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

Notary Seal:



AGREEMENT  
00500-11

**CITY OF LAKE WORTH BEACH, FLORIDA**



**HOWARD PARK PLAYGROUND  
IMPROVEMENTS PROJECT**

**LAKE WORTH BEACH SOLICITATION  
IFB NO. 21-202**

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**February 2021**

**FINANCIAL SERVICES**  
**Procurement Division**  
7 North Dixie Highway  
Lake Worth Beach, FL 33460

PROJECT: Howard Park Playground Improvements Project  
Solicitation IFB No. 21-202

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PROJECT: Howard Park Playground Improvements Project  
IFB No. 21-202

**00020  
INVITATION TO BID**

The City of Lake Worth Beach is soliciting bids from responsible and experienced contractors for the Howard Park Playground Improvements Project. This is Federally Funded Project and all Federal and Davis Bacon Act requirements are mandatory.

**This Invitation for Bid (IFB) may be downloaded at [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net) or [www.lakeworthbeachfl.gov](http://www.lakeworthbeachfl.gov).** All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidders to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity. Copies of this IFB may also be acquired by contacting **[purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov)**.

Time is of the essence and any bid received after **3:00 PM, March 9, 2021** whether by e-mail or otherwise may be rejected by the City. Bids shall be e-mailed as an attachment in **PDF format maximum size of 15MG** to the secure e-mail address **[bids@lakeworthbeachfl.gov](mailto:bids@lakeworthbeachfl.gov)**. Subject line shall list the IFB number, title, along with the date and hour bids are scheduled to be received. All persons or entities responding to the IFB (hereafter "Bidders") are responsible for ensuring that their bid is received by the City at its' designated e-mail address by the deadline indicated in the IFB. **The Bidders may call the City's secure e-mail administrator at 561-586-1654 to confirm the receipt of the e-mail from the Bidder.** The City will in no way be responsible for delays caused by any occurrence. Bids shall not be submitted and will not be accepted in person, by mail, telephone, telegram, facsimile or any other City's e-mail address except **[bids@lakeworthbeachfl.gov](mailto:bids@lakeworthbeachfl.gov)**. The time of receipt shall be determined by the time clock on the receiving e-mail.

**Bid Submission Deadline:**

**March 9, 2021 at 3 p.m.**

**All bids must be e-mailed to: [bids@lakeworthbeachfl.gov](mailto:bids@lakeworthbeachfl.gov)**

**The City Hall Offices remain closed to the public at this time and cannot accept deliveries in person.**

**SUBJECT LINE MUST BE IDENTIFIED AS IFB# 21-202 HOWARD PARK PLAYGROUND IMPROVEMENTS PROJECT**

All questions must be in writing submitted on [lakeworthbeachfl.bidsandtenders.net](http://lakeworthbeachfl.bidsandtenders.net) or [purchasing1@lakeworthbeachfl.gov](mailto:purchasing1@lakeworthbeachfl.gov) before February 18, 2021 at 4 p.m.

Bids must be accompanied by a copy of 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. Bidder must be able to deliver original Bid Bond immediately after the bid opening if requested by the City.

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% Payment and Performance Bond which meets the requirements of section 255.05, Florida Statutes.

The OWNER reserves the right to reject any or all Bids, to waive all nonmaterial irregularities, to re-advertise, and to cancel any invitation to bid when it is in the best interests of the City.

/s/ Felipe Lofaso, Public Works Assistant Director

PUBLISHED: February 7, 2021 – PALM BEACH POST & City Website.

**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 C-700, 2013 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 **lakeworthbeachfl.bidsandtenders.net** or **www.lakeworthbeachfl.gov**.

All Bidders shall have a Bidding System Vendor account and be registered as a Plan Taker for this Bid opportunity, which will enable the Bidders to download the Bid Call Document, to receive Addenda email notifications and download all documents without the watermark "preview" on them.

To ensure receipt of the latest information and updates via email regarding this bid, or if a Bidder has obtained this Bid Document from a third party, the onus is on the Bidder to create a Bidding System Vendor account and be register as a Plan Taker for the bid opportunity.

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.

**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 5.03 and 5.05 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 the bid on **lakeworthbeachfl.bidsandtenders.net**. Interpretations or clarifications considered necessary by Owner or Engineer in response to such questions will be issued by Addenda. Questions received after **February 18, 2021 at 4 PM** may not be answered. Only questions answered by formal written Addenda will be binding. Questions or requests for clarification directed to any member of the City staff may be grounds for rejection of the bid as being irregular. 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 6.01 of the General Conditions.

6.2. The Bid security of the Successful Bidder will be retained by the Owner until such Bidder has delivered all of the following documents to the Owner:

6.2.1 All required certificates or proof of insurance;

6.2.2 The fully executed Agreement contained in the Contract Documents; and,

6.2.3 The fully executed Public Construction Bond (if required) along with a certified copy of the Public Construction Bond as recorded in the Official Records of Palm Beach County, Florida.

Upon receipt of all of the foregoing documents, the Bid security will be returned to the Successful Bidder. The required certificates or proof of insurance and the fully executed Agreement must be delivered by the Successful Bidder within fifteen days after the Successful Bidder's receipt of the Agreement from the Owner. The Public Construction Bond and certified copy of the same must be delivered to the Owner by the Successful Bidder no later than fifteen (15) days after the Owner approves and executes the Agreement contained in the Contract Documents (as previously executed and delivered by the Successful Bidder).

If the Successful Bidder fails to deliver all of the above documentation to the Owner in the timeframes stated above, the Owner may annul the Notice of Award and/or may immediately terminate the Agreement upon written notice to the Successful Bidder and the Bid security 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 Article 7 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 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 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 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. . Bids shall not be submitted and will not be accepted in person, by mail, telephone, telegram, facsimile or any other City's e-mail address except **bids@lakeworthbeachfl.gov**. The time of receipt shall be determined by the time clock on the receiving e-mail. All bids must be E-mailed to: **bids@lakeworthbeachfl.gov** SUBJECT LINE MUST BE IDENTIFIED AS **IFB No. 21-202 HOWARD PARK PLAYGROUND IMPROVEMENTS PROJECT.**

**The City Hall Offices remain closed to the public at this time and cannot accept deliveries in person.**

### **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 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.

### **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, responsive and responsible 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 bid 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 6.01 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 A business tax receipt obtained from the Owner shall be required of any person maintaining a permanent business location or branch office within the City of Lake Worth Beach.

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.

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. **FAILURE TO INCLUDE THE CAMPAIGN CONTRIBUTION STATEMENT WILL CAUSE YOUR BID TO BE REJECTED.**

## **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. PUBLIC ENTITY CRIMES**

27.1 By submitting a bid, each bidder 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.

#### **27.2 SCRUTINIZED COMPANIES**

A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

B. If this Agreement is for one million dollars or more, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if the Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

C. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. The Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.

E. The Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor shall immediately notify the City of the same.

F. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### **28. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT**

28.1 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.

#### **29. NON-APPROPRIATIONS**

29.1 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.

#### **30. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP**

30.1 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.

30.2 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.

### **31. E-VERIFY**

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all CONTRACTORs (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the Contractors' newly hired employees;
- b) Secure an affidavit from all CONTRACTORs (providing services or receiving funding under this Agreement) stating that the CONTRACTOR does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c) Maintain copies of all CONTRACTOR affidavits for the duration of this Agreement and provide the same to the City upon request;
- d) Comply fully, and ensure all CONTRACTORs comply fully, with Section 448.095, Florida Statutes;
- e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- f) Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

END OF SECTION

Bids shall be submitted to: bids@lakeworthbeachfl.gov

BIDDER: SKYLINE CONTRACTORS LLC

PROJECT: Howard Park Playground Improvements Project  
Solicitation IFB No. 21-202

DATE: 03/11/2021  
(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>02/25/2021</u>	<u>ADDENDUM NO. 1</u>
<u>03/05/2021</u>	<u>ADDENDUM NO. 2</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 5.03 of the Supplementary 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 5.03 of the General Conditions, as amended by the Supplementary 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

BID FORM  
00300-1

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 5.05 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 00300-6):
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 4.01 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 Payment and Performance Bond.
  - (b) Unit Price Schedule (Page(s) 00300-5 and 00300-6).
  - (c) Trench Safety Affidavit (Page(s) 00300-7).
  - (d) Schedule of Subcontractors (Page(s) 00300-8).
  - (e) Schedule of Suppliers, Equipment and Materials (Page(s) 00300-9).
  - (f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (Page(s) 00300-10 and 00300-11).
  - (g) Certification of Drug Free Workplace Program (Page(s) 00300-12).

(h) Campaign Contribution Form (Page(s) 00850-1 to 00850-2)

(i) Scrutinized Companies Certification Form (Page(s) 00851-1)

(j) Additional documents as listed as required in this solicitation.

9. Communications & questions concerning this Bid shall be submitted at **lakeworthbeachfl.bidsandtenders.net** or **purchasing1@lakeworthbeachfl.gov**.

The phone number and address of BIDDER indicated below.

Contractor Address: **1601 SW 1ST WAY SUITE D13, DEERFIELD BEACH, FL 33441**

Contractor Phone Number: **(561) 300-4898**

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. **CGC1527229**.

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.

13. BIDDER represents that it is financially solvent and sufficiently experienced and competent to provide all goods and services required under this IFB and that all information provided in the Bid is true and correct in all respects.



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 SKYLINE CONTRACTORS LLC (SEAL)  
(Corporation Name)

FLORIDA  
(State of Incorporation)

By ALEXIS PEREZ  
(Name of Person Authorized to Sign)

PRESIDENT

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Signature)

(Corporate Seal)

Attest MERVIN PARDO  
(Secretary)

\_\_\_\_\_  
(Signature)

Business address: 1601 SW 1ST WAY SUITE D13

DEERFIELD BEACH, FL 33441

Phone No. : (561) 300-4898



IFB NO. 21-202 UNIT PRICE SCHEDULE

All bid items shall include prices for furnishing, to the City, all materials, equipment, supplies, and all costs incurred in providing all work shown on the plans and specifications for City of Lake Worth Beach Project Howard Park Playground Improvements Project. Said costs shall be complete and inclusive of all labor, permits, inspection, taxes, bond(s), insurance, miscellaneous costs, record drawings, warranty, overhead and profit.

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 intended to equal the total base bid as submitted at the top of page 18 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>					
GC-1	SITE MOBILIZATION	1	LS	N/A	#21,320
GC-2	BONDS AND INSURANCE	1	LS	N/A	\$ 6,653
GC-3	SITE VIDEOTAPING	1	LS	N/A	\$170
GC-4	NPDES COMPLIANCE	1	LS	N/A	\$120
<b><u>DEMOLITION</u></b>					
DM-1	DEMOLITION OF THE EXISTING 4' PAVILION WALL AND BATHROOM EXTERIOR PRIVACY WALLS	1	LS	N/A	\$2,102
DM-2	DEMOLITION OF THE EXISTING 10' CHAIN LINK FUTSOL COURT FENCE	475	LF	\$6.18	\$ 2,935
DM-3	DEMOLITION OF EXIST. BASKETBALL HOOP STRUCTURE COMPLETE	4	EA	\$940.25	\$ 3,761

<b><u>SITE WORK</u></b>					
S-1	PAVILION CEILING STUCCO AND PAINT	1,125	SF	\$7.80	\$8,775
S-2	EPOXY COATING OF THE PAVILION CONCRETE SLAB	1,125	SF	\$2.62	\$2,948
S-3	STUCCO EXTERIOR PAVILION COLUMNS, GABLE ENDS, AND BATHROOM BUILDING AND PAINT	1	LS	N/A	\$6,143
S-4	BASKETBALL COURT RESURFACING	10,440	SF	\$1.36	\$14,198
S-5	FUTSOL COURT RESURFACING	12,960	SF	\$1.24	\$16,070
S-6	8' BLACK VINYL CHAIN LINK FENCE, INCL. PEDESTRIAN GATE AND 10' DOUBLE SWING GATE	475	LF	\$60.30	\$28,643
S-7	BASKETBALL HOOP ASSEMBLIES COMPLETE	4	EA	\$5,634	\$22,536
S-8	REMOVE AND REPLACE PLAYGROUND SLIDE	3	EA	\$4,055	\$12,165
S-9	BLEACHERS (21' WIDE, 3-ROW)	2	EA	\$2,405	\$4,810
S-10	BAHIA SODDING	1,000	SY	\$19.23	\$19,230
S-11	FITNESS WALKING TRAIL	650	SY	\$17.80	\$11,570
<b><u>ALLOWANCE</u></b>					
A-1	PERMIT FEE ALLOWANCE	1	LS	5,000.00	15,000.00
A-2	CONSTRUCTION ALLOWANCE	1	LS	20,000.00 0	20,000.00
<b>GRAND TOTAL</b>				<b>\$</b>	<b>219,149</b>

ADD ALTERNATES (itemize below if any alternates are requested)

**TRENCH SAFETY AFFIDAVIT**

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

SKYLINE CONTRACTORS LLC (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
N/A		\$ —
		\$
		\$
		\$
		\$
		\$
	Total	\$ —

Alexis Perez 03/10/2021

(Signature)

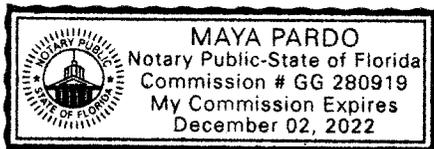
(date)

STATE OF Florida  
 COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 10 day of March 2021, by Alexis Perez, as the President [title] of skyline contractors LLC [vendor's name], a LIMITED LIABILITY COMPANY [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

[Signature]  
 Notary Public Signature

Notary Seal:



SCHEDULE OF MAJOR SUBCONTRACTORS

List Proposed Major Subcontractors

Category of Work

X-TREME SURFACES, INC

COURT RESURFACE

FLORIDA QUALITY FENCE LLC

FENCE

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SCHEDULE OF MAJOR EQUIPMENT AND MATERIALS

Description	Manufacturer	Model
POLYCARBONATE BASKETBALL SYSTEM	BISON	BA-873U-BK
3 Row x 21' BLEACHER	THE PARK CATALOG	569-SPC
PLASTIC SLIDE	KOMPAN	LES00304/LES00404

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 MAYA PARDO  
[print name of the public entity]  
by ALEXIS PEREZ, PRESIDENT  
[print individual's name and title]  
for SKYLINE CONTRACTORS LLC  
[print name of entity submitting sworn statement]

whose business address is 1601 SW 1ST WAY SUITE D13  
DEERFIELD BEACH, FL 33441

and (if applicable) its Federal Employer Identification Number (FEIN) is 83-0528841

(If the entity has no FEIN, include the Social Security Number of the individual signing this  
sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

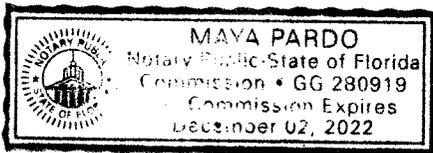
*Alexis Perez*  
[signature]  
03/10/2021  
[date]

STATE OF Florida  
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 10 day of March 2021, by Alexis Perez, as the President [title] of Skyline Contractors LLC [vendor's name], a LIMITED LIABILITY COMPANY [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

*Maya Pardo*  
Notary Public Signature

Notary Seal:



**CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**

I certify the firm of SKYLINE CONTRACTORS LLC 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

PROJECT: Howard Park Playground Improvements Project  
Solicitation IFB No. 21-202

**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\_\_\_\_\_.

**CITY OF LAKE WORTH BEACH**  
**PAYMENT AND PERFORMANCE BOND**  
(Pursuant to secs. 255.05 and 337.18, Fla. Stat.)

Surety Bond No. \_\_\_\_\_

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**CONTRACTOR:**

Name:  
Principal Business Address:

Telephone Number:

**SURETY:**

Name:  
Principal Business Address

Telephone Number:

**OWNER:**

City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460  
(561) 586-1600

**CONTRACT:**

Date:  
Amount:  
Description (Name and Location):

**BOND**

Date (Not earlier than Contract Date):  
Amount:  
Modifications to this Bond Form:

This Bond is issued in favor of the City of Lake Worth Beach/Owner conditioned on the full and faithful performance of the Contract.

1. Contractor has entered into Project No. \_\_\_\_\_ with the City for the project titled “\_\_\_\_\_” (the “Contract”), with conditions and provisions as are further described in the aforementioned Contract, which Contract, including all of its attachments, exhibits and incorporated documents (hereinafter, collectively, the “Contract Documents”) is by reference made a part hereof for the purposes of explaining this bond.
2. Principal and Surety are bound to the Owner in the sum of the Contract Amount set forth above for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.
3. THE CONDITION OF THIS BOND is that if Principal:

a. Performs the Work required of and in accordance with the Contract Documents at the times and in the manner prescribed in the Contract Documents, which are made a part of this bond by reference; and

b. In accordance with sec. 255.05 and sec. 337.18, Florida Statutes, promptly makes payments to all persons, defined in sec. 713.01, Florida Statutes, who furnish labor, services or materials for prosecution of the work set forth in the Contract Documents described above; and

c. Pays Owner all losses, damages (including liquidated damages), expenses, costs, and professional fees, including but not limited to attorneys' fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract Documents; and

d. Performs the warranty and guarantee of all work and materials furnished under the Contract Documents for the time specified in the Contract Documents, then this bond is void; otherwise it remains in full force.

4. Section 255.05, Fla. Stat., as amended, together with all notice and time provisions contained therein, is incorporated herein by reference.

5. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in secs. 255.05(2) and (10), Fla. Stat., and those of sec. 337.18, Fla. Stat.

6. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract Documents or the changes does not affect Surety's obligation under this bond, and Surety waives notice of such changes.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety

acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County, Florida, and not elsewhere.

Surety and Contractor, intending to be legally bound hereby, subject to the terms included herein and as required under Florida Statutes, do each cause this Performance and Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Principal

\_\_\_\_\_  
Title

(Corporate Seal)

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Attorney-in-Fact  
(Attach Power of Attorney)

\_\_\_\_\_  
Print Name

(Corporate Seal)

PROJECT: Howard Park Playground Improvements Project  
Solicitation IFB No. 21-202

**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:

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_ [vendor's name], a \_\_\_\_\_ [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

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

Notary Seal:

**00680**  
**APPLICATION FOR PAYMENT NO. \_\_\_\_\_**

Project IFB No. 21-202 Howard Park Playground Improvements Project PO #: \_\_\_\_\_

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 \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2021, by \_\_\_\_\_, as the \_\_\_\_\_ [title] of \_\_\_\_\_ [vendor's name], a \_\_\_\_\_ [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

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

Notary Seal:

\_\_\_\_\_  
Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

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

By: \_\_\_\_\_  
(Name) (Title)

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

CITY OF LAKE WORTH BEACH  
By \_\_\_\_\_  
(Name) (Title)

**00681**  
**SCHEDULE OF VALUES AND WORK COMPLETED**

PROJECT TITLE IFB No. 21-202 Howard Park Playground Improvements Project

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 use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

## STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared by



Issued and Published Jointly by



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## ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

### 1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
  2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
  3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
  4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
  5. *Bidder*—An individual or entity that submits a Bid to Owner.
  6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
  7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
  8. *Change Order*—A document 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 Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
  9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
  10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer

has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .
15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
17. *Cost of the Work*—See Paragraph 13.01 for definition.
18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
20. *Engineer*—The individual or entity named as such in the Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.
26. *Notice of Award*—The written notice by Owner to a Bidder of Owner’s acceptance of the Bid.
27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor’s plan to accomplish the Work within the Contract Times.
30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.
32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or “RPR” includes any assistants or field staff of Resident Project Representative.
33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals and the performance of related construction activities.
35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.
42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.
45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.
46. *Unit Price Work*—Work to be paid for on the basis of unit prices.
47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 *Terminology*

- A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:*
1. The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:*
1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:*
1. The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
    - a. does not conform to the Contract Documents; or
    - b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
    - c. 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 15.03 or 15.04).
- E. *Furnish, Install, Perform, Provide:*
1. The word “furnish,” when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
  2. The word “install,” when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.
  4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.
- F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

## **ARTICLE 2 – PRELIMINARY MATTERS**

### **2.01 *Delivery of Bonds and Evidence of Insurance***

- A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.
- C. *Evidence of Owner’s Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

### **2.02 *Copies of Documents***

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

### **2.03 *Before Starting Construction***

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:
  1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
  2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

#### 2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

#### 2.05 *Initial Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.
  1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
  2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
  3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

#### 2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.
- B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or

computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

### ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

#### 3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one is as binding as if required by all.
- B. 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.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

#### 3.02 *Reference Standards*

- A. Standards Specifications, Codes, Laws and Regulations
  - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
  - 2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

#### 3.03 *Reporting and Resolving Discrepancies*

- A. *Reporting Discrepancies:*
  - 1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict,

error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies:*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
  - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
  - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

### 3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
  - 1. 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 or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
  - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

## **ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK**

### 4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract 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 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

### 4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

### 4.03 *Reference Points*

- A. 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, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument 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 or property monuments by professionally qualified personnel.

### 4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
  - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.
- B. 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, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

#### 4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
  2. abnormal weather conditions;
  3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
  4. acts of war or terrorism.
- D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.
- E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.
- F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

- G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

## **ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS**

### **5.01 Availability of Lands**

- A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.
- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

### **5.02 Use of Site and Other Areas**

#### **A. Limitation on Use of Site and Other Areas:**

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part

by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.
- C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.
- D. *Loading of Structures:* 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 structures or land to stresses or pressures that will endanger them.

### 5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:
  - 1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
  - 2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
  - 3. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:
  - 1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
  - 2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
  - 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

#### 5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
  2. is of such a nature as to require a change in the Drawings or Specifications; or
  3. differs materially from that shown or indicated in the Contract Documents; or
  4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Possible Price and Times Adjustments:*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
    - b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

- c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
  - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or
  - b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
  - c. Contractor failed to give the written notice as required by Paragraph 5.04.A.
3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

#### 5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
  1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and
  2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:
    - a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
    - b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;
    - c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
    - d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after

becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

- C. *Engineer's Review:* Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Possible Price and Times Adjustments:*
  - 1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
    - a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
    - c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    - d. Contractor gave the notice required in Paragraph 5.05.B.
  - 2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.
  - 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

- A. *Reports and Drawings*: The Supplementary Conditions identify:
1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
  2. Technical Data contained in such reports and drawings.
- B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:
1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or
  2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or
  3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.
- H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.H shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

## ARTICLE 6 – BONDS AND INSURANCE

### 6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.
- B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.
- D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.
- E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

### 6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is

maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

- D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.
- E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.
- H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.
- I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.
- J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

### 6.03 *Contractor's Insurance*

- A. *Workers' Compensation:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:
  - 1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.
  - 2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).
  - 3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).
- B. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:
1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.
  2. claims for damages insured by reasonably available personal injury liability coverage.
  3. 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.
- C. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage:
    - a. Such insurance shall be maintained for three years after final payment.
    - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
  2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
  3. Broad form property damage coverage.
  4. Severability of interest.
  5. Underground, explosion, and collapse coverage.
  6. Personal injury coverage.
  7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
  8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- D. *Automobile liability:* Contractor shall purchase and maintain automobile liability insurance against 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 automobile liability policy shall be written on an occurrence basis.
- E. *Umbrella or excess liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.
- F. *Contractor's pollution liability insurance:* Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result

of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

- G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.
- H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.
- I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:
  - 1. include at least the specific coverages provided in this Article.
  - 2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.
  - 3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.
  - 4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.
  - 5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.
- J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

#### 6.04 *Owner's Liability Insurance*

- A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.
- B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

#### 6.05 *Property Insurance*

- A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:
  - 1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."
  - 2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.
  - 3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.
  - 4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
  6. extend to cover damage or loss to insured property while in transit.
  7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
  8. allow for the waiver of the insurer's subrogation rights, as set forth below.
  9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.
  10. not include a co-insurance clause.
  11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.
  12. include performance/hot testing and start-up.
  13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.
- B. *Notice of Cancellation or Change:* All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.
- C. *Deductibles:* The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.
- D. *Partial Occupancy or Use by Owner:* If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.
- E. *Additional Insurance:* If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.
- F. *Insurance of Other Property:* If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

## 6.06 *Waiver of Rights*

- A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:
  - 1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and
  - 2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.
- C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.
- D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

## 6.07 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the

policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

## **ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES**

### **7.01 *Supervision and Superintendence***

- A. Contractor shall supervise, inspect, 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.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

### **7.02 *Labor; Working Hours***

- A. 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.
- B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

### **7.03 *Services, Materials, and Equipment***

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, 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 performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and

guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

- C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

#### 7.04 "Or Equals"

- A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.
  - 1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
    - a. in the exercise of reasonable judgment Engineer determines that:
      - 1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      - 2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      - 3) it has a proven record of performance and availability of responsive service; and
      - 4) it is not objectionable to Owner.
    - b. Contractor certifies that, if approved and incorporated into the Work:
      - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
      - 2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.
  - B. *Contractor's Expense:* Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
  - C. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

- D. *Effect of Engineer's Determination:* Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.
- E. *Treatment as a Substitution Request:* If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

#### 7.05 *Substitutes*

- A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.
  - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
  - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
  - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    - a. shall certify that the proposed substitute item will:
      - 1) perform adequately the functions and achieve the results called for by the general design,
      - 2) be similar in substance to that specified, and
      - 3) be suited to the same use as that specified.
    - b. will state:
      - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
      - 2) whether use of the proposed substitute item 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 other work on the Project) to adapt the design to the proposed substitute item, and
      - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
    - c. will identify:
      - 1) all variations of the proposed substitute item from that specified, and

- 2) available engineering, sales, maintenance, repair, and replacement services.
- d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

#### 7.06 *Concerning Subcontractors, Suppliers, and Others*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.
- B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

- E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.
- F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.
- J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.
- K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.
- L. 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.
- M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.
- N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor
2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

- A. 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.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to 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 specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to 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.

7.08 *Permits*

- A. Unless otherwise provided in the Contract Documents, 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 the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

#### 7.09 *Taxes*

- A. 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.

#### 7.10 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the 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.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.
- C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

#### 7.11 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

#### 7.12 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
  - 1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
  3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
  - C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.
  - D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
  - E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (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 any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
  - F. Contractor's duties and responsibilities for safety and protection 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 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).
  - G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

#### 7.13 *Safety Representative*

- A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

#### 7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or

exchanged between or among employers at the Site in accordance with Laws or Regulations.

#### 7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor 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 or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

#### 7.16 *Shop Drawings, Samples, and Other Submittals*

##### A. *Shop Drawing and Sample Submittal Requirements:*

1. Before submitting a Shop Drawing or Sample, Contractor shall have:
  - a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
  - b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
  - c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
  - d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

##### 1. *Shop Drawings:*

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to

provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples:*
  - a. Contractor shall submit the number of Samples required in the Specifications.
  - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Other Submittals:* Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.
- D. *Engineer's Review:*
  1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
  2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.
  3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
  4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.
  5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.
  6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
  7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures:*

1. 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.
2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.
- B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
  1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
  2. normal wear and tear under normal usage.
- C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
  1. observations by Engineer;
  2. recommendation by Engineer or payment by Owner of any progress or final payment;
  3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
  4. use or occupancy of the Work or any part thereof by Owner;
  5. any review and approval of a Shop Drawing or Sample submittal;
  6. the issuance of a notice of acceptability by Engineer;
  7. any inspection, test, or approval by others; or
  8. any correction of defective Work by Owner.

- D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

#### 7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage 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 but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A 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, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:
  - 1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
  - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

#### 7.19 *Delegation of Professional Design Services*

- A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.
- B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop

- Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.
- C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.
  - D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.
  - E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

## **ARTICLE 8 – OTHER WORK AT THE SITE**

### **8.01 *Other Work***

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

## 8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
  - 1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
  - 2. an itemization of the specific matters to be covered by such authority and responsibility; and
  - 3. the extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

## 8.03 *Legal Relationships*

- A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.
- C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

- D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

## **ARTICLE 9 – OWNER'S RESPONSIBILITIES**

### **9.01 *Communications to Contractor***

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

### **9.02 *Replacement of Engineer***

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

### **9.03 *Furnish Data***

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

### **9.04 *Pay When Due***

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

### **9.05 *Lands and Easements; Reports, Tests, and Drawings***

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

### **9.06 *Insurance***

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

### **9.07 *Change Orders***

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

**ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION**

10.01 *Owner's Representative*

- A. 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.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site 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 generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during

or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

- A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

- A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.
- B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.
- C. Engineer's authority as to Change Orders is set forth in Article 11.
- D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

#### 10.09 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

### **ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK**

#### 11.01 *Amending and Supplementing Contract Documents*

- A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
  - 1. *Change Orders:*
    - a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.
    - b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.
  - 2. *Work Change Directives:* A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an

adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders:* Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

#### 11.02 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

#### 11.03 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

#### 11.04 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
  1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or
  2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or
  3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on

the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

- C. *Contractor's Fee:* When applicable, the Contractor's fee for overhead and profit shall be determined as follows:
1. a mutually acceptable fixed fee; or
  2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
    - a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;
    - b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;
    - c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;
    - d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
    - e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and
    - f. 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 11.04.C.2.a through 11.04.C.2.e, inclusive.

#### 11.05 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.
- B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

#### 11.06 *Change Proposals*

- A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under

the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures:* Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.
  2. *Engineer's Action:* Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
  3. *Binding Decision:* Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- B. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

#### 11.07 Execution of Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
  2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
  3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
  4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety 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 Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

**ARTICLE 12 – CLAIMS**

12.01 *Claims*

- A. *Claims Process:* The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:
  - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
  - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and
  - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.
- B. *Submittal of Claim:* The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution:* The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation:*
  - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.
  - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim

submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

## **ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK**

### **13.01 Cost of the Work**

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
  1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
  2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:
  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. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. 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' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable

thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

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 returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.
3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any 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 and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
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.
5. Supplemental costs including the following:
  - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
  - b. 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.
  - c. 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, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the 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.
  - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
  - e. 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.
  - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages 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.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
- h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
- i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded:* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety 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 branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
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.
4. 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.
5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee:* When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation:* Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

## 13.02 Allowances

A. 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 performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

- B. *Cash Allowances*: Contractor agrees that:
  - 1. the cash 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
  - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.
- C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. 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.

### 13.03 *Unit Price Work*

- A. 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 unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. 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. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. 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.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the 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 decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.
- E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:
  - 1. 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;
  - 2. there is no corresponding adjustment with respect to any other item of Work; and
  - 3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

## ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

### 14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

### 14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
  - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
  - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
  - 3. by manufacturers of equipment furnished under the Contract Documents;
  - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
  - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to

cover the same and Engineer had not acted with reasonable promptness in response to such notice.

#### 14.03 *Defective Work*

- A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

#### 14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

#### 14.05 *Uncovering Work*

- A. Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then 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, and provide all necessary labor, material, and equipment.
  - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
  - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

#### 14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then 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, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

#### 14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, 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, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or 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, 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, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will

include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

## **ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD**

### 15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 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 during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments:*
  - 1. At least 20 days before the date established in the Agreement for each progress payment (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, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
  - 2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
  - 3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.
- C. *Review of Applications:*
  - 1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, 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.
  - 2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

- a. the Work has progressed to the point indicated;
  - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
  - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
- a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
  - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.
4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
- a. to supervise, direct, or control the Work, or
  - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or
  - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or
  - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or
  - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
- a. the Work is defective, requiring correction or replacement;
  - b. the Contract Price has been reduced by Change Orders;
  - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
  - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

- e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.
- D. *Payment Becomes Due:*
- 1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.
- E. *Reductions in Payment by Owner:*
- 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
    - a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
    - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
    - c. Contractor has failed to provide and maintain required bonds or insurance;
    - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
    - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
    - f. the Work is defective, requiring correction or replacement;
    - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
    - h. the Contract Price has been reduced by Change Orders;
    - i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;
    - j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
    - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;
    - l. there are other items entitling Owner to a set off against the amount recommended.
  - 2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount

remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

#### 15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

#### 15.03 *Substantial Completion*

- A. 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 and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, 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.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

#### 15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
  - 1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.
  - 2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
  - 3. 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 Paragraph 15.03 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.
  - 4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

#### 15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly 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, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

#### 15.06 *Final Payment*

- A. *Application for Payment:*
  - 1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of

inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:
  - a. all documentation called for in the Contract Documents;
  - b. consent of the surety, if any, to final payment;
  - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
  - d. a list of all disputes that Contractor believes are unsettled; and
  - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

**B. *Engineer's Review of Application and Acceptance:***

1. 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 as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment 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 for Payment.

**C. *Completion of Work:*** The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

**D. *Payment Becomes Due:*** Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation,

including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed 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, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
  - 1. correct the defective repairs to the Site or such other adjacent areas;
  - 2. correct such defective Work;
  - 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
  - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.
- B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).
- C. 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.
- D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, 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.

- E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

## **ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION**

### **16.01 *Owner May Suspend Work***

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

### **16.02 *Owner May Terminate for Cause***

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
  - 1. Contractor's persistent failure 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);
  - 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
  - 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
  - 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:
  - 1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and
  - 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, 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 complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses,

and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. 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, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

#### 16.03 *Owner May Terminate For Convenience*

- A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
  - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
  - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
  - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

#### 16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for

expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

## **ARTICLE 17 – FINAL RESOLUTION OF DISPUTES**

### *17.01 Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this Article:
1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
  2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this Article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or
  2. agree with the other party to submit the dispute to another dispute resolution process; or
  3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

## **ARTICLE 18 – MISCELLANEOUS**

### *18.01 Giving Notice*

- A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or
  2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

### *18.02 Computation of Times*

- A. When any period of time is referred to in the Contract 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.

### *18.03 Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto 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. 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.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

**00800**  
**SUPPLEMENTARY CONDITIONS**

These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC C-700 (2013 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 C-700 (2013 Edition) have the meanings assigned to them in the General Conditions.

**PART 1 - MODIFICATIONS AND SUPPLEMENTS TO GENERAL CONDITIONS**

**SC-2.01 Delivery of Bonds and Evidence of Insurance**

**Delete paragraph 2.01 C. of the General Conditions in its entirety and insert the following in its place:**

C. This subsection is not needed.

**SC-3.03 Reporting and Resolving Discrepancies**

**Delete the paragraph 3.03 A.3 in its entirety and insert the following in its place:**

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof or unless Contractor reasonably should have known of such conflict, error, ambiguity or discrepancy.

**SC-4.01 Commencement of Contract Time; Notice to Proceed**

**Delete the last sentence of paragraph 4.01 A. 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 day 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.

**SC-5.03 Subsurface and Physical Conditions**

**Delete paragraphs 5.03 A. and 5.03 B. in of the General Conditions in their entirety and insert the following in their place:**

5.03 Subsurface and Physical Conditions

A. Reports and Drawings: Division 1: General Requirements of the Specifications shall identify those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the site and drawings known to Owner of physical conditions relating to existing surface or subsurface structures 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. Except as indicated above, Contractor shall have full responsibility with respect to subsurface and physical conditions at the site.

B. Contractor may rely on the technical data as set forth in subsection A above, but such reports and drawings are not Contract Documents. Except for such reliance on Technical Data, Contractor may

not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. The completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
2. Other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. Any Contractor interpretation of or conclusion drawn from any Technical data or any such other data, interpretations, opinions, or information.

#### **SC-5.06 Hazardous Environmental Conditions at Site**

**Delete paragraphs 5.06 A., 5.06 B. and 5.06 I. in of the General Conditions in their entirety and insert the following in their place:**

- A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.
- B. This subsection is not needed.
- I. This subsection is not needed.

#### **SC-6.01 Performance, Payment and Other Bonds**

**Add the following language at the end of Paragraph 6.01 A.:**

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.

#### **SC-6.02 Insurance – General Provisions**

**Add the following language at the end of Paragraph 6.02 C.:**

Contractor shall deliver the required certificates of insurance prior to the commencement of any Work at the site. All of the policies of insurance (or the certificates or other evidence thereof) required to be purchased and maintained by Contractor shall be "claims made" and contain the name of the Project.

#### **SC-6.03 Contractor's Insurance**

**Delete the following language in Paragraph 6.03 G.:**

*G. Additional insureds:* The Contractor's commercial general liability, ~~automobile liability~~, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

**Add the following new paragraph immediately after Paragraph 6.03 J.:**

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Worker's Compensation, and related coverages under Paragraphs 6.03 A.1. and 6.03 A.2. of the General Conditions:

State: Statutory

Applicable Federal (e.g. Longshoreman's and Harbor Workers' Compensation, Maritime, Jones Act, etc.): Statutory

Employer's liability:

Bodily injury, each accident \$1,000,000

Bodily injury by disease, each employee \$1,000,000

Bodily injury/disease aggregate \$1,000,000

2. Contractor's Commercial General Liability under paragraphs 6.03 B. and 6.03 C. of the General Conditions:

General Aggregate \$3,000,000

Products and Completed Operations Aggregate \$3,000,000

Personal and Advertising Injury \$1,000,000

Each Occurrence (Bodily Injury and Property Damage) \$1,000,000

3. Automobile Liability under paragraph 6.03 D. of the General Conditions:

Combined Single Limit of \$1,000,000

4. Excess or Umbrella Liability under paragraph 6.03 E. of the General Conditions:

Per Occurrence \$If applicable

General Aggregate \$If applicable

#### **SC-6.04 Owner's Liability Insurance**

**Delete paragraphs 6.04 A. and 6.04 B. of the General Conditions in their entirety and insert the following in their place:**

A. This Subsection is not needed.

B. This subsection is not needed.

#### **SC-6.05 Property Insurance**

**Add the following language at the end of paragraph 6.05 C.:**

The maximum deductible amount for any insurance required under paragraph 6.05 shall be \$5,000.00.

#### **SC-6.06 Waiver of Rights**

**Delete paragraphs 6.06 B. and 6.06 C. of the General Conditions in their entirety and insert the following in their place:**

- B. This Subsection is not needed.
- C. This subsection is not needed.

#### **SC-7.01 Supervision and Superintendence**

**Add the following language at the end of paragraph 7.01 B.:**

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.

#### **SC-7.07 Patent Fees and Royalties**

**Delete paragraph 7.07 B. and insert the following in its place:**

- B. This subsection is not needed.

#### **SC-7.08 Permits**

**Add the following language at the end of paragraph 7.08 A.:**

Contractor shall obtain and pay for the following permits:

1. City of Lake Worth Building Permit. Include in the bid amount a 3-percent of appropriate items 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 applicable permits.

#### **SC-7.18 Indemnification**

**Delete paragraph 7.18 A. and insert the following in its place:**

- A. Contractor shall indemnify and hold harmless Owner and Engineer and their respective officers and employees from 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 Contract Documents. Compliance with any insurance requirements required elsewhere in the Contract Documents shall not relieve Contractor of its liability and obligation to hold harmless and indemnify the City as set forth in this section. 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 required "Specific Consideration" therefore. Nothing contained in the Contract Documents shall be construed or interpreted as consent by the City to be sued, nor shall the Contract Documents be construed as a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat., as amended from time to time.

#### **SC-10.03 Project Representative**

**Add the following new paragraph immediately after paragraph 10.03 A.:**

- B. On this Project, by agreement with the Owner, Engineer will not furnish a Resident Project Representative to represent Engineer at the Site or assist Engineer in observing the progress and quality of the Work. However, if the Engineer does furnish a Resident Project Representative per

paragraph 10.03 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 representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity shall be presented at the Preconstruction Conference or as otherwise set forth in the Project Manual.

#### **SC-10.04 Rejecting Defective Work**

**Add the following language at the end of paragraph 10.04 A.:**

- A. Engineer also has the 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.

#### **SC-11.04 Change of Contract Price**

**Delete paragraphs 11.04 C.2.c. and 11.04 C.2.e. in their entirety and insert the following in their place:**

- c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the maximum allowable to Contractor on account of overhead and profit of all Subcontractors shall be fifteen percent;
- e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to ten percent of such net decrease; and

#### **SC-13.03 Unit Price Work**

**Delete paragraph 13.03 E. in its entirety and insert the following in its place:**

- E. 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.

#### **SC-16.03 Owner May Terminate for Convenience**

**Add the following new paragraph immediately after paragraph 16.03 B.:**

- C. 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 loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination but may be entitled to all items as authorized herein.

#### **SC-18.07 Controlling Law**

**Delete paragraph 18.07 A. in its entirety and insert the following in its place:**

- A. 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.

## **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).

END OF SECTION

**00820**  
**SPECIAL CONDITIONS**

**CITY OF LAKE WORTH BEACH PROCUREMENT DIVISION 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 five (5) 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 five (5) years from the date of final payment under the prime contract and by the subcontractor for a period of five (5) 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 five (5) 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-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-7.08 for further details.

**SPC-8 CONE OF SILENCE**

A communications shall be in accordance with the City of Lake Worth Beach Municipal Code, Article XIV Purchasing, Section 2-112(k) Cone of Silence.

**SPC-9 ADDITIONAL AND SUPPLEMENTAL DISCLOSURE REQUIREMENTS**

Any applicant coming before the City of Lake Worth Beach Commission for an award of a contract with the City 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, during the application or bidding process and before the award of the contract in accordance with the City of Lake Worth Beach Code of Ordinances, Chapter 2, Article XII Code of Ethics, Section 2-101(2). All applicants shall complete the City’s Campaign Contribution Statement.

**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 pre-construction 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

00850

**CAMPAIGN CONTRIBUTION STATEMENT**

This solicitation is subject to Section 2-101 of the City of Lake Worth Beach Code of Ordinances regarding campaign contributions.

**Sec. 2-101. - Additional and supplemental disclosures requirements.**

- (a) Any elected official of the City of Lake Worth Beach, who is a current sitting member of the city commission and has accepted an election campaign contribution in an amount that is more than one hundred dollars (\$100.00) from an individual or business entity having an interest in a matter before the city commission in which the city commission will take action, must publically disclose, both verbally and in writing, such contribution prior to any discussion or vote on the matter. The written disclosure must be submitted to the city clerk.
- (b) Any applicant coming before the city commission for an award of a contract with the city 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, during the application or bidding process and before the award of the contract.

**Vendor to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

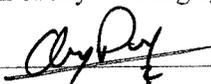
Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

The undersigned business or one or more of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

1. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
2. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
3. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.
4. \_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to the campaign of City Commission member \_\_\_\_\_.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: 

Print Name: Alexis Perez

Print Title: PRESIDENT

Print Name of Business: SKYLINE CONTRACTORS LLC

**Commissioner/Mayor to complete:** Check which statement applies, fill in the requested information, if applicable, and sign below.

Neither the above referenced business nor any of its owners or officers contributed more than \$100.00 to my campaign. [If you checked this statement, you are done and may sign below.]

The above referenced business or one or more of its owners or officers contributed more than \$100.00 to my campaign. All such contributions are listed below and on the attached sheet of paper (if more room is needed). [If you checked this statement, please fill in the information requested below and sign below.]

\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.

\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.

\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.

\_\_\_\_\_ contributed a total of \$ \_\_\_\_\_ to my campaign.

**Signature:**

I hereby certify that the above statements are true and correct to the best of my knowledge and I understand that a false or inaccurate statement may result in the rejection of this bid/proposal/submittal or the immediate termination of any resulting agreement with the City of Lake Worth Beach.

By: \_\_\_\_\_

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

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**For City Clerk's Use Only.**

**THIS SECTION SHALL BE COMPLETED ONLY IF THERE IS A CAMPAIGN CONTRIBUTION LISTED ABOVE BY THE VENDOR OR COMMISSION MEMBER.**

Applicable campaign contributions were disclosed in writing above, and prior to the award of the contract, the following statements were verbally made at the City Commission Meeting on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

Check all that apply.

\_\_\_\_\_ Commissioner/Mayor \_\_\_\_\_ verbally disclosed the campaign contribution(s) set forth above.

\_\_\_\_\_ Vendor, \_\_\_\_\_, verbally disclosed the campaign contribution(s) set forth above.

00851

SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Alexis Perez, on behalf of SKYLINE CONTRACTORS LLC (hereinafter, the "Contractor"), hereby swear or affirm to the following certifications:

The following certifications apply to all procurements:

1. The Contractor has reviewed section 215.4725, Florida Statutes, section 215.473, Florida Statutes and section 287.135, Florida Statutes, and understands the same.
2. The Contractor is not on the Scrutinized Companies that Boycott Israel List nor is the Contractor engaged in a boycott of Israel.
3. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
4. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

If the contract awarded hereunder is for one million dollars or more, the following additional certifications apply:

1. The Contractor is not on the Scrutinized Companies with Activities in Sudan List.
2. The Contractor is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.
3. The Contractor is not engaged in business operations in Cuba or Syria.
5. If awarded a contract, the Contractor agrees to require these certifications for applicable subcontracts entered into for the performance of work/services under this procurement.
6. If awarded a contract, the Contractor agrees that the certifications in this section shall be effective and relied upon by the City for the entire term of the contract, including any and all renewals.

CONTRACTOR:

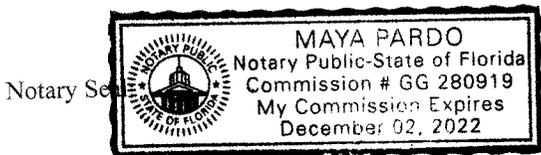
By: [Signature]

Name: Alexis Perez

Title: PRESIDENT

Date: 03/10/2021  
STATE OF Florida  
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 10 day of March 2021, by Alexis Perez, as the President [title] of SKYLINE CONTRACTORS LLC [vendor's name], a Limited Liability Company [corporate description], who is personally known to me or who has produced \_\_\_\_\_ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.



[Signature]  
Notary Public Signature

**REQUIREMENTS FOR FEDERALLY FUNDED PROJECTS**

<b>PROJECT NAME:</b>	LAKE WORTH BEACH - HOWARD PARK PLAYGROUND IMPROVEMENTS FY20-21
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This project is funded in part, or in whole, with Federal funds and is subject to the requirements listed below. The requirements contained in this document are intended to cooperate with, to supplement, and to modify the general conditions and other specifications for this project. In case of disagreement with any other section of this bid document/ contract, the requirements contained herein shall govern. **Note: This document shall be included in the bid documents and contracts/ subcontracts for the project.**

**1. General Requirements:**

The following requirements are attached:

- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)
- Equal Employment Opportunity Clause for Contracts Subject to Executive Order 11246
- Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)
- Bonding Requirements for Construction Contracts
- Public Entity Crimes - Section 287.133, Florida Statute
- Section 109 Housing and Community Development Act of 1974
- Nondiscrimination under the Age Discrimination Act of 1975, As Amended
- Title VI of the Civil Rights Act of 1964
- Section 3 Clause
- Work on Nights, Weekends and Holidays
- Lead-based Paint Poisoning Prevention Act
- Compliance with Clean Air and Water Acts

**2. Forms to be completed and submitted by all bidders with their bids:**

The following forms are attached:

- Non-collusion Affidavit of Prime Bidder
- Anti-kickback Affidavit
- Certification of Eligibility of General Contractor
- Certification of Non-segregated Facilities
- Workforce Projection

**3. Forms for the successful bidder, to be submitted after contract award:**

- Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Participant
- Contractor/ Subcontractor Statement and Acknowledgement

**4. Reports to be submitted to DHES by Subrecipient/ Contractor after contract award:**

- Contract Award Report (HUD Form 2516) to be submitted as follows:
  - with the first payment request, but no later than September 30 of the year during which the construction contract was awarded, and
  - with the final payment request
- Section 3 Report and Letter of Efforts – to be submitted with the final payment request

**5. Davis-Bacon Act:**

Federal labor standards provisions of the Davis-Bacon Act apply to construction projects valued over \$2,000. The following requirements are attached:

- Required Use of the Labor Compliance Reporting System (LCRS)
- Display of Posters and Wage Decision
- Federal Labor Standards Provisions - Form HUD-4010
- Guidance to Contractor for Compliance with Labor Standards Provisions
- The applicable wage decision(s) shown below is attached:

<b>Wage Decision(s) No.:</b>	FL20210182-MOD-0-HIGHWAY
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**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION  
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specification" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

<u>Timetables</u>	<u>Goals for minority participation for each trade</u>	<u>Goals for female participation in each trade</u>
	22.4%	6.9%
Area covered:	Palm Beach County	All trades for the life of the project

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

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

3. The Contractor shall provide written notifications to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract is to be performed.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is Palm Beach County, Florida.

**EQUAL EMPLOYMENT OPPORTUNITY CLAUSE**  
**FOR CONTRACTS SUBJECT TO EXECUTIVE ORDER 11246**

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensating; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or order of the Secretary of Labor pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY**  
**CONSTRUCTION CONTRACT SPECIFICATIONS**  
**(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
  - d. "Minority includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origins);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Island (all persons having origins in any or the original people of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original people of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in the approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federally or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the FEDERAL REGISTER in notice form, and such notices may be obtained from any Office of Federal Contract and Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources provide written notification to minority and female organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with what-ever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-site-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7a above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper; annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

- i. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet, and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p or these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority.  
Consequently, the Contractor may be in violating of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violating of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed I paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out; to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

**BONDING REQUIREMENTS FOR CONSTRUCTION CONTRACTS**

The requirements of 2 CFR Part 200 are applicable to this project as it relates to bid guarantees, performance bonds, and payment bonds for construction contracts exceeding the Simplified Acquisition Threshold as defined in 2 CFR 200.88. As of the publication of this part, the **Simplified Acquisition Threshold is \$250,000.**

2 CFR 200.325, Bonding Requirements, established minimum requirements as follows:

**1. BID GUARANTEE**

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

Each bid shall be accompanied by a bid bond, certified check, cashiers check or other negotiable instrument in the amount of five percent (5%) of the total bid. Said check or bond shall be made payable to the entity soliciting the bid as the owner of the project, and shall be given as a guarantee that the bidder, upon receipt of the notice of intent to award the contract, will enter into an agreement with the owner, and will furnish the necessary documents including, but not limited to: insurance certificates, Payment Bond and Performance Bond; each of the said bonds to be in the amount stated herein. In case of refusal or failure to enter into said agreement, the check or bid bond, as the case may be, shall be forfeited to the owner. All bonds shall be written by a surety company of recognized standing, authorized to conduct business in the State of Florida, and shall have a registered agent in the State of Florida.

**2. PERFORMANCE BOND**

A performance bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

**3. PAYMENT BOND**

A payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

When the successful bidder delivers the executed agreement to the owner, it must be accompanied by a Performance Bond and a Payment Bond, each in the amount of one hundred percent (100%) of the contract price, executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The bidder shall state in the bid proposal the name, address, telephone number and full name of the authorized agent of the surety or sureties who will sign these bonds in the event the contract is awarded to the bidder. During the bidding and construction periods the surety company shall hold a current certificate of authority as an acceptable surety on Federal Bonds, in accordance with U. S. Department of Treasury Circular 570, Current Revision.

**PUBLIC ENTITY CRIMES**

As provided in F.S. 287.133 by entering into this contract or performing any work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3)(a)."

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**SECTION 109 HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974**

The Nondiscrimination Clause of the Housing and Community Development Act of 1974 applies to all sections of Title 1 of the Act.

"No person in the United States shall on the ground of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this title."

The contractor certifies that the above Section 109 statement forms part of the contract and is in compliance with Section 570.601 of the Community Development Block Grant Regulations.

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**NONDISCRIMINATION UNDER THE AGE DISCRIMINATION ACT OF 1975, AS AMENDED**

To the extent required by law, the Contractor shall comply with the requirements of the Age Discrimination Act of 1975 (P.L. 94-135), as amended, which provides that no person in the United States shall, on the basis of age, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

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**TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

To the extent applicable to this agreement, the contractor will comply with, and agrees to include this provision in every subcontract:

Title VI of the Civil Rights Act of 1964 (P. L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate This assurance/ If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the applicant, this assurance shall obligate the applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.

**SECTION 3 CLAUSE**

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U. S.C. 170 lu (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD’s requirements in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers representative of the contractor’s commitment under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
5. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor’s obligations under 24 CFR Part 135.
6. Noncompliance with HUD’s regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

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**WORK ON NIGHTS, WEEKENDS, AND HOLIDAYS**

Neither the prime contractor nor any subcontractor shall be allowed to perform one hundred percent (100%) of their work on this project on nights, weekends, or Palm Beach County recognized holidays. The prime contractor and all subcontractors shall, at a minimum, perform work on this project for the duration of one regular working day. The prime contractor may request a waiver to the above requirement should the nature of the project so necessitate.

**LEAD-BASED PAINT POISONING PREVENTION ACT**

- References:
- 24 CFR Part 570
  - 24 CFR Part 35
  - Lead-Based Paint Poisoning Prevention Act, as amended
  - Residential Lead-Based Paint Hazard Reduction Act of 1992
  - 40 CFR Part 745

The aforementioned Acts and the referenced regulations prohibit the use of lead-based paint in housing receiving Federal assistance, and in child occupied facilities. In addition, these regulations require elimination of lead-based paint hazards in housing constructed prior to 1978 which receives Federal assistance.

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**COMPLIANCE WITH CLEAN AIR AND WATER ACTS**

In compliance with the Clean Air Act, as amended, 42 U.S.C. 1857(R) et. Seq., Section 508 of Clean Water Pollution Control Act, as amended 33 U.S.C. 1368 and Executive Order 11738.

1251 et. Seq., and the regulations of the Environmental Protection Agency with respect thereto, the appropriate parts of 40 CFR as amended from time to time. Contractor agrees that:

- (1) No facility to be utilized in the performance of this Contract or any subcontract shall not be a facility listed on the EPA list of Violating Facilities pursuant to 40 CFR 15.20.
- (2) He will comply with all requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857 c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1368 relating to inspection, monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308. And all regulations and guidelines issued there under.
- (3) He will promptly notify the Owner of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
- (4) He will comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 49-163).
- (5) He will include or cause to be included the provisions of paragraph (1) through (5) of this section in every nonexempt subcontract and that he will take such action as the Government may direct as a means of enforcing such provisions.

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER**

State of Florida  
County of Palm Beach

BEFORE ME, the undersigned authority, personally appeared Alexis Perez, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- (1) He is PRESIDENT of SKYLINE CONTRACTORS LLC, the Bidder that has submitted a Bid to perform work for the following project:

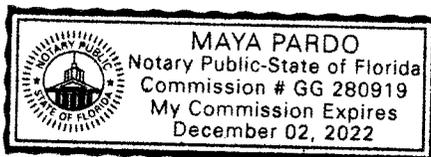
Contract #: IFB-No. 21-202 Project Name: HOWARD PARK PLAYGROUNDS IMPROVEMENT PROJECTS

- (2) He is 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 said 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 fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against Palm Beach County or any person interested in the proposed Contract; and
- (5) 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.

Signature: *Alexis Perez*

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, this 10 day of March 2021 by Alexis Perez, who is  personally known to me or  who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:



Notary Signature: *Maya Pardo*

Notary Name: Maya Pardo  
Notary Public-State of Florida

Commission No. 66280919

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, Maya Pardo, personally appeared Alexis Perez who, after being by me first duly sworn, deposes and says:

(1) I am President of skyline Contractors LLC, the bidder that has submitted a proposal to perform work for the following project:

Contract #: IFB -No. 21-202 Project Name: HOWARD PARK PLAYGROUND IMPROVEMENT PROJECT

(2) I, the undersigned, hereby depose and say that no portion of the sum bid in connection with the work to be performed at the property identified above will be paid to any employee of Palm Beach County or, \_\_\_\_\_ as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Signature: 

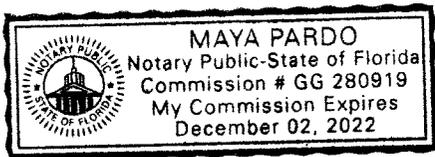
Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, this 10 day of March 2021 by Alexis Perez, who is  personally known to me or  who has produced \_\_\_\_\_ as identification.

NOTARY SEAL:

Notary Signature: 

Notary Name: Maya Pardo  
Notary Public-State of Florida

Commission No. 66 280919



CERTIFICATION OF ELIGIBILITY OF GENERAL CONTRACTOR

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Alexis Perez, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that

(1) He/she is the President of Skyline Contractors LLC, hereinafter referred to as the "General Contractor"; with State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: CGC 1527229 Expiration Date: 08/31/2022  
who submitted a proposal to perform work for the following project:

Contract #: IFB No. 21-202 Project Name: HOWARD PARK PLAYGROUND IMPROVEMENT PROJECT

(2) He/she is fully informed that the Proposal submitted for work to be performed under the above mentioned contract, is being funded, in whole or in part, by a Federally-assisted or insured contract; and

(3) The General Contractor nor any of its officers, partners, owners or parties of interest is not named on the current General Services Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs prior to award of the contract; and

(4) The General Contractor acknowledges that should the contractor be subsequently found ineligible after award of the contract, its Construction Contract shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration for its action; and

(5) The General Contractor acknowledges the responsibility of informing all of its subcontractors that this contract is being funded, in whole or in part, by a Federally-assisted or insured contract; and

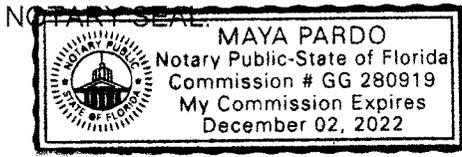
(6) The General Contractor acknowledged the responsibility that all of its subcontractors are to sign a "Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Participant" as a part of its contract with such subcontractors, and that the "General Contractor" will retain such certifications in its files. Furthermore, should the subcontractor be subsequently found ineligible after award of the Construction Contract, its contract with the "General Contractor" shall be terminated and the matter referred to the Department of Labor, the Department of Housing and Urban Development, or the General Services Administration, for its action.

Signature: [Signature]

Subscribed and sworn to (or affirmed) before me, by means of  physical presence or  online notarization, this 10 day of March 2021 by Alexis Perez, who is  personally known to me or  who has produced as identification.

Notary Signature: [Signature]

Notary Name: Maya Pardo  
Notary Public-State of Florida



Commission No. 66 280919

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certifications in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Project Name: HOWARD PARK PLAYGROUNDS IMPROVEMENT PROJECTS

Company Name and Address: SKYLING CONTRACTORS LLC  
1601 SW 1<sup>ST</sup> WAY SUITE D13  
DEERFIELD BEACH, FL 33441

  
\_\_\_\_\_  
Signature

ALEXIS PEREZ - PRESIDENT  
\_\_\_\_\_  
Name and Title

03/10/2021  
\_\_\_\_\_  
Date

**WORKFORCE PROJECTION**

<b>PROJECT NAME:</b>	LAKE WORTH BEACH - HOWARD PARK PLAYGROUND IMPROVEMENTS FY20-21
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Instructions: Check below all the work classifications that you anticipate will be working on this project including the prime contractor's work force and all subcontractors' work forces.

POWER EQUIPMENT OPERATORS

- Asphalt Distributor
- Asphalt Paving Machine
- Asphalt Screed
- Backhoe
- Boom Auger Operator
- Bulldozer
- Concrete Curb Machine Operator
- Concrete Joint Saw Operator
- Concrete Pump
- Cranes with boom length less than 150 ft
- Cranes with boom length 150 ft and over
- Cranes, all tower cranes, and all Derrick, or Dragline
- Earthmover
- Excavator
- Forklift
- Front End Loader
- Grader/Blade
- Guardrail Erector
- Guardrail Erector
- Guardrail Post Driver
- Mechanic (type: \_\_\_\_\_)
- Milling Machine Grade Checker
- Milling Machine Operator
- Motor Grader
- Mulching Machine
- Oiler, Greaseman
- Pavement Striping Machine
- Pavement Striping Machine Nozzleman
- Pile driver
- Power Sub-grade Mixer
- Roller
- Scraper
- Sign Erector
- Small Tool Operator
- Tractor
- Trenching Machine
- Truck Driver (type: \_\_\_\_\_)
- Other:
- Other:

OTHER WORK CLASSIFICATIONS

- Acoustical Tile Installer
- Air Tool Operators
- Asphalt Rakers
- Bricklayer/Brickmason/Blocklayer
- Carpenter
- Cement Mason/Concrete Finisher
- Drywall Hanger
- Drywall Finisher/Taper
- Electrician
- Elevator Mechanic
- Fence Erector
- Form Setter
- Glazier
- Grade Checker
- HVAC Mechanic (type: \_\_\_\_\_)
- Ironworker - Ornamental
- Ironworker - Reinforcing
- Ironworker - Structural
- Laborer - Common or General
- Laborer - Roof Tear off
- Landscape and Irrigation laborer
- Lather
- Mason Tenders
- Painter
- Pipefitter (excluding HVAC pipe work)
- Pipelayer
- Plasterer
- Plasterers Tenders
- Plumber (excluding HVAC pipe)
- Plumber (including HVAC pipe)
- Roofer (including built-up, composition and single ply)
- Sheet Metal Worker (including HVAC duct work)
- Sprinkler Fitter (fire sprinkler)
- Terrazzo Worker Mechanic
- Tile Setter
- Traffic Control Specialist
- Traffic Signalization - Installer
- Traffic Signalization - Mechanic
- Unskilled Laborer
- Welder
- Other:

Submitted by: ALEXIS PEREZ

Date: 03/10/2021

**CERTIFICATION REGARDING DEBARMENT,  
SUSPENSION, INELIGIBILITY, AND VOLUNTARY  
EXCLUSION-LOWER TIER PARTICIPANT**

**(SUBCONTRACTORS)**

Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion-Lower-Tier Covered Transactions pursuant to 24 CFR, Code of Federal Regulations, Part 24.510(b) and HUD Handbook 1300.13 REV.1:

By signing and submitting this proposal, the prospective lower-tier participant, certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Further, I, we, provide the certification set out below:

1. I, and any principals of my firm, understand that the certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that I, we, knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies.
2. Further, I, and any principal of my firm, shall provide immediate written notice to the person to which this proposal is submitted if at any time I, we, learn that my/our certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. By submitting this proposal, I, and any principals of my firm, agree that should the proposed covered transaction be entered into, I, we, will not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation. In this covered transaction unless authorized by the agency with which this transaction originated.
4. I, and any principals of my firm, further agree by submitting this proposal that I/we, will include this Certification, without modification, in all lower tier covered transactions and in all solicitations for lower-tier covered transacting.

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

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

Address: \_\_\_\_\_

State of FL Contractor License or Palm Beach County Contractors Certificate of Competency

License/ Certification No: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

By:

Name and Title	Signature	Date

# STATEMENT AND ACKNOWLEDGMENT

OMB Control Number: 9000-0066  
Expiration Date: 4/30/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0066. We estimate that it will take .05 hours to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: U.S. General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

## PART I - STATEMENT OF PRIME CONTRACTOR

1. PRIME CONTRACT NUMBER		2. DATE SUBCONTRACT AWARDED		3. SUBCONTRACT NUMBER	
4. PRIME CONTRACTOR			5. SUBCONTRACTOR		
a. NAME			a. NAME		
b. STREET ADDRESS			b. STREET ADDRESS		
c. CITY		d. STATE	e. ZIP CODE	c. CITY	
d. STATE		e. ZIP CODE		d. STATE	
e. ZIP CODE				e. ZIP CODE	
6. The prime contract <input type="checkbox"/> does, <input type="checkbox"/> does not contain the clause entitled "Contract Work Hours and Safety Standards Act -- Overtime Compensation."					

7. The prime contractor states that under the contract shown in Item 1, a subcontract was awarded on the date shown in Item 2 to the subcontractor identified in item 5 by the following firm:

a. NAME OF AWARDFIRM

b. DESCRIPTION OF WORK BY SUBCONTRACTOR

8. PROJECT		9. LOCATION	
10a. NAME OF PERSON SIGNING		11. BY (Signature)	
10b. TITLE OF PERSON SIGNING		12. DATE SIGNED	

## PART II - ACKNOWLEDGMENT OF SUBCONTRACTOR

13. The subcontractor acknowledges that the following clauses of the contract shown in Item 1 are included in this subcontract:

Contract Work Hours and Safety Standards Act - Overtime Compensation (If included in prime contract see Block 6)	Construction Wage Rate Requirements
Payrolls and Basic Records	Apprentices and Trainees
Withholding of Funds	Compliance with Copeland Act Requirements
Disputes Concerning Labor Standards	Subcontracts (Labor Standards)
Compliance with Construction Wage Rate Requirements and Related Regulations	Contract Termination - Debarment
	Certification of Eligibility

14. NAME(S) OF ANY INTERMEDIATE SUBCONTRACTORS, IF ANY

A		C	
B		D	
15a. NAME OF PERSON SIGNING		16. BY (Signature)	
15b. TITLE OF PERSON SIGNING		17. DATE SIGNED	



**SECTION 3 REPORT**

<b>Subrecipient:</b>	CITY OF GREENACRES
<b>Project:</b>	GREENACRES ORIGINAL SECTION DRAINAGE IMPROVEMENTS PHASE 7

The sub-recipient hereby provides the following information in connection with the above project:

**PROJECT FUNDING INFORMATION**

Total amount of project funding (all funding for construction, consultant, etc.):	\$
Amount funded from DHES:	\$
Amount funded from Sub-recipient:	\$
Amount funded from other sources: Source:	\$
Amount funded from other sources: Source:	\$

**CONTRACT AWARD INFORMATION**

**For *construction work* funded in part or in whole through DHES:**

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for construction work which are <i>funded in part or in whole through DHES</i> . (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).	
Total construction contract amount (including change orders):	\$
Total dollar amount of contracts/ subcontracts for <i>construction work</i> awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts for <i>construction work</i> :	

**CONTRACT AWARD INFORMATION**

**For *non-construction work* funded in part or in whole through DHES:**

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) for non-construction work which are <i>funded in part or in whole through DHES</i> (such as professional service contracts).	
Total contract amount awarded (including change orders) (non-construction):	\$
Total dollar amount of contracts/subcontracts (non-construction) awarded to <u>Section 3 Business Concerns</u> :	\$
Number of <u>Section 3 Business Concerns</u> receiving contracts/subcontracts (for non-construction work):	

**EMPLOYMENT AND TRAINING INFORMATION**

This section applies to all purchase orders, contracts, and agreements (and their subcontracts) which are funded in part or in whole through DHES (including non-construction and professional service contracts). (Note: the purchase of supplies, materials, and equipment is excluded unless installation is part of the purchase).

The information reported in this section relates to all new hires as a result of DHES funding. New hires means full-time employees for permanent, temporary or seasonal employment opportunities.

Number of new hires as a result of this project:	0*
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**\* If new hires are reported above, please complete the following table:**

For the purpose of completing the table below, a Section 3 Resident is defined as:

- an individual residing in public housing, or as
- an individual residing in Palm Beach County whose household income, by household size, is at or below 80% of the median income for Palm Beach County (median income information is available at DHES).

(A) JOB CATEGORY	(B) NUMBER OF NEW HIRES	(C) NUMBER OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(D) % OF AGGREGATE NUMBER OF STAFF HOURS OF NEW HIRES THAT ARE SECTION 3 RESIDENTS	(E) % OF TOTAL STAFF HOURS FOR SECTION 3 EMPLOYEES AND TRAINEES	(F) NUMBER OF SECTION 3 TRAINEES
PROFESSIONALS					
TECHNICIANS					
OFFICE/ CLERICAL					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
CONSTRUCTION TRADE:					
OTHER:					
<b>TOTALS:</b>					

**SUBRECIPIENT CERTIFICATION**

The undersigned certifies that the information in this report is true and correct:		
Name and Title:	Date:	Signature:  <b>X</b>

**REQUIRED USE OF THE LABOR COMPLIANCE  
REPORTING SYSTEM (LCRS)**

As part of the County's commitment to assist the Subrecipient and its contractors/ subcontractors to conveniently comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA), the Department of Housing & Economic Sustainability has established a Labor Compliance Reporting System (LCRS) for this project. The Subrecipient's contractors/ subcontractors will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/ or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking. The LCRS is available for use 24-hours a day, 7 days a week, at no cost for reporting weekly certified payrolls and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to subrecipients/ developers.

**USER RESPONSIBILITIES**

1. Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
2. Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHES, along with Federal Requirements and Wage Decision(s).
3. Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the subrecipient's Bid and Construction documents.
4. Subrecipient shall require All fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

**DISCLAIMER OF WARRANTIES FOR LCRS**

LCRS and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. LCRS and its licensors do not represent or warrant that:

1. The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
2. The service will meet PBC/DHES's Requirements or expectations.
3. Any stored data will be accurate or reliable.
4. The quality of any products, services, information or other material purchased or obtained by PBC/DHES through the service will meet PBC/DHES's requirements or expectations.
5. Errors or defects will be corrected.
6. The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to PBC/DHES strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed to the maximum extent permitted by applicable law by LCRS and its licensors.

**DISPLAY OF POSTERS AND WAGE DECISION**

The contractor shall, for each federally funded project, supply and install a minimum (1) 4 ft x 4 ft display surface with clear acrylic cover sheet for all-weather protection and easy visibility on the job site.

Said panel shall be mounted on a substantial post of steel, aluminum, or wood, with the bottom edge of the panel at 48" from ground level. Exceptions to this mounting system may be approved by Palm Beach County Department of Housing and Economic Sustainability.

The contractor shall supply a standard display of posters at the job site, including but not limited to:

- Employee Rights Under the Davis- Bacon Act (English)
- Employee Rights Under the Davis-Bacon Act (Spanish)
- applicable Wage Decision(s)
- Palm Beach County seal

The above posters, wage decision and Palm Beach County seal for display will be provided by Palm Beach County Department of Housing and Economic Sustainability at the pre-construction conference and shall be in a prominent location for the ease of exposure to all employees.

The contractor shall be responsible for all other Federal, State and/ or local poster requirements.

The cost of poster mounting boards and posts are to be paid for by the contractor.

Display board must be maintained in a legible condition throughout the entire project duration. Failure to provide the above could result in suspension of contract payments until violation(s) are corrected as directed by Palm Beach County Department of Housing and Economic Sustainability.

**FEDERAL LABOR STANDARDS PROVISIONS****U. S. Department of Housing and Urban Development**

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1: (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

- (1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2)** The classification is utilized in the area by the construction industry; and
- (3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D. C. 20210.

The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the view of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30 day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**A.2: Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employee to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**A.3: (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanic working at the site of the work. Such records shall contain

the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborer or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage raises prescribed in the applicable programs. (Approved by the Office of Management of Budget under OMB Control Number 1215-0140 and 1215-0017.)

**(ii)(a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(I) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional form WH-347 is available for this purpose from the Wage and Hour Division Web Site at <https://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submissions to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance." signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(I), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages

earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR Part 5.12.

#### **A.4: Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not register or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice, performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes

shall be paid in accordance with that determination. In the event the Office of Apprenticeship and Training, Employer and Labor Services or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(ii) Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program.

If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR Part 30.

**A.5: Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.

**A.6: Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in Subparagraphs 1 through 11 in this Paragraph A, and such other clauses as HUD or its designee may by appropriate instructions require and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**A.7: Contracts termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**A.8: Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon Acts contained in 29 CFR Part 1, 3, and 5 are herein incorporated by reference in this contract.

**A.9: Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5,6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**A.10: (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S.C., Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions, provides in part "Whoever, for the purpose of ... influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."

**A.11: Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act**

The provisions of this Paragraph B are applicable where the amount of prime contract exceeds \$100,000. As used in this paragraph, the term "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontracting contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in case of work done under contract for the District of Columbia or a territory, to such District or such territory), for liquidated damages.

Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

- (3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraphs (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety**

The provisions of this Paragraph C are applicable only where the amount of the prime contract exceeds \$100,000.

- (1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
- (3)** The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions

**GUIDANCE TO CONTRACTOR FOR COMPLIANCE WITH LABOR STANDARDS PROVISIONS****A. Contracts with Two Wage Decisions**

If the contract includes two wage decisions, the contractor, and each subcontractor who works on the site, must submit either two separate payrolls (one for each wage decision) or one payroll which identifies each worker twice and the hours worked under each wage decision. One single payroll, reflecting each worker once, may be submitted provided the Contractor uses the higher rate in the wage decisions for each identical job classification. However, where a job classification is not listed in a wage decision and is needed for that portion of the work, the classification must be added to the wage decision. A worker may not be paid at the rate for a classification using the hourly rate for that same classification in another wage decision. After the additional classification is approved, the contractor may pay the higher of the two rates and submit one payroll, if desired.

**B. Complying with Minimum Hourly Amounts**

(1) The minimum hourly amount due to a worker in each classification is the total of the amounts in the “Rates” and “Fringe Benefits” (if any) columns of the applicable wage decision.

(2) The contractor may satisfy this minimum hourly amount by any combination of cash and bona fide fringe benefits, regardless of the individual amounts reflected in the “Rates” and “Fringe Benefits” columns.

(3) A contractor payment for a worker which is required by law is not a fringe benefit in meeting the minimum hourly amount due under the applicable wage decision. For example, contractor payments for FICA or unemployment insurance are not a fringe benefit; however, contractor payments for health insurance or retirement are a fringe benefit. Generally, a fringe benefit is bona fide if (a) it is available to most workers and (b) involves payments to a third party.

(4) The hourly value of the fringe benefit is calculated by dividing the contractor’s annual cost (excluding any amount contributed by the worker) for the fringe benefit by 2080. Therefore, for workers with overtime, an additional payment may be required to meet the minimum hourly wages since generally fringe benefits have no value for any time worked over 40 hours weekly. (If a worker is paid more than the minimum rates required by the wage decision, this should not be a problem. As long as the total wages received by a worker for straight time equals the hours worked times the minimum hourly rate in the wage decision, the requirement of the Davis-Bacon and Related Acts has been satisfied.)

**C. Overtime**

For any project work over 40 hours weekly, a worker generally must be paid 150% of the actual hourly cash rate received, not the minimum required by the wage decision. (The Davis-Bacon and Related Acts only establishes minimum rates and does not address overtime; the Contract Work Hours Act contains the overtime requirement and uses “basic rate of pay” as the base for calculation, not the minimum rates established by the Davis-Bacon and Related Acts.)

**D. Deductions**

Workers who have deductions, not required by law, from their pay must authorize these deductions in writing. The authorization must identify the purpose of each deduction and the amount, which may be a specific dollar amount or a percentage. A copy of the authorization must be submitted with the first payroll containing the deduction. If deducted amounts increase, another authorization must be submitted. If deducted amounts decrease, no revision to the original authorization is needed. Court-ordered deductions, such as child support, may be identified by

the responsible payroll person in a separate document. This document should identify the worker, the amount deducted and the purpose. A copy of the court order should be submitted.

#### **E. Classifications Not Included in the Wage Decision**

If a classification not in the wage decision is required, please advise the owner's representative in writing and identify the job classification(s) required. In some instances, the State agency may allow the use of a similar classification in the wage decision.

Otherwise, the contractor and affected workers must agree on a minimum rate, which cannot be lower than the lowest rate for any trade in the wage decision. Laborers (including any subcategory of the laborer classification) and truck drivers are not considered a trade for this purpose. If the classification involves a power equipment operator, the minimum cannot be lower than the lowest rate for any power equipment operator in the wage decision. The owner will provide forms to document agreement on the minimum rate by the affected workers and contractor.

The U.S. Department of Labor (USDOL) must approve the proposed classification and rate. The contractor may pay the proposed rate until the USDOL makes a determination. Should the USDOL require a higher rate, the contractor must make wage restitution to the affected worker(s) for all hours worked under the proposed rate.

#### **F. Supervisory Personnel**

Foremen and other supervisory personnel who spend at least 80% of their time supervising workers are not covered by the Davis-Bacon and Related Acts. Therefore, a wage decision will not include such supervisory classifications and their wages are not subject to any minimums under the Davis-Bacon and Related Act or overtime payments under the Contract Work Hours and Safety Standards Act. However, foremen and other supervisory personnel who spend less than 80% of their time engaged in supervisory activities are considered workers/mechanics for the time spent engaged in manual labor and must be paid at least the minimum in the wage decision for the appropriate classification(s) based on the work performed.

#### **G. Sole Proprietorships/ Independent Contractors/ Leased Workers**

The nature of the relationship between a prime contractor and a worker does not affect the requirement to comply with the labor standards provisions of this contract. The applicability of the labor standards provisions is based on the nature of the work performed.

If the work performed is primarily manual in nature, the worker is subject to the labor standards provisions in this contract. For example, if John Smith is the owner of ABC Plumbing and performs all plumbing work himself, then Mr. Smith is subject to the labor standards provisions, including minimum wages and overtime. His status as "owner" is irrelevant for labor standards purposes.

If a worker meets the IRS standards for being an independent contractor, and is employed as such, this means that the worker must submit a separate payroll as a subcontractor rather than be included on some other payroll. The worker is still subject to the labor standards provisions in this contract, including minimum wages and overtime.

If a contractor or subcontractor leases its workers, they are subject to the labor standards provisions in this contract, including minimum wages and overtime. The leasing firm must submit payrolls and these payrolls must reflect information required to determine compliance with the labor standards provisions of this contract, including a classification for each worker based on the nature of the work performed, number of regular hours worked, and number of overtime hours worked.

#### **H. Apprentices / Helpers**

A worker may be classified as an apprentice only if participating in a federal or state program. Documentation of participation must be submitted. Generally, the apprentice program specifies that the apprentice will be compensated at a percentage of journeyman rate. For Davis-Bacon Act purposes, the hourly rate cannot be lower than the percentage of the hourly rate for the classification in the applicable wage decision.

If the worker does not participate in a federal or state apprentice program, then the worker must be classified according to duties performed. This procedure may require classification in the “trade” depending on tools used, or as a laborer if specialized tools of the trade are not used. The contractor may want to consult with the Wage and Hour Division of the U.S. Department of Labor located in most large cities regarding the appropriate classification.

Presently, no worker may be classified as a “helper”. As with apprentices not participating in a formal apprentice program, the worker must be classified according to duties performed and tools used.

"General Decision Number: FL20210182 01/01/2021

Superseded General Decision Number: FL20200182

State: Florida

Construction Type: Highway

County: Palm Beach County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/01/2021

\* SUFL2013-043 08/19/2013

	Rates	Fringes
CARPENTER, Includes Form Work....	\$ 15.38	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 15.69	0.00
ELECTRICIAN.....	\$ 18.20	0.00
FENCE ERECTOR.....	\$ 12.82	0.00
HIGHWAY/PARKING LOT STRIPING:		
Operator (Striping Machine).....	\$ 15.09	0.00

HIGHWAY/PARKING LOT STRIPING: Painter.....	\$ 12.13	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Spray Nozzleman).....	\$ 11.81	0.00
INSTALLER - GUARDRAIL.....	\$ 13.96	0.00
IRONWORKER, ORNAMENTAL.....	\$ 13.48	0.00
IRONWORKER, REINFORCING.....	\$ 16.58	0.00
IRONWORKER, STRUCTURAL.....	\$ 16.42	0.00
LABORER (Traffic Control Specialist incl. placing of cones/barricades/barrels - Setter, Mover, Sweeper).....	\$ 12.97	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 12.99	0.00
LABORER: Common or General.....	\$ 10.66	0.00
LABORER: Flagger.....	\$ 12.53	0.00
LABORER: Grade Checker.....	\$ 12.41	0.00
LABORER: Landscape & Irrigation.....	\$ 9.02	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 13.91	3.50
LABORER: Pipelayer.....	\$ 14.82	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 15.66	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 12.88	0.00
OPERATOR: Boom.....	\$ 18.95	0.00
OPERATOR: Boring Machine.....	\$ 16.23	0.00
OPERATOR: Broom/Sweeper.....	\$ 12.70	0.00
OPERATOR: Bulldozer.....	\$ 16.00	0.00
OPERATOR: Concrete Finishing Machine.....	\$ 15.44	0.00
OPERATOR: Concrete Saw.....	\$ 16.22	0.00
OPERATOR: Crane.....	\$ 21.66	0.00
OPERATOR: Curb Machine.....	\$ 20.76	0.00
OPERATOR: Distributor.....	\$ 14.76	0.00
OPERATOR: Drill.....	\$ 14.78	0.00

OPERATOR: Forklift.....	\$ 16.32	0.00
OPERATOR: Gradall.....	\$ 15.75	0.91
OPERATOR: Grader/Blade.....	\$ 20.25	0.00
OPERATOR: Grinding/Grooving Machine.....	\$ 13.87	0.00
OPERATOR: Loader.....	\$ 14.19	0.00
OPERATOR: Mechanic.....	\$ 18.03	0.00
OPERATOR: Milling Machine.....	\$ 15.60	0.00
OPERATOR: Oiler.....	\$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 14.73	2.36
OPERATOR: Piledriver.....	\$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences).....	\$ 14.45	0.00
OPERATOR: Roller.....	\$ 13.03	0.00
OPERATOR: Scraper.....	\$ 12.01	0.00
OPERATOR: Screed.....	\$ 15.51	0.00
OPERATOR: Tractor.....	\$ 10.79	0.00
OPERATOR: Trencher.....	\$ 14.74	0.00
PAINTER: Spray.....	\$ 16.52	0.00
SIGN ERECTOR.....	\$ 14.02	0.00
TRUCK DRIVER: Distributor Truck.....	\$ 14.96	2.17
TRUCK DRIVER: Dump Truck.....	\$ 11.84	0.00
TRUCK DRIVER: Flatbed Truck.....	\$ 14.28	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 13.98	0.00
TRUCK DRIVER: Slurry Truck.....	\$ 11.96	0.00
TRUCK DRIVER: Vector Truck.....	\$ 14.21	0.00
TRUCK DRIVER: Water Truck.....	\$ 13.25	0.00

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave  
for Federal Contractors applies to all contracts subject to the  
Davis-Bacon Act for which the contract is awarded (and any  
solicitation was issued) on or after January 1, 2017. If this

contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which

these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

#### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

#### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

#### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

#### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

#### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

**Palm Beach County**  
**Department of Housing and Economic Sustainability**  
**100 Australian Avenue - Suite 500**  
**West Palm Beach, FL 33406**  
**(561) 233-3610**

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

**Palm Beach County  
Department of Housing and Economic Sustainability  
100 Australian Avenue - Suite 500  
West Palm Beach, FL 33406  
(561) 233-3610**

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



**DIVISIÓN DE HORAS Y SALARIOS**  
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)





		<p>within a ½ mile of the project site. The project site is also located in a brownfield area (former Lake Worth Municipal Landfill). The project site is located in a Zone 4 Wellfield Zone of Influence. Due to the nature of the project, it is not anticipated that it will be impacted by conditions at the project site, however, although no additional environmental investigation is warranted or needed at this time, the chosen contractor for the project must follow PBC ERM’s “Best Management Practices of the Construction Industry” to prevent the discharge of additional contaminants at the site during construction activities.</p>
<p><b>Endangered Species -</b> Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402</p>	<p>Yes    No  <input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>The U.S. Fish and Wildlife Service (FWS) provides a listing of threatened and endangered species by County report. No endangered plant or animal species have been identified at the project site. If a listed species is identified at the project site, the FWS will be contacted and a determination will be made as to whether mitigation measures or conditions will be required.</p>
<p><b>Explosive and Flammable Hazards -</b> 24 CFR Part 51 Subpart C</p>	<p>Yes    No  <input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>The project involves reconstruction of the bathrooms, resurfacing of the basketball courts, replacement of the playground, replacement of the park pavilion, and replacement of existing fencing. This project will not increase the number of people exposed to hazardous operations by increasing residential densities. Therefore, the activity is not subject to 24 CFR 51.201 and an ASD calculation and evaluation are not required.</p>
<p><b>Farmlands Protection -</b> Farmland Protection Policy Act of 1981, particularly sections 1504(b) and 1541; 7 CFR Part 658</p>	<p>Yes    No  <input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>The project site will not impact farmland and will not result in a change of land use. Therefore, the project is in compliance with the FPP Act.</p>
<p><b>Floodplain Management -</b> Executive Order 11988, particularly section 2(a); 24 CFR Part 55</p>	<p>Yes    No  <input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>The property is located in Zone X, Flood Map 0781F, eff. 10/5/2017. The property is not located in a floodway, not a substantial improvement nor is it a critical action that would prevent it from moving forward.</p>
<p><b>Historic Preservation, SHPO</b> National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800</p>	<p>Yes    No  <input type="checkbox"/>    <input checked="" type="checkbox"/></p>	<p>This site has previously been disturbed. Therefore, review by the State Historic Preservation Office is not required.</p>

<b>Historic Preservation, Native American Tribes</b> – National Historic Preservation Act of 1966, section 106	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	This site has not been vacant for over 50 years, and any evidence of Native American activities has been obfuscated. Therefore, a review by the State Historic Preservation Office is not required.
<b>Noise Abatement and Control</b> - Noise Control Act of 1972, as amended by the Quiet Communities Act of 1978; 24 CFR Part 51 Subpart B	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project site is located ~ 1,640 feet from the FEC railroad tracks and over 1,000 feet from Dixie Highway (US Hwy One). The site is located ~1.42 miles from Palm Beach County Airpark in Lantana, FL and ~6.4 miles from Palm Beach International Airport. Based on HUD DNL Calculator computations, the noise level for the project is 62dB, which is considered to be Normally Acceptable for this type of project.
<b>Sole Source Aquifers</b> - Safe Drinking Water Act of 1974, as amended, particularly section 1424(e); 40 CFR Part 149	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	There is one sole source aquifer, the Biscayne Aquifer located in Palm Beach County. Due to the location of the project, it will not be impacted by the project site.
<b>Wetlands Protection</b> - Executive Order 11990, particularly sections 2 and 5	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	A review of the project site using the National Wetlands Inventory Map determined that no wetlands were found in the project area.
<b>Wild and Scenic Rivers</b> - Wild and Scenic Rivers Act of 1968, particularly section 7(b) and (c)	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	There is one wild and scenic river in Palm Beach County, the Loxahatchee River. Due to the geographic separation of the project site and the river system (>20 miles), the project will impact the river.
<b>ENVIRONMENTAL JUSTICE</b>		
<b>Environmental Justice</b> - Executive Order 12898	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	The project will consist of improvements to an existing playground and picnic area located at Howard Park in the City of Lake Worth Beach. The project will not create adverse environmental conditions that would disproportionately affect low and moderate income households in the area.

Field Inspection (Date and completed by)	No field inspection was conducted for this project
Summary of Findings and Conclusions	Improvements to Howard Park will be beneficial to low and moderate families residing in the area. Work at the site will follow all applicable environmental regulations and no project modification is necessary for this project.

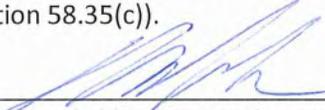
**Mitigation Measures and Conditions [40 CFR 1505.2(c)]**

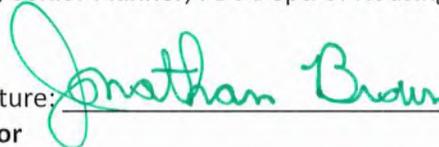
Summarize below all mitigation measures adopted by the Responsible Entity to reduce, avoid, or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements, and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure
Asbestos	n/a
Lead Based Paint	n/a

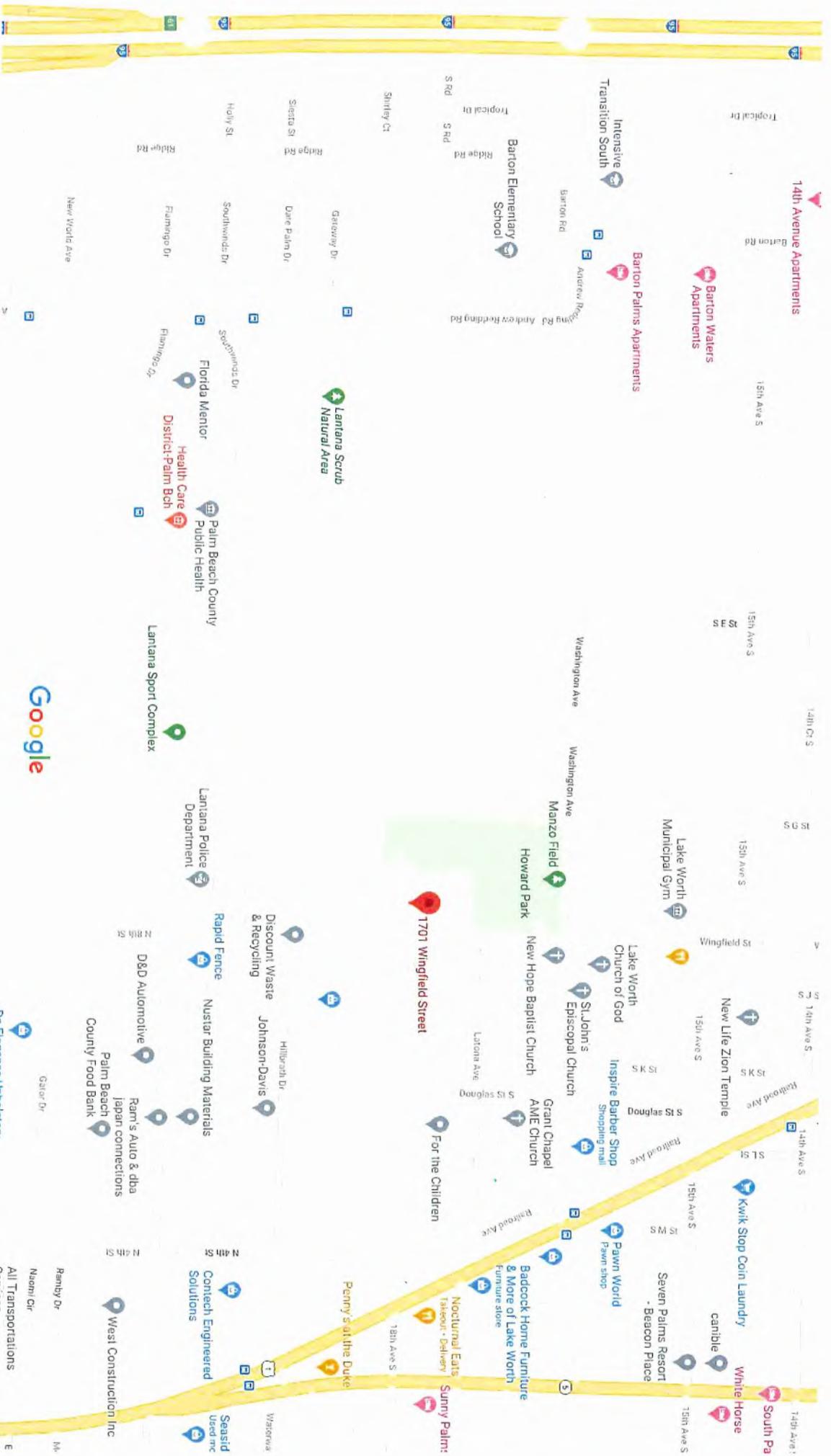
**Determination:**

- This categorically excluded activity/project converts to **EXEMPT** per Section 58.34(a)(12), because it does not require any mitigation for compliance with any listed statutes or authorities, nor requires any formal permit or license; **Funds may be committed and drawn down after certification of this part** for this (now) EXEMPT project; OR
- This non-tiered categorically excluded activity/project cannot convert to Exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Complete consultation/mitigation protocol requirements, **publish NOI/RROF and obtain "Authority to Use Grant Funds"** (HUD 7015.16) per Section 58.70 and 58.71 before committing or drawing down any funds; OR
- After conducting a Tier I Environmental review on the project/program target area, it has been determined that this categorically excluded activity/project cannot convert to exempt status because one or more statutes or authorities listed at Section 58.5 requires formal consultation or mitigation. Formal consultation/mitigation will occur as project sites are identified in a Tier II Site-Specific Environmental Review process. All identified actions/mitigation measures required by the Tier II review will be completed and endorsed by the governing compliance agency before committing or drawing down any funds for the project.
- This project is not categorically excluded OR, if originally categorically excluded, is now subject to a full Environmental Assessment according to Part 58 Subpart E due to extraordinary circumstances (Section 58.35(c)).

Preparer Signature:  Date: 10/5/2020  
Name/Title/Organization: Michael Sklar, Senior Planner, PBC Dept. of Housing and Economic Sustainability

Responsible Entity Agency Official Signature:  Date: 10/6/2020  
Name/Title: **Jonathan B. Brown/Director**

***This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environmental Review Record (ERR) for the activity/project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).***





e S

12th Ave S

12th Ave S

Barton Rd

Andre

Redding Rd

S Dixie Hwy

S Federal Hwy

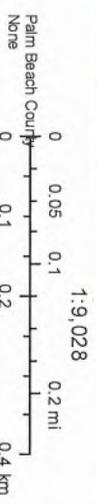
N Federal Hwy  
N Dixie Hwy

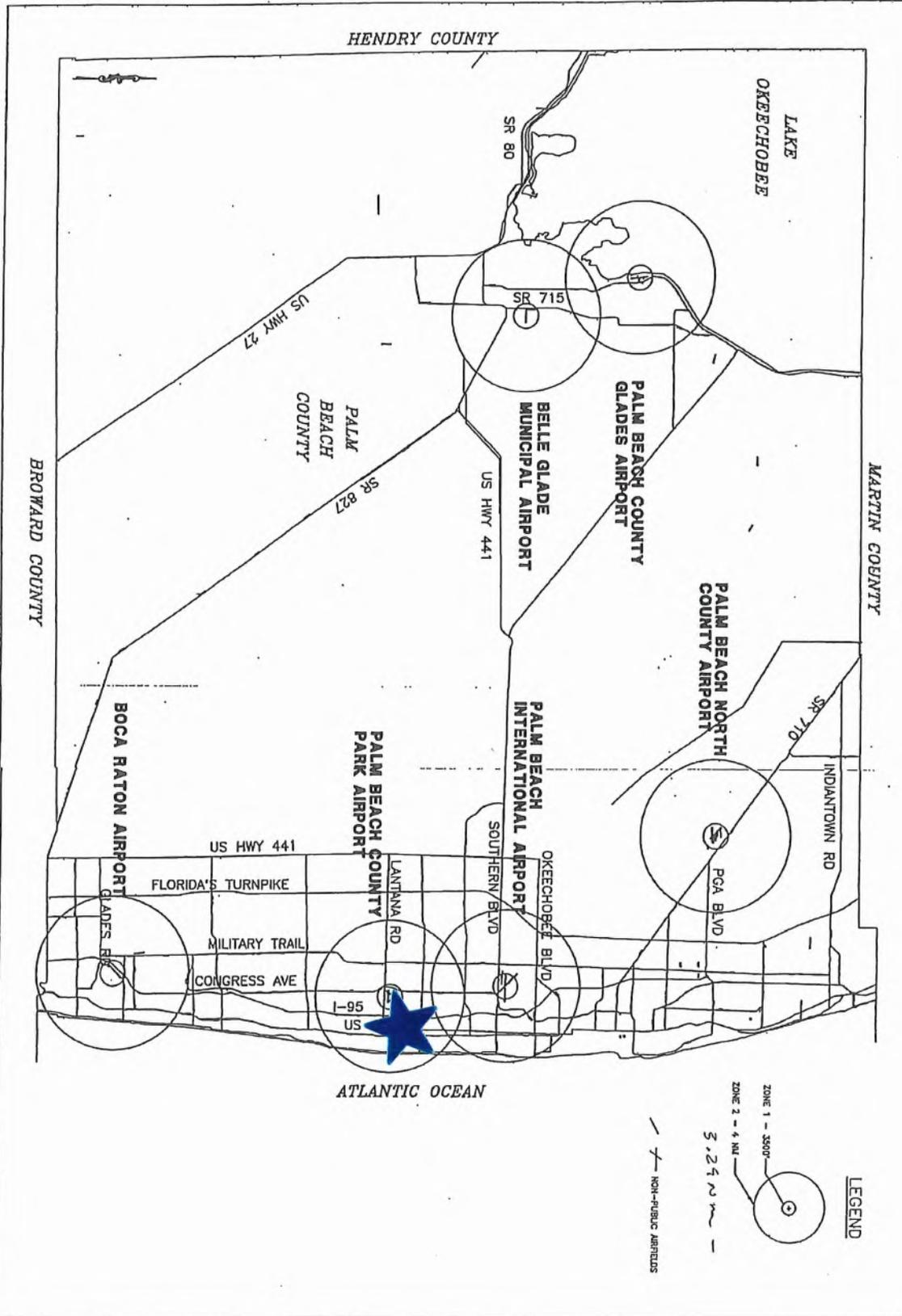


Created by: Palm Beach County

October 1, 2020

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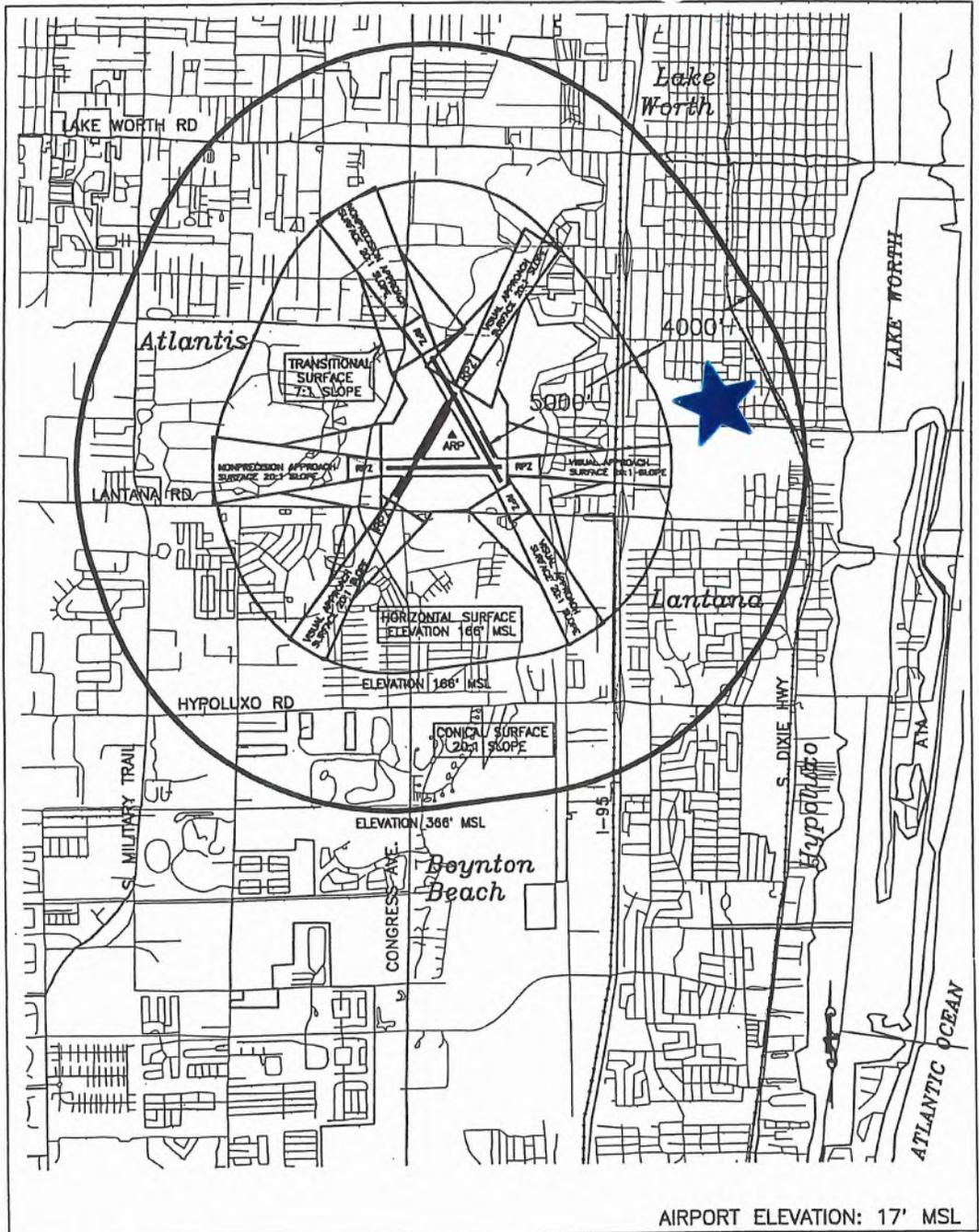




**APPENDIX 1  
AIRSPACE NOTIFICATION MAP**

SCALE: 1"=25000'

FEBRUARY 1996



AIRPORT ELEVATION: 17' MSL

**APPENDIX 3**  
**MAP B**  
 SCALE: 1"=4000'  
 FEBRUARY 1996

PALM BEACH COUNTY  
 PARK AIRPORT  
 LANTANA, FLORIDA

# National Flood Hazard Layer FIRMeTte



80°3'49"W, 26°35'56"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

**SPECIAL FLOOD HAZARD AREAS**

- Without Base Flood Elevation (BFE)  
Zone A, V, A99  
With BFE or Depth Zone AE, AO, AH, VE, AR  
Regulatory Floodway

0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X

Future Conditions 1% Annual Chance Flood Hazard Zone X  
Area with Reduced Flood Risk due to Levee. See Notes. Zone X  
Area with Flood Risk due to Levee Zone D

**OTHER AREAS OF FLOOD HAZARD**

- NO SCREEN Area of Minimal Flood Hazard Zone X  
Effective LOMRs
- Area of Undetermined Flood Hazard Zone D

**OTHER AREAS GENERAL STRUCTURES**

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

20.2 Cross Sections with 1% Annual Chance Water Surface Elevation  
17.5 Coastal Transsect

Base Flood Elevation Line (BFE)  
Limit of Study  
Jurisdiction Boundary  
Coastal Transsect Baseline  
Profile Baseline  
Hydrographic Feature

**OTHER FEATURES**

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 10/1/2020 at 10:26 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



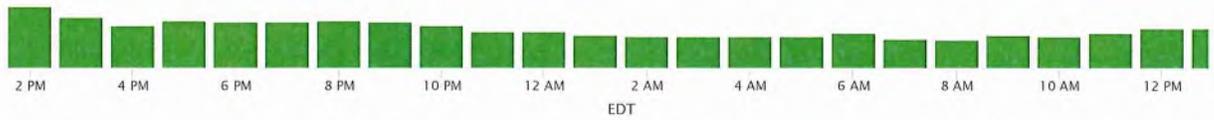
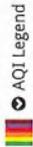
80°3'12"W 26°35'24"N

USGS The National Map Orthoimagery Data refreshed April 2020

## Trends

### Today

West Palm Beach Reporting Area



This chart shows the NowCast AQI in your area for the previous 24 hours. Mouse over or tap a bar to see which pollutant (ozone or PM) was highest that hour.

### Week

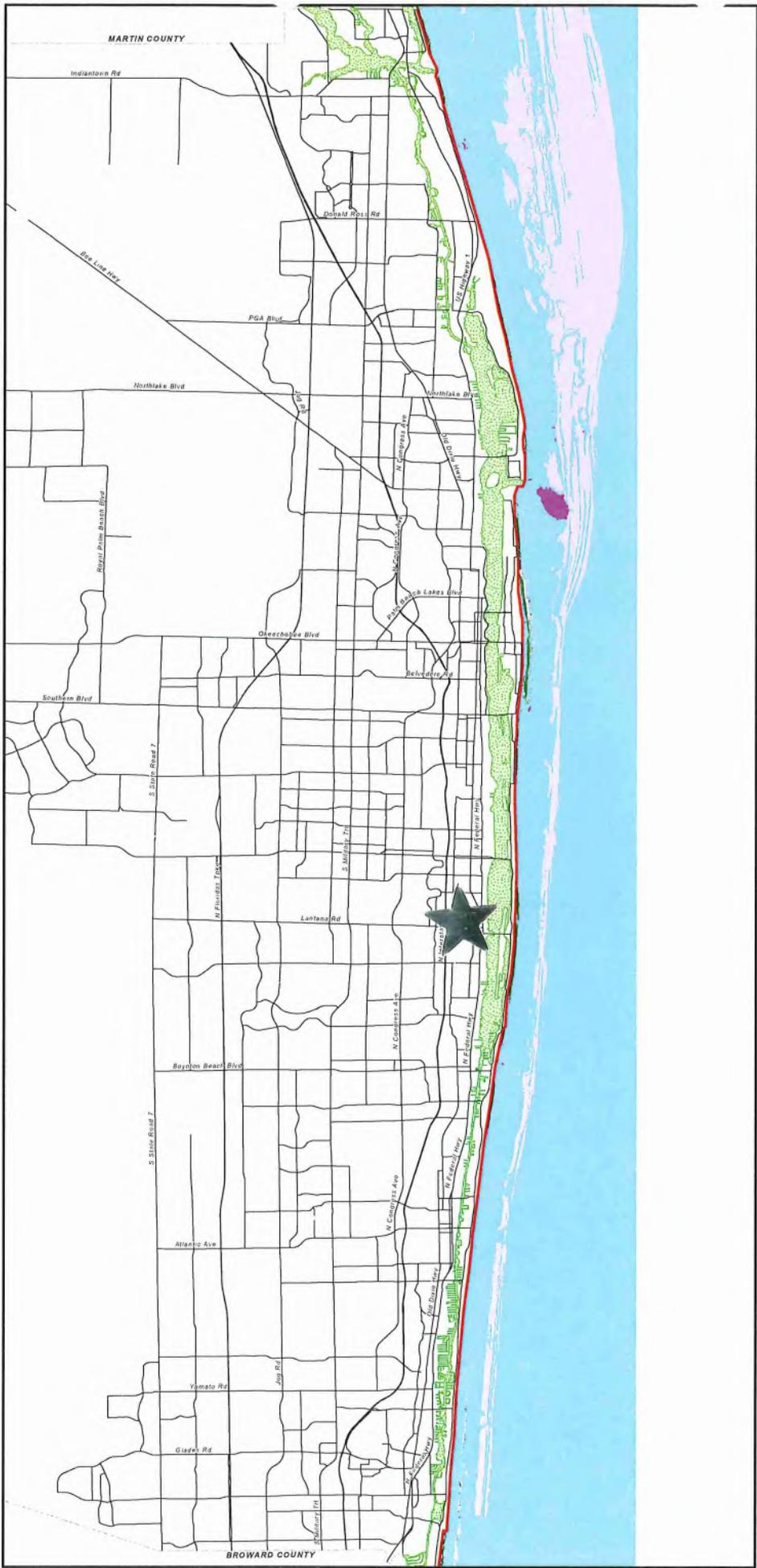
West Palm Beach Reporting Area



This chart shows the daily AQI in your area for each of the last 7 days. Mouse over or tap a bar to see which pollutant (ozone or PM) was highest that day.

West Palm Beach Reporting Area





MAP CM 1.1

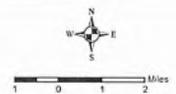
Coastal Resources  
in Palm Beach County

-  ARTIFICIAL REEF
-  OFFSHORE REEF
-  NEARSHORE REEF
-  ESTUARINE SYSTEM
-  BEACHES AND SHORES

SOURCES:  
PBC Dept. of Environmental  
Resources Management, 2012  
Last Amended in Round 13-2 by Ord. 2013-026



PALM BEACH COUNTY  
COMPREHENSIVE PLAN  
MAP SERIES



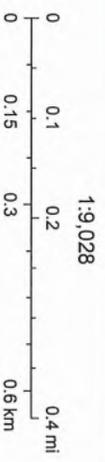
Effective Date 11/09/2013  
Filename N:\Map9\0000A  
Contact: PBC Planning Dept.

# Howard Park Improvements

*1/2 mile radius*



- October 2, 2020
- DEP Cleanup Sites
  - ▲ BROWNFIELD SITES
  - ▲ PETROLEUM
  - ▲ SUPERFUND
  - ▲ OTHER WASTE CLEANUP

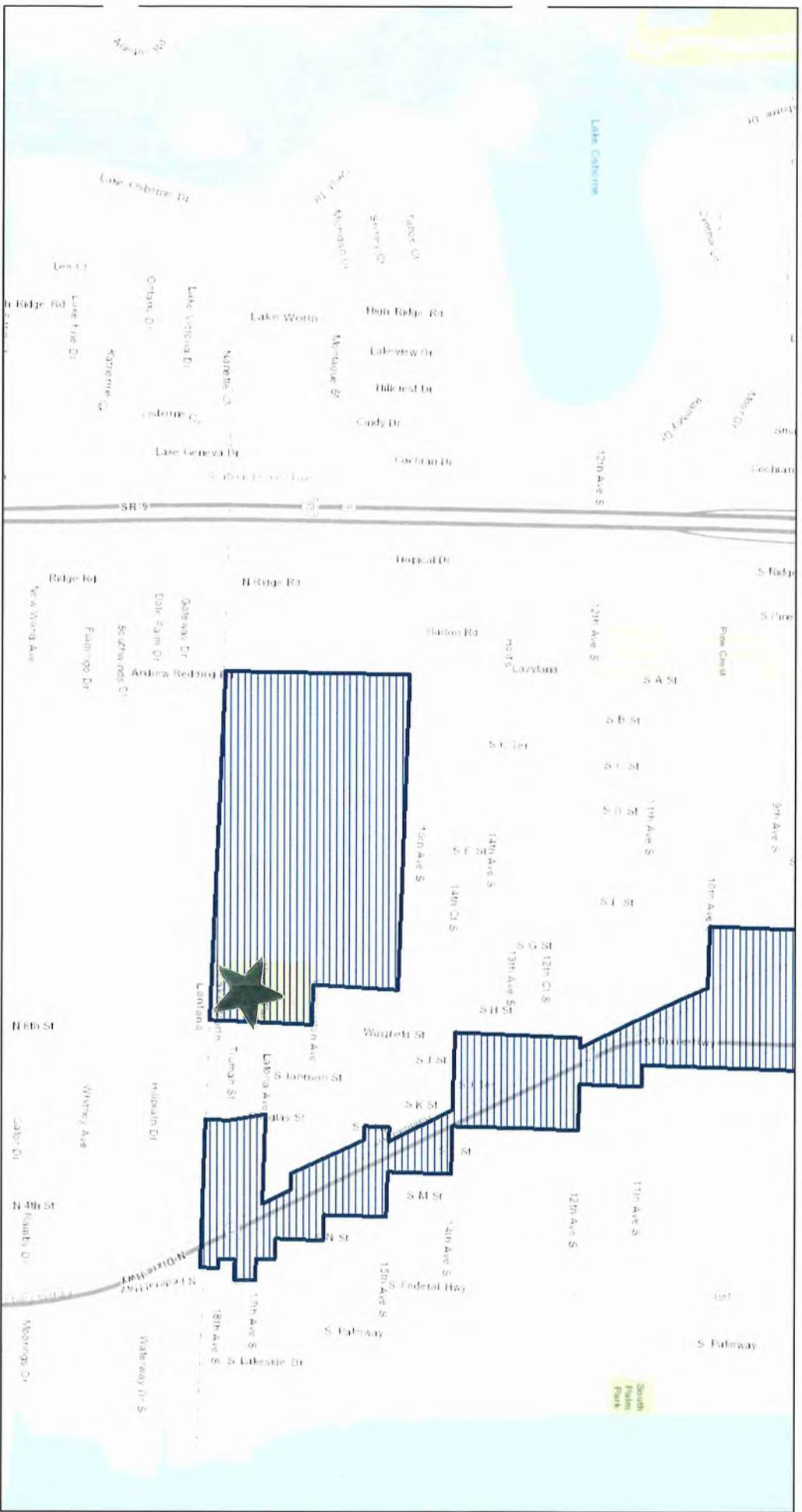


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 FDEP/DWM. Sources: Esri, HERE, Garmin, Intermap, Incentive P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

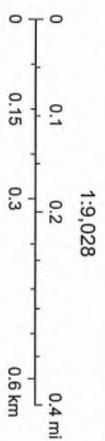
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# Howard Park - Brownfields Map



October 2, 2020

-  Brownfield Areas
-  Brownfield Sites



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community, FDEP/ DWM/BWC

Map created by Map Direct, powered by ESRI. Florida Department of Environmental Protection makes no warranty, expressed or implied, or assumes any legal liability or responsibility for the accuracy/completeness or usefulness of any information, apparatus, product, or process disclosed or represents that its use would not infringe privately owned rights.

**Facility ID#:** 8735686

**District:** SED

**Name:** Johnson Davis Inc

**County:** 50 - Palm Beach

604 Hillbrath Dr

**Type:** C - Fuel User/Non-Retail

Lantana, FL 33462-1656

**Status:** Open

**Contact:** Gene Gardner

**Latitude:** 26:35:33.0653

**Phone:** 561-588-1170

**Longitude:** 80:03:20.1974

DPHO -

**LL Method:** Autonomous GPS

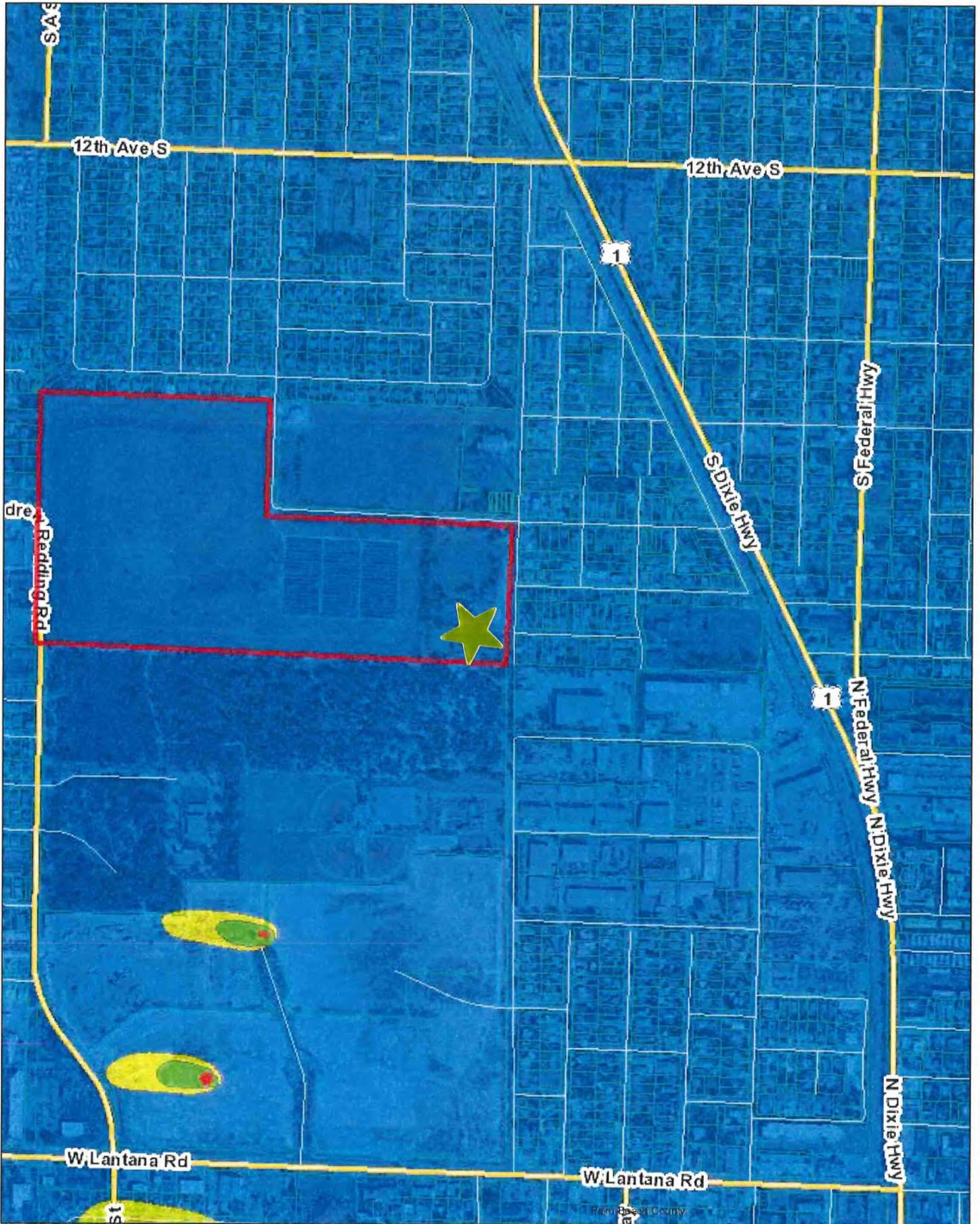
**Account Owner:** Johnson Davis Inc

Tank#	Size	Content	Installed	Placemen t	Status	Construction	Piping	Monitorin g
3	275	New/Lube Oil	03/01/1985	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	I - Not Required
4	275	Other Non Regulated	03/01/1985	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	I - Not Required
5	275	Waste Oil	03/01/1985	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	I - Not Required
95-41	550	Vehicular Diesel	09/01/1995	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-42	550	Vehicular Diesel	09/01/1995	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-51	550	Vehicular Diesel	01/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts

95-29	550 Vehicular Diesel	03/01/1994	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-31	550 Vehicular Diesel	04/01/1994	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-56	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-57	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-60	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-67	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-74	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-75	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-76	550 Vehicular Diesel	06/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual

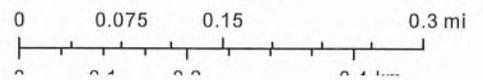
							Tank Gauging - Usts
95-48	280 Vehicular Diesel	12/01/1995	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-49	280 Vehicular Diesel	12/01/1995	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
95-52	465 Vehicular Diesel	01/01/1996	ABOVE	In Service	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
PTO658	1200 Unleaded Gas 0	03/01/2001	ABOVE	In Service	C - Steel I - Double Wall L - Compartmented M - Spill Containment Bucket P - Level Gauges/Alarms	A - Abv, No Soil Contact B - Steel/Galvanized Metal I - Suction Piping System K - Dispenser Liners	F - Monitor Dbl Wall Tank Space Q - Visual Inspection Of Asts
95-17	1000 Generator/Pump Diesel	02/01/1994	ABOVE	NonReg Construction	C - Steel	A - Abv, No Soil Contact	M - Manual Tank Gauging - Usts
1	4000 Unleaded Gas	03/01/1985	UNDER	Removed from Site			
2	4000 Vehicular Diesel	03/01/1985	UNDER	Removed from Site			

3-43-44-33-00-000-103L



October 1, 2020

1:9,028







U.S. Fish & Wildlife Service

Search ECOS

# ECOS Environmental Conservation Online System

Conserving the Nature of America

[ECOS](#) / [Species Reports](#) / Species By County Report

## Species By County Report

The following report contains Species that are known to or are believed to occur in this county. Species with range unrefined past the state level are now excluded from this report. If you are looking for the Section 7 range (for Section 7 Consultations), please visit the [IPaC](#) application.

County: Palm Beach, Florida

[CSV](#)

Need to contact a FWS field office about a species? Follow [this link](#) to find your local FWS Office.

Group	Name	Population	Status	Lead Office	Recovery Plan	Recovery Plan Action Status	Recovery Plan Stage
Birds	Whooping crane ( <i>Grus americana</i> )	U.S.A. (CO, ID, FL, NM, UT, and the western half of Wyoming)	Experimental Population, Non-Essential	Office of the Regional Director			
Birds	Everglade snail kite ( <i>Rostrhamus sociabilis plumbeus</i> )	Wherever found	Endangered	South Florida Ecological Services Field Office	<a href="#">South Florida Multi-Species Recovery Plan (68 spp.)</a>	<a href="#">Implementation Progress</a>	Final
Birds	Kirtland's Warbler ( <i>Setophaga kirtlandii</i> (= <i>Dendroica kirtlandii</i> ))	Wherever found	Endangered	Michigan Ecological Services Field Office	<a href="#">Kirtland's Warbler Recovery Plan, Updated</a>	<a href="#">Implementation Progress</a>	Final Revision 1
Birds	Red-cockaded woodpecker ( <i>Picoides borealis</i> )	Wherever found	Endangered	Mississippi Ecological Services Field Office	<a href="#">Red-cockaded Woodpecker Recovery Plan, Second Revision</a>	<a href="#">Implementation Progress</a>	Final Revision 2
Birds	Wood stork ( <i>Mycteria americana</i> )	AL, FL, GA, MS, NC, SC	Threatened	North Florida Ecological Services Field Office	<a href="#">Revised Recovery Plan for the U.S. Breeding Population of the Wood Stork</a>	<a href="#">Implementation Progress</a>	Final Revision 1
Birds	Audubon's crested caracara ( <i>Polyborus plancus audubonii</i> )	FL pop.	Threatened	South Florida Ecological Services Field Office	<a href="#">South Florida Multi-Species Recovery Plan (68 spp.)</a>	<a href="#">Implementation Progress</a>	Final

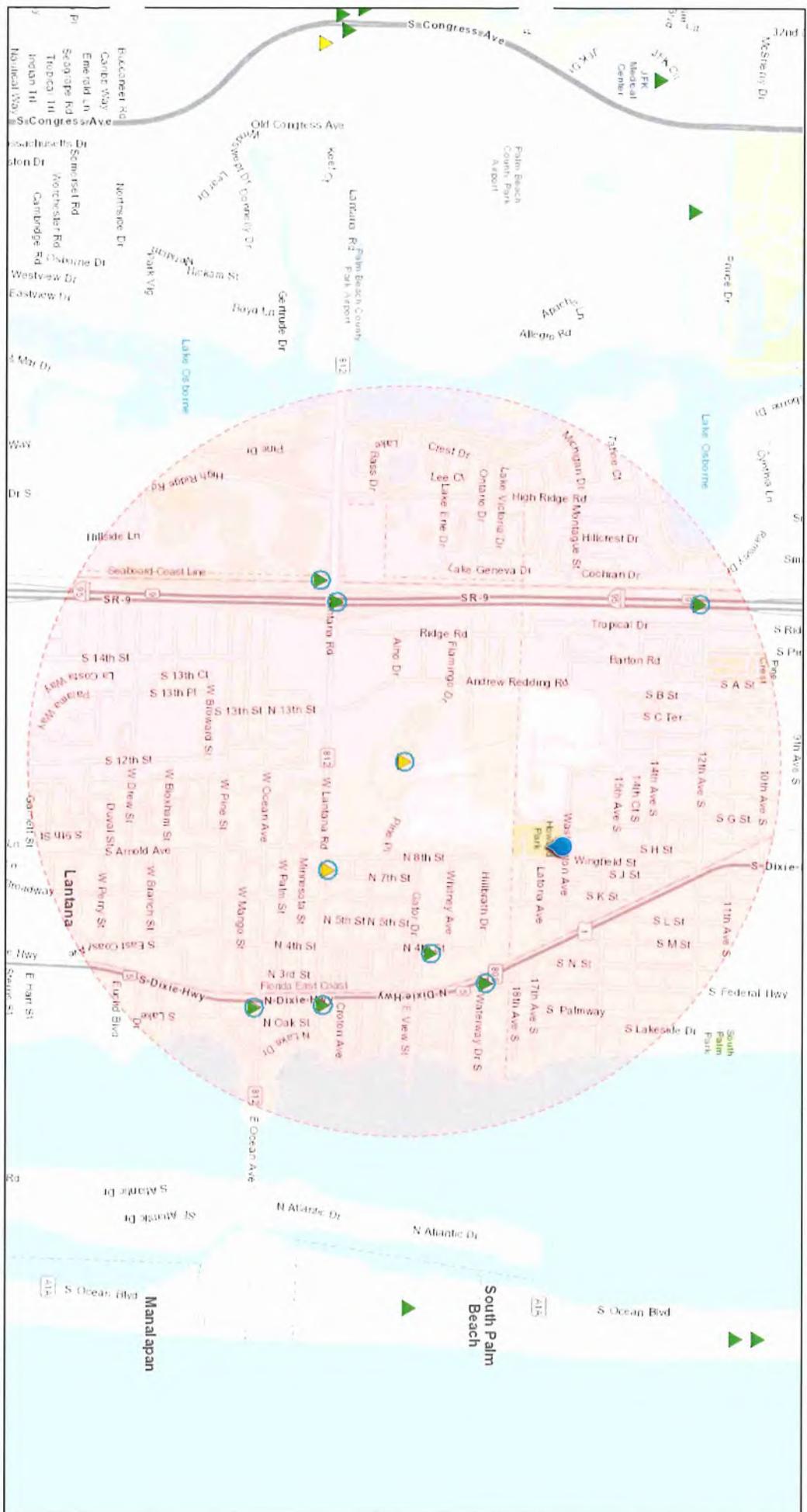
Group	Name	Population	Status	Lead Office	Recovery Plan	Recovery Plan Action Status	Recovery Plan Stage
Birds	Piping Plover ( <i>Charadrius melodus</i> )	[Atlantic Coast and Northern Great Plains populations] - Wherever found, except those areas where listed as endangered.	Threatened	Office of the Regional Director	<a href="#">Piping Plover Atlantic Coast Population Revised Recovery Plan</a>	<a href="#">Implementation Progress</a>	Final Revision 1
Birds	Piping Plover ( <i>Charadrius melodus</i> )	[Atlantic Coast and Northern Great Plains populations] - Wherever found, except those areas where listed as endangered.	Threatened	Office of the Regional Director	<a href="#">Volume I: Draft Revised Recovery Plan for the Northern Great Plains Piping Plover (Charadrius melodus)</a>	Recovery efforts in progress, but no implementation information yet to display.	Draft Revision 1
Birds	Florida scrub-jay ( <i>Aphelocoma coerulescens</i> )	Wherever found	Threatened	North Florida Ecological Services Field Office	<a href="#">Florida Scrub Jay</a>	<a href="#">Implementation Progress</a>	Final
Birds	Red knot ( <i>Calidris canutus rufa</i> )	Wherever found	Threatened	New Jersey Ecological Services Field Office			
Flowering Plants	Four-petal pawpaw ( <i>Asimina tetramera</i> )	Wherever found	Endangered	South Florida Ecological Services Field Office	<a href="#">South Florida Multi-Species Recovery Plan (68 spp.)</a>	<a href="#">Implementation Progress</a>	Final
Flowering Plants	Okeechobee gourd ( <i>Cucurbita okeechobeensis</i> ssp. <i>okeechobeensis</i> )	Wherever found	Endangered	South Florida Ecological Services Field Office	<a href="#">South Florida Multi-Species Recovery Plan (68 spp.)</a>	<a href="#">Implementation Progress</a>	Final
Flowering Plants	Beach jacquemontia ( <i>Jacquemontia reclinata</i> )	Wherever found	Endangered	South Florida Ecological Services Field Office	<a href="#">South Florida Multi-Species Recovery Plan (68 spp.)</a>	<a href="#">Implementation Progress</a>	Final

Group	Name	Population	Status	Lead Office	Recovery Plan	Recovery Plan Action Status	Recovery Plan Stage
Flowering Plants	Tiny polygala ( <i>Polygala smallii</i> )	Wherever found	Endangered	South Florida Ecological Services Field Office	<a href="#">South Florida Multi-Species Recovery Plan (68 spp.)</a>	<a href="#">Implementation Progress</a>	Final
Flowering Plants	Florida prairie-clover ( <i>Dalea carthagensis floridana</i> )	Wherever found	Endangered	South Florida Ecological Services Field Office			
Insects	Bartram's hairstreak Butterfly ( <i>Strymon acis bartrami</i> )	Wherever found	Endangered	South Florida Ecological Services Field Office			
Insects	Florida leafwing Butterfly ( <i>Anaea troglodyta floridalis</i> )	Wherever found	Endangered	South Florida Ecological Services Field Office			
Lichens	Florida perforate cladonia ( <i>Cladonia perforata</i> )	Wherever found	Endangered	South Florida Ecological Services Field Office	<a href="#">South Florida Multi-Species Recovery Plan (68 spp.)</a>	<a href="#">Implementation Progress</a>	Final
Mammals	West Indian Manatee ( <i>Trichechus manatus</i> )	Wherever found	Threatened	North Florida Ecological Services Field Office	<a href="#">Florida Manatee Recovery Plan, Third Revision</a>	<a href="#">Implementation Progress</a>	Final Revision 3
Mammals	West Indian Manatee ( <i>Trichechus manatus</i> )	Wherever found	Threatened	North Florida Ecological Services Field Office	<a href="#">Recovery Plan Puerto Rican Population of the West Indian (Antillean) Manatee</a>	<a href="#">Implementation Progress</a>	Final
Mammals	Florida panther ( <i>Puma (=Felis) concolor coryi</i> )	Wherever found	Endangered	South Florida Ecological Services Field Office	<a href="#">Third Revision of the Florida Panther Recovery Plan</a>	<a href="#">Implementation Progress</a>	Final Revision 3

Group	Name	Population	Status	Lead Office	Recovery Plan	Recovery Plan Action Status	Recovery Plan Stage
Mammals	Southeastern beach mouse ( <i>Peromyscus polionotus niveiventris</i> )	wherever found	Threatened	North Florida Ecological Services Field Office	<a href="#">Anastasia Island/Southeast Beach Mice (2 spp.)</a>	<a href="#">Implementation Progress</a>	Final
Mammals	Puma (=mountain lion) ( <i>Puma (=Felis) concolor (all subsp. except coryi)</i> )	FL	Similarity of Appearance (Threatened)	Office of the Regional Director			
Reptiles	American alligator ( <i>Alligator mississippiensis</i> )	Wherever found	Similarity of Appearance (Threatened)	Office of the Regional Director			
Reptiles	Hawksbill sea turtle ( <i>Eretmochelys imbricata</i> )	Wherever found	Endangered	North Florida Ecological Services Field Office	<a href="#">Recovery Plan for the Hawksbill Turtle in the U.S. Caribbean, Atlantic and Gulf of Mexico</a>	<a href="#">Implementation Progress</a>	Final Revision 1
Reptiles	Hawksbill sea turtle ( <i>Eretmochelys imbricata</i> )	Wherever found	Endangered	North Florida Ecological Services Field Office	<a href="#">Recovery Plan for U.S. Pacific Populations of the Hawksbill Turtle</a>	<a href="#">Implementation Progress</a>	Final Revision 1
Reptiles	Leatherback sea turtle ( <i>Dermochelys coriacea</i> )	Wherever found	Endangered	North Florida Ecological Services Field Office	<a href="#">Recovery Plan for U.S. Pacific Populations of the Leatherback Turtle</a>	<a href="#">Implementation Progress</a>	Final Revision 1
Reptiles	Leatherback sea turtle ( <i>Dermochelys coriacea</i> )	Wherever found	Endangered	North Florida Ecological Services Field Office	<a href="#">Recovery Plan for Leatherback Turtles in the U.S. Caribbean, Atlantic, and Gulf of Mexico</a>	<a href="#">Implementation Progress</a>	Final Revision 1
Reptiles	Loggerhead sea turtle ( <i>Caretta caretta</i> )	Northwest Atlantic Ocean DPS	Threatened	North Florida Ecological Services Field Office	<a href="#">Recovery Plan for the Northwest Atlantic Population of the Loggerhead Sea Turtle (Caretta caretta): Second Revision</a>	<a href="#">Implementation Progress</a>	Final Revision 2

Group	Name	Population	Status	Lead Office	Recovery Plan	Recovery Plan Action Status	Recovery Plan Stage
Reptiles	Eastern indigo snake ( <i>Drymarchon corais couperi</i> )	Wherever found	Threatened	Georgia Ecological Services Field Office	<u>Eastern Indigo Snake</u>	<u>Implementation Progress</u>	Final
Reptiles	Gopher tortoise ( <i>Gopherus polyphemus</i> )	eastern	Candidate	North Florida Ecological Services Field Office			

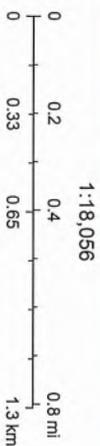
# Howard Park - 1 mile radius (ASD)



October 2, 2020

DEP Cleanup Sites

- ▲ BROWNFIELD SITES
- ▲ PETROLEUM
- ▲ SUPERFUND
- ▲ OTHER WASTE CLEANUP



FDEPDWM, Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, Geobase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

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# Howard Park - ASD

Distance from above ground storage tanks to Howard Park playground area



- Legend**
- Feature 1
  - ▤ Feature 2
  - ♻️ For the Children Inc
  - 🌳 Howard Park

Google Earth

© 2020 Europe Technologies



[Home \(/\)](#) > [Programs \(/programs/\)](#) > [Environmental Review \(/programs/environmental-review/\)](#) > ASD Calculator

## Acceptable Separation Distance (ASD) Electronic Assessment Tool

The Environmental Planning Division (EPD) has developed an electronic-based assessment tool that calculates the Acceptable Separation Distance (ASD) from stationary hazards. The ASD is the distance from above ground stationary containerized hazards of an explosive or fire prone nature, to where a HUD assisted project can be located. The ASD is consistent with the Department's standards of blast overpressure (0.5 psi-buildings) and thermal radiation (450 BTU/ft<sup>2</sup> - hr - people and 10,000 BTU/ft<sup>2</sup> - hr - buildings). Calculation of the ASD is the first step to assess site suitability for proposed HUD-assisted projects near stationary hazards. Additional guidance on ASDs is available in the Department's guidebook "Siting of HUD- Assisted Projects Near Hazardous Facilities" and the regulation 24 CFR Part 51, Subpart C, Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature.

**Note:** Tool tips, containing field specific information, have been added in this tool and may be accessed by hovering over the ASD result fields with the mouse.

### Acceptable Separation Distance Assessment Tool

Is the container above ground? Yes:  No:

Is the container under pressure? Yes:  No:

Does the container hold a cryogenic liquified gas? Yes:  No:

Is the container diked? Yes:  No:

What is the volume (gal) of the container? 240000

What is the Diked Area Length (ft)?

What is the Diked Area Width (ft)?

Calculate Acceptable Separation Distance

Diked Area (sqft)

ASD for Blast Over Pressure (ASDBOP)

ASD for Thermal Radiation for People (ASDPPU) 2712.66

ASD for Thermal Radiation for Buildings (ASDBPU) 633.54

ASD for Thermal Radiation for People (ASDPNPD)

ASD for Thermal Radiation for Buildings (ASDBNPD)

For mitigation options, please click on the following link: [Mitigation Options \(/resource/3846/acceptable-separation-distance-asd-hazard-mitigation-options/\)](/resource/3846/acceptable-separation-distance-asd-hazard-mitigation-options/)

## Providing Feedback & Corrections

After using the ASD Assessment Tool following the directions in this User Guide, users are encouraged to provide feedback on how the ASD Assessment Tool may be improved. Users are also encouraged to send comments or corrections for the improvement of the tool.

Please send comments or other input using the [Contact Us \(https://www.hudexchange.info/contact-us/\)](https://www.hudexchange.info/contact-us/) form.

## Related Information

- [ASD User Guide \(/resource/3839/acceptable-separation-distance-asd-assessment-tool-user-guide/\)](/resource/3839/acceptable-separation-distance-asd-assessment-tool-user-guide/)
- [ASD Flow Chart \(/resource/3840/acceptable-separation-distance-asd-flowchart/\)](/resource/3840/acceptable-separation-distance-asd-flowchart/)

[Home \(/\)](#) > [Programs \(/programs/\)](#) > [Environmental Review \(/programs/environmental-review/\)](#) > DNL Calculator

## DNL Calculator

The Day/Night Noise Level Calculator is an electronic assessment tool that calculates the Day/Night Noise Level (DNL) from roadway and railway traffic. For more information on using the DNL calculator, view the [Day/Night Noise Level Calculator Electronic Assessment Tool Overview \(/programs/environmental-review/daynight-noise-level-electronic-assessment-tool/\)](#).

## Guidelines

- To display the Road and/or Rail DNL calculator(s), click on the "Add Road Source" and/or "Add Rail Source" button(s) below.
- All Road and Rail input values must be positive non-decimal numbers.
- All Road and/or Rail DNL value(s) must be calculated separately before calculating the Site DNL.
- All checkboxes that apply must be checked for vehicles and trains in the tables' headers.
- **Note #1:** Tooltips, containing field specific information, have been added in this tool and may be accessed by hovering over all the respective data fields (site identification, roadway and railway assessment, DNL calculation results, roadway and railway input variables) with the mouse.
- **Note #2:** DNL Calculator assumes roadway data is always entered.

## DNL Calculator

Site ID | Howard Park - City of Lake Worth

Record Date | October 2, 2020

User's Name | Michael Sklar

Railroad #1 Track Identifier: | FEC

Rail # 1

Train Type | Electric  | Diesel

Effective Distance | 1640

Average Train Speed | 45

Engines per Train | 2

Railway cars per Train | 60

Average Train Operations (ATO) | 20

Night Fraction of ATO | 65

Railway whistles or horns? | Yes:  No:  | Yes:  No:

Bolted Tracks? | Yes:  No:  | Yes:  No:

Train DNL | 0 | 62

Calculate Rail #1 DNL | 62 | Reset

Add Road Source | Add Rail Source

Loud Impulse Sounds?	<input type="radio"/> Yes <input checked="" type="radio"/> No
Combined DNL for all Road and Rail sources	62
Combined DNL including Airport	N/A
Site DNL with Loud Impulse Sound	

## Mitigation Options

If your site DNL is in Excess of 65 decibels, your options are:

- **No Action Alternative:** Cancel the project at this location
- **Other Reasonable Alternatives:** Choose an alternate site
- **Mitigation**
  - Contact your Field or Regional Environmental Officer (</programs/environmental-review/hood-environmental-staff-contacts/>)
  - Increase mitigation in the building walls (only effective if no outdoor, noise sensitive areas)
  - Reconfigure the site plan to increase the distance between the noise source and noise-sensitive uses
  - Incorporate natural or man-made barriers. See *The Noise Guidebook* (</resource/313/hood-noise-guidebook/>)
  - Construct noise barrier. See the **Barrier Performance Module** (</programs/environmental-review/bpm-calculator/>)

## Tools and Guidance

Day/Night Noise Level Assessment Tool User Guide (</resource/3822/day-night-noise-level-assessment-tool-user-guide/>)

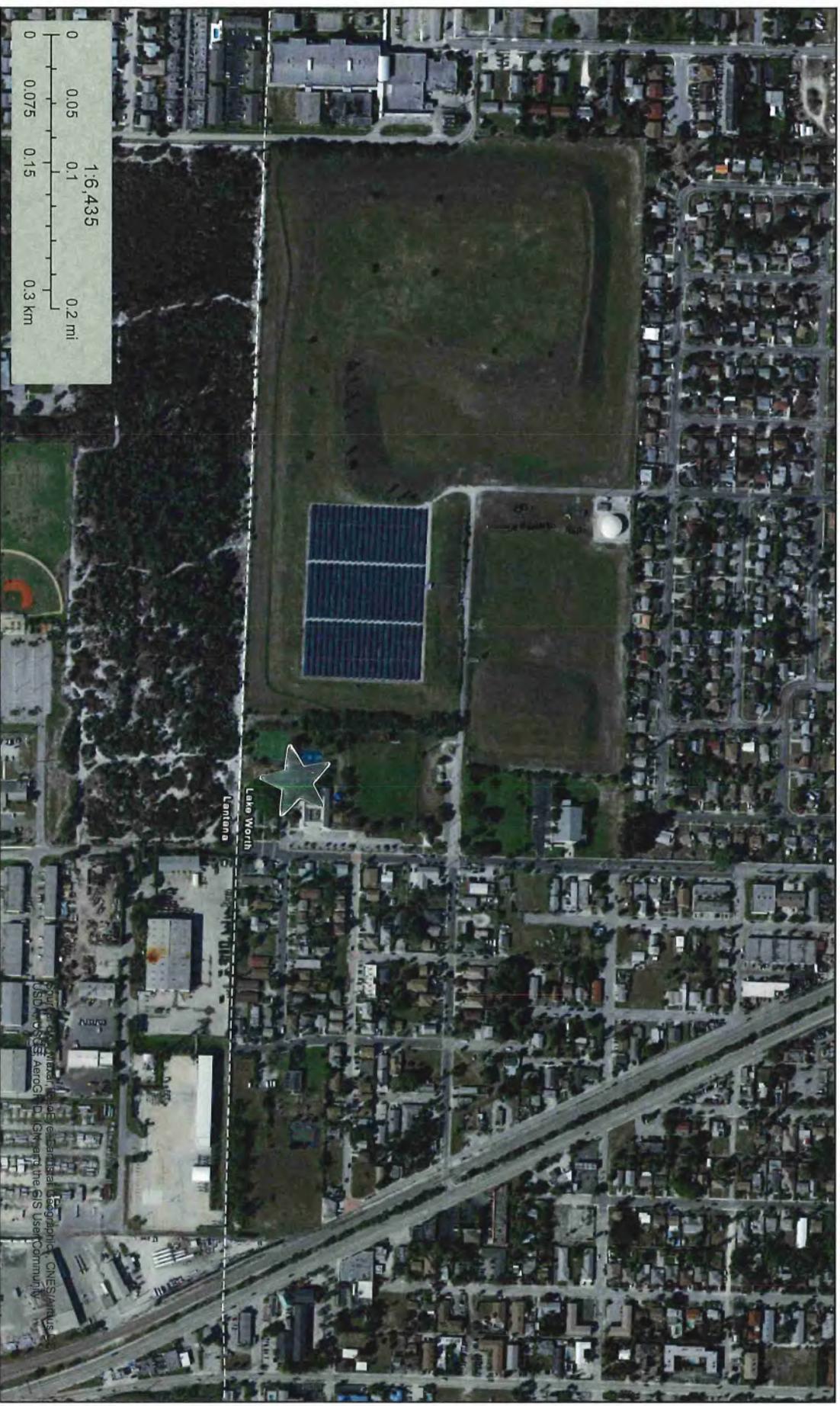
Day/Night Noise Level Assessment Tool Flowcharts (</resource/3823/day-night-noise-level->



U.S. Fish and Wildlife Service

# National Wetlands Inventory

## Howard Park, Lake Worth Beach, FL



October 5, 2020

### Wetlands

- Estuarine and Marine Deepwater
- Estuarine and Marine Wetland

- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond

- Lake
- Other
- Riverine

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

## LOXAHATCHEE RIVER, FLORIDA

**Managing Agency:**

Jonathan Dickinson State Park

**Designated Reach:**

May 17, 1985. From Riverbend Park downstream to Jonathan Dickinson State Park.

**Classification/Mileage:**

Wild — 1.3 miles; Scenic — 5.8 miles; Recreational — 0.5 miles; Total — 7.6 miles.



**RELATED LINKS**

*Jonathan Dickinson State Park*

*Friends of the Loxahatchee River*

*Loxahatchee River Center*

*Loxahatchee River Management Plan (5.4 MB PDF)*

*Photo Credit: American Rivers*

**Loxahatchee River**

This scenic southern river flows through an interesting vegetative landscape which supports a wide range of aquatic and terrestrial fish and wildlife species. The river also provides for an abundance of bird species.

## DESCRIPTION OF THE RIVER CORRIDOR

The Loxahatchee River is located along the southeast coast of Florida, within Martin and Palm Beach counties. The Loxahatchee River watershed drains an area of approximately 240 square miles and consists of three main tributaries – the Northwest Fork, the North Fork, and the Southwest Fork.

The Northwest Fork of the Loxahatchee River originates at the G-92 water control structure in Palm Beach County, flows north and eastward into Martin County and Jonathan Dickinson State Park then back into Palm Beach County where it ultimately connects to the Atlantic Ocean via the Jupiter Inlet. The Northwest Fork is designated as a National Wild and Scenic River from the southernmost area of Jonathan Dickinson State Park (River Mile 5.2) to the southern extreme of Riverbend Park (River Mile 15.5) and is 10.3 miles in length. Table 1 shows landmark sites of the Northwest Fork of the Loxahatchee River with old river miles from existing documents (when applicable), and the new river miles used throughout this document.

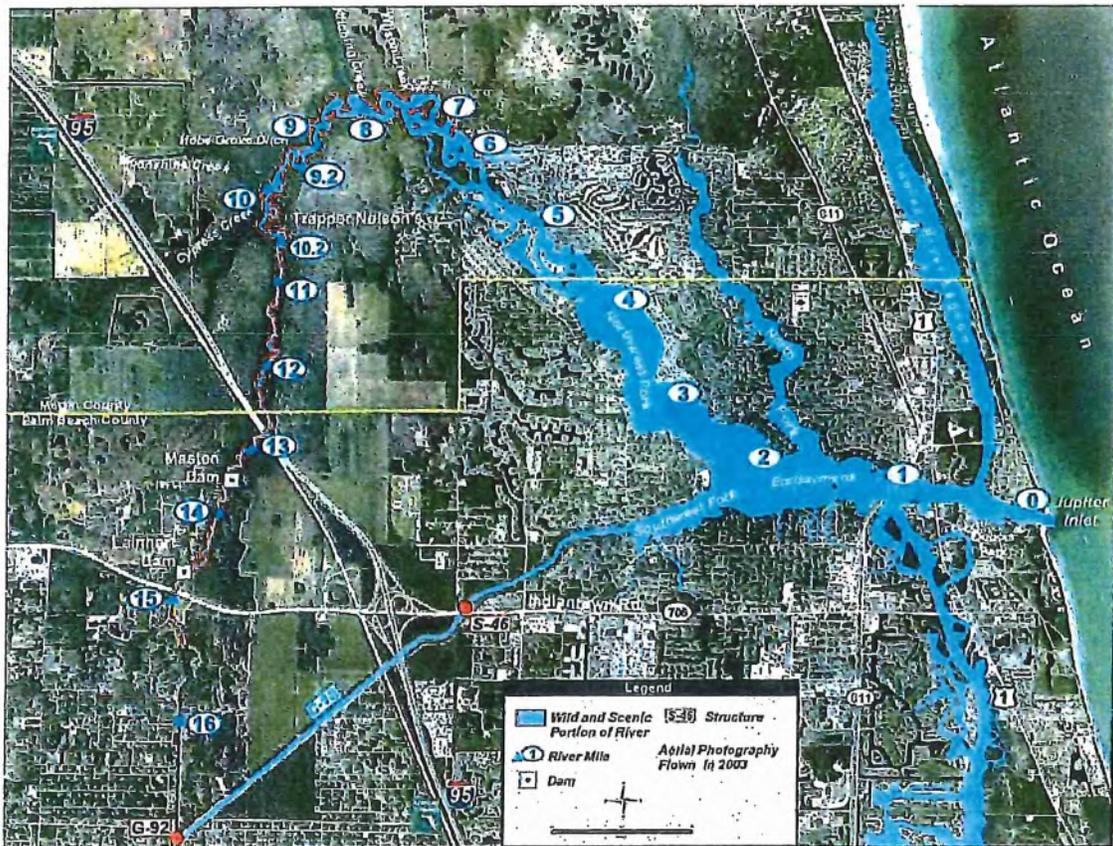
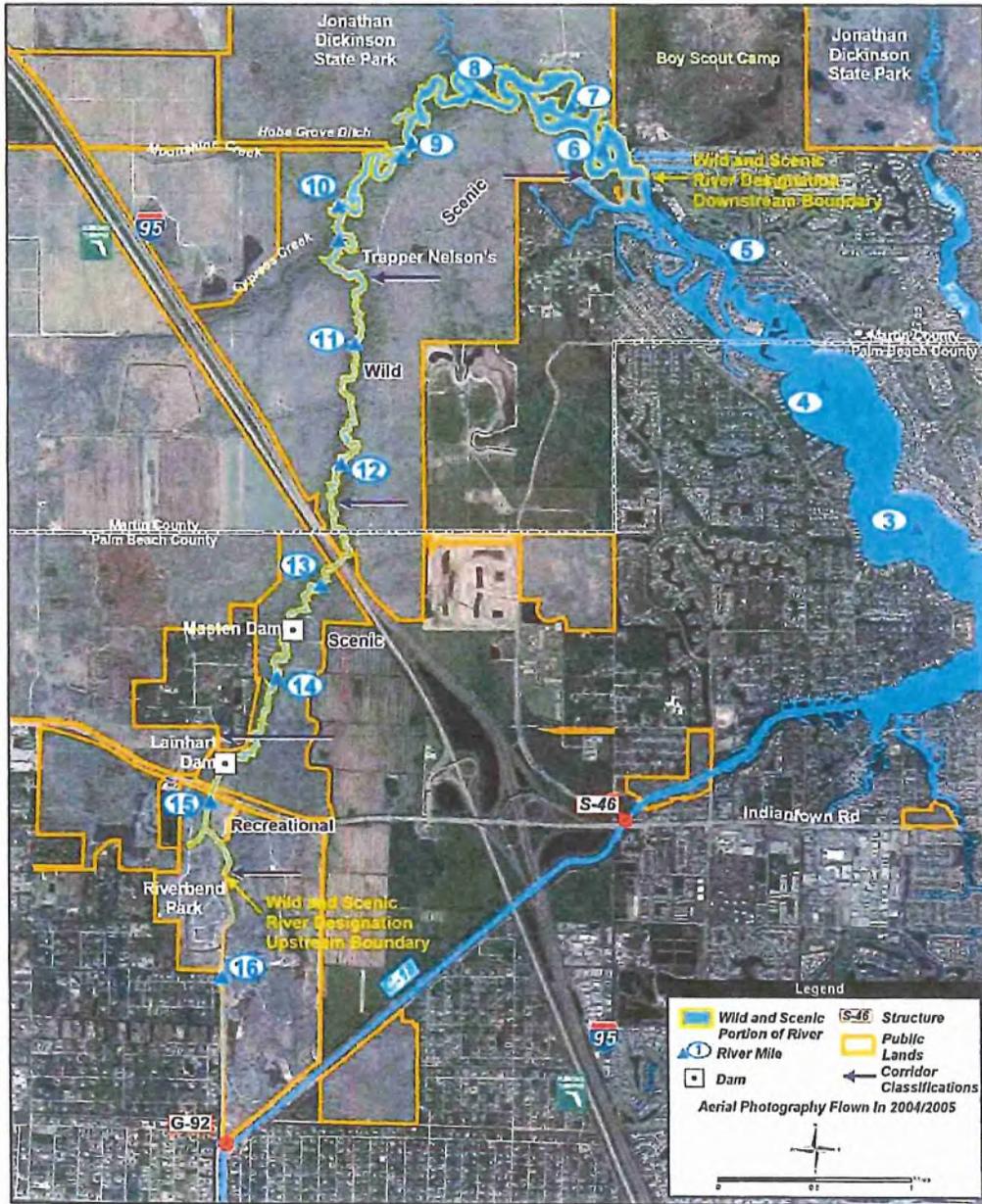


Figure 1 - The Loxahatchee River in Martin and Palm Beach Counties, Florida.



## Wild and Scenic Loxahatchee River

Figure 3 - Northwest Fork of Loxahatchee River Wild and Scenic Boundaries

2010 Loxahatchee River National Wild and Scenic River Management Plan



## Howard Park Playground Improvements Project

This addendum shall modify, clarify, change, or add information and clarification and become part of the above referenced IFB. All other terms, conditions, and specifications shall remain unchanged.

### **QUESTIONS & ANSWERS:**

1. Is there a pre-bid meeting?

**Answer: No.**

2. Is there a budget or job estimate?

**Answer: Budget of approximately \$250,000 based on the grant award.**

3. Is a bid bond/performance bond required?

**Answer: Please refer to the Section 00100 INSTRUCTIONS TO BIDDERS, 6. BID SECURITY. Please be advised that if the Bid Price for Construction Contract is in the amount of \$250,000 or greater (Current Acquisition Threshold is \$250,000.00) then per Federal requirements, a Payment Bond and a Performance Bond are required.**

4. Can we see the project site any day between 11 am and 5 pm?

**Answer: Bidders can visit the project site on their own from sunrise to sunset.**

5. Are the allowances in the S of V's included or contingent?

**Answer: The Allowances shall be included in the total bid price.**

6. Are the forms on pages 144-153 needed with the bid or upon award?

**Answer: Pages 144-150 are required at time of submission. Page 151 (Excel file) is required upon award.**

7. Can you provide a checklist to insure what is needed to be responsive to the bid?

**Answer: No. The bidders shall follow bidding document instruction in their submission.**

Issued by: Financial Services  
February 25, 2021

Signed by: Albert Wong, Purchasing Agent



Invitation for Bid  
21-202  
Addendum No. 2

## Howard Park Playground Improvements Project

This addendum shall modify, clarify, change, or add information and clarification and become part of the above referenced IFB. All other terms, conditions, and specifications shall remain unchanged.

### REVISION:

1. Change of Submittal Deadline

<u>Time</u>	<u>Date</u>
3:00 PM	<del>March 9, 2021</del>
<u>2:00 PM</u>	<u>March 11, 2021</u>

Issued by: Financial Services  
March 5, 2021

Signed by: Albert Wong, Purchasing Agent

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

# Cashier's Check - Customer Copy

No. 0829012685

Void After 90 Days

30-1/1140

Date 03/11/21 12:33:46 PM

NTX

HILLSBORO BOULEVARD  
0008 0007496 0079

Pay



\*\*Ten Thousand Nine Hundred Fifty Eight and 00/100 Dollars\*\*

**\*\*\$10,958.00\*\***

To The  
Order Of CITY OF LAKE WORTH BEACH

Not-Negotiable

Customer Copy

Retain for your Records

Remitter (Purchased By): SKYLINE CONTRACTORS LLC

001641001973

Bank of America, N.A.  
SAN ANTONIO, TX



# Cashier's Check

No. 0829012685

Notice to Purchaser - In the event that this check is lost, misplaced or stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

Void After 90 Days

30-1/1140

Date 03/11/21 12:33:46 PM

NTX

HILLSBORO BOULEVARD  
0008 0007496 0079

Pay



\*\*Ten Thousand Nine Hundred Fifty Eight and 00/100 Dollars\*\*

**\*\*\$10,958.00\*\***

To The  
Order Of CITY OF LAKE WORTH BEACH

Remitter (Purchased By): SKYLINE CONTRACTORS LLC

AUTHORIZED SIGNATURE

Bank of America, N.A.  
SAN ANTONIO, TX

⑈08 290 1 268 5⑈ ⑆1 140000 19⑆ 00 164 100 197 3⑈

00-53-3364B 06-2019

00-53-3364B 06-2019

COPY BANK CAPTURED ANTI-FRAUD PROTECTION

**CITY OF LAKE WORTH BEACH, FLORIDA**  
**TECHNICAL SPECIFICATIONS AND DRAWINGS**

**IFB 21-202**

**HOWARD PARK PLAYGROUND IMPROVEMENTS PROJECT**

# PROJECT NAME: IFB # 21-202 HOWARD PARK PLAYGROUND IMPROVEMENTS

## TECHNICAL SPECIFICATIONS

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01019	GENERAL REQUIREMENTS
01025	MEASUREMENT AND PAYMENT
01041	PROJECT COORDINATION
01045	CUTTING AND PATCHING
01065	PERMITS AND FEES
01068	DEFINITIONS AND STANDARDS
01090	REFERENCE STANDARDS
01110	ENVIRONMENTAL PROTECTION PROCEDURES
01152	APPLICATION FOR PAYMENT
01153	CHANGE ORDER PROCEDURES
01200	PROJECT MEETINGS
01300	SUBMITTALS
01310	CONSTRUCTION SCHEDULES
01340	SHOP DRAWINGS, PRODUCT DATA AND SAMPLES
01370	SCHEDULE OF VALUES
01380	CONSTRUCTION PHOTOGRAPHS
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01450	ENVIRONMENTAL PROTECTION
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01501	CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS
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01610	DELIVERY, STORAGE AND HANDLING
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01700	PROJECT CLOSEOUT

### DIVISION 1 – GENERAL REQUIREMENTS

### DIVISION 2 – SITEWORK

02050	DEMOLITION AND RENOVATION
02100	CLEARING AND GRUBBING

02211	SITE GRADING
02260	FINISH GRADING
02444	CHAIN LINK FENCE
02934	SODDING

SECTION 01010

**SUMMARY OF WORK**

**PART 1 -GENERAL**

**1.01 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work covered by these specifications comprises, in general, the furnishing of all labor, equipment, materials, and performing all operations to construct the project for the City of Lake Worth Beach as described and specified further in the Technical Specifications and as shown on the Contract Drawings.
- B. Except as specifically noted, the Contractor shall provide and pay for:
  - 1 Labor, materials, tools, construction equipment, and machinery.
  - 2 Water and utilities required for construction.
  - 3 Other facilities and services necessary for proper execution and completion of the work.
- C. The Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the City of Lake Worth Beach.

**1.02 DESIGN STANDARDS**

- A. All work shall be governed by and shall conform to the Florida Building Code latest edition, the City of Lake Worth Beach Engineering Standard Details (latest edition), and the Manual On Uniform Traffic Control Devices (latest edition).

**1.03 SILTATION AND BANK EROSION**

- A. The Contractor shall take adequate precautions to minimize siltation and bank erosion in the vicinity of canals or ditches, in discharging well point systems or during other construction activities.

**1.04 STORAGE OF MATERIALS**

- A. Suitable storage facilities shall be furnished by the Contractor. All materials, supplies and equipment intended for use in the work shall be suitably stored by the Contractor to prevent damage from exposure, admixture with foreign substances, or vandalism or other cause. The Engineer will refuse to accept, or sample for testing, materials, supplies or equipment that have been improperly stored, as determined by the Engineer.
- B. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in manner acceptable to the Engineer before any payment for same will be made. Materials strung out along the line of construction will not be allowed unless the materials will be installed within one week from the time of unloading and stringing out.

### **1.05 PRESERVATION OF PROPERTY**

- A. The Contractor shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor, it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.
- B. In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

### **1.06 CLEAN UP**

- A. The Contractor shall keep the construction site free of rubbish and other materials and restore to their original conditions those portions of the site not designated for the alteration by the Contract Documents. Clean up and restoration shall be accomplished on a continuing basis throughout the contract period and in such a manner as to maintain a minimum of nuisance and interference to the general public and residents in the vicinity of the work.
- B. The Contractor shall also remove, when no longer needed, all temporary structures and equipment used in his operation. It is the intent of this specification that the construction areas and those other areas not designated for alteration by the Contract Documents shall be immediately restored to original condition as upon completion of the project.

### **1.07 PUBLIC SAFETY AND CONVENIENCE**

- A. The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residents in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the Engineer and other jurisdictional governmental authority, if any. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight except during road closing. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

### **1.08 SAFETY AND OSHA COMPLIANCE**

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall comply in all respects with the applicable Workman's Compensation Law.

**1.09 CONTRACTOR'S USE OF PREMISES**

- A. Coordinate use of premises under direction of Engineer.
- B. Assume full responsibility for the protection and safekeeping of equipment and materials stored on the site.
- C. Move any stored Products, under Contractor's control, which interfere with operations of the Owner or separate Contractor.

**PART 2 -PRODUCTS – NOT USED.**

**PART 3 -EXECUTION – NOT USED.**

END OF SECTION

## SECTION 01019

### GENERAL REQUIREMENTS

#### PART 1 -GENERAL

##### 1.01 EXISTING UTILITIES AND STRUCTURES:

The existing utilities and facilities shown have been located from the Owner's and other records. Guaranties are not made that all existing facilities are shown or that those shown are entirely accurate. The Contractor will assure himself of any utilities, structures or facilities prior to performing any Work. Prior to the start of Work, the Contractor will request the Owner to advise him of the location of their facilities in the vicinity and will notify the Engineer of any deviation between existing conditions and the drawings. The Contractor will assume liability for damages sustained or costs incurred because of his operations in the vicinity of existing utilities or structures. The Contractor will be solely responsible for the protection and maintenance of existing utilities to provide uninterrupted service to commercial and residential customers.

Existing utilities and facilities shall be located prior to commencement of each task.

It shall be the Contractor's responsibility to contact utility companies and call SUNSHINE at (800) 432-4770 at least 72 hours before starting construction so maintenance personnel can locate and protect facilities, if required by the utility company.

##### 1.02 PRESERVING WATER QUALITY:

The Contractor will exercise extreme care to minimize degradation of water quality at the site. All necessary provisions will be taken to insure compliance with the water quality standards of the State of Florida.

The Contractor will take steps to collect and dispose of all sewage that leaks and/or spills during the performance of this contract. Any leakage or spillage will be cleaned up to the satisfaction of the Department of Environmental Protection.

##### 1.03 PROTECTION OF EXISTING AND ADJACENT PROPERTIES:

Unless indicated otherwise, all shrubbery, paved streets and walks, fences and walls, adjacent structures and equipment will be fully protected against damage during each stage of the project. Any damage by the Contractor will be fully restored to original condition.

##### 1.04 RESTORATION OF DAMAGED SURFACES, STRUCTURES AND PROPERTY:

Where pavement, trees, shrubbery, fences or other property or surface structures not designated as pay items, have been damaged, removed or disturbed by the Contractor, whether deliberately or through failure to carry out the requirements of the Contract Documents, state laws, municipal ordinances or the specific direction of the Engineer, or through failure to employ usual and reasonable safeguards, such property and surface structures will be replaced or repaired at the expense of the Contractor to a condition equal to that before Work began within a time frame approved by the Engineer.

##### 1.05 SUBSTITUTIONS:

For substitution of products in place of those specified, bidder must submit shop drawings and

technical data at least seven (7) calendar days prior to the Bid Opening date to substantiate "an approved equal" by the City, except specified items followed by the words "no substitution".

Submit five copies of request for substitution. Include in request:

1. Complete Data substantiating compliance of proposed substitution with Contract Documents.
2. For Products:
  - a. Product identification, including manufacturer's name and address.
  - b. Manufacturers' literature: 1) Product description. 2) Performance and test data. 3) Reference standards.
  - c. Samples.
  - d. Name and address of similar projects on which product was used, and date of installation.
3. For construction methods:
  - a. Detailed description of proposed method.
  - b. Drawings illustrating methods.
4. Itemized comparison of proposed substitution with product or method specified.
5. Data relating to changes in construction schedule.
6. Relation to separate contracts.
7. Accurate cost data on proposed substitution in comparison with product or method specified.

#### 1.06 CONSTRUCTION WATER:

The Contractor will be responsible for making application for hydrant meters with backflow preventers. The City will install necessary connections and backflow preventers at locations needed by the Contractor and approved by the Engineer. Maintenance of such is the responsibility of the Contractor. All associated fees will be paid for by the City.

Construction water will be paid for by the City. In an event that damage to these facilities occurs, the Contractor will be responsible for all costs associated with their replacement at the City's standard rate.

#### 1.07 SANITARY FACILITIES:

If necessary, the Contractor shall provide temporary restroom facilities for field crews. Location of such facilities will be subject to the approval of the City. Existing City/Residence facilities are not available for use by the Contractor, unless approved by the City in writing.

#### 1.08 WORKING HOURS:

All work on this contract shall be conducted during normal working hours (7:00 A.M. to 5:00 P.M.) on weekdays. No work shall be performed on weekends or City observed holidays. Inspection services needed beyond normal working hours will be paid for by the Contractor.

1.09 ASSEMBLIES OR UNITS:

Where the Contractor is required to furnish and install an assembly or unit, the Contractor shall furnish all component parts as required by the manufacturer of the unit.

1.10 ACCESS TO THE WORK SITE:

The Contractor may use only the roads and/or easements designated by the Owner for access to the work locations. The Contractor shall be responsible for maintaining, protecting and restoring the routes to the satisfaction of the Owner and Engineer.

1.11 SECURITY:

The Contractor shall be fully responsible for the safety and security of the construction area including any temporary measures required to maintain its protection. The Contractor will be responsible for any damages or theft incurred to his tools, equipment, machinery, and new work in-place that has not yet been fully accepted by the City.

1.12 TRENCH SAFETY ACT:

All work shall conform to the Florida Trench Safety Act. Contractor shall include in his price the cost of conforming to the Trench Safety Act.

1.13 PRECONSTRUCTION CONFERENCE/PROJECT PROGRESS MEETING:

- A. Before the Contractor starts the work, a conference will be held to establish procedures for handling Shop Drawings and other submittals, and to establish procedures for processing Applications for Payment, and to establish a working understanding among the parties as to the work.
- B. At each project progress meeting, the Contractor shall develop and submit for approval a progress schedule and phasing plan demonstrating complete fulfillment of all contract requirements including all activities of subcontractors, equipment vendors and suppliers. An updated schedule shall be submitted with each pay request.

1.14 TESTS:

Tests and analyses which are called for in the Specifications and/or Drawings (concrete, bacteriological, pressure and leakage, etc.) are to be performed by an Independent Testing Laboratory. Contractor shall include in his price the cost of performing required tests and analyses.

1.15 REMOVAL OF ALL TEMPORARY FACILITIES & RESTORATION OF SITE:

Upon completion of the work, it shall be the responsibility of the Contractor to remove all temporary facilities including, but not limited to, pumps, fences, signs, temporary power, materials or other debris. The site, adjacent properties, and Owner facilities shall be restored to their original condition.

1.16 VIDEOTAPING:

At least one (1) week prior to start of construction, the Contractor shall televise all areas where construction is to take place, including existing surface conditions within the project limits. Such video tapes shall be provided to the Engineer before construction commences. The CD shall serve as a record

of the existing conditions for disputes arising from restoration, and should therefore be taken along the line of construction at sufficient detail as necessary to clearly depict details of existing conditions.

The Contractor shall be responsible for providing the necessary equipment for the viewing of the video tapes at the Engineer's office for the duration of the project. All CDs shall be indexed and catalogued in such a manner that each photographed area is readily identifiable and shall also indicate the date and time (hour, minutes & seconds) on which the photograph was made. The Contractor shall also televise any unusual conditions encountered during construction that are not already a matter of photographic record. In any area where existing conditions cannot be determined by means of video tapes, the area shall be restored, as approved by the Engineer, at the Contractor's expense. All CDs shall become the property of the Owner.

The Contractor will be responsible for any repairs required as a result of construction in performance of this Contract. The Contractor will submit two (2) copies of the CD to the Engineer-of-Record prior to the start of construction.

#### 1.17 SALVAGED MATERIAL:

Any existing equipment or material which is removed or replaced as a result of construction under this project may be designated as salvage by the City and, if so, shall be removed, cleaned, and delivered to the site in a protected place specified by the City. Any equipment or material not worthy of salvaging, as directed by the City, shall be disposed of by the Contractor at a suitable location. Upon request of the Engineer, Contractor shall submit evidence of proper disposal.

#### 1.18 PROVISION FOR THE CONTROL OF DUST:

The Contractor shall comply with the City Ordinances regarding control of dust. The Contractor shall take the necessary steps to prevent objectionable blowing or drifting of dust, sand, and other debris where the construction occurs in residential, commercial, or other developed areas.

Extreme precautions shall be taken during construction to minimize the amount of dust created. Wetting the site or other means, as directed by the City, may be required for control of dirt.

#### 1.19 NOISE CONTROL:

The Contractor shall comply with the City Ordinances regarding noise control. The Contractor shall make every effort to minimize noises caused by his operations. Equipment shall be equipped with hospital-grade silencers or mufflers designed to operate with the least possible noise.

#### 1.20 OBSTRUCTION:

A. The attention of the Contractor is drawn to the fact that during excavation at the project site, the possibility exists of the Contractor encountering various utilities (water, chemical, electrical, gas, or other) not shown on the drawings. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines so as to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall repair the line at no cost to the City.

B. It is the responsibility of the Contractor to ensure that all utility or other poles, the stability of which may be endangered by the close proximity of excavation, are temporarily stayed in position while the work proceeds in the vicinity of the pole and that the utility or other companies concerned be given reasonable advance notice of any such excavation by the Contractor.

1.21 CLEAN-UP:

The Contractor shall maintain the site of the work in a neat condition. The Contractor shall remove all excess materials, excess excavated materials and all debris resulting from his operations within a time frame approved by the Engineer.

1.22 VISITS TO SITE BY OWNER'S REPRESENTATIVE:

The Owner's representative 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.

The Owner's representative's efforts will be directed toward providing for the Owner a greater degree of confidence that the completed work will conform to the drawings and these specifications. On the basis of such visits and on-site observations, the Owner's representative will keep the Owner informed of the progress of the work and will endeavor to guard the Owner against defects and deficiencies in the work.

1.23 LIMITATIONS ON OWNER'S REPRESENTATIVE RESPONSIBILITIES:

- A. Neither the Owner's representative's authority to act under these specifications and drawings or elsewhere in other documents nor any decision made by the Owner's representative in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of the Owner's representative to the Contractor, any sub-Contractor, any manufacturer, fabricator, supplier or distributor, or any of their agents or employees or any other person performing any of the work.
- B. The Owner's representative shall not be responsible to the Contractor's means, methods, techniques, sequences or procedures of construction, or safety precautions and programs incident thereto, and the Owner's representative shall not be responsible for the Contractor's failure to perform the work in accordance with the drawings and these specifications.
- C. The Owner's representative shall not be responsible for the acts or omissions of the Contractor or of any sub-Contractors, or of any other persons at the site or otherwise performing any of the work.

1.24 WARRANTY:

The Contractor shall be responsible for defects in materials (including latent defects) or workmanship for a period of one (1) year after the date of final acceptance of the project by the Owner. Such defects include, but are not limited to, any settlement noted in backfill, fill, or in structures built over the backfill or fill during the warranty period in accordance with the GENERAL CONDITIONS and will be considered to be caused by improper compaction methods and shall be corrected by the Contractor at no cost to the Owner. Structures damaged by settlement shall be restored to their original condition by the Contractor at no cost to the Owner.

The Contractor shall furnish factory warranties on all equipment furnished for the performance and completion of the project against defects in materials and/or workmanship. The factory warranty shall become effective on the date of delivery and acceptance by the Owner. In the event of any defects in materials or workmanship, the Contractor shall replace said equipment at no cost to the Owner.

**PART 2 -PRODUCTS** -Not Used.

**PART 3 -EXECUTION** -Not Used.

END OF SECTION

SECTION 01025

**MEASUREMENT AND PAYMENT**

**BASE BID – BASIS OF PAYMENT**

**PART 1 -GENERAL**

1.01 BASIS FOR PAYMENTS

- A. The various major items of Work will be paid for in the lump sum allowance or unit cost amounts listed in the Schedule of Bid Items. All bid items shall include all labor, equipment, materials and testing as specified to construct the item, completed, tested and accepted. Attached is a description of the Work listed in the Schedule of Bid Items (B3) and is not intended to be complete and all-inclusive of the required work items. The Work shall include all miscellaneous and ancillary items necessary to construct a complete and functional Project.

1.02 SCHEDULE OF VALUES

- A. The descriptions below generally outline the scope of work required for those elements of the Work to be paid for under each lump sum or unit cost item listed in the Schedule of Bid Items. The Contractor shall submit a schedule of values.

1.03 BREAKDOWN OF BASE BID

- A. Where the Schedule of Bid Items show quantities, these quantities are primarily shown for bid evaluation purposes, and are believed to be reasonably accurate.
- B. In the event that the actual quantity of material installed exceeds the quantity shown, the CONTRACTOR will be paid the unit price shown for the quantity of the value shown on the bid breakdown.
- C. A credit will be similarly provided to the City by the CONTRACTOR for quantities less than those shown on the bid breakdown.

1.04 PAYMENTS

- A. Shall be in accordance with the provisions of the GENERAL CONDITIONS.

1.05 DEFECT ASSESSMENT:

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.

1.06 NON-PAYMENT FOR REJECTED PRODUCTS:

- A. Payment will not be made for any of the following:
- 1 Products wasted or disposed of in a manner that is not acceptable.
  - 2 Products determined as unacceptable before or after placement.
  - 3 Products not completely unloaded from the transporting vehicle.
  - 4 Products placed beyond the lines and levels of the required Work.
  - 5 Products remaining on hand after completion of the Work.
  - 6 Loading, hauling and disposing of rejected Products.
  - 7 Used Products and Materials

**PART 2 -PRODUCTS** – Not used.

**PART 3 -EXECUTION**

**BASE BID -BASIS OF PAYMENT**

**GENERAL CONDITIONS**

3.01 SITE MOBILIZATION/GENERAL REQUIREMENTS (Bid Item GC-1)

- A. Payment for mobilization/general requirements will be made at the contract lump sum (LS) price bid for the item, which price shall be full compensation for all materials, labor, equipment, tools and all other incidentals necessary to complete this item. This item also includes all costs for mobilization, scheduling, temporary facilities, utilities, demobilization and all other costs required to complete the work, tested and accepted, which are not included in other bid items. Includes all required mobilizations for all items. The Contractor shall provide a full detailed breakdown of this item in his schedule of values.
- B. Payment item for mobilization/general requirements shall not exceed five percent (5%) of the contract price and shall be paid in increments in proportion to the total work completed.

3.02 BONDS AND INSURANCE (Bid Item GC-2)

- A. Payment for bonds and insurance will be made at the contract lump sum (LS) price bid for the item. The Contractor shall provide proof of payment for all bonds and insurance.

3.03 PROFESSIONAL VIDEOTAPING OF SITE CONDITIONS (PRE-CONSTRUCTION) & WEEKLY PHOTOS (Bid Item GC-3)

- A. Payment for professional videotaping (pre-construction) of the entire project area, including all buildings, etc. will be made at the contract lump sum (LS) price bid for this item and shall be paid in increments in proportion to the total work completed.
- B. This item shall also include weekly progress photos (hard copy & digital file).

3.04 NPDES COMPLIANCE (BID ITEM GC-4)

- A. National Pollutant Discharge Elimination System (NPDES). This bid item will be paid for on a lump sum (LS) basis and will include all labor, equipment, materials, and transportation by the contractor to comply with the NPDES program throughout the project including, but not limited to, filing all necessary notices, field installations, maintaining logs and reports and corrective actions. This bid item amount will be paid in increments and prorated evenly throughout the project.
- B. Contractor is to provide the breakdown cost for each item.

**DEMOLITION**

3.05 DEMOLITION OF THE EXISTING 4' CONCRETE PAVILION BLOCK WALL AND 6' BATHROOM EXTERIOR PRIVACY WALL (Bid Item DM-1)

- A. Payment will be made on a Lump sum (LS) basis for the sawcutting, chipping, grinding, and

other work necessary to remove and hauloff the existing 4' concrete pavilion block wall and the 6' bathroom exterior privacy walls as indicated on the plans and specifications.

3.06 REMOVE FENCING (Bid Item DM-2)

- A. This item shall be paid on a linear foot (LF) basis. The Contractor's unit price shall include full compensation for all labor, materials and equipment required for removal of existing fencing, as indicated on the plans. This item includes fence fabric, poles, rails, stiffeners, concrete footers and other appurtenances. The existing fencing material shall be properly disposed of off-site at no additional cost to the Owner.

3.07 REMOVE BASKETBALL HOOP STRUCTURE, BACKBOARDS AND RIMS (Bid Item DM-3)

- A. This item shall be paid on a per each (EA) basis. The Contractor's unit price shall include full compensation for all labor, materials and equipment required for removal of existing basketball hoop structure, footer, backboard and rim, as indicated on the plans. The existing material shall be properly disposed of off-site at no additional cost to the Owner.

**SITWORK**

3.08 PAVILION CEILING WITH NEW STUCCO AND PAINT (Bid Item S-1)

- A. Payment for the furnishing and installation of all materials to sheath, lath, stucco, and paint the new ceiling at the existing pavilion as indicated on the plans and details shall be made at the contract unit price per square foot (SF) of ceiling installed and accepted. The contract unit price shall include compensation for all labor, material, and equipment required to install the ceiling in accordance with the plans and specifications. The contract unit price shall also include painting the ceiling with two (2) coats of premium exterior paint with the color choice of the City.

3.09 COATING OF EXISTING PAVILION FLOOR CONCRETE SLAB (Bid Item S-2)

- A. Payment for this item shall be made on a unit price per square foot (SF) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for pressure cleaning, degreasing, cleaning, and applying an epoxy coat finish in accordance with

3.10 STUCCO EXISTING PAVILION COLUMNS, GABLE ENDS, AND EXTERIOR BATHROOM WALLS (Bid Item S-3)

- A. Payment for this item shall be made on a unit price per lump sum (LS) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for preparing the existing concrete surfaces, pressure cleaning, degreasing, sanding, and applying the stucco in accordance with the drawings and specifications. The unit price bid for this item shall include all painting 2 coats of these stucco'd surfaces with color choice by the City.

3.11 BASKETBALL AND FUTSOL COURT RESURFACING (Bid Item S-4 AND S-5)

- A. Payment for this item shall be made on a unit price per square foot (SF) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for preparation and coating the existing courts in accordance with the drawings and specifications. The unit price bid for this item shall include all costs for lining the courts after the rehabilitation and resurfacing work has been completed.

3.12 8' BLACK VINYL CHAIN LINK FENCING (Bid Item S-6)

- A. Payment for this item shall be made on a unit price per linear foot (LF) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for the furnishing and installation of 8' tall black vinyl coated chain link fence in accordance with the drawings and specifications. The unit price bid for this item shall include a single 5' wide pedestrian gate and a double swing 10' wide gate.

3.13 BASKETBALL HOOP ASSEMBLIES COMPLETE (Bid Item S-7)

- A. Payment for this item shall be made on a unit price per each (EA) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for the furnishing and installation of new polycarbonate basketball hoop assemblies, new backboards and new rims with netting in accordance with the drawings and specifications. The unit price bid for this item shall include a complete basketball hoop system.

3.14 PLAYGROUND SLIDES REMOVE AND REPLACE (Bid Item S-8)

- A. Payment for this item shall be made on a unit price per each (EA) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required to remove the existing slide features (3ea) and replace with new slides in accordance with the drawings and specifications. The unit price bid for this item shall include hardware, slide material and labor.

3.15 BLEACHERS (Bid Item S-9)

- A. Payment for this item shall be made on a unit price per each (EA) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required to remove and dispose of the existing bleachers (2 EA) and replace with a new 21' wide, 3-row bleacher system in accordance with the drawings and specifications. The unit price for this item shall include all delivery, freight, and disposal costs.

3.16 SOD – BAHIA (Bid Item S-10)

- A. Payment for this item shall be made on a unit price per square yard (SY) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for soil preparation and sod placement in accordance with the drawings and specifications. The unit price bid for this item shall include all watering for planting and establishment of the sod during the contract and guarantee period.

3.17 MULCH WALKING TRAIL (Bid Item S-11)

- A. Payment for this item shall be made on a unit price per square yard (SY) basis. The unit price bid for this item shall be full compensation for all labor, materials and equipment required for soil preparation, geotextile and placement of 4" wood chip mulch in accordance with the drawings and specifications. The unit price bid for this item shall include all grading, layout, materials and cleanup.

**ALLOWANCES**

3.18 PERMIT FEE (ALLOWANCE) (Bid Item A-1)

- A. Payment for Contractor required construction permits (right-of-way permit, hydrant meter application, etc.), will be made as direct reimbursable allowance. No markup by the contractor will be allowed. The City reserves the right to award any, all or none of the money associated with this allowance.

3.19 ALLOWANCE FUNDS (ALL TYPES) (Bid Item A-2)

- A. The CONTRACTOR will be required to furnish documentation evidencing expenditures charged to the allowance accounts prior to the release of funds by the City. Furthermore, the CONTRACTOR shall obtain written pre-approval by the City's PROJECT MANAGER before the expenditure of these funds. Documentation for use of the contingency and allowance accounts shall be assembled by the CONTRACTOR and provided immediately to the City's PROJECT MANAGER. No allowance funds will be released by the City without the prior written approval of the City's PROJECT MANAGER.
- B. The allowance accounts are not for use by the CONTRACTOR to cover shortfalls in the CONTRACTOR'S lump sum bid amount.
- C. All uncommitted allowance funds will be returned to the City, per the contract, at the substantial completion of the project via deductive change order.

SECTION 01041

**PROJECT COORDINATION**

**PART 1 -GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. Engineer will coordinate the work between Prime Contractors as required.
- B. The Contractor shall:
  - 1 Coordinate work of his employees and subcontractors.
  - 2 Expedite his work to assure compliance with schedules.
  - 3 Coordinate his work with work by Owner.
  - 4 Comply with orders and instructions of Engineer.

1.02 RELATED REQUIREMENTS

- A. Section 01152: Application for Payment.
- B. Section 01200: Project Meetings.
- C. Section 01310: Construction Schedules.
- D. Section 01340: Shop Drawings, Product Data and Samples.
- E. Section 01501: Construction Facilities and Temporary Controls.
- F. Section 01700: Project Closeout.

1.03 CONSTRUCTION ORGANIZATION AND START-UP

- A. Engineer shall establish on-site lines of authority and communications:
  - 1. Schedule and conduct pre-construction meeting and progress meetings as specified in Section 01200.
  - 2. Establish procedures for:
    - a. Submittals
    - b. Reports and records
    - c. Recommendations
    - d. Coordination of drawings
    - e. Schedules
    - f. Resolution of conflicts
  - 3. Interpret Contract Documents:
    - a. Transmit written interpretations to Contractors and to other concerned parties.
  - 4. Assist in obtaining permits and approvals:
    - a. Verify that contractor[s] and subcontractors have obtained inspections for work and for temporary facilities.

5. Control the use of Site:
  - a. Allocate space for Contractor's use for field offices, sheds, and work and storage areas.
6. Inspection and Testing:
  - a. Inspect work to assure performance in accord with requirements of Contract Documents.
  - b. Administer special testing and inspections of suspect Work.
  - c. Reject Work which does not comply with requirements of Contract Documents.

#### 1.04 CONTRACTOR'S DUTIES

##### A. Construction Schedules:

1. Prepare a detailed schedule of basic operations.
2. Monitor schedules as work progresses:
  - a. Identify potential variances between scheduled and probable completion dates of each phase.
  - b. Recommend to Owner adjustments in schedule to meet required completion dates.
  - c. Document changes in schedule; submit to Owner, Engineer and to involved subcontractors.
3. Observe work of each subcontractor to monitor compliance with schedule.
  - a. Verify that labor and equipment are adequate for the work and the schedule.
  - b. Verify that product procurement schedules are adequate.
  - c. Verify that product deliveries are adequate to maintain schedule.
  - d. Report noncompliance to Engineer, with recommendation for changes.
- B. Process Shop Drawings, Product Data and Samples:
  1. Prior to submittal to Engineer, review for compliance with Contract Documents:
    - a. Field dimensions and clearance dimensions.
    - b. Relation to available space.
    - c. Effect of any changes on the work of any subcontractor.
- C. Prepare Coordination Drawings as required to resolve conflicts and to assure coordination of the work of the subcontractors or the work effected by the subcontractors, or the work effected by special equipment requirements.
  1. Submit to Engineer.
  2. Reproduce and distribute copies to concerned parties after Engineer review.

- D. Maintain Reports and Records at Job Site, available to Engineer and Owner.
  - 1. Daily log of progress of work.
  - 2. Records
    - a. Contracts
    - b. Purchase orders
    - c. Materials and equipment records
    - d. Applicable handbooks, codes and standards
  - 3. Maintain file of record documents

1.05 CONTRACTOR'S CLOSE-OUT DUTIES

- A. At completion of Work, conduct an inspection to assure that:
  - 1 Specified cleaning has been accomplished.
  - 2 Temporary facilities have been removed from site.
- B. Substantial Completion:
  - 1 Conduct an inspection to develop a list of Work to be completed or corrected.
  - 2 Assist Engineer in inspection.
  - 3 Supervise correction and completion of work of subcontractors.

1.06 ENGINEER'S CLOSE-OUT DUTIES

- A. Final Completion:
  - 1. When Contractor determines that Work is finally complete, conduct an inspection to verify completion of Work.
- B. Administration of Contract closeout:
  - 1 Receive and review contractor's final submittals.
  - 2 Transmit to Owner with recommendations for action.

**PART 2 -PRODUCTS** -Not Used.

**PART 3 -EXECUTION** -Not Used.

END OF SECTION

SECTION 01045

**CUTTING AND PATCHING**

**PART 1 -GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall be responsible for all cutting, fitting and patching, including related excavation and backfill, required to complete the Work or to:
- 1 Make its several parts fit together properly.
  - 2 Uncover portions of the Work to provide for installation of ill-timed work.
  - 3 Remove and replace defective work.
  - 4 Remove and replace work not conforming to requirement of Contract Documents.
  - 5 Remove samples of installed work as specified for testing.
  - 6 Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work.
- B. Section 01640: Products and Substitutions.
- C. Section 02225: Excavation, Backfill and Compaction.
- D. Section 02610: Pipe and Fittings.
- E. Section 03400: Precast Manholes. Inlets, Valves and Wetwells.

1.03 SUBMITTALS

- A. Submit a written request to Engineer well in advance of executing and cutting or alteration which affects:
- 1 Work of the Owner or any separate contractor.
  - 2 Structural value or integrity of any element of the project.
  - 3 Integrity or effectiveness of weather-exposed or moisture-resistant element or systems.
  - 4 Efficiency, operational life, maintenance or safety of operational elements.
  - 5 Visual qualities of sight-exposed elements.
- B. Request shall include:
1. Identification of the Project.
  2. Description of affected work.
  3. The necessity for cutting, alteration or excavation.
4. Effect on work of Owner or any separate contractor, or on structural or weatherproof integrity of Project.
5. Description of proposed work:
- a. Scope of cutting, patching, alteration, or excavation.
  - b. Trades who will execute the work.
  - c. Products proposed to be used.
  - d. Extent of refinishing to be done.
6. Alternative to cutting and patching.

7. Cost proposal, when applicable.
8. Written permission of any separate contractor whose work will be affected.
- C. Should conditions of Work or the schedule indicate a change of products from original installation, contractor shall submit request for substitution as specified in Section 01640  
– Products and Substitutions.
- D. Submit written notice to Engineer designating the date and the time the Work will be uncovered.

## **PART 2 -PRODUCTS**

### 2.01 MATERIALS

- A. Comply with specifications and standards for each specific product involved.

## **PART 3 -EXECUTION**

### 3.01 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of Products, or performance of work.
- C. Report unsatisfactory or questionable conditions to Engineer in writing; do not proceed with work until Engineer has provided further instructions.

### 3.02 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from elements for that portion of the Project which may be exposed by cutting and patching work, and maintain excavations free from water.

### 3.03 PERFORMANCE

- A. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ original Installer or Fabricator to perform cutting and patching for:
  - 1 Weather-exposed or moisture-resistant elements.
  - 2 Sight-exposed finished surfaces.

- D. Execute fittings and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore work which has been cut or removed; install new products to provide completed work in accord with requirements of Contract documents.
- F. Fit work airtight to pipes, sleeves, ducts, conduit or other penetrations through surfaces.
- G. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes;
  - 1 For continuous surfaces, refinish to nearest intersection.
  - 2 For an assembly, refinish entire unit.

END OF SECTION

SECTION 01065

**PERMITS AND FEES**

**PART 1 -GENERAL**

1.01 Unless otherwise specified, the contractor shall obtain and pay for any permits and licenses related to his work as provided for in the general conditions, except as otherwise provided herein. The contractor shall obtain all required city permits including, but not limited to, right-of-way permits prior to starting construction. The costs of the Permit fees shall be reimbursed to the contractor via the "Permit Fee Allowance".

1.02 All permits obtained by the City are included in the bid package. A copy of the permits shall be posted at the site at all times during construction. The Contractor shall be responsible for familiarizing himself with the permits and shall abide by the permit conditions at all times.

1.03 Work shall be conducted, and shall result in construction of the improvements of this project, in full accordance with the conditions of the permits granted for the project.

**PART 2 -PRODUCTS** – Not used.

**PART 3 -EXECUTION** – Not used.

END OF SECTION

SECTION 01068

**DEFINITIONS AND STANDARDS**

**PART 1 -GENERAL**

1.01 DEFINITIONS:

A. Except as specifically defined otherwise, the following definitions supplement definitions of the Contract, General Conditions, Supplementary Conditions, and other general contract documents, and apply to the work.

1. Owner: **City of Lake Worth Beach**

2. General Requirements: Provision of Division 1 sections of these specifications.

3. Indicated: Shown on drawings by notes, graphics or schedules, or written into other portions of Contract Documents. Terms such as "shown," "noted," "Scheduled," and "Specified" have same meaning as "indicated," and are used to assist the reader in locating particular information.

4. Directed, Requested, Approved, Accepted, etc.: These terms imply "by the Engineer," unless otherwise indicated.

5. Approved by the Engineer: In no case releases Contractor from responsibility to fulfill requirements of Contract Documents.

6. Project Site: Space available to Contractor at location of project, either exclusively or to be shared with separate contractors, for performance of the work.

7. Furnish: Supply and deliver to project site, ready for unloading, unpacking, assembly, installation, and similar subsequent requirements.

8. Install: Operations at project site, including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar requirements.

9. Provide: Furnish and install, complete and ready for intended use.

10. Engineer: Engineer of Record

11. Installer: Entity (firm or person) engaged to install work, by Contractor, subcontractor, or sub-subcontractor. Installers are required to be skilled in work they are engaged to install.

12. Specification Text Format: Underscoring facilitates scan reading, or other meaning. Imperative language is directed at contractor, unless otherwise noted.

13. Overlapping/Conflicting Requirements: Most stringent (generally) language written directly into Contract Documents is to be used. Overlapping/conflicting requirements do not indicate that a less stringent requirement might be acceptable. Refer uncertainties to Engineer for decision before proceeding.

14. Where optional requirements are specified in a parallel manner option is intended to be Contractor's unless otherwise indicated.

15. Minimum Requirements: Indicated requirements are for a specific minimum acceptable level of quality/quantity, as recognized in the industry. Actual work must comply (within specified tolerances), or may exceed minimums within reasonable limits. Refer uncertainties to Architect/Engineer before proceeding.

16. Abbreviations, Plural Words: Abbreviations, where not defined in Contract Documents, will be interpreted to mean the normal construction industry terminology, determined by recognized grammatical rules, by the Engineer. Plural words will be interpreted as singular and singular words will be interpreted as plural where applicable for context of Contract Documents.

17. Testing Laboratory: An independent entity engaged for the project to provide inspections, tests, interpretations, reports, and similar services.

#### 1.02 STANDARDS AND REGULATIONS:

A. Industry Standards: Applicable standards of construction industry have same force and effect on performance of the work as if copied directly into Contract Documents or bound and published herewith. Standards referenced in Contract Documents or in governing regulations have precedence over non-referenced standards, insofar as different standards may contain overlapping or conflicting requirements. Comply with standards in effect as of date of Contract Documents, unless otherwise indicated.

B. Abbreviations: Where abbreviations or acronym are used in Contract Documents, they mean the well recognized name of entity in building construction industry. Refer uncertainties to Engineer before proceeding.

C. Trade Union Jurisdictions: Maintain current information on jurisdiction matters, regulations, actions, and pending actions; and administer/supervise performance of work in a manner which will minimize possibility of dispute, conflicts, delays, claims, or losses.

D. Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized tradesperson of corresponding generic name (such as "carpenter"), nor that specified requirement apply exclusively to work by tradesperson of that corresponding generic name.

**PART 2 -PRODUCTS** -Not Used.

**PART 3 -EXECUTION** -Not Used.

END OF SECTION

SECTION 01090

**REFERENCE STANDARDS**

**PART 1 -GENERAL**

1.01 REQUIREMENTS INCLUDED

A. Abbreviations and acronyms used in Contract Documents to identify reference standards.

1.02 QUALITY ASSURANCE

A. Application: When a standard is specified by reference, comply with requirements and recommendations stated in that standard, except when requirements are modified by the Contract Documents, or applicable codes establish stricter standards.

B. Publication Date: The publication in effect on the date of issue of the Contract Documents, except when a specified publication date is specified.

1.03 ABBREVIATIONS, NAMES AND ADDRESSES OF ORGANIZATIONS

A. Obtain copies of referenced standards direct from the publication source when needed for proper performance of the Work, or when required for submittal by the Contract Documents.

AASHTO American Association of State Highway and Transportation Officials 444 North  
Capitol Street, N.W., Suite 249 Washington, D.C. 20001

ACI American Concrete Institute Box 9094 Farmington Hills, MI 48333-9094

AISC American Institute of Steel Construction One East Wacker Drive, Suite 700 Chicago, IL  
60601-1802

AISI American Iron and Steel Institute 25 Massachusetts Ave., N.W., Suite 800. Washington,  
D.C. 20001

ANSI American National Standards Institute 25 West 43<sup>rd</sup> Street, 4<sup>th</sup> Floor New York, N.Y.  
10036

ASHRAE American Society of Heating, Refrigeration and Air-Conditioning Engineers 1791  
Tullie Circle, N.E. Atlanta, GA 33029

ASME American Society of Mechanical Engineers Three  
Park Avenue New York, N.Y. 10016-5990

ASTM ASTM International 100 Barr Harbor Drive, West  
Conshohocken, PA 19428-2959

AWWA American Water Works Association 6666 W.  
Quincy Avenue Denver, CO 80235

AWS American Welding Society 550 N.W. LeJeune  
Road Miami, FL 33126

CRSI Concrete Reinforcing Steel Institute 933 North  
Plum Grove Road Schaumburg, IL 60173-4758

FM Factory Mutual 270 Central Avenue Johnston, RI  
02919-4949

FS Federal Specification General Services  
Administration Specifications and Consumer  
Information Distribution Section (WFSIS)  
Washington Navy Yard, Bldg. 197 Washington,  
D.C. 20407

IEEE Institute of Electrical and Electronics Engineers  
Standards Association 501 Hoes Lane, Third Floor  
Piscataway, NJ 08855

MIL Military Specification Naval Publications and  
Forms Center 5801 Tabor Avenue Philadelphia,  
PA 19120

NEMA National Electrical Manufacturer's Association  
1300 North 17<sup>th</sup> Street, Suite 1752 Rosslyn, VA  
22209

NFPA National Fire Protection Association 1  
Batterymarch Park Quincy, Massachusetts 02169-  
7471

NIST	National Institute of Standards and Technology 100 Bureau Drive, Stop 2100 Gaithersberg, MD 20899-2100
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077
PCI	Prestressed Concrete Institute 20 West Adams Street, #2100 Chicago, IL 60606
PS	Product Standard U.S. Department of Commerce Washington, D.C. 20203
SDI	Steel Deck Institute P.O. Box 25 Fox River Grove, IL 60021
SJI	Steel Joist Institute 234 W. Cheves Street Florence, SC 29501
SMA	CNA Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, VA 20151-1219
UL	Underwriter's Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062-2096

- B. When no reference is made to a code, standard, or specification, the standard specifications of the ASTM, the ANSI, the ASME, the IEEE, or the NEMA shall govern.
- C. Contractor shall, when required, furnish evidence satisfactory to the Engineer that materials and methods are in accordance with such standards where so specified.
- D. In the event any questions arise as to the application of these standards or codes, copies shall be supplied on site by the Contractor.

**PART 2 -PRODUCTS** -Not used.

**PART 3 -EXECUTION** -Not used.

END OF SECTION

## SECTION 01110

### ENVIRONMENTAL PROTECTION PROCEDURES

#### PART 1 -GENERAL

##### 1.01 SCOPE OF WORK

- A. The work covered by this Section consists of furnishing all labor, materials and equipment and performing all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Specification, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area.
- D. These Specifications are intended to ensure that construction is achieved with a minimum of disturbance to the existing ecological balance between a water resource and its surroundings.
- E. These are general guidelines. It is the CONTRACTOR's responsibility to determine the specific construction techniques to meet these guidelines.

##### 1.02 APPLICABLE REGULATIONS

- A. Comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

##### 1.03 NOTIFICATIONS

- A. The ENGINEER will notify the CONTRACTOR in writing of any non-compliance with the foregoing provisions or of any environmentally objectionable acts and corrective action to be taken. State or local agencies responsible for verification of certain aspects of the environmental protection requirements shall notify the CONTRACTOR in writing, through the ENGINEER, of any non-compliance with State or local requirements. The CONTRACTOR shall, after receipt of such notice from the ENGINEER or from the regulatory agency through the ENGINEER, immediately take corrective action. Such notice, when delivered to the CONTRACTOR or his authorized representative at the site of the Work, shall be deemed sufficient for the purpose. If the CONTRACTOR fails or refuses to comply promptly, the OWNER may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop orders shall be made the subject of a claim for extension of time or for excess costs or damages by the CONTRACTOR unless it is later determined that the CONTRACTOR was in compliance.

#### 1.04 IMPLEMENTATION

- A. Prior to commencement of the Work, meet with the ENGINEER to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.
- B. Remove temporary environmental control features, when approved by the ENGINEER and incorporate permanent control features into the project at the earliest practicable time.

#### **PART 2 -PRODUCTS** – Not used.

#### **PART 3 -EXECUTION**

##### 3.01 EROSION CONTROL

- A. Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate. Flow of surface water into excavated areas shall be prevented. Ditches around construction areas shall also be used to carry away water resulting from dewatering of excavated areas. At the completion of the work, ditches shall be backfilled and the ground surface restored to its original condition.

##### 3.02 PROTECTION OF SURFACE WATERS

- A. Care shall be taken to prevent, or reduce to a minimum, any damage to any surface water from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such surface waters. Water that has been used for washing or processing, or that contains oils or sediments that will reduce the quality of the surface water, shall not be directly returned to the surface water. Such waters will be diverted through a settling basin or filter before being directed into the surface waters.
- B. The CONTRACTOR shall not discharge water from testing operations directly into any surface water.
- C. All preventative measures shall be taken to avoid spillage of petroleum products and other pollutants. In the event of any spillage, prompt remedial action shall be taken in accordance with a contingency action plan approved by the OWNER. CONTRACTOR shall submit two copies of approved contingency plans to the ENGINEER

##### 3.03 PROTECTION OF LAND RESOURCES

- A. Land resources within the project boundaries and outside the limits of permanent work shall be restored to a condition, after completion of construction, that will appear to be natural and not detract from the appearance of the project. Confine all construction activities to areas shown on the Drawings.

- B. Outside of areas requiring earthwork for the construction of the new facilities, the CONTRACTOR shall not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the ENGINEER. Where such special emergency use is permitted, first wrap the trunk with a sufficient thickness of burlap or rags over which softwood cleats shall be tied before any rope, cable, or wire is placed. The CONTRACTOR shall in any event be responsible for any damage resulting from such use.
- C. Where trees may possibly be defaced, bruised, injured, or otherwise damaged by the CONTRACTOR's equipment, dumping or other operations, protect such trees by placing boards, planks, or poles around them. Monuments and markers shall be protected similarly before beginning operations near them.
- D. Any trees or other landscape feature scarred or damaged by the CONTRACTOR's equipment or operations shall be restored as nearly as possible to its original condition. The ENGINEER will decide what method of restoration shall be used and whether damaged trees shall be treated and healed or removed and disposed of.
- 1 All scars made on trees by equipment, construction operations, or by the removal of limbs larger than 1-inch in diameter shall be coated as soon as possible with an approved tree wound dressing. All trimming or pruning shall be performed in an approved manner by experienced workmen with saws or pruning shears. Tree trimming with axes will not be permitted.
  - 2 Climbing ropes shall be used where necessary for safety. Trees that are to remain, either within or outside established clearing limits, that are subsequently damaged by the CONTRACTOR and are beyond saving in the opinion of the ENGINEER, shall be immediately removed and replaced.
- E. The locations of the CONTRACTOR's storage and other construction buildings, required temporarily in the performance of the Work, shall be cleared as portions of the job site or areas to be cleared as shown on the Drawings and shall require written approval of the ENGINEER and shall not be within wetlands or floodplains. The preservation of the landscape shall be an imperative consideration in the selection of all sites and in the construction of buildings. Drawings showing storage facilities shall be submitted for approval of the ENGINEER
- F. If the CONTRACTOR proposes to construct temporary roads or embankments and excavations for plant and/or work areas, he shall submit the following for approval at least ten-days prior to scheduled start of such temporary work:
- 1 A layout of all temporary roads, excavations and embankments to be constructed within the work area.
  - 2 Details of temporary road construction.
  - 3 Drawings and cross sections of proposed embankments and their foundations, including a description of proposed materials.

4 A landscaping drawing showing the proposed restoration of the area. Removal of any trees and shrubs outside the limits of existing clearing area shall be indicated. The drawing shall also indicate location of required guard posts or barriers required to control vehicular traffic passing close to trees and shrubs to be maintained undamaged. The drawing shall provide for the obliteration of construction scars as such and shall provide for a natural appearing final condition of the area. Modification of the CONTRACTOR's approved drawings shall be made only with the written approval of the ENGINEER. No unauthorized road construction, excavation or embankment construction including disposal areas will be permitted.

- G. Remove all signs of temporary construction facilities such as haul roads, work areas, structures, foundations of temporary structures, stockpiles of excess waste materials, or any other vestiges of construction as directed by the ENGINEER. It is anticipated that excavation, filling and plowing of roadways will be required to restore the area to near natural conditions which will permit the growth of vegetation thereon.
- H. All debris and excess material will be disposed of outside wetland or floodplain areas in an environmentally sound manner.

### 3.04 PROTECTION OF AIR QUALITY

- A. Burning -The use of burning at the project site for the disposal of refuse and debris will not be permitted.
- B. Dust Control -The CONTRACTOR will be required to maintain all excavations, embankments, stockpiles, access roads, plant sites, waste areas, borrow areas and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded and which would cause a hazard or nuisance to others.
- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be permitted with approval from the ENGINEER.
- D. Sprinkling, to be approved, must be repeated at such intervals as to keep all parts of the disturbed area at least damp at all times, and the CONTRACTOR must have sufficient competent equipment on the job to accomplish this if sprinkling is used. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the ENGINEER.

### 3.05 MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

- A. During the life of this Contract, maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created.

### 3.06 NOISE CONTROL

- A. The CONTRACTOR shall make every effort to minimize noises caused by his/her operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with State and Federal regulations.

END OF SECTION

SECTION 01152

**APPLICATION FOR PAYMENT**

**PART 1 -GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. Submit Applications for Payment to Engineer in accordance with the schedule established by Conditions of the Contract and herein.

1.02 RELATED REQUIREMENTS

- A. Agreement Between Owner and Contractor: Lump Sum and Unit Price.
- B. Conditions of the Contract: Progress Payments, Retainage and Final Payment.
- C. Section 01025: Measure and Payment.
- D. Section 01153: Change Order Procedures.
- E. Section 01370: Schedule of Values.
- F. Section 01700: Project Closeout.

1.03 FORMAT AND DATA REQUIRED

- A. Submit applications in the form required by Owner, with itemized data typed on 8-1/2 inch x 11 inch white paper continuation sheets.
- B. Provide itemized data on continuation sheet:
  - 1. Format, schedules, line items and values: Those of the Schedule of Values accepted by Engineer.
- C. ~~Provide signed and sealed "As-Builts" by Surveyor with each pay request.~~

1.04 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

- A. Application Form:
  - 1 Fill in required information, including that for Change Orders executed prior to date of submittal of application.
  - 2 Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
  - 3 Execute certification with signature of a responsible officer of Contract firm.
- B. Continuation Sheets:
  - 1. Fill in total list of all scheduled component items of Work, with item number and scheduled dollar value for each item.
  - 2. Fill in dollar value in each column for each scheduled line item when work has been performed or products stored.
    - a. Round off values to nearest dollar, or as specified for Schedule of Values.
  - 3. List each Change Order executed prior to date of submission at the end of the continuation sheets.

- a. List by Change Order Number, and description, as for an original component item of work.

1.05 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

- A. When the Owner or the Engineer requires substantiating data, Contractor shall submit suitable information, with a cover letter identifying:
  1. Project
  2. Application number and date.
  3. Detailed list of enclosures.
  4. For stored products:
    - a. Item number and identification as shown on application.
    - b. Description of specific material.
- B. Submit one copy of data and cover letter for each copy of application.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

- A. Fill in Application form as specified for progress payments.
- B. Use continuation sheet for presenting the final statement of accounting as specified in Section 01700 -Project Closeout.

1.07 SUBMITTAL PROCEDURE

- A. Submit Applications for Payment to Engineer at the times stipulated.
- B. Number: Four (4) copies of Application.
- C. When Engineer finds Application properly completed and correct, he will transmit certificate for payment to Owner, with copy to Contractor.

**PART 2 -PRODUCTS** -Not used.

**PART 3 -EXECUTION** -Not used.

END OF SECTION

SECTION 01153

**CHANGE ORDER PROCEDURES**

**PART 1 -GENERAL**

1.01 REQUIREMENTS INCLUDE

- A. Promptly implement Change Order Procedures
  - 1 Provide full written data required to evaluate changes.
  - 2 Maintain detailed records of work done on a time-and-material/force account basis.
  - 3 Provide full documentation to Engineer on request.
- B. Designate in writing the member of Contractor's organization:
  - 1 Who is authorized to accept changes in the Work.
  - 2 Who is responsible for informing others in the contractor's employ of the authorization of changes in the Work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders.

1.02 RELATED REQUIREMENTS

- A. Agreement: The amount of established unit prices.
- B. Drawings and general provisions of the Contract, including the General Conditions and Terms and Division 1 Specification sections, apply to this section.
- C. Terms and Conditions of the Contract (See GC 42 of the General Conditions and Terms):
  - 1 Methods of determining cost or credit to Owner resulting from changes in Work made on a time-and-materials basis.
  - 2 Contractor's claims for additional costs.
- D. Section 01025: Measurement and Payment
- E. Section 01152: Application for Payment
- F. Section 01300: Submittals
- G. Section 01310: Construction Schedules
- H. Section 01640: Products and Substitutions
- I. Section 01700: Project Closeout
- J. Section 01720: Record Documents

### 1.03 DEFINITIONS

- A. Change Order: See General Conditions and Supplementary Conditions.
- B. Construction Change Authorization: A written order to the Contractor, signed by Owner and Engineer, which amends the Contract Documents as described, and authorizes Contractor to proceed with a change which affects the Contract Sum or the Contract Time, for inclusion in a subsequent Change Order.
- C. Field Order: A written order, instructions, or interpretations, signed by Engineer making minor changes in the Work not involving a change in Contract Sum or Contract Time.

### 1.04 PRELIMINARY PROCEDURES

- A. Owner or Engineer may initiate changes by submitting a proposal Request to Contractor. Request will include the following:
  - 1 Detailed description of the Change, Products, and location of the change in the Project.
  - 2 Supplementary or revised Drawings and Specifications.
  - 3 The projected time span for making the change, and a specific statement as to whether overtime work is, or is not, authorized.
  - 4 A specific period of time during which the requested price will be considered valid.
  - 5 Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress.
- B. Contractor may initiate changes by submitting a written notice to Engineer, containing:
  - 1 Description of the proposed changes
  - 2 Statement of the reason for making the changes.
  - 3 Statement of the effect on the Contract Sum and the Contract Time.
  - 4 Statement of the effect on the work of separate contractors.
  - 5 Documentation supporting any changes in Contract Sum or Contract Time, as appropriate.

### 1.05 CONSTRUCTION CHANGE AUTHORIZATION

- A. In lieu of Proposal Request, Engineer may issue a "Construction Change Directive" (CCD) for Contractor to proceed with a change for subsequent inclusion in a Change Order.
- B. Authorization will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change and will designate the method of determining any change in the Contract Sum and any change in Contract Time.
- C. Owner and Engineer will sign and date the CCD as authorization for the Contractor to proceed with the Changes.
- D. Contractor shall sign and date the Construction Change Authorization to indicate agreement with the terms therein.

#### 1.06 DOCUMENTATION OF PROPOSALS AND CLAIMS

A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Engineer to evaluate the quotation.

B. On request, provide additional data to support time and cost computation including the following:

- 1 Labor required.
- 2 Equipment required.
- 3 Products required:
- 4 Recommended source of purchase and unit cost.
- 5 Quantities required.
- 6 Taxes, insurance bonds.
- 7 Credit for work deleted from Contract, similarly documented.
- 8 Overhead and profit.
- 9 Justification for any change in Contract Time.

C. Support each claim for additional costs, and for work done on a time-and-material / force account basis, with documentation as required for a lump sum proposal, plus the following additional information:

1. Name of the Owner's authorization agent who ordered the work, and date of the order.
2. Dates and time work performed, and by whom.
3. Time record, summary of hours worked, and hourly rates paid.
4. Receipts and invoices for:
  - a. Equipment used, listing dates and times of use.
  - b. Products used, listing quantities.
  - c. Subcontracts.
5. Document requests for substitutions for Products as specified in Section 01640.

#### 1.07 PREPARATION OF CHANGE ORDERS

A. Engineer will prepare each Change Order.

B. Form: Change Order format provided in the Contract Documents.

C. Change Order will describe changes in the Work, both additions and deletions, with attachments of revised Contract Documents to define details of change.

D. Change Order will provide an accounting of the adjustment in the Contract Sum and in the Contract Time.

#### 1.08 LUMP SUM / FIXED PRICE CHANGE ORDER

A. Content of Change Orders will be based on either:

- B. Engineer's Proposal Request and Contractor's responsible Proposal as mutually agreed upon between Owner and Contractor.
- C. Contractor's Proposal for a change, as recommended by Engineer.
- D. Owner and Engineer will sign and date the Change Order as authorization for the contractor to proceed with the changes.
- E. Contractor shall sign and date the Change Order to indicate agreement with the terms therein.

1.09 UNIT PRICE CHANGE ORDER

- A. Content of Change Orders will be based on, either:
  - 1 Engineer definition of the scope of the required changes.
  - 2 Contractor's Proposal for a change, as recommended by Engineer.
  - 3 Survey of completed work
- B. The amount of the unit prices shall be:
  - 1 Those stated in the Agreement.
  - 2 Those mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to start of the work:
  - 1 Owner and Engineer will sign and date the Change Order as authorization for Contractor to proceed with the changes.
  - 2 Contractor shall sign and date the Change Order to indicate agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
  - 1 Engineer or Owner will issue a Change Order directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.
  - 2 At completion of the change, Engineer will determine the cost of such work based on the unit prices and quantities used.
  - 3 Contractor shall submit documentation to establish the number of units of each item and any claims for a change in Contract Time.
  - 4 Engineer will sign and date a second Change Order to establish the change in Contract Sum and in Contract Time.
  - 5 Owner and Contractor will sign and date the second Change Order to indicate their agreement with the terms therein.

1.10 TIME AND MATERIAL/FORCE ACCOUNT CHANGE ORDER/ CONSTRUCTION CHANGE AUTHORIZATION

- A. Engineer and Owner will issue a Construction Change Authorization directing Contractor to proceed with the changes.
- B. At completion of the change, Contractor shall submit itemized accounting and supporting data as provided in the Article "Documentation of Proposals and Claims" of this Section.

- C. Engineer will determine the allowable cost for such work, as provided in General Conditions and Supplementary Conditions.
- D. Engineer will sign and date the Change Order to establish the change in Contract Sum and in Contract Time.
- E. Owner and Contractor will sign and date the Change Order to indicate their agreement therewith.

1.11 CORRELATION WITH CONTRACTOR'S SUBMITTALS

- A. Contractor shall periodically revise Schedule of Values and Request for Payment forms to record each change as a separate item of Work, and to record the adjusted Contract Sum.
- B. Contractor shall periodically revise the Construction Schedule to reflect each change in Contract Time.
  - 1. Revise sub-schedules to show changes for other items of work affected by the changes.
- C. Upon completion of work under a Change Order, enter pertinent changes in Record Documents.

**PART 2 -PRODUCTS** – Not used.

**PART 3 -EXECUTION** -Not Used.

END OF SECTION

SECTION 01200

**PROJECT MEETINGS**

**PART 1 -GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. The ENGINEER shall schedule and administer pre-construction meetings, periodic progress meetings, and specially called meetings throughout progress of the Work.
- 1. Prepare agenda for meetings.
- 2. Distribute written notice of each meeting four days in advance of meeting date.
- 3. Make physical arrangements for meetings.
- 4. Preside at meetings.
- 5. Record the minutes; include significant proceedings and decisions.
- 6. Reproduce and distribute copies of minutes within ten (10) working days after each meeting.
  - a. To participants in the meeting.
  - b. To parties affected by decisions made at the meeting.
- B. Representatives of CONTRACTORS, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. The CONTRACTOR shall attend meetings to ascertain that work is expedited and consistent with Contract Documents and construction schedules.

1.02 RELATED REQUIREMENTS

- A. Section 00100: Instructions to Bidders.
- B. Section 01310: Construction Schedules.
- C. Section 01300: Submittals.
- D. Section 01720: Record Drawings

1.03 PRE-CONSTRUCTION MEETING

- A. Schedule a preconstruction meeting no later than 15 days after date of Notice to Award.
- B. Location: A central site, convenient for all parties, designated by the OWNER.
- C. Attendance:
  - 1 OWNER's Representative.
  - 2 ENGINEER and his professional consultants, if any.
  - 3 Resident Project Representative.
  - 4 CONTRACTOR's Superintendent.
  - 5 Major Subcontractors.
  - 6 Major suppliers.

- 7 Utilities
- 8 Others as appropriate.

D. Suggested Agenda:

1. Distribution and discussion of:

- a. List of major subcontractors and suppliers.
- b. Projected Construction Schedules.

2. Critical work sequencing.

3. Major equipment deliveries and priorities.

4. Project Coordination.

- a. Designation of responsible personnel.

5. Procedures and processing of:

- a. Field decisions.
- b. Proposal requests.
- c. Submittals.
- d. On-going "As-Built" Surveys
- e. Change Orders.
- f. Applications for Payment.

6. Adequacy of distribution of Contract Documents.

7. Procedures for maintaining Record Documents.

8. Use of premises:

- a. Office, work and storage areas.
- b. OWNER's requirements.

9. Construction facilities, controls and construction aids.

10. Temporary utilities.

11. Safety and first-aid procedures.

12. Security procedures

13. Housekeeping procedures.

14. Miscellaneous

#### 1.04 PROGRESS MEETINGS

- A. Schedule regular periodic progress meetings. The progress meetings will be held every 14 days with the first meeting 14 days after the pre-construction meeting or 14 days after the date of Notice to Proceed.
- B. Hold additional meetings as required by progress of the Work.
- C. Location of the meetings: Public Services Department Conference Room
- D. Attendance:
  - 1 OWNER'S representatives.
  - 2 ENGINEER, and his professional consultants as needed.
  - 3 Subcontractors as appropriate to the agenda.
  - 4 Suppliers as appropriate to the agenda.
  - 5 Others as appropriate.
- E. Suggested Agenda:
  - 1. Review and approval of minutes of previous meeting.
  - 2. Review of work progress since previous meeting.
  - 3. Field observations, problems, and conflicts.
  - 4. Problems which impede Construction Schedule.
  - 5. Review of off-site fabrication, delivery schedules.
  - 6. Corrective measures and procedures to regain projected schedule.
  - 7. Revisions to Construction Schedule.
  - 8. Progress, schedule, during succeeding work period.
  - 9. Coordination of schedules.
  - 10. Review submittal schedules; expedite as required.
  - 11. Maintenance of quality standards.
  - 12. Pending changes and substitutions.
  - 13. Review proposed changes for:
    - a. Effect on Construction Schedule and on completion date.
    - b. Effect on other contracts of the Project.
  - 14. Review of As-Builts, if requested by the Engineer.
  - 15. Other business.
  - 16. Construction schedule.
  - 17. Critical/long lead items.

F. The CONTRACTOR is to attend progress meetings and is to study previous meeting minutes and current agenda items in order to be prepared to discuss pertinent topics, such as deliveries of materials and equipment, progress of the Work, etc.

G. The CONTRACTOR is to provide a current submittal log at each progress meeting in accordance with Section 01300.

**PART 2 -PRODUCTS** – Not used.

**PART 3 -EXECUTION** -Not used.

END OF SECTION

## SECTION 01300

### SUBMITTALS

#### PART 1 -GENERAL

##### 1.01 DESCRIPTION OF REQUIREMENTS:

- A. The types of submittals controlled by these general requirements include shop drawings, procedure manuals, samples and miscellaneous work-related submittals. The individual submittal requirements are specified herein and in applicable sections for each unit of work.

##### 1.02 GENERAL SUBMITTAL REQUIREMENTS:

A. Coordination and Sequencing:

1. The Contractor shall coordinate preparation and processing of submittals with the performance of the work so that the work will not be delayed by submittals. The Contractor shall coordinate and sequence different categories of submittals for the same work, and for interfacing units of work, so that one will not be delayed for coordination with another. No extension of time will be allowed because of failure to properly coordinate and sequence submittals.

B. Preparation of Submittal:

1. Provide permanent marking on each submittal to identify project, date, Contractor, subcontractor, submittal name and similar information to distinguish it from other submittals. Each submittal shall clearly state where the item is to be installed. Package each submittal appropriately for transmittal and handling. Submittals which are received from sources other than through the Contractor's office will be returned without action. All results of testing by independent labs or agencies shall be submitted to the Engineer. This shall include both passing and failing tests.

##### 1.03 SPECIFIC CATEGORY SUBMITTAL REQUIREMENTS:

- A. Except as otherwise indicated in individual work sections, comply with general requirements specified herein for each indicated category of submittal.

- 1.

##### 1.04 SHOP DRAWINGS AND SAMPLES:

- A. As soon as practicable and within thirty (30) days after the date of execution of the Contract, the Contractor, in conformance with the conditions of the contract, shall submit to the Engineer for approval, four (4) copies (in addition to those copies necessary for his own requirements) of the shop drawings.

- B. Shop drawings submitted to the Engineer for his review, shall first be checked and approved by the Contractor, as indicated by a "Checked" stamp marked "Approved" on each copy of the shop drawing. Shop drawings received without the Contractor's "Checked and Approved" stamp will be returned without further action.

C. Shop drawings shall be submitted, but not be limited to, the following:

1. Pipe and Fittings (all types & materials)
2. Concrete Mix Design
3. Maintenance of Traffic Plan
4. Asphalt Design
5. Testing Lab and Procedures
6. Fencing Materials
7. Coating Systems
8. Shelter structure
9. Athletic Equipment (Playground, basketball structure, etc.)
10. Bathroom fixtures

D. Product Data:

1 Collect required data into one submittal for each unit of work or system; and mark each copy to show which choices and options are applicable to the project. Include manufacturer's standard printed recommendations for application and use, compliance with standards, application of labels and seals, notation of field measurements which have been checked, and special coordination requirements. Maintain one set of product data for each submittal at the project site, available for reference by the Engineer. For purposes of this submittal, manufacturer's fabrication drawings shall be synonymous with shop drawings.

2 The Contractor shall not submit product data, or allow its use on the project, until compliance with requirements of the Contract Documents has been confirmed. Submittal is for information and record use only, unless otherwise indicated.

#### 1.05 DOCUMENTS:

A. Maintain at the job site one copy of all drawings, specifications; addenda; approved shop drawings; change orders; field orders; other contract modifications; and other approved documents submitted by the Contractor in compliance with various sections of the specifications. Each of these Project Record Documents shall be clearly marked "Project Record Copy" and maintained in good condition; available at all times for review by the Engineer and not used for construction purposes.

#### 1.06 BOND AND COMPLETED OPERATION INSURANCE:

A. Prior to final payment, the Contractor shall submit proof that bonds and completed operations insurance are in effect as required by the GENERAL CONDITIONS.

**PART 2 -PRODUCTS** – Not used.

**PART 3 -EXECUTION** -Not used.

END OF SECTION

## SECTION 01310

### CONSTRUCTION SCHEDULES

#### PART 1 -GENERAL

##### 1.01 REQUIREMENTS INCLUDED

- A. Promptly after award of the Contract and within ten (10) days after the effective date of the Agreement, prepare and submit to the ENGINEER estimated construction progress schedules for the Work, with sub-schedules of related activities which are essential to its progress.
- B. Submit revised progress schedules on a monthly basis.
- C. No partial payments shall be approved by the ENGINEER until there is an approved construction progress schedule on hand.
- D. The CONTRACTOR shall designate an authorized representative of his firm who shall be responsible for development and maintenance of the schedule and of progress and payment reports. This representative of the CONTRACTOR shall have direct project control and complete authority to act on behalf of the CONTRACTOR in fulfilling the commitments of the CONTRACTOR's schedule.

##### 1.02 RELATED REQUIREMENTS

- A. Section 12: Standard General Conditions of the Construction Contract.
- B. Section 01010: Summary of Work.
- C. Section 01200: Project Meetings.
- D. Section 01300: Submittals.

##### 1.03 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart or critical path method.
  - 1 Provide separate horizontal bar for each trade or operation within each structure or item.
  - 2 Horizontal time scale: In weeks from start of construction and identify the first work day of each month.
  - 3 Scale and spacing: To allow space for notations and future revisions.
  - 4 Minimum sheet size: 24 x 36 inches.
- B. Format of listings: The chronological order of the start of each item of work for each structure.

C. Identification of listings: By major specification section numbers as applicable and structure.

#### 1.04 CONTENT OF SCHEDULES

A. Construction Progress Schedule:

- 1 Show the complete sequence of construction by activity.
- 2 Show the dates for the beginning of, and completion of, each major element of construction in no more than a two-week increment scale.
- 3 Show projected percentage of completion for each item, as of the first day of each month.
- 4 Show projected dollar cash flow requirements for each month of construction.

B. Submittals Schedule for Shop Drawings, and Samples in accordance with Section 01300. Show:

- 1 The dates for CONTRACTOR's submittals.
- 2 The dates submittals will be required for OWNER-furnished products, if applicable.
- 3 The dates approved submittals will be required from the ENGINEER.

C. A typewritten list of all long lead items (equipment, materials, etc.)

#### 1.05 PROGRESS REVISIONS

A. Indicate progress of each activity to date of submission.

B. Show changes occurring since previous submission of schedule:

- 1 Major changes in scope.
- 2 Activities modified since previous submission.
- 3 Revised projections of progress and completion.
- 4 Other identifiable changes.

C. Provide a narrative report as needed to define:

- 1 Problem areas, anticipated delays, and the impact on the schedule.
- 2 Corrective action recommended, and its effect.
- 3 The effect of changes on schedules of other prime CONTRACTORS.

#### 1.06 SUBMISSIONS

A. Submit initial schedules to the ENGINEER within 10 days after the effective date of the Agreement.

- 1 The ENGINEER will review schedules and return review copy within 21 days after receipt.
- 2 If required, resubmit within 7 days after return of review copy.

- B. Submit revised monthly progress schedules with that month's application for payment.
- C. Submit five (5) opaque reproductions.

1.07 DISTRIBUTION

- A. Distribute copies of the reviewed schedules to:
  - 1 ENGINEER.
  - 2 Job site file.
  - 3 Subcontractors.
  - 4 Other concerned parties.
  - 5 OWNER (two copies).
- B. Instruct recipients to report promptly to the CONTRACTOR, in writing, any problems anticipated by the projections shown in the schedules.

**PART 2 -PRODUCTS** -Not used.

**PART 3 -EXECUTION**

3.01 RESPONSIBILITY FOR SCHEDULE COMPLIANCE

- A. The CONTRACTOR agrees that whenever it becomes apparent from the current monthly schedule that delays to the critical path have resulted, and hence, that the contract completion date will not be met or when so directed by the ENGINEER, he will take some or all of the following actions at no additional cost to the OWNER, submitting to the ENGINEER for approval, a written statement of the steps he intends to take to remove or arrest the delay to the critical path in the approved schedule.
  - 1 Increased construction manpower in such quantities and crafts as will substantially eliminate, in the judgment of the ENGINEER, the backlog of work.
  - 2 Increase the number of working hours per shift, shifts per working days per week, the amount of construction equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of the ENGINEER, the backlog of work.
  - 3 Reschedule activities to achieve maximum practical concurrency of accomplishment of activities, and comply with the revised schedule.
  - 4 Costs incurred by the OWNER arising from such lengthening of hours, including furnishing of Inspectors, shall be the CONTRACTOR's responsibility and shall be deducted from monies due him. Failure of the CONTRACTOR to comply with the requirements of the ENGINEER may be grounds for determination by the OWNER that the CONTRACTOR is not proceeding at such rates as will ensure completion within the specified time and may result in the termination of the right of the CONTRACTOR to continue the work.

### 3.02 ADJUSTMENT OF CONTRACT SCHEDULE AND COMPLETION TIME

- A. If the CONTRACTOR desires to make changes in his method of operating which affect the approved schedule, he shall notify the ENGINEER in writing stating what changes are proposed and the reason for the change. If the ENGINEER approves these changes, the CONTRACTOR shall revise and submit for approval, without additional cost to the OWNER, all of the affected portion of the schedule. The schedule shall be adjusted by the CONTRACTOR only after prior approval of his proposed changes by the ENGINEER.
- B. Adjustments may consist of changing portions of the activity sequence and/or activity durations, division of approved activities, or other adjustments as may be approved by the ENGINEER. The addition of extraneous, non-working activities and/or activities which add unapproved restraints to the schedule shall not be approved.
- C. If the completion of any activity, whether or not critical, falls more than 100 percent behind its approved duration, the CONTRACTOR shall submit for approval a schedule adjustment showing each such activity divided into two activities reflecting completed versus uncompleted work.
- D. Shop drawings which are not approved on the first submittal or within the scheduled time shall be immediately rescheduled, as well as pipelines and tanks which do not pass leak tests.
- E. The contract completion time will be adjusted only for causes specified in this contract. In the event the CONTRACTOR requests an extension of any contract completion date, he shall furnish such justification and supporting evidence as the ENGINEER may deem necessary for a determination as to whether the CONTRACTOR is entitled to an extension of time under the provisions of this contract. ENGINEER will, after receipt of such justification and supporting evidence make findings of fact and will advise the CONTRACTOR in writing thereof. If the ENGINEER finds that the CONTRACTOR is entitled to any extension of any contract completion date under the provisions of this contract, the ENGINEER's determination as to the total number of days extension shall be based upon the currently approved schedule and on all data relevant to the extension. Such data shall be included in the next monthly updating of the schedule. The CONTRACTOR acknowledges and agrees that actual delays in activities which, according to the schedule, do not affect any contract completion date shown by the critical path in the schedule do not have any effect on the contract completion date or dates, and therefore, will not be the basis for a change therein.
- F. From time to time it may be necessary for the contract schedule and/or completion time to be adjusted by the ENGINEER to reflect the effects of job conditions, weather, technical difficulties, strikes, unavoidable delays on the part of the OWNER or his representatives, and other unforeseeable conditions which may indicate schedule adjustments and/or completion time extension. Under such conditions, the CONTRACTOR shall reschedule the work and/or contract completion time to reflect the changed conditions, and the CONTRACTOR shall revise his schedule accordingly. No additional compensation shall be made to the CONTRACTOR for such schedule changes except for unavoidable overall contract time extensions beyond the actual completion of all unaffected work in the contract, in which case the CONTRACTOR shall take all possible action to minimize any time extension and any additional cost to the OWNER. It is specifically pointed out that the use of available float time in the schedule may be used by the OWNER as defined by the ENGINEER, as well as by the CONTRACTOR. Float time is defined as the amount of time between the early start date, and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule.

G. The OWNER controls the float time in the approved schedule and, therefore, without obligation to extend either the overall completion date or any intermediate completion dates set out in the schedule, the OWNER may initiate changes to the contract work that absorb float time only. OWNER-initiated changes that affect the critical path on the approved schedule shall be the sole grounds for extending (or contracting) said completion dates. CONTRACTOR initiated changes that encroach on the float time identified in the approved schedule may be accomplished with the OWNER's concurrence. Such changes, however, shall give way to OWNER-initiated changes competing for the same float time.

### 3.03 COORDINATING SCHEDULES WITH OTHER CONTRACT SCHEDULES

A. Where work is to be performed under this contract concurrently with and/or contingent upon work performed on the same facilities or area under other contracts, the CONTRACTOR's schedule shall be coordinated with the schedules of the other contracts. The CONTRACTOR shall obtain the schedules of the other appropriate contracts from the ENGINEER for the preparation and updating of his schedule and shall make the required changes in his schedule when indicated by changes in corresponding schedules.

END OF SECTION

SECTION 01340

**SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**PART 1 -GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. Submit Shop Drawings, Product Data and Samples required by Contract Documents.

1.02 RELATED REQUIREMENTS

- A. Definitions and Additional Responsibilities of Parties: Conditions of the Contract.
- B. Section 01700: Project Closeout.

1.03 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner.
  - 1. Details shall be identified by reference of sheet and detail or schedule.
- B. Minimum sheet size: 8½ X 11 inches.

1.04 PRODUCT DATA

- A. Preparation
  - 1 Clearly mark each copy to identify pertinent products or models.
  - 2 Show performance characteristics and capacities.
  - 3 Show dimensions and clearances required.
  - 4 Show wiring or piping diagrams and controls.
- B. Manufacturer's standard schematic drawings and diagrams:
  - 1 Modify drawings and diagrams by deleting information which is not applicable to the work.
  - 2 Supplement standard information to provide information specifically applicable to the work.

1.05 CONTRACTOR RESPONSIBILITIES

- A. Review Shop Drawings, Product Data and Samples prior to submission.

- B. Determine and verify:
  - 1 Field measurements.
  - 2 Field construction criteria.
  - 3 Catalog numbers and similar data.
  - 4 Conformance with specifications.
- C. Coordinate each submittal with requirements of the Work and of the Contract Documents.
- D. Notify the Engineer in writing, at time of submission, of any deviations in the submittals from requirements of the contract Documents.
- E. Begin no fabrication or work that requires approved submittals until return of submittals by Engineer

1.06 SUBMISSION REQUIREMENTS

- A. Make submittals in such sequence as to cause no delay in the work.
- B. Number of submittals required:
  - 1 Shop Drawings and Product Data: Submit three (3) copies.
  - 2 Samples: Submit the quantity stated in each specification section.
- C. Submittals shall contain:
  - 1. The date of submission and the dates of any previous submissions.
  - 2. The Project title and number.
  - 3. Contract identification.
  - 4. The names of:
    - a. Contractor
    - b. Supplier
    - c. Manufacturer
  - 5. Identification of the product, with the specification section number.
  - 6. Field dimensions, clearly identified as such.
  - 7. Relation to adjacent or critical features of the work or materials.
  - 8. Applicable standards, such as ASTM or Federal specification numbers.
  - 9. Identifications of deviations from Contract Documents.
  - 10. Identification of revisions on resubmittals.
  - 11. An 8-inch X 3.5-inch blank space for Contractor and Engineer stamps.
  - 12. CONTRACTOR'S stamp initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

#### 1.07 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals noted by the Engineer and resubmit unless otherwise noted.
- B. Shop Drawings and Product Data:
  - 1 Revise initial drawings or data, and resubmit as specified for the initial submittal.
  - 2 Indicate any changes which have been made other than those suggested by the Engineer.
- C. Samples: Submit new samples as required for initial submittal.

#### 1.08 ENGINEER'S DUTIES

- A. Distribute reviewed copies of submittals to City.
- B. Review submittals within 30 days or in accord with schedule.
- C. Affix stamp and initials or signature, and indicate status of submittal.
- D. Return submittals to Contractor for distribution, or resubmission.
- E. Review initial submittals and one resubmittal. Resubmittals that cannot be approved will be returned. Additional resubmittals will be reviewed by the Engineer, and costs for time and materials for reviewing resubmittals will be back charged by the Engineer to the Contractor.

PART 2 -**PRODUCTS** – Not used.

PART 3 -**EXECUTION** -Not used.

END OF SECTION

SECTION 01370

**SCHEDULE OF VALUES**

**PART 1 -GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. Submit to the Engineer a Schedule of Values allocated to the various portions of the Work, within ten days after award of contract.
  - B. Upon the request of the Engineer, support the values with data which will substantiate their correctness.
  - C. The Schedule of Values, unless objected to by the Engineer, shall be used only as the basis for the Contractor's Applications for Payment.
  - D. Related Requirements in Other Parts of the Contract Documents.
- 1 Agreement
  - 2 General Conditions
  - 3 Supplemental General Conditions

1.02 RELATED REQUIREMENTS

- A. Section 01025: Measurement and Payment
- B. Section 01152: Application for Payment
- C. Section 01600: Material, Equipment and Products.

1.03 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on 8-1/2-inch X 11-inch white paper; Contractor's standard forms and automated printout will be considered for approval by Engineer upon Contractors request. Identify schedule with:
  - 1 Title of Project, location and (City, County, Owner) Project Number and Purchase Order Number.
  - 2 Engineer and Engineer's Project number.
  - 3 Name and Address of Contractor.
  - 4 Date of Submission.
- B. Schedule shall list the installed value of the component parts of the Work, in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Follow the table of contents of these Specifications as the format for listing component items.
  - 1. Identify each line item with the number and title of the respective major section of the specifications.
- D. For each major line item list sub-values of:

- 1 Major products or operations under the item.
- 2 Contract conditions, such as: bonds, insurance premiums, job mobilization, construction facilities and temporary controls.

E. For the various portions of the Work:

1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
2. For items on which progress payments will be requested for stored materials, break down the value into:
  - a. The cost of the materials, delivered and unloaded, with taxes paid.
  - b. The total installed value.

F. The sum of all values listed in the schedule shall equal the total Contract Sum.

#### 1.04 SUBSCHEDULE OF UNIT MATERIAL VALUES

A. Submit a subschedule of unit costs and quantities for:

- 1 Products specified under a unit cost allowance in Section 01018.
- 2 Products on which progress payments will be requested for stored products.

B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.

C. The unit quantity for bulk materials shall include an allowance for normal waste.

D. The unit values for the materials shall be broken down into:

- 1 Cost of the material, delivered and unloaded at the site, with taxes paid.
- 2 Installation costs, including Contractor's
- 3 Overhead and profit.

E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

**PART 2 -PRODUCTS** – Not Used.

**PART 3 -EXECUTION** – Not used.

END OF SECTION

SECTION 01380

**CONSTRUCTION PHOTOGRAPHS**

**PART 1 -GENERAL**

1.01 REQUIREMENTS INCLUDED

- A. Employ competent photographer to take construction record photographs periodically during course of the Work.

1.02 RELATED REQUIREMENTS

- A. Section 01010: Summary of Work
- B. Section 01025: Measurement and Payment
- C. Section 01152: Application for Payment
- D. Section 01700: Project Closeout.

1.03 PHOTOGRAPHY REQUIRED

- A. Provide a pre-and post-construction video tape showing the project area (both sides of the street, complete length of the project).
- B. Provide photographs taken on cutoff date for each scheduled Application for Payment.
- C. Views and Quantities Required:
  - 1 At each specified time, photograph Project from six to ten different views, as approved by Engineer.
  - 2 Provide 8 x 10 inch prints of each view. Two (2) copies of each print shall be provided.
  - 3 Provide two copies of a VHS video tape or DVD recording.

1.04 COSTS OF PHOTOGRAPHY

- A. Pay costs for specified photography and prints.
- B. Parties requiring additional photography or prints will pay photographer directly.

**PART 2 -PRODUCTS**

2.01 PRINTS

- A. Color:
  - 1 Paper; Single weight, neutral black image tone, white base.
  - 2 Finish: Smooth surface, glossy.

- B. Identify each print on back, listing:
- 1 Name of Project.
  - 2 Orientation of view.
  - 3 Date and time of exposure.
  - 4 Name and address of photographer.
  - 5 Photographer's numbered identification of exposure.

### **PART 3 -EXECUTION**

#### 3.01 COLOR AUDIO VIDEO TAPING OF CONSTRUCTION AREA

- A. Prior to beginning any construction, the Contractor shall prepare a color audio videotape of all the areas to be affected by construction (HIGH Density, VHS or DVD format).
- B. The audio video taping shall be done within the one-week period prior to placement of materials or equipment on the construction area and furnished one week prior to the start of construction. The audio video taping shall be done with a City Representative present.
- C. To preclude the possibility of tampering or editing in any manner, all video recordings shall, by electronic means, generate and display continuously and simultaneously on the screen digital information to include the date and time of recording. The time information shall consist of hours, minutes and seconds, separated by colons (i.e., 10:35:18).
- D. The audio video tape shall consist of one video and one audio track which shall be recorded simultaneously. All tracks shall consist of original live recordings and thus shall not be copies of other audio and video recordings. The audio track shall contain the narrative commentary.
- E. The rate of speed in the general direction of travel of the conveyance used during taping shall be controlled to provide a usable image. Panning rates and zoom-in, zoom-out rates shall be controlled sufficiently such that playback will produce clarity of the object viewed.
- F. All taping shall be done during times of good visibility. No taping shall be done during period of visible precipitation, unless otherwise authorized by the City.
- G. The City shall have the authority to designate what areas may be omitted or added for audio video coverage.
- H. When conventional wheeled vehicles are used, the distance from the camera lens to the ground shall not be less than eight feet to insure perspective.
- I. In some instances, audio videotape coverage will be required in areas not accessible by conventional wheeled vehicles. Such coverage shall be obtained by walking or special conveyance by the City.
- J. Areas covered shall include offsite roadways that will be subjected to heavy usage such as for haul routes or delivery of heavy components or equipment.

3.02 TECHNIQUE

- A. Factual presentation
  - B. Correct exposure and focus.
- 1 High resolution and sharpness.
  - 2 Maximum depth-of-field.
  - 3 Minimum distortion.

3.03 VIEWS REQUIRED

- A. Photograph from locations to adequately illustrate condition of construction and state of progress.
- 1 At successive periods of photography, take at least one photograph from the same overall view as previously.
  - 2 Consult with engineer at each period of photography for instructions concerning views required.

3.04 DELIVERY OF PRINTS

- A. Deliver prints to Engineer with monthly Pay Application.

END OF SECTION

SECTION 01410

**TESTING LABORATORY SERVICES**

**PART 1 -GENERAL**

1.01 SELECTION AND PAYMENT:

A. Contractor shall employ and pay for services of an independent testing laboratory to perform all specified inspection and testing. City to approve the testing laboratory. City will reimburse the contractor through the "Testing Allowance", if applicable.

B. Employment of testing laboratory shall in no way relieve Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.02 CONTRACTOR SUBMITTALS:

A. Prior to start of work, submit testing laboratory name, address, telephone number, and responsible officer to the Engineer.

1.03 LABORATORY RESPONSIBILITIES:

A. Samples to be taken by laboratory.

B. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.

C. Perform specified inspection, sampling, and testing of Products in accordance with specified standards.

D. Ascertain compliance of materials and mixes with requirements of Contract Documents.

E. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of work or products.

1.04 LABORATORY REPORTS:

A. After each inspection and test, promptly submit two certified copies of laboratory report to both the Engineer and the Contractor.

B. Include:

1. Date issued,
2. Project title and number,
3. Name of inspector,
4. Date and time of sampling or inspection,
5. Identification of product and Specifications Section,
6. Location in the Project,
7. Type of inspection or test,
8. Date of test,
9. Results of tests,
10. Conformance with Contract Documents.

C. When requested by Engineer, provide interpretation of test results.

1.05 LIMITS ON TESTING LABORATORY AUTHORITY:

A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.

B. Laboratory may not approve or accept any portion of the Work.

C. Laboratory may not assume any duties of Contractor.

D. Laboratory has no authority to stop the Work.

1.06 CONTRACTOR RESPONSIBILITIES:

A. Cooperate with laboratory personnel, and provide access to the work and to manufacturer's facilities.

B. Provide incidental labor and facilities to provide access to work to be tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage, and curing of test samples.

C. Notify laboratory 24 hours prior to expected time for operations requiring inspection and testing services.

D. Pay costs of testing laboratory services.

1.07 SCHEDULE OF INSPECTIONS AND TESTS:

A. See individual sections of the specifications for required inspection and testing.

B. Testing locations to be approved by the Engineer or Engineer's representative.

**PART 2 -PRODUCTS** – Not Used.

**PART 3 -EXECUTION** – Not used.

END OF SECTION

SECTION 01450

**ENVIRONMENTAL PROTECTION**

**PART 1 -GENERAL**

1.01 SECTION INCLUDES:

- A. Requirements for prevention of environmental pollution and damage as the result of construction operations under this contract.

1.02 SYSTEM DESCRIPTION:

- A. Environmental pollution and damage are defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic, cultural, and/or historical purposes.
- B. The control of environmental pollution and damage requires consideration of air, water, and land, and includes management of visual esthetics, noise, solid waste, radiant energy and radioactive materials, as well as other pollutants.

1.03 QUALITY ASSURANCE:

- A. Establish and maintain quality control for environmental protection of all items set forth herein.
- B. Record on daily quality control reports or attachments thereto, any problems in complying with laws, regulations and ordinances, and corrective actions taken.
- C. Comply with all requirements under the terms and conditions set out in all permit(s) obtained by the Owner.
- D. The Owner's Representative will notify the Contractor in writing of any observed noncompliance with the Federal, State, or local laws or regulations, permits and other elements of the Environmental Protection Plan.
  - 1 After receipt of such notice, inform the Owner's Representative of proposed corrective action and take such action as may be approved.
  - 2 Failure to comply promptly will be grounds for suspension of the work.
  - 3 No time extensions shall be granted or costs or damages allowed for any such suspension.

**PART 2 -PRODUCTS – Not used.**

## **PART 3 -EXECUTION**

### **3.01 PROTECTION OF ENVIRONMENTAL RESOURCES:**

- A. Protect the environmental resources within the project boundaries and those affected outside the limits of permanent work during the entire period of this contract. Confine activities to areas defined by the drawings and specifications.
  
- B. Disposal of Waste:
  - 1 Dispose of solid wastes (excluding clearing debris), in containers, which are emptied on a regular schedule. All handling and disposal shall be conducted to prevent contamination.
  - 2 Transport all solid waste off property and dispose of it in compliance with Federal, State and local requirements for solid waste disposal.
  - 3 Store chemical waste in corrosion resistant containers, removed from the work area and disposed of in accordance with Federal, State and local regulations.
  - 4 Discarded materials other than those, which can be included in the solid waste category, shall be handled as directed by the Owner's Representative.
  
- C. Under no circumstances shall the Contractor discharge any sewage into the storm system or on the ground. The Contractor shall prepare a contingency plan to dispose of the sewage should the by-pass pumping system fail. Previous methods included the use of tankers to transport the sewage to a different part of the system. The Contractor should also consider re-flooding the wet well. However, no additional payment will be made for clean up and restoration of work already completed.

### **3.02 PROTECTION OF WATER RESOURCES:**

- A. Keep construction activities under surveillance, management and control to avoid pollution of surface and ground waters. Contractor to acquire all permits and pay for all associated permit fees necessary for disposal of discharge water into waterways that require turbidity screens.
  
- B. Monitor all water areas affected by construction activities.
  
- C. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment. If required, the Contractor shall be responsible for obtaining all applicable South Florida Water Management District dewatering permits and pay for all associated permit fees.
  
- D. Protect site from puddling or running water.

### **3.03 PROTECTION OF FISH AND WILDLIFE RESOURCES:**

- A. Keep construction activities under surveillance, management and control, to minimize interference with, disturbance to, and damage of fish and wildlife.

END OF SECTION

## SECTION 01500

### CONSTRUCTION CONSIDERATIONS

#### PART 1 -GENERAL

##### 1.01 HYDRAULIC UPLIFT ON STRUCTURES:

- A. The Contractor shall be completely responsible for any pipelines, sanitary manholes, or similar structures that may become buoyant during the construction operations due to the ground water or floods and before the structure is put into operation. Should there be any possibility of buoyance of a structure, the Contractor shall take the necessary steps to prevent its buoyance. Damage to any structures due to floating or flooding shall be repaired or the structures replaced at the Contractor's expense.

##### 1.02 RELOCATIONS:

- A. The Contractor shall be responsible for the relocation of structures, including but not limited to, light poles, sign poles, fences, piping, conduits and drains that interfere with the positioning of the Work as set out on the Drawings. Unless a pay item is specifically called for in the Schedule of Values, the cost of all such relocations shall be included in the bid and shall not result in any additional cost to the Owner.

##### 1.03 SUBSURFACE INVESTIGATIONS:

- A. The Contractor shall be responsible for having determined to his satisfaction, prior to his bid submittal, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater condition, the character of equipment and facilities required preliminary to and during the performance of the work, the general and local conditions and all other matters which can in any way affect the work under this Contract. The prices established for the work to be done shall reflect all costs pertaining to the work. Any claims for extras based on the substrata or groundwater table conditions will be disallowed.

##### 1.04 OBSTRUCTIONS:

- A. All water pipes, storm drains, sanitary sewers, force mains, or other pipe, telephone or power cables or conduits and all other obstructions, whether or not shown, shall be protected and temporarily supported across utility line excavations. The Contractor shall be responsible for any damage to any such pipes, conduits, or structures. Approximate locations of known water, sanitary, raw water, drainage, power and telephone installations along route of new force main pipeline or in the vicinity of new work are shown, but must be verified in the field by the Contractor before beginning any excavation. The Contractor shall uncover these pipes, ducts, cables, etc., carefully, by hand if necessary, prior to installing new pipeline or structures. Any discrepancies or differences found shall be brought to the attention of the Engineer in order that necessary changes may be made to permit installation of new work. These conditions are supplemental to general requirements elsewhere in the Contract Documents.

#### 1.05 SITE CONDITIONS:

- A. The Contractor acknowledges that he has investigated prior to submitting his bid and satisfied himself as to the conditions affecting the work, including but not restricted to those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads and uncertainties of weather, canal stages, tides, water tables or similar physical conditions at the site, the conformation and conditions of the ground, the character of equipment and facilities needed preliminary to and during prosecution of the work. The Contractor further acknowledges that he has satisfied himself as to the character, quality of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, or any contiguous site, as well as from information presented by the Drawings and Specifications made a part of this Contract, or any other information made available to him prior his bid submittal. Any failure by the Contractor to acquaint himself with the available information will not relieve him from responsibility for estimating properly the difficult or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner.

#### 1.06 PROTECTION OF PROPERTY:

- A. The Contractor shall protect all property that may be affected by his work or operations. The location and extent of underground and covered facilities are not guaranteed and the Contractor is cautioned to proceed with care in order to prevent the undermining or damage to existing structures, piping, or facilities.
- B. When City water is being used, the supply source shall be protected against contamination in accordance with existing codes and regulations.
- C. In the event any of the Contractor's activities were to disrupt or endanger any facilities, he shall at his own expense make all necessary repairs or replacements necessary to correct the situation to the satisfaction of the Engineer. Such work shall progress continuously to completion on a 24-hour per day, seven workday basis. The Contractor shall be responsible for the services of repair crews on call 24 hours per day for emergencies that arise involving work under this Contract.

#### 1.07 WORK ADJACENT TO LAKE WORTH UTILITIES (LWU) FACILITIES:

- A. The attention of the Contractor is drawn to existing Lake Worth Utilities overhead and underground facilities are located in the construction area. The Contractor shall protect all existing power transmission and distribution facilities throughout the period of construction and shall contact the offices of the City at least 72 hours prior to the start of any construction.
- B. It is full and complete responsibility of the Contractor to determine the exact location of all overhead and underground power transmission and distribution facilities in the area of the Works whether or not they are indicated on the Drawings.

#### 1.08 WORK ADJACENT TO AT&T TELECOMMUNICATIONS FACILITIES:

- A. The attention of the Contractor is drawn to the existing overhead and underground telecommunications facilities are located in the construction area. The Contractor shall protect all existing telecommunications facilities throughout the construction of the project and shall contact the appropriate telecommunications offices at least 72 hours prior to the start of construction.

- B. It is full and complete responsibility of the Contractor to determine the exact location of all overhead and underground telecommunications facilities in the area of the Works whether or not they are indicated on the Drawings.

1.09 WORK ADJACENT TO FLORIDA PUBLIC UTILITIES COMPANY (FPU) FACILITIES:

- A. The attention of the Contractor is drawn to the existing underground natural gas lines are located in the construction area. The Contractor shall protect all existing natural gas pipelines throughout the construction of the project and shall contact the appropriate natural gas offices at least 72 hours prior to the start of construction.
- B. It is full and complete responsibility of the Contractor to determine the exact location of all underground natural gas lines in the area of the Works whether or not they are indicated on the Drawings.

1.10 WORK ADJACENT TO CABLE TV (CATV) FACILITIES:

- A. The attention of the Contractor is drawn to the existing overhead and buried CATV lines are located in the construction area. The Contractor shall protect all existing overhead and buried CATV throughout the construction of the project and shall contact the appropriate cable TV offices at least 72 hours prior to the start of construction.
- B. It is full and complete responsibility of the Contractor to determine the exact location of all overhead and underground CATV in the area of the Works whether or not they are indicated on the Drawings.

1.11 WORK ADJACENT TO PALM BEACH COUNTY TRAFFIC OPERATIONS FACILITIES:

- A. The attention of the Contractor is drawn to the existing buried Palm Beach County Traffic Operations lines are located in the construction area. The Contractor shall protect all existing buried traffic cables throughout the construction of the project and shall contact the Palm Beach County Traffic Department at least 72 hours prior to the start of construction.
- B. It is full and complete responsibility of the Contractor to determine the exact location of all underground traffic cables in the area of the Works whether or not they are indicated on the Drawings.

**PART 2 -PRODUCTS** – Not used.

**PART 3 -EXECUTION** – Not used.

END OF SECTION

SECTION 01501

**CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS**

**PART 1 -GENERAL**

1.01 SECTION INCLUDES:

- A. Temporary Utilities: Electricity, lighting, telephone service and sanitary facilities.
- B. Temporary Controls: Barriers, enclosures and fencing, protection of the Work and water control.
- C. Construction Facilities: Access roads, parking, progress cleaning, project signage and temporary buildings.

1.02 RELATED SECTIONS:

- A. Section 01570 –Maintenance of Traffic.

1.03 TEMPORARY ELECTRICITY:

- A. Cost: By Contractor; provide and pay for any required temporary power service.

1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES:

- A. Provide and maintain lighting for construction operations as necessary.

1.05 TEMPORARY VENTILATION:

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity and to prevent accumulation of dust, fumes, vapors or gases.

1.06 TELEPHONE SERVICE:

- A. Provide, maintain and pay for telephone service to field office, if required, at time of project mobilization.

1.07 TEMPORARY SANITARY FACILITIES:

- A. Provide and maintain required temporary restroom facilities and enclosures for field crews.

1.08 BARRIERS:

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations maintaining access to public rights-of-way and existing buildings and driveways. Maintain access to fire hydrants.

B. Provide protection for vegetation designated to remain. Replace damaged plant life.

C. Protect vehicular traffic, stored materials, site and structures from damage.

1.09 FENCING:

A. Construction: At Contractor's option, construct temporary commercial grade chain link fence 6 foot high. Contractor is responsible for cost of any construction fencing.

1.10 WATER CONTROL:

A. Grade site to drain. Maintain excavations free of water. Provide, operate and maintain pumping equipment. Contractor responsible for obtaining any required South Florida Water Management District dewatering permits.

B. Protect site from puddling or running water.

1.11 TEMPORARY BYPASSING FACILITIES:

A. Contractor to provide all pumps, labor and materials required to bypass the flow of sewage during sanitary sewer main replacement and manhole work.

B. Contractor to provide all pumps, labor and materials required to bypass the flow of storm water during drainage system replacement and installation work.

1.12 PROTECTION OF INSTALLED WORK:

A. Protect installed Work and provide special protection where specified in individual specification sections.

B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

1.13 SECURITY:

A. Provide security and facilities to protect Work, existing facilities and Owner's operations from unauthorized entry, vandalism or theft.

1.14 PROGRESS CLEANING AND WASTE REMOVAL:

A. Maintain areas free of waste materials, debris and rubbish. Maintain site in a clean and orderly condition.

B. Collect and remove waste materials, debris and rubbish from site daily and dispose off-site.

1.15 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS:

A. Remove temporary utilities, equipment, facilities and materials prior to Substantial Completion inspection.

B. Clean and repair damage caused by installation or use of temporary work.

C. Restore existing (and permanent) facilities used during construction to original condition.

1.16 TEMPORARY WATER SERVICES:

A. Responsibility shall be upon the contractor to provide and maintain, at his own expense, an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary supply connections and piping for same, but only at such locations and in such manner as may be approved by the Owner. Before final acceptance, temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Owner.

The Contractor shall request through the City of Lake Worth Utilities, Customer Service facility a 3" hydrant meter, which shall be installed with a backflow preventer attached.

The method of request is to have an authorized agent come to the Utilities Customer Service office with the proper adjustable hydrant wrench, make out a hydrant meter permit, have said permit hand-delivered to Utilities Customer Service, located on the first floor of City Annex Building, 414 Lake Ave, Lake Worth, FL 33460 with a \$500.00 deposit and a mailing address. This must be done at least two days prior to the need to use the hydrant meter. This 3" hydrant meter will be billed monthly at a minimum rate of \$65.00 plus water usage at the current rates schedule. These costs are subject to change by City Commission Resolution.

**PART 2 -PRODUCTS** – Not used.

**PART 3 -EXECUTION** – Not used.

END OF SECTION

SECTION 01540

**SECURITY AND PROTECTION**

**PART 1 -GENERAL**

1.01 DESCRIPTION:

A. Requirements: This section specified minimum requirements of temporary provisions for security and protection is the Contractor's sole responsibility, and is not limited to the minimums established by the requirements hereof. Except as otherwise indicated, the use of alternative security and protection methods of facilities, equivalent to those specified, is the Contractor's option. The work of this section is defined to exclude required insurance coverage, performance/payment bonds, first aid requirements, general supervision, quality control, damage surveys, enclosure of completed work and stored materials, inspections and test of the work, instruction to Owner's personnel and similar recognized protection/security provision, which are, nevertheless, specified in other parts of the contract documents, if required.

B. The types of security and protection facilities and services required for the entire project include, but are not limited to, the following:

- 1 Barricades, warning signs, lights.
- 2 Security enclosure and lockup of work.
- 3 Personnel security program.
- 4 Environmental protection.

1.02 QUALITY ASSURANCE:

A. Regulations: Comply with governing regulations for the installation and operation of security and protection facilities, including the rules and recommendations of fire and building departments, police, rescue squad's watchman services and similar local organizations and companies.

1.03 JOB CONDITIONS:

A. Scheduled Uses: Provide security and protection at the times first needed at the site; and maintain, expand and modify the facilities as needed throughout the construction period.

B. Conditions of Use: Use security and protection facilities and services in a safe, sanitary, lawful and publicly acceptable manner, which will not interfere unduly with performance of the work nor result in other deleterious effects.

1.04 MATERIALS OF SECURITY AND PROTECTION FACILITIES:

A. General: For use in security and protection facilities, provide either new or used materials and equipment, which are in substantially undamaged and serviceable conditions. Provide types and quality levels which are recognized in the construction industry as suitable for the intended use in each application.

1.05 INSTALLATION OF SECURITY/PROTECTION FACILITIES:

- A. General: Use qualified tradesmen for the installation of security and protection facilities. Locate facilities where they will serve the total project construction work adequately, and result in a minimum interference with performance of the work. Relocate, modify and extend facilities as required during the course of the work, to properly accommodate the entire work of the project. Provide and maintain a reasonably neat and uniform appearance in security and protection facilities, acceptable to the Owner.

1.06 BARRICADES, WARNING SIGNS AND LIGHTS:

- A. General: Comply with recognized standards and code requirements for the erection of substantial and structurally adequate barricades wherever needed to prevent accidents and losses. Paint with appropriate colors, graphics and warning signs and inform personnel at the site, and the general public where exposure exists of the hazard being projected. Provide lighting where appropriate and needed for the recognition of the facility, including flashing red lights where appropriate.
- B. Storage: Where materials and equipment must be temporally stored, prior to and during construction, and are of substantial value or attractive for possible theft, provide secure lockup and enforce strict discipline in connection with the timing of installation and release of materials, so that the opportunity for theft and vandalism is minimized.

1.07 ENVIRONMENTAL PROTECTION:

- A. General: Provide protection facilities, operate temporary facilities, conduct construction activities and enforce strict discipline for personnel at the project site in ways and by methods which comply with environmental protection regulations, and which will minimize the possibility that the air, waterways and subsoil might be contaminated or polluted, or that other undesirable and deleterious effects might result from performance of the work at the project site. Avoid the use of tools and equipment which produce harmful noise; and restrict the use of noise-making tools and equipment to the hours of use which will minimize noise complaints by persons or residents near the project.

1.08 TERMINATION AND REMOVAL:

- A. General: Maintain protection and security facilities and services in good operating condition through the time and use and until the completion and use of permanent work makes each temporary service unnecessary, or until the Owner's occupancy has replaced the need for the service or until its discontinuation has been otherwise authorized. Remove each facility promptly after its use has been terminated. Complete or restore permanent work which may have been delayed or otherwise affected by the temporary facility. Replace work which cannot be satisfactorily restored. Except as otherwise indicated, the materials and equipment of temporary security and protection facilities remain the property of the Contractor.

**PART 2 -PRODUCTS** – Not used.

**PART 3 -EXECUTION** – Not used.

END OF SECTION

SECTION 01570

**MAINTENANCE OF TRAFFIC**

**PART 1 -GENERAL**

1.01 DESCRIPTION:

- A. Provide all labor, material and services to perform all operations required for the maintenance and protection of vehicular and pedestrian traffic in conformance to all applicable F.D.O.T. laws and regulation and subject to approval and permits by City, Palm Beach County (if applicable), and F.D.O.T. (if applicable).

1.02 SUBMITTAL:

- A. Submit Traffic Control Plans and Construction Schedule to the City, Palm Beach County (if applicable), and the F.D.O.T. (If applicable) for review and approval at least 30 days prior to the start of construction.

1.03 SIGNS AND DEVICES:

- A. Traffic Control and Informational Signs.
- B. Traffic Cones and Drums, and Lights.
- C. Flagman Equipment.

1.04 CONSTRUCTION PARKING CONTROL:

- A. Control vehicular parking to prevent interference with public traffic and parking, access by emergency vehicles and Owner's operations.

1.05 FLAGPERSONS:

- A. Provide trained and equipped flagpersons to regulate traffic when construction operations or traffic encroach on public traffic lanes.

1.06 LIGHTS:

- A. Use lights during hours of low visibility to delineate traffic lanes and to guide traffic.

1.07 TRAFFIC SIGNS AND DEVICES:

- A. At approaches to site and on site, install at crossroads, detours, parking areas, and elsewhere as needed, to direct construction and affected public traffic. The contractor shall submit traffic control through work zone plans based on F.D.O.T. Roadway and Traffic Design Standards, 2013 Edition; Index No. 604 for work within intersections, and F.D.O.T. Index No. 603 and 605 for work requiring the closure of a traffic lane.

- B. At approaches to activities on or near sidewalks and elsewhere as needed, to notify affected non-motorized public traffic the closure of sidewalks, the contractor shall submit traffic control through work zone plans based on F.D.O.T. Roadway and Traffic Design Standards, 2013 Edition, Index No. 660.
- C. Relocate as Work progresses, to maintain effective traffic control.

1.08 REMOVAL:

- A. Remove equipment and devices when no longer required.
- B. Repair damage caused by installation.

1.09 SPECIFICATIONS BY REFERENCE:

- A. State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 102, 2013 Edition.
- B. State of Florida Manual of Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations.
- C. The Manual of Uniform Traffic Control Devices, latest edition.

1.10 SPECIFIC TRAFFIC CONTROL:

- A. Contractor shall maintain through traffic on all public roads at all times unless stated otherwise herein.
- B. Contractor shall maintain access to all vehicular driveways (public or private) at all times. Contractor shall backfill and install temporary rock base as necessary in order to provide safe and functional access to all driveways.
- C. Contractor shall coordinate with the Police and Fire Departments for whom the Contractor will provide satisfactory access at all times.
- D. Contractor shall maintain, at the minimum, one travel lane, each direction, when performing work within the Palm Beach County Right-of-Way.

**PART 2 -PRODUCTS** – Not used.

**PART 3 -EXECUTION**

3.01 EXECUTION:

- A. The Contractor shall arrange his work to cause minimum disturbance to normal pedestrian and vehicular traffic; and shall be held responsible for providing and maintaining suitable means of access (including emergencies) to all public and private properties during all stages of the construction.

- B. If it becomes necessary to block off an entire street to vehicular traffic during construction (other than for an emergency situation), the Contractor must contact the City for approval prior to completely blocking off the street.

END OF SECTION

SECTION 01600

**EQUIPMENT AND MATERIALS**

**PART 1 -GENERAL**

- 1.01 SUMMARY: THIS SECTION INCLUDES GENERAL REQUIREMENTS FOR EQUIPMENT AND MATERIAL TRANSPORTATION AND HANDLING, DELIVERY, STORAGE, AND PROTECTION OF CONTRACTOR AND CITY -FURNISHED EQUIPMENT AND MATERIALS.
- A. RELATED WORK:
1. SUBSTITUTIONS: Section 38 General Conditions. The contractor shall comply with the contract documents and the City's Approved Materials List (AML).
  2. SUBMITTALS: Section 01300.
- 1.02 DEFINITIONS: DEFINITIONS USED IN THIS PARAGRAPH ARE NOT INTENDED TO NEGATE THE MEANING OF OTHER TERMS USED IN THE CONTRACT DOCUMENTS, INCLUDING SUCH TERMS AS "SYSTEMS," "STRUCTURE," "FINISHES," "ACCESSORIES," "FURNISHINGS," "SPECIAL CONSTRUCTION," AND SIMILAR TERMS. SUCH TERMS ARE SELF-EXPLANATORY AND HAVE RECOGNIZED MEANINGS IN THE CONSTRUCTION INDUSTRY.
- A. PRODUCTS: Items purchased for incorporation in the Work, regardless of whether they were specifically purchased for the Project or taken from the previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and other terms of similar intent.
- B. EQUIPMENT: A product with operational or non-operational parts, regardless of whether motorized, manually operated, or fixed. Equipment may require service connections such as wiring or piping.
- C. MATERIALS: Products that must be substantially cut, shaped, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form parts of Work.
- 1.03 QUALITY ASSURANCE:
- A. EQUIPMENT AND MATERIAL INCORPORATED INTO THE WORK: Provide products that comply with the requirements of the Contract Documents, undamaged, and unless otherwise indicated, unused at the time of installation. Provide products that are complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.
- B. STANDARD PRODUCTS: Where they are available and comply with Specifications, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- C. CONTINUED AVAILABILITY: Where, because of the nature of its application, the City is likely to need replacement parts or additional amounts of a product at a later date, either for maintenance and repair or replacement, provide standard products for which the manufacturer has published assurances that the products and its parts are likely to be available to the City at a later date.

1. Conform to applicable Specifications, codes, standards, and regulatory agencies.
2. Comply with size, make, type, and quality specified, or as specifically approved in writing by the Engineer.
3. Manufactured and Fabricated Products:
  - a. Design, fabricate, and assemble in accordance with the best engineering and shop practices.
  - b. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
  - c. Equipment and Materials shall be suitable for service conditions intended.
  - d. Equipment capacities, sizes, and dimensions indicated or specified shall be adhered to unless variations are specifically approved in writing.
  - e. Provide labels and nameplates where required by regulatory agencies or to state identification and essential operating data.
  - f. Two or more items of the same kind shall be identical, supplied by the same manufacturer.
4. Do not use equipment and material for any purpose other than that for which it is designed or is specified.

D. SOURCE LIMITATIONS To the fullest extent possible, provide products of the same kind from a single source.

E. IDENTIFICATION: Each item of equipment shall have permanently affixed to it a label or tag with its equipment number designated in this contract. Marker shall be stainless steel and shall be located so as to be easily visible.

#### 1.04 TRANSPORTATION AND SHIPMENT:

A. SHIPMENT PREPARATION: Contractor shall require manufacturers and suppliers to prepare Equipment and Materials for shipment in a manner to facilitate unloading and handling, and to protect against damage or unnecessary exposure in transit and storage, for contractor supplied equipment. Provisions for protection shall include the following:

- 1 Crates or other suitable packaging materials.
- 2 Covers and other means to prevent corrosion, moisture damage, mechanical injury, and accumulation of dirt in motors, electrical equipment, and machinery.
- 3 Suitable rust-preventive compound on exposed machined surfaces and unpainted iron and steel.
- 4 Grease packing or oil lubrication in all bearings and similar items.
- 5 Precast concrete components shall be transported, lifted and stored as specified by the precast supplier. Precast supplier shall provide written instructions to the Contractor as to the above. Contractor shall provide a copy to City.

B. MARKING: Each item of Equipment and Material shall be tagged or marked as identified in the delivery schedule or on Submittals. Complete packing lists and bills of material shall be included with each shipment. Each piece of every item need not be marked separately, provided that all pieces of each item are packed or bundled together and the packages or bundles are properly tagged or marked.

1.05 DELIVERY, STORAGE AND HANDLING:

A. DELIVERY:

1. Arrange deliveries of Equipment and Materials in accordance with construction schedules, in ample time to facilitate inspection prior to installation, and to avoid delay of the Work.
2. Deliver, store and handle Equipment and Materials in accordance with manufacturer's recommendations using means and methods that will prevent damage, deterioration, and loss, including theft.
3. Control delivery schedules to minimize long term storage at the site and to prevent overcrowding of construction spaces. In particular, coordinate delivery and installation to ensure minimum holding or storage times for items known or recognized to be flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other sources of loss.
4. Avoid conflict with Work of City or other contractors.
5. Deliver Equipment and Materials to the site in manufacturer's sealed containers or other packaging system with identifying labels and instructions for handling, storing, unpacking, protecting, and installing.
6. Mark deliveries of component parts of equipment to identify the equipment, to permit easy accumulation of parts, and to facilitate inspection and measurement of quantity or counting of units.
7. Immediately on delivery, inspect shipment to assure:
  - a. Product complies with requirements of Contract Documents and reviewed Submittals.
  - b. Quantities are correct.
  - c. Containers and packages are intact, labels are legible.
  - d. Equipment and Materials are properly protected and undamaged.

B. STORAGE:

1. Store Equipment and Materials immediately on delivery, and protect until completion of the Work. Store in accordance with manufacturer's instructions with seals and labels intact and legible.
2. Store Equipment and Materials in a manner that will not endanger the supporting construction.
3. Store Equipment and Materials that are subject to damage by elements in weather tight enclosures.
4. Maintain temperature and humidity within ranges required by manufacturer.
5. Protect motors, electrical equipment, plumbing fixtures, and machinery of all kinds against corrosion, moisture deteriorations, mechanical injury, and accumulation of dirt or other foreign matter.
6. Protect exposed-machined surfaces and unpainted iron and steel as necessary with suitable rust-preventive compounds.
7. Protect bearings and similar items with grease packing or oil lubrication.
8. Handle and store steel plate, sheet metal, and similar items in a manner to prevent deformation.

9. Exterior Storage:
  - a. Provide substantial platforms, blocking, or skids to support fabricated products aboveground; and to prevent soiling or staining. Cover products subject to discoloration or deterioration from exposure to the elements, with impervious sheet coverings. Provide adequate ventilation to avoid condensation.
  - b. Store loose granular materials on solid surface areas to prevent mixing with foreign matter.
  - c. Provide surface drainage to prevent flow or ponding of rainwater.
10. Equipment and Materials shall not show any pitting, rust, decay, or other deleterious effects of storage prior to final acceptance of Work.
11. Arrange storage in a manner to provide easy access for inspection. Make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration.

C. HANDLING:

- 1 Provide equipment and personnel necessary, to unload and handle Equipment and Materials, by methods to prevent damage or soiling to Equipment and Materials, or packaging.
- 2 Handle by methods to prevent bending or overstressing. Where lifting points are designated, lift components only at those points.
- 3 Provide additional protection to surrounding surfaces as necessary to prevent damage.

D. MAINTENANCE OF STORAGE:

- 1 Inspect stored Equipment and Materials on a scheduled basis.
- 2 Verify that storage facilities comply with manufacturer's product storage requirements, including environmental conditions continually maintained.
- 3 Verify that surfaces of products exposed to elements are not adversely affected; that any weathering of finishes is acceptable under requirements of Contract Documents.
- 4 For mechanical and electrical equipment in long-term storage, provide manufacturers service instructions to accompany each item, with notice of enclosed instructions on exterior of package. Service Equipment on a regularly scheduled basis.

E. PROTECTION AFTER INSTALLATION: Provide substantial coverings as necessary to protect installed Equipment and Materials from damage from subsequent construction operations. Remove when no longer needed or as specified.

1.06 EXISTING EQUIPMENT AND MATERIALS:

A. EQUIPMENT AND MATERIALS TO BE REUSED: For Equipment and Materials specifically indicated or specified to be reused in the Work, use special care in removal, handling, storage, and reinstallation to assure proper function in the completed Work. Arrange for transportation, storage and handling of products which require off site storage, restoration, or renovation and pay all costs for such Work. Contractor may at his option, furnish and install new items in lieu of those specified to be reused. Remove, relocate and reinstall the following Equipment and Materials:

1. Traffic signs and posts.

B. EQUIPMENT AND MATERIALS NOT TO BE REUSED: The following Equipment and Materials to be removed shall remain City's property and are not to be reused in the Work. Remove from its location, prepare for handling and storage, and deliver to City.

1. As indicated on the Drawings.

C. Equipment and Materials designated to be removed but not reused or delivered to City, shall become the property of the Contractor and shall be removed from the site.

## **PART 2 -PRODUCTS**

### **2.01 PRODUCTS AND MANUFACTURERS:**

A. Specified in each applicable Section of Specifications, construction plans and the City's Approved Materials List (AML.)

### **2.02 PRODUCT SELECTION AND SUBSTITUTIONS:**

A. Specified in Instructions to Bidders and General Conditions.

## **PART 3 -EXECUTION**

### **3.01 MANUFACTURERS INSTRUCTIONS:**

#### **A. INSTALLATION:**

1 When Contract Documents require that installation of work shall comply with manufacturer's printed instructions, obtain and distribute copies of such instructions if not a part of Submittals, containers, or packaging to parties involved in the installation, including a copy to the City.

2 Maintain one complete set of instructions at the job site during installation and until completion.

3 Handle, install, connect, clean, condition, and adjust products in accordance with such instructions and in conformance with specified requirements. Should job conditions or specified requirements conflict with manufacturer's instructions, consult with Engineer for further instructions.

4 Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents, or approved in writing by manufacturer and the City.

5 Accurately locate and align with other Work, and anchor Equipment and Materials securely in place except as required for proper movement and performance.

6 Clean and protect exposed surfaces as necessary to ensure freedom from damage and deterioration at time of acceptance.

END OF SECTION

SECTION 01610

**DELIVERY, STORAGE AND HANDLING**

**PART 1 -GENERAL**

1.01 GENERAL:

- A. This Section specifies the general requirements for the delivery, handling, storage and protection for all items required in the construction of the work. Specific requirements, if any, are specified with the related item.

1.02 TRANSPORTATION AND DELIVERY:

- A. Transport and handle items in accordance with manufacturer's instructions.
- B. Schedule delivery to reduce long-term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.
- C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.
- D. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.
- E. All items delivered to the site shall be unloaded and placed in a manner which will not hamper the Contractor's normal construction operation or those of subcontractors and other contractors and will not interfere with the flow of necessary traffic.
- F. Provide necessary equipment and personnel to unload all items delivered to the site.
- G. Promptly inspect shipment to assure that products comply with requirements, quantities are correct, and items are undamaged. For items furnished by others (i.e. Owner, other Contractors), perform inspection in the presence of the Engineer or Engineer's representative. Notify Engineer verbally, and in writing, of any problems.

1.03 STORAGE AND PROTECTION:

- A. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instruction shall be studied by the Contractor and reviewed with the engineer by him. Instruction shall be carefully followed and a written record of this kept by the Contractor. Arrange storage to permit access for inspection.
- B. Store loose granular materials on solid flat surface in a well-drained area. Prevent mixing with foreign matter.
- C. Cement and lime shall be stored under a roof and off the ground and shall be kept completely dry at all times. All structural, miscellaneous and reinforcing steel shall be stored off the ground or otherwise to prevent accumulation of dirt or grease, and in a position to prevent accumulations of standing water and to minimize rusting. Beams shall be stored with the webs vertical. Pre-cast concrete shall be handled and stored in a manner to prevent accumulations of dirt, standing water, staining, chipping or cracking. Brick, block and similar masonry products shall be handled and stored in a manner to reduce breakage, cracking and spalling to a minimum.

**PART 2 -PRODUCTS** – Not used.

**PART 3 -EXECUTION** – Not used.

END OF SECTION

SECTION 01640

**PRODUCTS AND SUBSTITUTIONS**

**PART 1 -GENERAL**

1.01 PRODUCTS' LIST:

- A. Within 10 days after commencement date of Contract, submit to Engineer two copies of a complete list of all products proposed to be used, with name of the manufacturer and the installing subcontractor. Tabulate list by each specification section.
- B. For products specified under reference standards, include with listing of each product:
  - 1. Name and address of manufacturer.
  - 2. Trade name.
  - 3. Model or catalog designation.
  - 4. Manufacturer's data:
    - a. Performance and test data.
    - b. Reference standards.
- C. Contractor's Option: For products specified only by reference standards, select any product meeting that standard. For products specified by naming several products or manufacturers, select any one of the products or manufacturers names, which complies with the specifications.

1.02 SUBSTITUTIONS:

- A. For a period of 10 days after commencement date of Contract, Engineer may consider written requests from Contractor for substitution of approved products.
- B. Conditions: Refer to Supplementary Conditions. Requests by Contractor will be considered when reasonable, timely, fully documented and qualifying under one or more of the following circumstances:
  - 1 Related to an "or equal" or similar provision in contract documents.
  - 2 Required product cannot be supplied in time for compliance with Contract Time Requirements.
  - 3 Required product is not acceptable to governing authority, or determined to be non-compatible, or cannot be properly coordinated, warranted or insured or has other recognized disability as certified by Contractor.
  - 4 Substantial advantage is offered Owner after deducting offsetting disadvantages including delays, additional compensation to Engineer for redesign, investigation, evaluation and other necessary services and similar considerations.
- C. Submit a separate request for each product, three copies of each submittal, to include the following:
  - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.

- a. Product identification, including manufacturer name and address.
  - b. Manufacturer's literature including product description, performance and test data and reference standards.
  - c. Samples where appropriate and/or requested.
  - d. Name and address of two similar projects on which product was used successfully in a similar application.
  - e. Detailed description of proposed construction method.
  - f. Drawings illustrating construction method.
- 1 Itemized comparison of proposed substitution with product or method specified.
  - 2 Date relating to changes in construction schedule; any change in the contract time; effect on other trades.
  - 3 Accurate cost data on proposed substitution in comparison with product or method specified, including a proposal of the net change in the contract sum.

D. The Engineer will be the sole judge of the acceptability of the proposed substitution.

E. In making request for substitution Contractor represents:

- 1 He has personally investigated proposed product or method, and determined that it is equal or superior in all respects to that specified.
- 2 He will provide the same warranties, guarantees or bonds for the substitution as for the product or method specified herein.
- 3 He will coordinate the installation of an accepted substitution into the Work, and make such other changes as may be required to make the Work complete in all respects.
- 4 He waives the right to claims for additional costs related to the substitution which may subsequently become apparent and waives all rights to additional payment and time which may subsequently be necessitated, by failure of the substitution to perform as specified, and for the required Work to make corrections thereof.
- 5 Cost data is complete and includes all related costs under his contract.

F. Substitutions will not be considered if:

- 1 They are indicated or implied on shop drawings or project data submittals without formal request submitted in accordance with the Contract Documents.
- 2 Acceptance will require revision of the Contract Documents.

G. After date bids are reviewed, approval of substitutions shall be governed by change order procedure.

### 1.03 PROCEDURAL REQUIREMENTS:

- A. General Limitations: Where possible, provide entire required quantity of each generic product, material or equipment from a single source; and, where not possible to do so, match separate products as closely as possible. To extend selection process is under Contractor's control, provide compatible products, materials and equipment. Where available and complying with requirements, provide standard products which have been used previously and successfully in similar applications, and which are recommended by manufacturers for applications indicated.

**PART 2 -PRODUCTS** – Not used. **PART 3 -EXECUTION** – Not used.

END OF SECTION

SECTION 01700

**PROJECT CLOSEOUT**

**PART 1 -GENERAL**

1.01 REQUIREMENTS INCLUDED:

- A. Closeout procedures, final cleaning, project record documents, system demonstration, warranties and bonds.
- B. Closeout includes the general requirements near the end of the Contract Time in preparation for final acceptance, final payment, normal termination of the Contract, beneficial use by the Owner, and similar actions evidencing completion of the Work.

1.02 RELATED REQUIREMENTS:

- A. Section 01010: Summary of Work.
- B. Section 01050: Field Engineering.
- C. Section 01500: Construction Considerations.

1.03 CLOSEOUT PROCEDURES:

- A. Comply with procedures stated in the General Conditions and Supplemental General Conditions of the Contract Documents for issuance of the Certificate of Substantial Completion and the Certificate of Final Completion.
- B. When the Contractor considers that the Work has reached final completion, submit written certification that the Contract Documents have been reviewed, the Work has been thoroughly inspected, and that the Work is considered to be completed in accordance with the Contract Documents and is ready for inspection by the Engineer.
- C. In addition to submittals required by the conditions of the Contract, provide all other submittals required by the Owner, other governing authorities or regulatory agencies, and submit to the Engineer a final statement of accounting giving the total adjusted Contract Sum, previous payments, and the sum remaining due.
- D. The Engineer will issue a final change order reflecting approved adjustments to the Contract Sum not previously made by Change Order.

1.04 SUBSTANTIAL COMPLETION:

- A. When the Contractor considers the Work to be substantially complete, the Contractor will submit to the Engineer, or the Owner, as applicable:
  - 1 A written notice that the Work, or a designated portion thereof, is substantially complete.
  - 2 Special guarantees, warranties, workmanship bonds, maintenance agreements and similar documents.
  - 3 Occupancy permits, operating certificates, test certificates and similar releases enabling the Owner's full and unrestricted use of the work and access to services and utilities.
  - 4 Record drawings, maintenance manuals, project photographs, property survey and similar record information.
  - 5 Tools, spare parts, extra stocks of materials and similar physical items to the Owner.

- 6 Certification that all site temporary facilities and services, along with construction equipment, mock-ups and similar elements have been removed from the site and that all repairs, touch-ups and restorations of marred exposed finishes have been completed.

B. Within a reasonable time after receipt of such notice, the Engineer will make an inspection to determine the status of completion.

C. Should the Engineer determine that the Work is not substantially complete:

- 1 The Engineer will promptly notify the Contractor in writing, giving the reasons therefore.
- 2 The Contractor will remedy the deficiencies in the Work, and send a second written notice of substantial completion to the Engineer.
- 3 The Engineer will then re-inspect the Work.

D. When the Engineer finds that the Work is substantially complete, it will:

- 1 Prepare and deliver to the Owner a tentative Certificate of Substantial Completion, with a tentative list of items to be completed or corrected before final payment.
- 2 After consideration of any objections made by the Owner as provided in the General Conditions, and when the Engineer considers the Work substantially complete, it will execute and deliver to the Owner and the Contractor a definite Certificate of Substantial Completion with a revised tentative list of items to be completed or corrected.

#### 1.05 FINAL SUBMITTALS

A. The following submittals, as applicable, are required prior to finalizing the Contract:

- 1 Final shop drawings (N/A)
- 2 Record drawings

B. All guarantees, bonds, certifications, licenses, and affidavits required for work and equipment must be filed with the Engineer.

#### 1.06 RELEASE OF LIENS OR CLAIMS:

A. Satisfactory evidence of release or waiver of all liens or claims must be submitted to the Owner prior to finalizing the Contract.

#### 1.07 FINAL INSPECTION:

A. When the Contractor considers the Work complete, it will submit written certification that:

- 1 The Contract Documents have been reviewed.
- 2 The Work has been inspected for compliance with the Contract Documents.
- 3 The Work has been completed in accordance with the Contract Documents.
- 4 The Work is in every way completed and ready for final inspection.

- B. The Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
- C. Should the Engineer consider that the Work is incomplete or defective:
  - 1 The Engineer will promptly notify the Contractor in writing, listing the incomplete or defective work.
  - 2 The Contractor will take immediate steps to remedy the stated deficiencies, and send a second written certification to the Engineer that the Work is complete.
  - 3 The Engineer will re-inspect the work.
  - 4 When the Engineer finds that the Work is acceptable under the Contract Documents, it shall request the Contractor to make close-out submittals.

1.08 RE-INSPECTION FEES:

- A. Should the Engineer perform re-inspections due to the failure of the Work to comply with the claims of status of completion made by the Contractor:
  - 1 The Contractor will compensate the Engineer for such additional services.
  - 2 The Owner will deduct the costs of such additional compensation from the final payment to the Contractor.

1.09 CONTRACTOR'S CLOSE-OUT SUBMITTALS TO THE ENGINEER:

- A. Project record drawings.
  - 1 Record documentation of work on private properties
  - 2 Statement of Satisfaction from Property Owner of each and all private properties
- B. For work performed on private properties:
  - 1 Record documentation of work for each and all private properties
  - 2 Statement of Satisfaction from Property Owner of each and all private properties
- C. Contractor's affidavit of payment of debts and claims:
  - 1. Contractor's release or waiver of liens.
- D. Separate releases or waivers of liens for subcontractors, suppliers and others that have filed lien rights against property of the Owner in accordance with Section 713.06 Florida Statutes, together with a list of those parties.
- E. Final payment request with Consent of Surety for Final Payment and the Contractor's Certification of Final Completion.
- F. Certified copy of the Engineer's final punch-list of itemized work to be completed or corrected, stating that each item has been completed or otherwise resolved for acceptance.

1.10 FINAL ADJUSTMENT OF ACCOUNTS:

- A. Submit a final statement of accounting to the Engineer. The statement will reflect all approved adjustments to the Contract Sum, including:
    - 1. The original Contract Sum.
    - 2. Additions and deductions resulting from:
      - a. Approved Change Orders.
      - b. Allowances.
      - c. Unit Prices.
      - d. Deductions for uncorrected Work.
      - e. Deductions for liquidated damages.
      - f. Deductions for re-inspection payments.
      - g. Deductions for re-testing due to failed tests.
      - h. Other adjustments.
    - 3. Total Contract Sum, as adjusted.
  - 4. Previous payments.
  - 5. Sum remaining due.
- 
- B. The Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract Sum which were not previously made by Change Order.

1.11 FINAL CLEANING:

- A. Perform prior to final inspection.
- B. Clean the site, sweep paved areas, rake clean other surfaces.
- C. Remove waste and surplus materials, rubbish and construction facilities from the project site and dispose of in a lawful manner.
- D. Remove stains, petrochemical spills and other foreign deposits.
- E. Except as otherwise indicated or requested by the Owner, remove temporary protection devices and facilities installed during the course of the Work to protect previously completed Work during the remainder of the construction period.
- F. Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at the site or bury debris or excess materials, or discharge volatile or other harmful or dangerous materials into the environment.
- G. Where extra materials of value remain after completion of the Work, dispose of or store such materials for use by the Owner as indicated in these Specifications.

1.12 PROJECT RECORD DOCUMENTS:

- A. Conform to Section 01720 Record Drawings.

1.13 WARRANTIES AND BONDS:

- A. Provide duplicate, signed, notarized originals. Execute Contractor's submittals and assemble documents executed by subcontractors, suppliers and manufacturers. Provide table of contents and assemble in binder with durable plastic cover.
- B. Submit material prior to final application for payment. For equipment put into use with Owner's permission during construction, submit within 10 days after first operation. For items of Work delayed materially beyond the date of Substantial Completion, provide updated submittals within 10 days after acceptance, listing the date of acceptance as the start of the warranty period.

1.14 FINAL APPLICATION FOR PAYMENT:

- A. The Contractor will submit the Final Application for Payment in accordance with the procedures and requirements stated in the General Conditions.

1.15 FINAL CERTIFICATE FOR PAYMENT:

- A. The Engineer will process the Final Application for Payment in accordance with the provisions of the General Conditions.

1.16 POST-CONSTRUCTION INSPECTION:

- A. Prior to expiration of one year from the date of Substantial Completion, the Engineer will make a visual inspection of the Project in company with the Owner and the Contractor to determine whether correction of Work is required, in accordance with the provisions of the General Conditions.
- B. The Engineer will promptly notify the Contractor, in writing, of any observed defects or deficiencies in the work.
- C. The Contractor shall immediately undertake all work required to remedy defects and repair the work to the satisfaction of the Engineer and the Owner.

**PART 2 -PRODUCTS**

2.01 ACCESSORIES:

- A. Furnish to the Owner, upon acceptance of equipment, all accessories required to place each item of equipment in full operation.
- B. Accessory items include, but are not limited to, adequate oil and grease as required for first lubrication of equipment (after field testing), light bulbs, fuses, hydrant wrenches, valve keys, handwheels, chain operators, special tools, and other items as required for initial operation.

**PART 3 -EXECUTION – Not used.**

END OF SECTION

SECTION 02050

**DEMOLITION AND RENOVATION**

**PART 1 -GENERAL**

1.01 SCOPE OF WORK:

- A. Furnish all labor, materials, equipment, and incidentals required for demolition, renovation, removal and disposal work as shown on the Contract Drawings and as specified herein.
- B. Included, but not limited to, are demolition and removals of existing materials, equipment, or work necessary to install the new work as shown on the Contract Drawings and as specified herein. Demolition includes structural concrete, foundations, walls, doors, windows, structural steel, metals, roofs, masonry, attachments, appurtenances, piping, electrical and mechanical equipment, paving, curbs, walks, fencing, and other existing facilities.
- C. Demolitions and removals which may be specified under other Sections shall conform to the requirements of this Section.
- D. Where applicable, these specifications call attention to certain activities necessary to maintain and facilitate continuous operation of existing facilities during and immediately following construction and do not necessarily cover all of the required activities. The CONTRACTOR shall exercise due concern for existing facilities operation and shall direct all his activities toward maintaining continuous operation and minimization of operation.

1.02 SUBMITTALS:

- A. Submit to the ENGINEER as per Section 01300 for approval, three copies of proposed schedule of intended operations for demolition of any existing facilities prior to the start of work. Include in the schedule the coordination of shutoff, capping and continuation of utility services as required.
- B. Provide a detailed sequence of demolition and removal work to ensure the uninterrupted operation of the Owner's facilities.
- C. Before the start of demolition work, all modifications necessary to bypass the affected structure will be completed. Actual work will not begin until the ENGINEER has inspected, reviewed, and authorized the start of the demolition work, in writing.
- D. The above procedure must be followed for each individual demolition operation.

1.03 CONDITION OF STRUCTURES:

- A. The OWNER and the ENGINEER assume no responsibility for the actual condition of any structures to be demolished or modified.
- B. Conditions existing at the time of inspection for bidding purposes will be maintained by the OWNER insofar as practicable. However, variations within a structure may occur prior to the start of demolition work.

1.04 RULES AND REGULATIONS:

- A. The CONTRACTOR shall determine the applicability and file notifications to the appropriate agencies with regard to demolition work that requires clearances for asbestos containing material (ACMs) handling or any other materials requiring special management. It should be noted that, in any demolition event, notifications must be filed in accordance with the National Emission Standards for Hazardous Air Pollutants (NESHAPS) as described in 40 CFR Part 61, Subpart M and Chapter 62-204 of the Florida Administrative Code (FAC).
- B. No building or structure, or any part thereof, shall be demolished until an application has been filed by the CONTRACTOR with the appropriate Building Department and a permit issued. Any fee for this permit shall be the CONTRACTOR'S responsibility.

1.05 DISPOSAL OF MATERIAL:

- A. Where directed by the ENGINEER, salvageable material and equipment shall become the property of the OWNER. The CONTRACTOR shall dismantle all such items to a size that can be readily handled, clean and store on or adjacent to the site in a protected place specified by the ENGINEER, or loaded onto trucks provided by the CONTRACTOR.
- B. The OWNER will select the material and items of equipment that shall remain the property of the OWNER and which shall be stored where directed.
- C. Materials and items of equipment not selected for retention by the OWNER shall become the CONTRACTOR'S property and must be removed from the site and properly disposed of.
- D. Concrete, concrete block and excess bricks shall be disposed of as specified below.
- E. The storage or sale of removed items will not be allowed on the site.

1.06 TRAFFIC AND ACCESS:

- A. Conduct demolition and the removal of equipment and debris to ensure minimum interference with occupied or used facilities.
- B. Special attention is directed towards maintaining safe and convenient access to any existing facilities by personnel and vehicles.
- C. Do not close or obstruct accesses to used facilities without permission from the ENGINEER. Provide alternate routes around closed or obstructed access ways.

1.07 PROTECTION:

- A. Conduct operations to minimize damage by falling debris or other causes to adjacent facilities. Provide interior and exterior shoring, bracing, or support to prevent the movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- B. Exercise precautions for fire prevention. Acceptable fire extinguishing apparatus shall be available at all times in areas where demolition work is being performed using burning torches. Burning of demolition debris shall not be permitted on or near the site.

1.08 DAMAGE:

- A. Promptly repair damage caused to adjacent facilities by demolition operations as directed by the ENGINEER and at no cost to the OWNER. Repairs shall be made to a condition equal or better than that which existed prior to construction.

1.09 UTILITIES:

- A. Maintain existing utilities in service and protect against damage during demolition operations.
- B. Do not interrupt existing utilities serving occupied or used facilities, except when authorized by the ENGINEER. Provide temporary services acceptable to the ENGINEER during interruptions to existing utilities.
- C. The CONTRACTOR shall assist the OWNER in shutting off utilities required for the performance of demolition operations.
- D. The CONTRACTOR shall be solely responsible for making all necessary arrangements and for performing any necessary work involved in connection with the discontinuance or interruption of all utilities or services under the jurisdiction of the public and private utility companies.
- E. All utilities being abandoned shall be disconnected and terminated at the service mains in conformance with the requirements of the utility companies or the municipality owning or controlling them.

1.10 REMOVAL OF EXISTING PROCESS EQUIPMENT, PIPING AND APPURTENANCES:

- A. Subject to the constraints of maintaining the existing facilities in operation and prior to demolition, existing process equipment, non-buried valving, piping and appurtenances not necessary for the operation of the new facilities shall be removed.
- B. All equipment, piping and appurtenances shall be cleaned, flushed and drained. Equipment to be retained by the OWNER, as previously specified, shall be dismantled sufficiently and thoroughly cleaned and drained. All valves shall be left open. All discontinued piping shall be capped and sleeves and openings remaining after removal of the existing equipment, piping, and appurtenances shall be plugged and sealed as shown on the Drawings and as directed by the ENGINEER.

1.11 DEMOLITION:

- A. Demolition shall be performed to the limits shown on the Drawings or, if items to be demolished extend below or beyond said limits, then demolition shall be performed at no additional cost to the owner so as to satisfactorily achieve the intent of the drawings and specifications.
- B. Wet down work during demolition operations to prevent dust from arising. Provide protection from inclement weather for materials, equipment, and personnel located in partially dismantled structures.
- C. Existing, below grade slabs to be abandoned but not demolished shall have holes cut to allow for positive drainage and the prevention of flotation.

- D. Remove all existing work as indicated on the Drawings or as required and prepare adjoining areas for installation of the proposed work or for blocking up and filling in of existing openings.
- E. All demolition debris shall become the property of the CONTRACTOR and shall be removed from the site and disposed off the site in conformance with all applicable laws and regulations. Demolition debris shall not be used for fill or backfill.
- F. Blasting or the use of explosives will not be allowed for demolition work.
- G. CONTRACTOR shall remove from the site all debris resulting from the demolition operations as it accumulates. Upon completion of the work, all materials, equipment, waste and debris of every sort shall be removed and the premises shall be left clean, neat and orderly.

1.12 MISCELLANEOUS CONCRETE SLABS AND SIDEWALKS:

- A. Remove miscellaneous concrete slabs and sidewalks where shown on the Drawings or where necessary for the construction of new structures or modifications of existing structures. All concrete sidewalks and curbing not required after the new work is constructed shall be removed and disposed of as specified hereinbefore.

**PART 2 -PRODUCTS** -Not Used.

**PART 3 -EXECUTION** -Not Used.

END OF SECTION

## SECTION 02100

### CLEARING AND GRUBBING

#### PART 1 -GENERAL

##### 1.01 SCOPE OF WORK:

- A. Work under this section of the specifications includes clearing and grubbing as necessary for the construction and the disposal of materials and debris resulting from the clearing and grubbing operations, and the replacement of ornamentals damaged on or removed from abutting property. The Contractor is expected to visit the site of the work and determine for himself from visual inspection the extent of clearing and grubbing that is necessary for his operations.

##### 1.02 DOT STANDARD SPECIFICATIONS:

- A. Unless otherwise specified herein, all work under this section shall conform with Florida DOT Standard Specifications, Section 110 -Clearing and Grubbing.

##### 1.03 CLEARING:

- A. Clear and remove obstructions within the City's right-of-way only as required to provide adequate work space to accomplish the specified construction. Clearing consists of the removal of all trees, living or dead, stumps, down timber, brush, rubbish and all other objectionable debris from the area to be cleared unless indicated otherwise. The removal of trees or permanent structures within the aforementioned areas will be done only as indicated on drawings. Should the removal of valuable trees or shrubs be required, this work is to be done in cooperation with the City in order that they may be replanted, if so desired. Protect other trees and shrubs which are to remain from damage during the construction period.

##### 1.04 GRUBBING:

- A. Grubbing will be performed where required, including, but not limited to, areas where fill will be placed, structures erected, or where other installations are required. It shall include the complete removal of all obstructions resting on or protruding from the surface of the existing ground to a depth of eighteen inches (18") below finished grade or surface of ground. Holes caused by grubbing operations shall be filled to the level of adjacent ground. Where excavation is done, all stumps, roots and deleterious material thereby exposed must be removed to a depth of eighteen inches (18") minimum below the excavated surface.

##### 1.05 PRIVATE PROPERTY:

- A. Where working room is restricted, the contractor must provide protection for privately owned trees, shrubs, and structures bordering the right-of-way. The contractor shall take full responsibility for any damage done to private property.

1.06 DAMAGES:

- A. The contractor shall replace with plants of a like size and type in growing conditions, all grass, shrubbery, plants and other ornamental plants or planting on abutting private property which he removed or damaged due to his construction operations.

**PART 2 -PRODUCTS** -Not Used.

**PART 3 -EXECUTION** -Not Used.

END OF SECTION

## SECTION 02211

### SITE GRADING

#### PART 1 -GENERAL

##### 1.01 WORK INCLUDED

- A. Remove topsoil and stockpile on site for later use.
- B. Excavate sub-soil and reform to grades, contours and levels.
- C. Excavate or fill for roadways, walks, curbs, gutters, parking areas, landscaped areas and as shown on the Drawings.

##### 1.02 RELATED WORK

- A. Section 02100: Clearing and Grubbing.
- B. Section 02225: Trenching, Backfilling and Compacting.
- C. Section 02260: Finish Grading.
- D. Section 02510: Asphaltic Concrete Paving.

##### 1.03 EXISTING CONDITIONS

- A. Known underground, surface and aerial utility lines, and buried objects are based on best available data and indicated on the Drawings. Contractor shall verify all locations.

##### 1.04 PROTECTION

- A. Protect trees, shrubs and lawns and other features remaining as part of final landscaping.
- B. Protect bench marks, and existing structures, fences, roads, sidewalks, paving and curbs against damage from equipment and vehicular traffic.
- C. Protect aerial, surface, or underground utility lines or appurtenances which are to remain.
- D. Repair any damage, at no cost to Owner.

#### PART 2 -PRODUCTS

##### 2.01 MATERIALS

- A. Excavated fill material: Soil free from roots, rocks larger than 3-inches, and building debris.
- B. Additional fill material: Shall be approved by the Engineer.

## **PART 3 -EXECUTION**

### **3.01 PREPARATION**

- A. Establish and identify required lines, levels, contours and datum.
- B. Maintain bench marks, monuments, and other reference points. Re-establish if disturbed or destroyed, at no cost to Owner.
- C. Before start of grading, establish the location and extent of utilities in the work areas. Notify utilities to remove and relocate lines which are in the way of construction.
- D. Maintain, protect, reroute or extend as required existing utilities to remain which pass through the work area.

### **3.02 REMOVAL OF TOPSOIL**

- A. Topsoil of horticultural value shall be stripped from areas of construction under this contract and stockpiled in area designated by Engineer. Said material shall be stockpiled separately from fill material.
- B. Do not permit topsoil to be mixed with subsoil
- C. Do not strip topsoil when wet.
- D. Do not drive heavy equipment over stockpiled topsoil.

### **3.03 ROUGH GRADING**

- A. Rough grade site to required levels, profiles, contours and elevations ready for finish grading and surface treatment. Maintain the following:
  - 1 Sodded areas: 4 1/2 inches below finished grade elevation.
  - 2 Seeded areas: 6 inches below finished grade.
  - 3 Paved areas: 18 inches below finished grade elevations.
  - 4 Shrub beds: 24 inches below finished grade elevations.
  - 5 Flower beds: 18 inches below finished grade elevations.
  - 6 Concrete sidewalks: 8 inches below finished grade elevations.
- B. Prior to placing fill material over undisturbed subsoil, scarify surface to depth of 6 inches.

### **3.04 SURPLUS MATERIAL**

- A. Remove surplus materials from site.
- B. Dispose of surplus material at no cost to Owner.

END OF SECTION

SECTION 02260

**FINISH GRADING**

**PART 1 -GENERAL**

1.01 WORK INCLUDED

- A. The Contractor shall, under this Section, supply, place, compact and roll finish grade materials prior to landscaping work.
- B. Finish grade sub-soil.
- C. Cut out areas to receive stabilizing base course materials for paving and sidewalks.
- D. Place, finish grade and compact topsoil.

1.02 RELATED WORK

- A. Section 02211: Site Grading.
- B. Section 02225: Excavation, Backfill and Compaction.
- C. Section 02934: Sodding.

1.03 PROTECTION

- A. The Contractor shall prevent damage to existing fencing, trees, landscaping, natural features, bench marks, pavement, utility lines, and sprinkler system. Correct damage at no cost to the Owner.

**PART 2 -PRODUCTS**

2.01 MATERIALS

- A. Topsoil shall be friable loam free from subsoil, roots, grass, excessive amount of weeds, stones and foreign matter; acidity range (ph) of 5.5 to 7.5; containing a minimum of 4 percent and a maximum of 25 percent organic matter. (Use topsoil stockpiled on site if conforming to these requirements, or as directed by the Engineer.)

**PART 3 -EXECUTION**

3.01 SUB-SOIL PREPARATION

- A. Rough grade sub-soil systematically to allow for a maximum amount of natural settlement and compaction. Eliminate uneven areas and low spots. Remove debris, roots, branches, stones, etc., in excess of 2 inches in size. Remove sub-soil which has been contaminated with petroleum products.

- B. Cut out areas, to sub-grade elevation, which are to receive stabilizing base for paving and sidewalks.
- C. Bring sub-soil to required levels, profiles and contours. Make changes in grade gradual. Blend slopes in to level areas.
- D. Slope grade away from building minimum 4 inches in 10 feet (unless indicated otherwise on Drawings).

### 3.02 PLACING TOPSOIL

- A. Place topsoil in area where seeding, sodding and planting is to be performed. Place to the following minimum depths, up to finished grade elevations:
  - 1 6-inches for seeded areas.
  - 2 4 1/2-inches for sodded areas.
  - 3 24-inches for shrub beds.
  - 4 18-inches for flower beds.
- B. Use topsoil in relatively dry state. Place during dry weather.
- C. Fine grade topsoil eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles and contours of sub-grades.
- D. Remove stones, roots, grass, weeds, debris and other foreign material while spreading.
- E. Manually spread topsoil around trees, plants, buildings and other structures to prevent damage which may be caused by grading equipment.
- F. Lightly compact placed topsoil.

### 3.03 SURPLUS MATERIAL

- A. Remove surplus sub-soil and topsoil from site.

## **PART 4 -LEAVE STOCKPILE AREAS AND ENTIRE JOB SITE CLEAN AND RAKED, READY TO RECEIVE LANDSCAPING.**

END OF SECTION

SECTION 02444

**CHAIN LINK FENCE**

**PART 1 -GENERAL**

1.01 SCOPE OF WORK:

A. Furnish all labor, materials, equipment and such miscellaneous items as necessary for complete installation of chain link fence system. Fencing to be installed according to manufacturer's specifications unless otherwise indicated and specified herein.

B. Contractor's security fencing is at his option and not specified herein.

1.02 RELATED WORK:

A. Concrete: Section 03000

B. Finish Grading: Section 02260

1.03 QUALITY ASSURANCE:

A. Standards of Manufacture shall comply with the standards of the Chain Link Fence Manufacturer's Institute, Federal Specification R-F-191K and ASTM F 668 Class 2B, and as specified herein.

B. The height shall be the overall dimension from the ends of the knuckles. Fabrics shall be woven in one continuous piece in standard specified height, to a tolerance of plus or minus 1".

C. Provide each type of steel fence and gates as a complete unit produced by a single manufacturer, including necessary erection accessories, fittings and fastenings.

D. Acceptable Manufacturers:

- 1 Anchor Fence, Inc.
- 2 Cyclone Fence
- 3 Security Fence Manufacturing & Supply Company
- 4 Or approved equal.

E. Erector Qualifications: Minimum 2 years experience installing similar fencing.

1.04 SUBMITTALS:

A. Product Data: Steel Fences and Gates

1. Submit copies of manufacturer's technical data, in details of fabrication, and installation instructions and procedures for steel fences and gates. Submit to Engineer in conformance with all requirements of Section 01300.

B. Samples:

1. Submit sample approximately 6" long, or 6" square of fabric material, framework members and typical accessories.
- C. Certificates:
1. Manufacturer's certification that materials meet specification requirements.

## **PART 2 -PRODUCTS**

### **2.01 GENERAL:**

- A. Pipe sizes indicated are commercial pipe sizes.
- B. All fence components are galvanically compatible.

### **2.02 FABRIC:**

- A. The fabric shall be steel chain link, including "knuckled tips" (top and bottom.) Fabric shall be furnished in accordance with ASTM A-392 and manufactured with a 9 gauge core wire which has been coated with zinc in accordance with ASTM A-641 in the minimum application of 0.3 oz. per sq. ft. The galvanized wire shall then be mechanically cleaned and chemically treated to produce a molecular bond or thermal fusing between the galvanized core and the thermoplastic coating. The minimum thickness of the coating shall be 7 mils (applied by the fluidized bed process). The breaking strength shall be 1290 lbs, minimum. Contractor may salvage and reuse existing fence fabric.

### **2.03 POST, RAILS, BRACES, AND TENSION WIRES:**

- A. All materials shall be hot dipped galvanized.
- B. All sizes shall be as specified on the plans.
- C. Posts: Line post and terminal post shall be galvanized steel per ASTM F1043.
- D. Top rail and brace rail shall be 1 5/8 o.d. galvanized steel per ASTM F1043.
- E. Post Tops: Post tops shall be galvanized pressed steel and wrought iron, or malleable iron of SG70A (or equivalent) of ASTM F626 (Fence Fittings), designed as a weathertight closure cap (for tubular posts). Furnish one cap for each post.
- F. Stretcher Bars: Stretcher bars shall be one piece lengths equal to full height of fabric, with a minimum cross-section of 3/16" x 3/4" per ASTM F626. Provide one stretcher bar for each gate and end post, and 2 for each corner and pull post.
- G. Stretcher Bar Bands: Stretcher bar band shall be wrought iron, or malleable iron per ASTM F626, spaced not over 15" o.c to secure stretcher bars to end, corner, pull, and gate posts.
- H. Tension Wires: 7 gauge galvanized steel tension wire shall be provided along the bottom of the fence per ASTM F626. The fabric shall be attached to the tension wire at 24" intervals with galvanized steel hog rings per ASTM F626.

## GATES:

- I. Gates and gate posts to be galvanized steel to match the fence. Swing gates shall be manufactured per ASTM F900.
- J. Gate Posts: 4.00 inch outside diameter steel pipe (4" nominal O.D.) Sch. 40 per ASTM F1083.
- K. Gate Hardware: Center gate stop and drop rod; mechanical keepers; two 180 degree gate hinges per leaf and hardware for padlock to remain at completion of project.
- L. Brace each gate and corner post back to adjacent line post with horizontal center brace rail and diagonal truss rods. Install brace rail, one bay from end and gate leaves.
- M. Install center and bottom brace rail on corner and gate leaves.
- N. Install gates with fabric to match fence. Install two hinges per leaf, latch, catches, drop bolt retainer and locking clamp.
- O. Provide concrete center drop to foundation depth and drop rod retainers at center of double gate openings.

## 2.04 MISCELLANEOUS MATERIALS AND ACCESSORIES:

- A. Wire Ties per ASTM F626. For tying fabric to line posts, use 9 gauge wire ties spaced 12" o.c. For tying fabric to rails and braces, use 9 gauge wire ties spaced 24" o.c. For tying fabric to tension wire, use 11 gauge hog rings spaced 24" o.c. Finish of ties to match fabric finish.
- B. Concrete: Provide concrete consisting of portland cement complying with ASTM C 150 and Section 03000, aggregates complying with ASTM C 33, and clean water. Mix materials to obtain concrete with a minimum 28-day compressive strength of 3000 psi, 1" maximum size aggregate, maximum 3" slump, and 2% to 4% entrained air. Accelerating additives may be used upon approval of the Engineer.

## **PART 3 -EXECUTION**

### 3.01 INSTALLATION:

- A. A. Fence Installation shall not be started before the final grading is completed, with finish elevations established, unless otherwise permitted.
- B. Excavation:
  - 1. Drill holes of diameters and spacing shown, for post footings in firm, undisturbed or compacted soil.

a. If not shown on the Drawings, excavate holes to the minimum diameters as recommended by fence manufacturer.

b. Post holes shall be in true alignment and of sufficient size to provide a permanent foundation of concrete. Concrete shall be poured against undisturbed earth sides and bottom. All holes shall be 42" deep with posts and corner posts placed in the concrete to a depth of 36". The gate posts shall be set in the concrete to a depth of 42" below the

surface when in firm, undisturbed soil. Holes shall be well centered on the posts. A minimum diameter of 12" shall be required for all post holes.

- c. Remove excavated soil from the Owner's property, if necessary.
- d. If solid rock is encountered near the surface, drill into rock at least 12" for line posts and at least 18" for end, pull corner and gate posts. Drill hole at least 1" greater diameter than the largest dimension of the post to be placed.
- e. If solid rock is below solid overburden, drill to full depth required, except penetration into rock need not exceed the minimum depths specified above.
- f. Where concrete pavement is encountered, drill or saw cut concrete as required. Finish top of new concrete 2" above grade and sloped away from posts.

C. Setting Posts:

- 1. Remove loose and foreign materials from sides and bottoms of holes, and moisten soil prior to placing concrete.
  - a. Center and align posts in holes 8" above bottom of excavation.
  - b. Place concrete around posts in a continuous pour, and vibrate or tamp for consolidation. Check each post for vertical and top alignment, and hold in position during placement and finishing operations.
  - c. Trowel finish tops of footings, and slope or dome to direct water away from posts. Set keeps, stops, sleeves, and other accessories into concrete as required.
  - d. Keep exposed concrete surfaces moist for at least 7 days after placement, or cure with membrane curing materials, or other acceptable curing method.
  - e. Grout-in posts set into sleeved holes, concrete constructions, or rock excavations with non-shrink portland cement grout, or other acceptable grouting material.

D. Concrete Strength:

- 1. Allow concrete to attain at least 75% of its minimum 28-day compressive strength, but in no case sooner than 7 days after placement, before rails, tension wires, barbed wire, or fabric is installed. Do not stretch and tension fabric and wires, and do not hang gates until the concrete has attained its full design strength.

E. Top Rails: Run rail continuously through post caps. Provide expansion couplings as recommended by fencing manufacturer.

F. Brace Assemblies: Install braces so posts are plumb when diagonal rod is under proper tension.

G. tension Wire: Install tension wires by stretching independently of the fabric and tying to each post with not less than 9 gauge galvanized wire, and securing the wire to the fabric with hog rings.

END OF SECTION

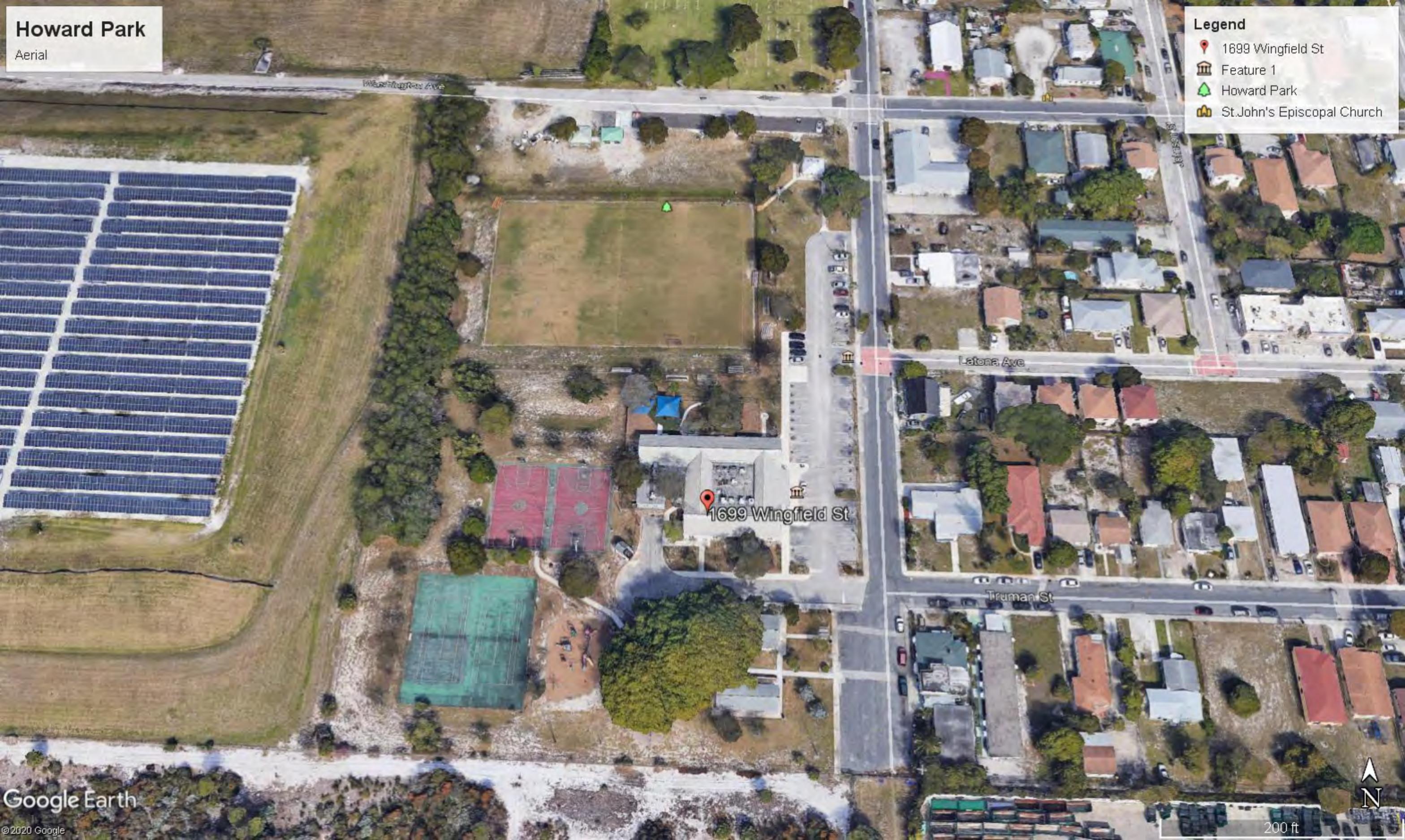


# Howard Park

Aerial

**Legend**

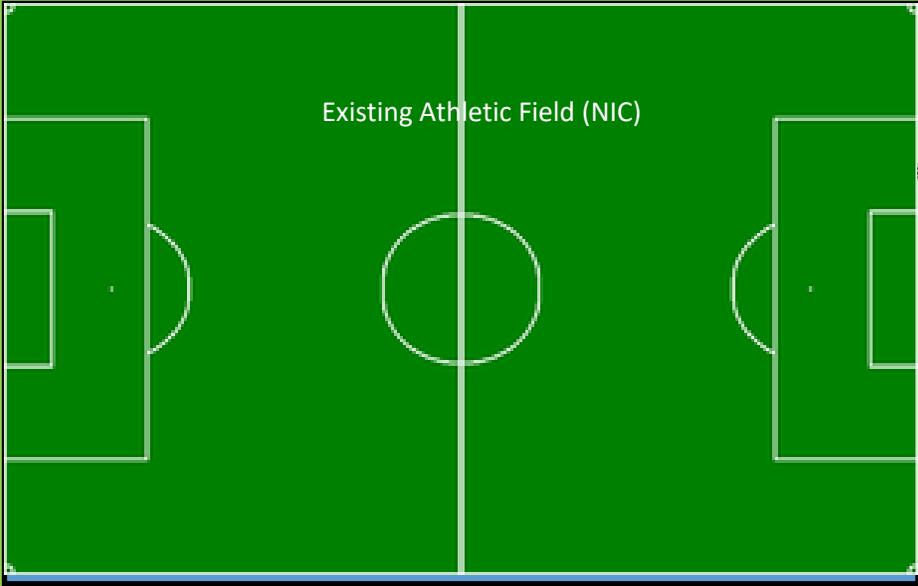
-  1699 Wingfield St
-  Feature 1
-  Howard Park
-  St. John's Episcopal Church



200 ft

Exist.  
Pavilion

Exist.  
restroom

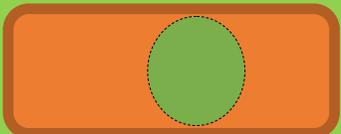


Existing Athletic Field (NIC)

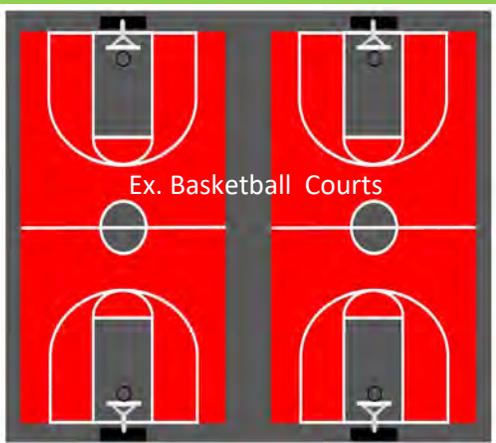
Mulch Exercise Walking Trail (proposed)



PARKING LOT



Existing Building)



Ex. Basketball Courts



Existing Futsal Court



Existing  
Playground

Concrete Walk

CDC  
Building

Existing  
Pavilion

WINGFIELD STREET

# Howard Park

Aerial

## HOWARD PARK PLAYGROUND IMPROVEMENTS PROJECT

### Sport Courts Scope of Work - Futsol and Basketball

1. Power wash existing court to remove debris, algae, etc. and blow off.
2. Apply two (2) coats of base coat acrylic resurfacer mixed with silica sand, portland and water to effectively fill any cracks, voids, holes, or depressions.
3. Apply a resin coated fiberglass membrane over the entire court surface and adhere to court with 100% latex glue.
4. Apply two (2) coats of the acrylic resurfacer to provide a final smooth surface.
5. Apply two (2) coats of textured color concentrate to provide color for courts. Paint court lines to specifications for sport.

### Legend

-  1699 Wingfield St
-  Feature 1
-  Howard Park
-  St. John's Episcopal Church

116'x90'  
10,440 SF

108'x120'  
12,960 SF

1699 Wingfield St

Latona Ave

Truman St



# HOWARD PARK PLAYGROUND IMPROVEMENTS PROJECT

April 2020

SportMaster Sport Surfaces  
PO Box 2277  
2520 South Campbell Street  
Sandusky, Ohio 44870  
Toll Free 800-326-1994  
Fax 877-825-9226  
Website [www.sportmaster.net](http://www.sportmaster.net)  
E-mail [moreinfo@sportmaster.net](mailto:moreinfo@sportmaster.net)

## **Product Guide Specification – OR APPROVED EQUAL**

Specifier Notes: This product guide specification is written according to the Construction Specifications Institute (CSI) 3-Part Format, including *MasterFormat*, *SectionFormat*, and *PageFormat*, as described in *The Project Resource Manual—CSI Manual of Practice, Fifth Edition*.

This section must be carefully reviewed and edited by the Architect to meet the requirements of the project and local building code. Coordinate this section with other specification sections and the Drawings. Delete all “Specifier Notes” after editing this section.

Section numbers are from *MasterFormat 1995 Edition*, with section numbers from *MasterFormat 2004 Edition* in parentheses. Delete version not required.

### **SECTION 02790 (32 18 23.43)**

#### **ASPHALT BASKETBALL & MULTI-PURPOSE COURT SURFACE COLOR COATING SYSTEM**

Specifier Notes: This section covers SportMaster Sport Surfaces “SportMaster” asphalt basketball & multi-purpose court surface color coating system. Consult SportMaster Sport Surfaces for assistance in editing this section for the specific application.

#### **PART 1 GENERAL**

##### **1.1 SECTION INCLUDES**

- A. Asphalt basketball & multi-purpose court surface color coating system.

##### **1.2 RELATED REQUIREMENTS**

Specifier Notes: Edit the following list of related sections as required. Delete related sections not required. List other sections with work directly related to this section.

- A. Section 02975 (32 01 17.63) – Basketball & Multi-Purpose Court Crack Repair System: Repairing cracks in asphalt courts.

### 1.3 REFERENCE STANDARDS

Specifier Notes: List reference standards mentioned in this section, complete with designations and titles. Delete reference standards not included in this edited section. This article does not require compliance with reference standards, but is merely a listing of those used.

- A. American Sports Builders Association (ASBA).
- B. United States Tennis Association (USTA) Rules of Tennis.
- C. National Basketball Association (NBA) Official Rules
- D. National Federation of State High School Associations (NFHS) Rule Book
- E. National Collegiate Athletic Association (NCAA) Rule Book

### 1.4 SUBMITTALS

- A. Comply with Section 01330 (01 33 00) – Submittal Procedures.
- B. Product Data: Submit manufacturer’s product data, including surface and crack preparation and application instructions.
- C. Samples: Submit manufacturer’s color samples of color coating.
- D. Test Reports:
  - 1. Submit independent test results for solar reflectance index.
  - 2. Submit independent test results for 2000 Hour ASTM G154, accelerated weathering UV test, to demonstrate long-term durability and fade resistance.
  - 3. Submit independent test results for 2000 Hour, accelerated weathering ASTM G155 Xenon Arc test, to demonstrate long-term fade resistance and quality of pigment.
- E. Manufacturer’s Certification: Submit manufacturer’s certification that materials comply with specified requirements and are suitable for intended application.
- F. Manufacturer’s Project References: Submit manufacturer’s list of successfully completed asphalt basketball & multi-purpose court surface color coating system projects, including project name, location, and date of application.
- G. Applicator’s Project References: Submit applicator’s list of successfully completed asphalt basketball & multi-purpose court surface color coating system projects, including project name, location, type and quantity of color coating system applied, and date of application.
- H. Warranty Documentation: Submit manufacturer’s standard warranty.

- I. Authorized Installer Certificate: Submit manufacturer's authorized installer certificate.

## **1.5 QUALITY ASSURANCE**

### **A. Manufacturer's Qualifications:**

- 1. Manufacturer regularly engaged, for past 5 years, in manufacture of asphalt basketball & multi-purpose court surface color coating systems of similar type to that specified.
- 2. United States owned company.
- 3. Member: ASBA.

### **B. Applicator's Qualifications:**

- 1. Applicator regularly engaged, for past 3 years, in application of basketball & multi-purpose court surface color coating systems of similar type to that specified.
- 2. Employ persons trained for application of basketball & multi-purpose court surface color coating systems.
- 3. Applicator must be authorized installer of the surfacing brand used.

## **1.6 DELIVERY, STORAGE, AND HANDLING**

- ### **A. Delivery and Acceptance Requirements:** Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

### **B. Storage and Handling Requirements:**

- 1. Store and handle materials in accordance with manufacturer's instructions.
- 2. Keep materials in manufacturer's original, unopened containers and packaging until application.
- 3. Store materials in clean, dry area indoors.
- 4. Store materials out of direct sunlight.
- 5. Keep materials from freezing.
- 6. Protect materials during storage, handling, and application to prevent contamination or damage.
- 7. Close containers when not in use.
- 8. Retain manufacturer batch codes on each container and application dates, for warranty purposes.

## **1.7 AMBIENT CONDITIONS**

- ### **A.** Do not apply asphalt basketball & multi-purpose court surface color coating system when air or surface temperatures are below 50°F (10°C) during application or within 24 hours after application.
- ### **B.** Do not apply asphalt basketball & multi-purpose court surface color coating system when rain is expected during application or within 24 hours after application.

## **PART 2 PRODUCTS**

## 2.1 MANUFACTURER

- A. SportMaster Sport Surfaces, PO Box 2277, 2520 South Campbell Street, Sandusky, Ohio 44870. Toll Free 800-326-1994. Fax 877-825-9226. Website [www.sportmaster.net](http://www.sportmaster.net). E-mail [moreinfo@sportmaster.net](mailto:moreinfo@sportmaster.net).

All other brands must be pre-approved by the architect/owner, 7 days prior to the bid date. If submitting another brand, bidder must furnish copies of all submittal documents under section 1.4

## 2.2 MATERIALS

- A. Asphalt Basketball & Multi-Purpose Court Surface Color Coating System: SportMaster Color Coating System.
- B. Crack Sealant: SportMaster "Crack Magic".
1. 100 percent acrylic emulsion elastomeric crack sealant.
  2. Seals cracks up to 1/2 inch wide in asphalt pavement.
  3. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
  4. Non-Volatile Material: 61 percent, plus or minus 5 percent.
- C. Crack Filler: SportMaster "Acrylic Crack Patch".
1. 100 percent acrylic emulsion trowel-grade crack filler.
  2. Fills cracks in asphalt pavement up to 1 inch wide.
  3. Chemical Characteristics, by Weight, Minimum:
    - a. Acrylic Emulsion: 10.0 percent.
    - b. Hiding Pigment: 0.2 percent.
    - c. Mineral Inert Fillers: 78.0 percent.
    - d. Film Formers, Additives: 1.8 percent.
    - e. Water: 8.5 percent.
  4. Weight per Gallon at 77 Degrees F: 15.2 lbs., plus or minus 1.0 lbs.
  5. Non-Volatile Material: 80 percent, plus or minus 5 percent.
  6. Color: [Green] [Neutral] [Red] [Blue].
- D. Patch Binder: SportMaster "Acrylic Patch Binder".
1. 100 percent acrylic emulsion liquid binder.
  2. Mix on-site with sand and cement.
  3. Levels and repairs low spots and depressions up to 3/4 inch deep in asphalt pavement.
  4. Weight per Gallon at 77 Degrees F: 8.8 lbs., plus or minus 0.5 lbs.
- E. Filler Course: SportMaster "Acrylic Resurfacer".
1. 100 percent acrylic emulsion resurfacer.
  2. Mix on-site with silica sand.
  3. Apply to asphalt surfaces or previously colored acrylic surfaces in preparation of color coating system.
  4. Chemical Characteristics, by Weight, Minimum:
    - a. Acrylic Emulsion: 44.0 percent.
    - b. Hiding Pigment: 2.0 percent.
    - c. Mineral Inert Fillers: 5.0 percent.

- d. Film Formers, Additives: 0.2 percent.
- e. Water: 45.0 percent.
- 5. Weight per Gallon at 77 Degrees F: 8.5 lbs., plus or minus 0.5 lbs.
- 6. Non-Volatile Material: 27.5 percent, plus or minus 5.0 percent.
- 7. Color: [Black] [Neutral].

F. Color Coating: SportMaster “ColorPlus System”.

- 1. 100 percent acrylic emulsion coating.
- 2. Mix on-site with silica sand and water.
- 3. Color coats basketball & multi-purpose courts.
- 4. Weight per Gallon at 77 Degrees F: 9.2 lbs., plus or minus 0.5 lbs.

Specifier Notes: Specify color of color coating. The following colors can contribute to LEED credits for SS Credit 7.1: Heat Island Effect – Non-Roof: Dove Gray, Ice Blue, Light Green, Red, Sandstone, Orange & Yellow. Also note \* are premium cost colors.

- 5. Color: [Beige] [Blue] [Brown] [Dark Green] [Dove Gray] [Forest Green] [Gray] [Ice Blue] [Light Blue] [Light Green] [Maroon] [Red] [Sandstone] [\*Tournament Purple] [\*Orange] [Yellow] [\*Brite Red] [Black]

G. Line Markings Primer: SportMaster “Stripe-Rite”.

- 1. 100 percent acrylic emulsion primer, clear drying.
- 2. Primes line markings and prevents bleed-under for sharp lines.
- 3. Chemical Characteristics, by Weight, Nominal:
  - a. Acrylic Emulsion: 38.0 percent.
  - b. Hiding Pigment: 0.0 percent.
  - c. Mineral Inert Fillers: 7.0 percent.
  - d. Film Formers, Additives: 1.5 percent.
  - e. Water: 50.0 percent.
- 4. Weight per Gallon at 77 Degrees F: 8.9 lbs., plus or minus 0.5 lbs.
- 5. Non-Volatile Material: 29 percent, plus or minus 5 percent.

H. Line Paint: SportMaster “Textured Line Paint”.

- 1. Pigmented, 100 percent acrylic emulsion line paint.
- 2. Line marking on asphalt basketball & multi-purpose courts.
- 3. Chemical Characteristics, by Weight, Nominal:
  - a. Acrylic Emulsion: 25.89 percent.
  - b. Pigment: 14.90 percent.
  - c. Mineral Inert Fillers: 13.12 percent.
  - d. Additives: 4.73 percent.
  - e. Water: 41.36 percent.
- 4. Weight per Gallon at 77 Degrees F: 10.65 lbs., plus or minus 0.75 lbs.
- 5. Non-Volatile Material: 45.17 percent, plus or minus 5 percent.
- 6. Color: White.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Examine asphalt basketball & multi-purpose court surfaces to receive color coating system.
- B. Verify asphalt basketball & multi-purpose courts meet ASBA requirements.
- C. Notify Architect of conditions that would adversely affect application or subsequent use.
- D. Do not begin surface preparation or application until unacceptable conditions are corrected.

### **3.2 SURFACE PREPARATION**

- A. Protection of In-Place Conditions: Protect adjacent surfaces and landscaping from contact with asphalt basketball & multi-purpose court surface color coating system.
- B. Prepare surfaces in accordance with manufacturer's instructions.
- C. Cure new asphalt surfaces a minimum of 14 to 30 days before application of asphalt basketball & multi-purpose court surface color coating system.
- D. Remove dirt, dust, debris, oil, grease, vegetation, loose materials, and other surface contaminants which could adversely affect application of asphalt basketball & multi-purpose court surface color coating system. Pressure wash entire surface.
- E. Repair cracks, depressions, and surface defects in accordance with manufacturer's instructions before application of filler course and color coating.
- F. Level depressions 1/8 inch and deeper with patch binder in accordance with manufacturer's instructions.
- G. Apply 1 or 2 coats of filler course as required by surface roughness and porosity to provide smooth underlayment for application of color coating.
- H. Ensure surface repairs are flush and smooth to adjoining surfaces.

### **3.3 APPLICATION**

- A. Apply asphalt basketball & multi-purpose court surface color coating system in accordance with manufacturer's instructions at locations indicated on the Drawings.
- B. Mix materials in accordance with manufacturer's instructions.
- C. Apply Filler Course and Color Coating with a 50-60 durometer, soft rubber squeegee.
- D. Filler Course:
  - 1. Apply 2 coats on new asphalt or existing acrylic surfaces with extensive cracks or low spot repair.
  - 2. Apply 1 coat on existing acrylic surfaces with minimal repairs.
- E. Color Coating: Apply a minimum of 2 coats of color coating to prepared surfaces in accordance with manufacturer's instructions.

- F. Allow material drying times in accordance with manufacturer's instructions before applying other materials or opening completed surface to foot traffic.

### **3.4 LINE MARKINGS**

- A. Lay out court line markings in accordance with appropriate governing body:
  - a. USTA Rules of Tennis.
  - b. NBA Official Rules for professional basketball
  - c. NFHS Rules for high school basketball
  - d. NCAA Rules for college basketball
  - e. Other required game layout
- B. Apply line markings primer, after masking tape has been laid, to seal voids between masking tape and court surface to prevent bleed-under when line paint is applied.
- C. Apply a minimum of 1 coat of line paint in accordance with manufacturer's instructions.

### **3.5 PROTECTION**

- A. Allow a minimum of 24 hours curing time before opening basketball & multi-purpose courts for play.
- B. Protect applied asphalt basketball & multi-purpose court surface color coating system to ensure that, except for normal weathering, coating system will be without damage or deterioration at time of Substantial Completion.

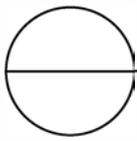
**END OF SECTION**



DEMOLISH AND REMOVE EXISTING 10' CHAINLINK FENCE AND DISPOSE OF. BACKFILL ALL HOLES AFTER REMOVING THE FENCE POST BASES. APPROX. 475 LF

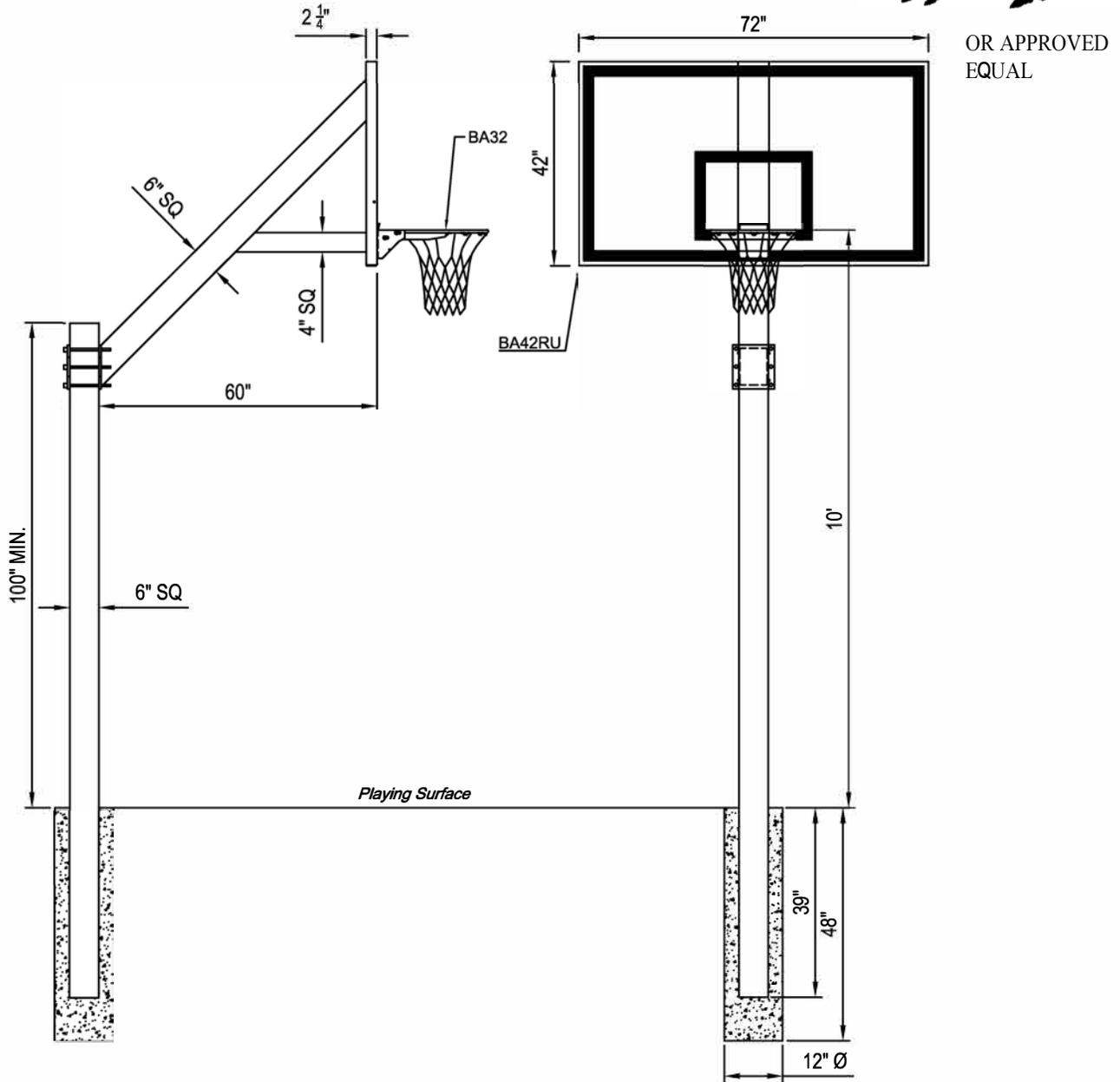


DEMOLISH EXISTING BASKETBALL HOOP STRUCTURE, BACKBOARD AND FOUNDATION (4EA) AND DISPOSE. REPLACE WITH NEW POLYCARBONATE BASKETBALL PLAYGROUND SYSTEM PER SPECIFICATIONS (4EA).



# PRODUCT SPECIFICATION

BA873U-BK ULTIMATE™ POLYCARBONATE PLAYGROUND BASKETBALL SYSTEM



Pole shall be constructed of 6" square, 3/16" wall structural steel tube suitable for a 39" in-ground installation. 45° extension arm shall be 6" square, 3/16" wall structural tube with a 4" square, 1/8" wall steel tube horizontal support and 1/4" thick steel backboard support plate. Pole shall be designed so that rim mounts directly to pole to minimize stress on the backboard. Extension arm shall be mounted by means of 6 each 5/8" grade 8 bolts. Pole system shall provide a minimum setback from the front of pole to front of backboard of 60". Entire pole system shall have a textured black polyester powder coated finish and carry an unconditional lifetime functional warranty. Vertical pole shall be capped to keep out rain. Backboard shall be 42" x 72" official size 1/2" clear unbreakable polycarbonate with a limited lifetime warranty. Polycarbonate shall be framed with aluminum extensions and have a white border and shooter's square. Rim shall be the flexible type with official 5/8" diameter ring and one-piece net attachment. Rim shall have a 1-year limited warranty and an orange powder coated finish. Installation to be completed in accordance to manufacturer's instructions. Do not scale drawings. Entire system weight shall be 480#.



1-800-527-7510

or approved equal

## WARRANTY AND MAINTENANCE SHEET

Before attempting assembly, examine the enclosed drawings; identify the various parts and their corresponding part numbers. Compare the parts and quantities with packing list, noting any discrepancies. The assembly drawings were designed to provide you with an easy to understand picture of the bleacher assembly. Should you have any difficulties in assembly, contact our customer service department at 1-800-527-7510.

### IMPORTANT NOTICE

These bleachers have been designed and manufactured to meet NFPA National Fire Protection Association and CPSC Consumer Product Safety Commission Standards for Safety. However, since local codes may vary, the purchaser of the product must be responsible for compliance with local or state codes pertaining to this product. The manufacturer, distributor, or any of their representatives assume no liability for code compliance.

### SURFACE PREPARATION

**ALL** bleachers **MUST** be installed on a solid, smooth and level surface. Manufacturer will not be responsible for any damage resulting from the use of this product on any irregular surface conditions. **ALL** bleachers with a top row seat over 30" from ground level **MUST** be anchored to a concrete pad or footer. Most local codes require permanent anchoring to concrete to meet wind load requirements. Please check your local codes. Bleachers with a top row seat less than 30" from ground level may remain portable however manufacturer strongly recommends attaching weather treated lumber Groundsills. Groundsills should be at least 2" x 6" lumber and attached with  $\frac{3}{8}$ " x 1  $\frac{1}{2}$ " lag screws (not provided).

### STORAGE

Assembled units shall be stored in usable position only, not tilted back on column. The manufacturer will not be responsible for damage or personal injury resulting from product being stored in any other position.

### MAINTAINANCE

In order to assure continued spectator safety and comfort, an annual inspection of these bleachers is required. No warranties, specified or implied, will be honored on this product unless replacement parts are purchased from original manufacturer and unless inspection and maintainance records have been kept by the Owner. This annual inspection shall include, but is not limited to the following:

1. Bolt tightness (Bolts, nuts, set screws, etc).
2. Vertical and horizontal alignment of all component parts.
3. Any broken or damaged parts, whether from normal use or abuse.
4. End cap fit and condition (snug fit, unbroken condition).
5. Visual inspection of any and all welded connections.
6. Insure that the base angle is in full and continuous contact with supporting surface, i.e., turf, concrete, asphalt or grade.

### WARRANTY

All bleachers shall carry, after proper assembly and under normal use for the type of structure, a five (5) year warranty against all defects in materials and workmanship. In addition, all aluminum plank extrusions shall be covered by a one (1) year warranty against deterioration of anodized finish or loss of structural strength due specifically to constant exposure to changing weather and environmental conditions. Acts of vandalism or abuse shall render the conditions of these warranties null and void

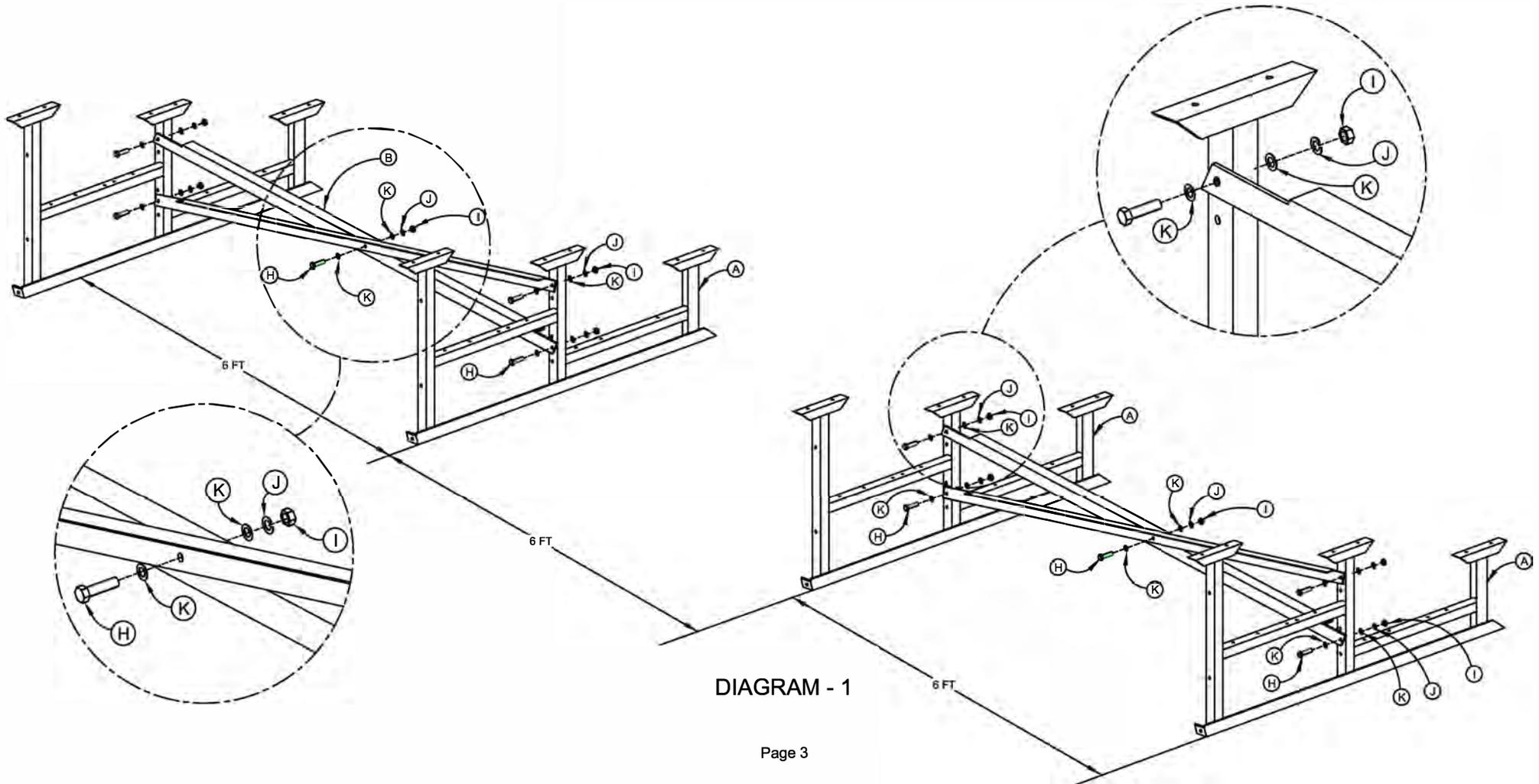
**3 ROW - 42 SEAT - 21' STANDARD  
BLEACHER ASSEMBLY**

- STEP 1)** Unpack all parts. Check all parts with parts list to verify you have everything and that no damage has occurred during shipping.
- STEP 2)** Attach the four cross braces(*item B*) to the Bleacher Frames (*item A*) using Hex Bolts, Flat Washers, Lock Washers and Hex Nuts (*items H, I, J, K,*) as shown in diagram-1. ***Tighten bolts securely.***
- STEP 3)** Now attach all the Bolt Clips (*item E*) to the Bleacher Frame using Carriage Bolts and Locking Flange Nuts (*item F, G*) ; leave the nuts loose at this time. See diagram-2.
- STEP 4)** Lay the Foot Planks (*item D shiny finish*) and the Seat Planks (*item C dull finish*) in place with the Bolt Clips in the channels of the Planks as shown in diagram-2.
- STEP 5)** Working along each Plank, lift and twist each Bolt Clip so it is in the locking position clamping the Plank to the Frame. Be sure the overhang of the Planks is even on each side (approximately 17") and that the Bleacher Frame is square. You are now ready to tighten all the Bolt Clips. See diagram-2.
- STEP 6)** Now attach Poly End Caps (*item M*) using Self Drilling Screws (*item L*). First tap End Caps on end of each Plank with rubber mallet then using a Drill with a Phillips tip drive Screws into aluminum planks as shown in diagram-2.

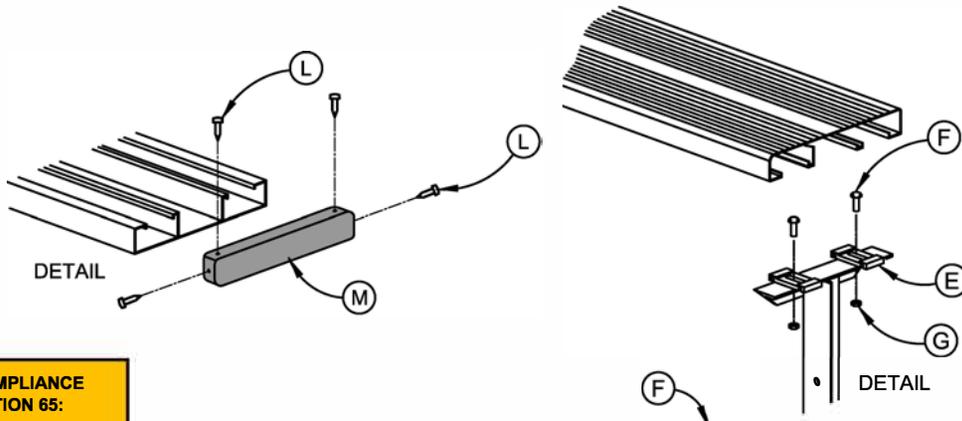
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>QTY</b>
A	3 ROW BLEACHER FRAME	4 EA
B	DIAGONAL CROSS BRACING 73 7/8"	4 EA
C	SEAT PLANK 21' anodized dull finish	3 EA
D	FOOT PLANK 21' mill shiny finish	2 EA
E	BOLT CLIP	40 EA
F	CARRIAGE BOLT 5/16" X 1 1/4"	40 EA
G	LOCKING FLANGE NUT 5/16"	40 EA
H	HEX BOLT 3/8" X 1 1/4"	10 EA
I	HEX NUT 3/8"	10 EA
J	SPLIT LOCK WASHER 3/8"	10 EA
K	FLAT WASHER 3/8"	20 EA
L	SELF DRILLING SCREW #8	40 EA
M	POLY END CAP	10 EA

NOTICE: Purchaser of this product must be responsible for compliance with any local or state codes pertaining to this product. Manufacturer, Distributor or any of the representatives will assume no liability for code compliance.

**3 ROW - 42 SEAT - 21' STANDARD BLEACHER**



# 3 ROW - 42 SEAT - 21' STANDARD BLEACHER



**WARNING**

FOR THE SAFETY OF THE USER AND THE CONTINUED SAFE PERFORMANCE FROM THIS EQUIPMENT, INSPECTION AND MAINTENANCE MUST BE PERFORMED REGULARLY. DO NOT USE THIS EQUIPMENT IF DAMAGE HAS OCCURRED.

PLACE WARNING DECAL ON BACK OF THE TOP SEATING PLANK.

THIS WARNING IS GIVEN IN COMPLIANCE WITH CALIFORNIA PROPOSITION 65:

**WARNING**

This product may contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.

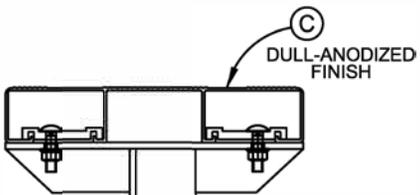
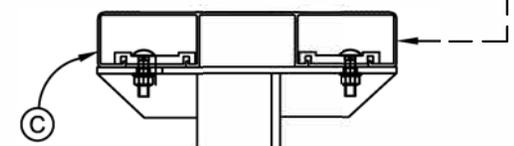
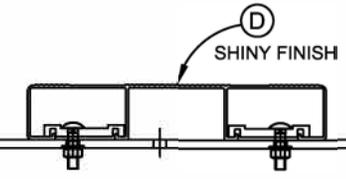
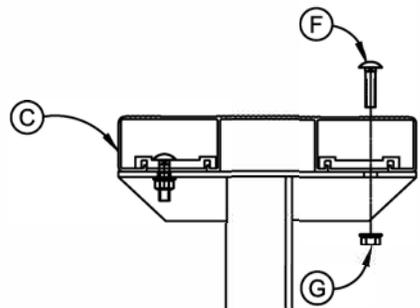
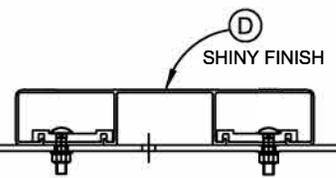
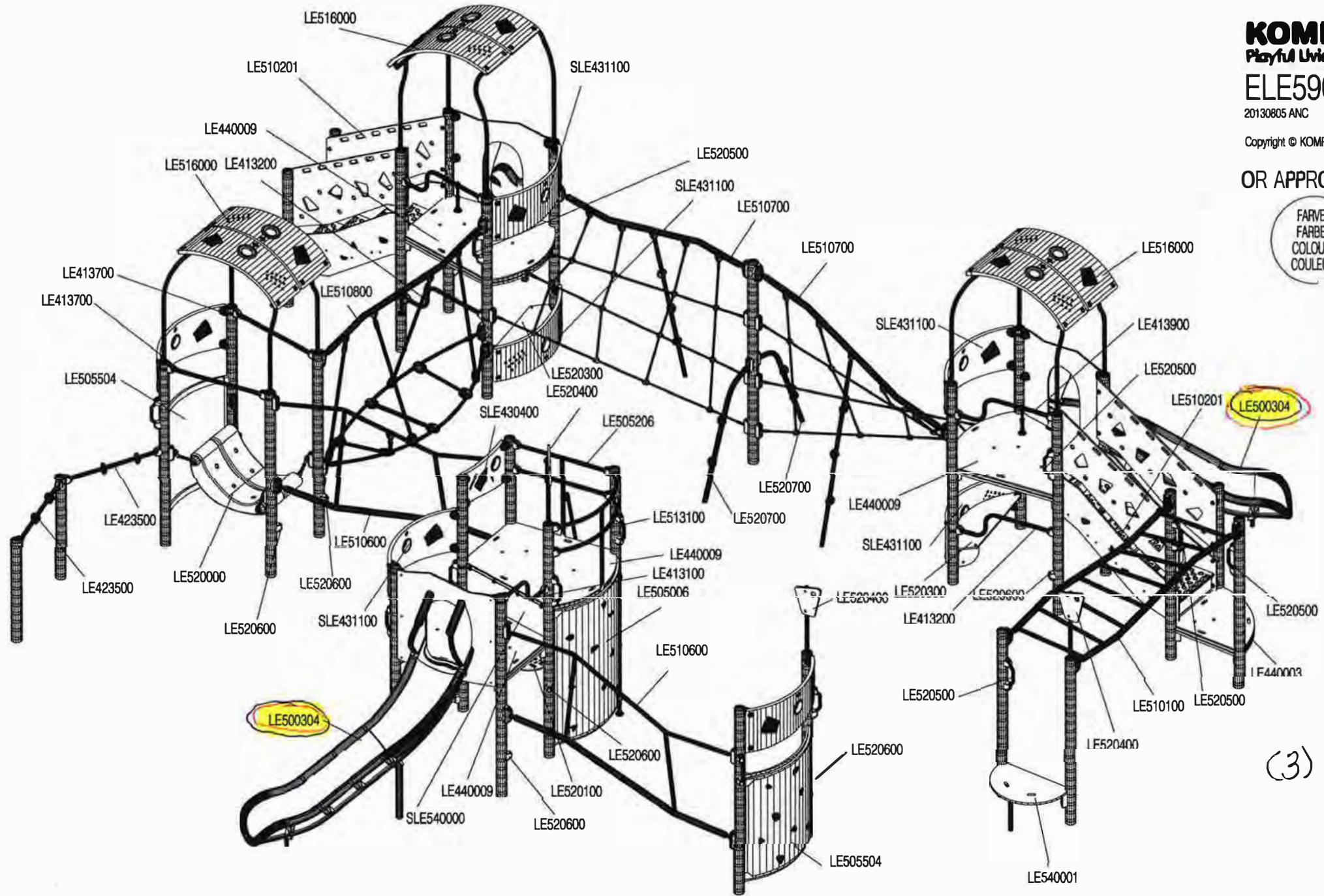


DIAGRAM - 2

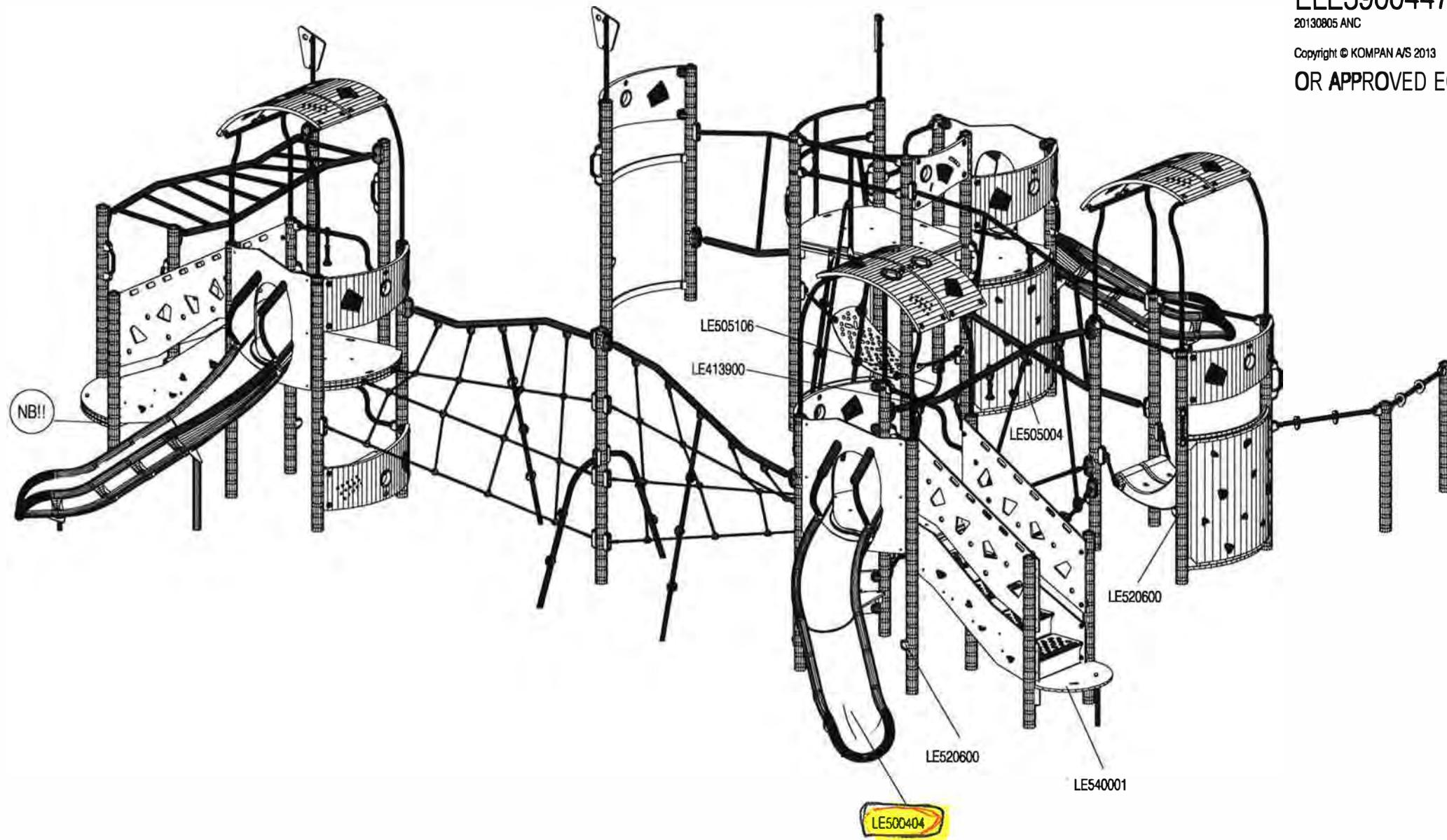


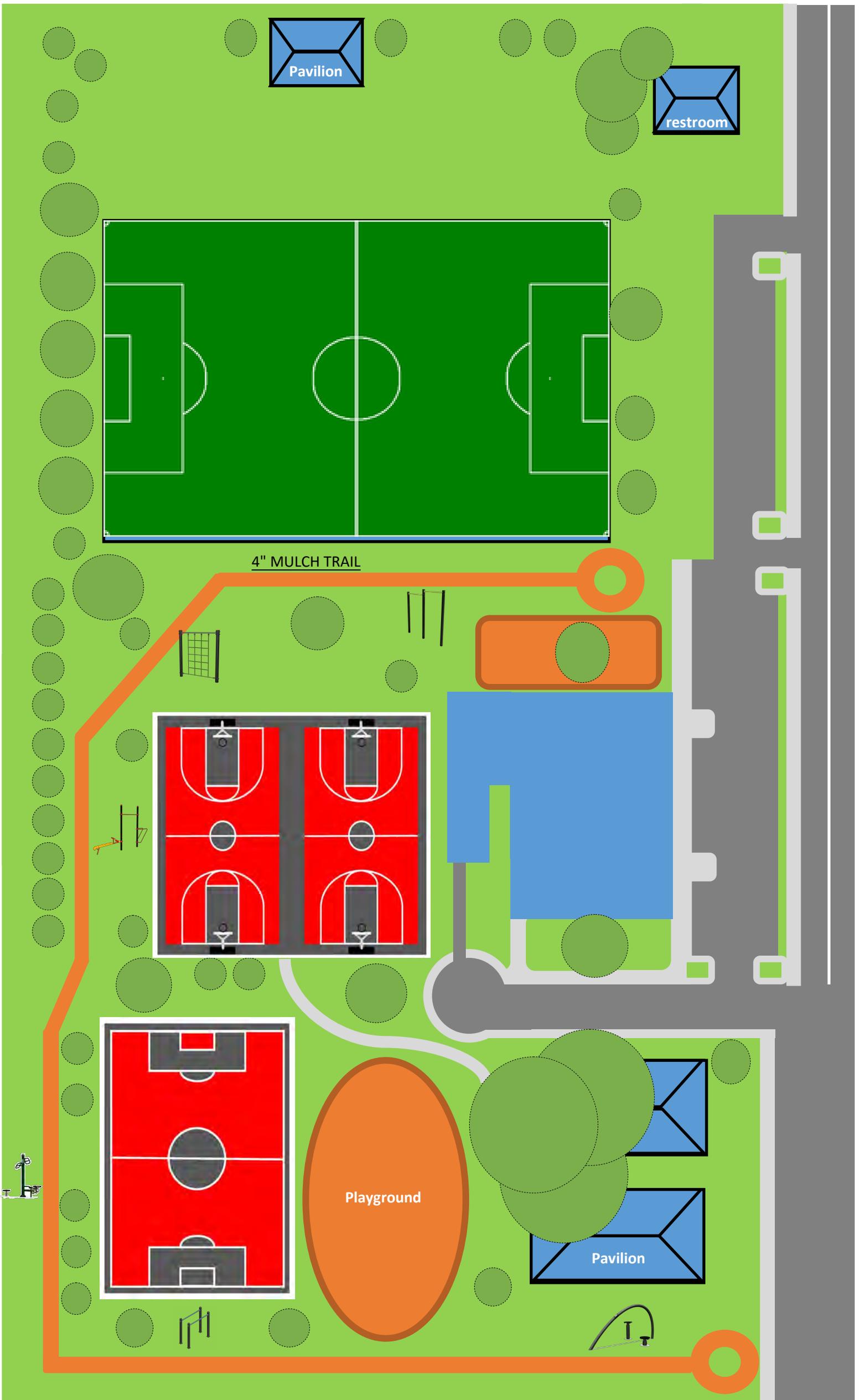
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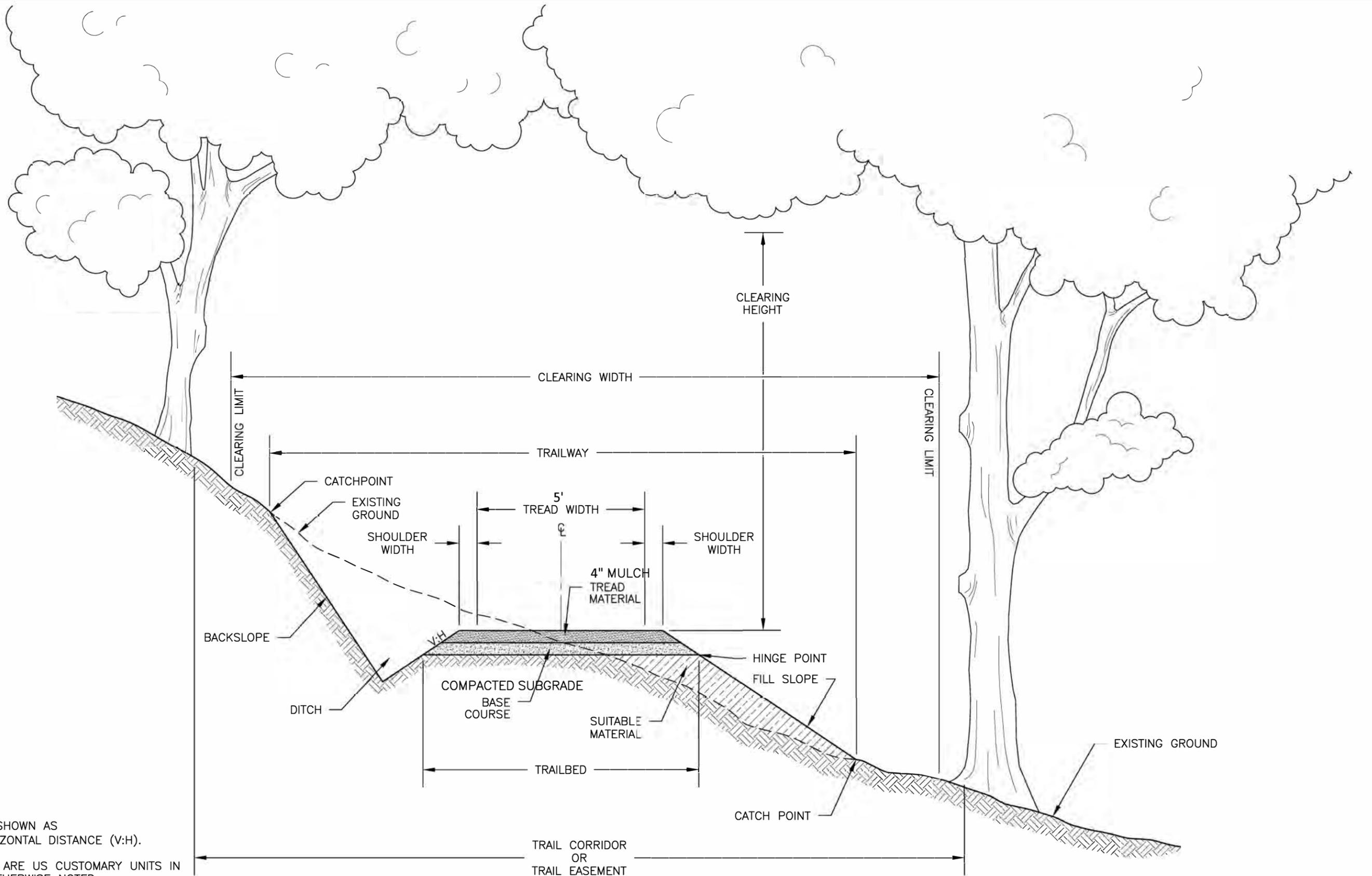
FARVE  
FARBE  
COLOUR  
COULEUR



(3) SLIDES  
2 LE500304  
1 LE500404







NOTES:  
 ALL SLOPES ARE SHOWN AS VERTICAL-TO-HORIZONTAL DISTANCE (V:H).  
 ALL UNITS SHOWN ARE US CUSTOMARY UNITS IN INCHES UNLESS OTHERWISE NOTED.

CITY OF LAKE WORTH BEACH  
**STANDARD TRAIL PLAN**

PROJECT NAME & LOCATION  
**HOWARD PARK PLAYGROUND**

**STANDARD TRAIL TERMS**  
 SECTION **MULCH TRAILWAY** TYPICAL ID

REVISION DATE  
**XX/XX/XX**  
**NOT TO SCALE**

DRAWING NO.  
**01** OF  
 SHEET





HOWARD PARK PLAYGROUND - PAVILION



SAWCUT CLEAN AT GRADE AND DEMOLISH EXISTING 6'  
PRIVACY CONCRETE BLOCK WALLS AND HAULOFF



Pressure clean and prepare concrete floor of pavilion for coating.  
Apply epoxy coating - Sherwin Williams Armorseal 1000 HS or approved equal(1,125 SF)



# ArmorSeal Heavy Duty Floor Coatings

# ARMORSEAL® 1000 HS

PART A  
PART B

B67-2000  
B67V2002

SERIES  
HARDENER

Revised: July 9, 2018

## PRODUCT INFORMATION

8.22

### PRODUCT DESCRIPTION

**ARMORSEAL 1000 HS** is a high solids, heavy duty, two-component, catalyzed, polyamide epoxy coating formulated for demanding marine and industrial requirements. Dries rapidly to a tough, high gloss finish with excellent resistance to alkalies, abrasion, corrosion, and chemical attack.

- Chemical Resistant
- Impact Resistant
- Abrasion Resistant
- Outstanding application properties

### PRODUCT CHARACTERISTICS

<b>Finish:</b>	Gloss
<b>Color:</b>	Clear, Haze Gray, Deck Gray, White, Sandstone, Tile Red, Safety Yellow, and a wide range of tinted colors
<b>Volume Solids, mixed:</b>	colors - 65% ± 2% may vary by color clear - 61% ± 2%
<b>Weight Solids, mixed:</b>	74% ± 2%, may vary by color
<b>VOC (EPA Method 24), mixed, may vary by color:</b>	Unreduced: <340 g/L; 2.8 lb/gal clear <400 g/L; 3.33 lb/gal
<b>Mix Ratio:</b>	1:1 by volume

### Recommended Spreading Rate per coat:

	Minimum	Maximum
<b>Wet mils (microns)</b>	<b>5.0 (125)</b>	<b>8.0 (200)</b>
<b>Dry mils (microns)</b>	<b>3.0 (75)</b>	<b>5.0 (125)</b>
<b>~Coverage sq ft/gal (m<sup>2</sup>/L)</b>	<b>206 (5.0)</b>	<b>350 (8.6)</b>
Theoretical coverage sq ft/gal (m <sup>2</sup> /L) @ 1 mil / 25 microns dft	<b>1040 (25.5)</b>	

*NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.*

### Drying Schedule @ 6.0 mils (150 microns):

	@ 50°F/10°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
<b>To touch:</b>	4 hours	2 hours	30 minutes
<b>To recoat:</b>			
<b>minimum:</b>	24 hours	8 hours	4 hours
<b>maximum:</b>	7 days	7 days	7 days
<b>Foot traffic:</b>	48 hours	24 hours	12 hours
<b>Heavy traffic:</b>	4-5 days	48-72 hours	24-36 hours
<b>To cure:</b>	10 days	7 days	4 days
<i>If maximum recoat time is exceeded, abrade surface before topcoating.</i>			
<i>Drying time is temperature, humidity, and film thickness dependent.</i>			
<b>Pot Life:</b>	6 hours	4 hours	2 hours
<b>Sweat-in-Time:</b>	2 hours	30 minutes	10 minutes

<b>Shelf Life:</b>	36 months, unopened Store indoors at 40°F (4.5°C) to 100°F (38°C)
<b>Flash Point:</b>	>105°F (41°C), Seta, mixed
<b>Reducer/Clean Up:</b>	Reducer #54, R7K54

### RECOMMENDED USES

- For industrial, commercial, or marine applications where a heavy duty epoxy coating is required.
- Superior resistance to chemicals, moisture, abrasion, and impact
- Excellent resistance to alkalies, dilute acids, spillage of solvents, chemicals, jet fuel, grease, etc.
- Clear finish for interior use only
- Suitable for use in USDA inspected facilities

### PERFORMANCE CHARACTERISTICS

**Substrate\*:** Concrete

**Surface Preparation\*:** Clean, dry, sound

**System Tested\*:**

1 ct. ArmorSeal 1000 HS (reduced)

1 ct. ArmorSeal 1000 HS @ 3.0-5.0 mils (75-125 microns) dft  
\*unless otherwise noted below

Test Name	Test Method	Results
<b>Abrasion Resistance</b>	ASTM D4060, CS17 wheel, 1000 cycles, 1 Kg load	64.8 mg loss
<b>Adhesion, over concrete</b>	ASTM D4541	350 psi, 100% concrete failure
<b>Direct Impact Resistance (steel)</b>	ASTM D2794	58 in. lbs
<b>Dry Heat Resistance</b>	ASTM D2485	180°F (82°C)
<b>Flexibility (steel)</b>	ASTM D522, 180° bend, 1/8" mandrel	Passes
<b>Pencil Hardness</b>	ASTM D3363	HB
<b>Slip Resistance, Floors</b>	ASTM C1028**, .60 minimum Static Coefficient of Friction	Passes wet and dry, with and without SharkGrip Additive

\*\*Test method withdrawn in 2014 without replacement

Epoxy coatings may darken or yellow following application and curing.



# ArmorSeal Heavy Duty Floor Coatings

# ARMORSEAL® 1000 HS

PART A  
PART B

B67-2000  
B67V2002

SERIES  
HARDENER

## PRODUCT INFORMATION

Revised: July 9, 2018

8.22

### RECOMMENDED SYSTEMS

Dry Film Thickness / ct.

Mils (Microns)

#### Concrete/Wood:

1 ct. ArmorSeal 1000 HS	2.5-4.0 (63-100)
(reduced as necessary up to 1 pt/gal with R7K54)*	
1-2 cts. ArmorSeal 1000 HS	3.0-5.0 (75-125)
(with anti-slip aggregate if required)	

#### Concrete:

1 ct. ArmorSeal 33 Epoxy Primer/Sealer	8.0 (200)
1-2 cts. ArmorSeal 1000 HS	3.0-5.0 (75-125)
(with anti-slip aggregate if required)	

#### Steel:

1 ct. Recoatable Epoxy Primer	4.0-5.0 (100-125)
1-2 cts. ArmorSeal 1000 HS	3.0-5.0 (75-125)

#### Painted Surfaces in Sound Condition:

1-2 cts. ArmorSeal 1000 HS	3.0-5.0 (75-125)
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\*Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

The systems listed above are representative of the product's use, other systems may be appropriate.

### SURFACE PREPARATION

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

Refer to product Application Bulletin for detailed surface preparation information.

Minimum recommended surface preparation:

* Iron & Steel:	SSPC-SP6/NACE 3
Concrete & Masonry:	SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3
Wood, interior:	Clean, smooth, dust free
*Primer Required	

#### Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 7	4
Hand Tool Cleaning	C St 2	C St 2	SP 2	-
Pitted & Rusted	D St 2	D St 2	SP 2	-
Power Tool Cleaning	C St 3	C St 3	SP 3	-
Rusted	C St 3	C St 3	SP 3	-
Pitted & Rusted	D St 3	D St 3	SP 3	-

### TINTING

White and Ultradeep may be tinted with Maxitoner Colorants at 200% tinting strength into Part A. Five minutes minimum mixing on a mechanical shaker is required for complete mixing of color.

### APPLICATION CONDITIONS

Temperature:	50°F (10°C) minimum, 120°F (49°C) maximum (air, surface, and material) At least 5°F (2.8°C) above dew point
Relative humidity:	85% maximum

Refer to product Application Bulletin for detailed application information.

### ORDERING INFORMATION

Packaging:	1 gallon (3.78L) containers
Part A:	1 gallon (3.78L) containers
Part B:	(clear available in 5 gallon /18.9L containers)
Weight:	12.51 ± 0.2 lb/gal ; 1.5 Kg/L mixed, may vary by color

### SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

### WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.



# ArmorSeal Heavy Duty Floor Coatings

# ARMORSEAL® 1000 HS

PART A  
PART B

B67-2000  
B67V2002

SERIES  
HARDENER

Revised: July 9, 2018

## APPLICATION BULLETIN

8.22

### SURFACE PREPARATIONS

Surface must be clean, dry, and in sound condition. Remove all oil, dust, grease, dirt, loose rust, and other foreign material to ensure adequate adhesion.

#### Iron & Steel (atmospheric service)

Remove all oil and grease from surface by Solvent Cleaning per SSPC-SP1. Minimum surface preparation is Commercial Blast Cleaning per SSPC-SP6/NACE 3. For better performance, use Near White Metal Blast Cleaning per SSPC-SP10/NACE 2. Blast clean all surfaces using a sharp, angular abrasive for optimum surface profile (2 mils / 50 microns). Prime any bare steel the same day as it is cleaned or before flash rusting occurs.

#### Concrete and Masonry

For surface preparation, refer to SSPC-SP13/NACE 6, or ICRI No. 310.2R, CSP 1-3. Surfaces should be thoroughly clean and dry. Concrete and mortar must be cured at least 28 days @ 75°F (24°C). Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement and hardeners. Fill bug holes, air pockets and other voids with Steel-Seam FT910. Primer required.

#### Follow the standard methods listed below when applicable:

ASTM D4258 Standard Practice for Cleaning Concrete.  
ASTM D4259 Standard Practice for Abrading Concrete.  
ASTM D4260 Standard Practice for Etching Concrete.  
ASTM F1869 Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete.  
SSPC-SP 13/Nace 6 Surface Preparation of Concrete.  
ICRI No. 310.2R Concrete Surface Preparation.

#### Previously Painted Surfaces

If in sound condition, clean the surface of all foreign material. Smooth, hard or glossy coatings and surfaces should be dulled by abrading the surface. Apply a test area, allowing paint to dry one week before testing adhesion. If adhesion is poor, or if this product attacks the previous finish, removal of the previous coating may be necessary. If paint is peeling or badly weathered, clean surface to sound substrate and treat as a new surface as above.

#### Surface Preparation Standards

Condition of Surface	ISO 8501-1 BS7079:A1	Swedish Std. SIS055900	SSPC	NACE
White Metal	Sa 3	Sa 3	SP 5	1
Near White Metal	Sa 2.5	Sa 2.5	SP 10	2
Commercial Blast	Sa 2	Sa 2	SP 6	3
Brush-Off Blast	Sa 1	Sa 1	SP 6	4
Hand Tool Cleaning	OC St 2	OC St 2	SP 3	-
Pitted & Rusted	DC St 2	DC St 2	SP 3	-
Rusted	OC St 3	OC St 3	SP 3	-
Power Tool Cleaning	DC St 3	DC St 3	SP 3	-

### APPLICATION CONDITIONS

Temperature: 50°F (10°C) minimum, 120°F (49°C) maximum (air, surface, and material)  
At least 5°F (2.8°C) above dew point

Relative humidity: 85% maximum

### APPLICATION EQUIPMENT

The following is a guide. Changes in pressures and tip sizes may be needed for proper spray characteristics. Always purge spray equipment before use with listed reducer. Any reduction must be compliant with existing VOC regulations and compatible with the existing environmental and application conditions.

Reducer/Clean Up ..... Reducer #54, R7K54

#### Airless Spray

Pressure.....2500 psi  
Hose.....3/8" ID  
Tip .....0.015" - .021"  
Filter .....60 mesh  
Reduction.....As needed up to 10% by volume

#### Brush

Nylon/Polyester or Natural Bristle  
Reduction.....As needed up to 10% by volume

#### Roller

Cover .....3/8" woven with solvent resistant core  
Reduction.....As needed up to 10% by volume

If specific application equipment is not listed above, equivalent equipment may be substituted.



# ArmorSeal Heavy Duty Floor Coatings

# ARMORSEAL® 1000 HS

PART A  
PART B

B67-2000  
B67V2002

SERIES  
HARDENER

Revised: July 9, 2018

## APPLICATION BULLETIN

8.22

### APPLICATION PROCEDURES

Surface preparation must be completed as indicated.

Mix contents of each component thoroughly with low speed power agitation. Combine one Part A with one Part B by volume and mix for 3 minutes and until uniform. Allow the material to sweat-in as indicated. Re-stir before using.

Apply paint at the recommended film thickness and spreading rate as indicated below:

#### Recommended Spreading Rate per coat:

	Minimum	Maximum
<b>Wet mils</b> (microns)	<b>5.0</b> (125)	<b>8.0</b> (200)
<b>Dry mils</b> (microns)	<b>3.0</b> (75)	<b>5.0</b> (125)
<b>~Coverage sq ft/gal</b> (m <sup>2</sup> /L)	<b>206</b> (5.0)	<b>350</b> (8.6)
Theoretical coverage <b>sq ft/gal</b> (m <sup>2</sup> /L) @ 1 mil / 25 microns dft	<b>1040</b> (25.5)	

*NOTE: Brush or roll application may require multiple coats to achieve maximum film thickness and uniformity of appearance.*

#### Drying Schedule @ 6.0 mils (150 microns):

	@ 50°F/10°C	@ 77°F/25°C 50% RH	@ 120°F/49°C
<b>To touch:</b>	4 hours	2 hours	30 minutes
<b>To recoat:</b>			
<b>minimum:</b>	24 hours	8 hours	4 hours
<b>maximum:</b>	7 days	7 days	7 days
<b>Foot traffic:</b>	48 hours	24 hours	12 hours
<b>Heavy traffic:</b>	4-5 days	48-72 hours	24-36 hours
<b>To cure:</b>	10 days	7 days	4 days

*If maximum recoat time is exceeded, abrade surface before topcoating.  
Drying time is temperature, humidity, and film thickness dependent.*

<b>Pot Life:</b>	6 hours	4 hours	2 hours
<b>Sweat-in-Time:</b>	2 hours	30 minutes	10 minutes

Application of coating above maximum or below minimum recommended spreading rate may adversely affect coating performance.

### CLEAN UP INSTRUCTIONS

Clean spills and spatters immediately with Reducer #54, R7K54. Clean tools immediately after use with Reducer #54, R7K54. Follow manufacturer's safety recommendations when using any solvent.

### DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

### PERFORMANCE TIPS

Stripe coat all crevices, welds, and sharp angles to prevent early failure in these areas.

When using spray application, use a 50% overlap with each pass of the gun to avoid holidays, bare areas, and pinholes. If necessary, cross spray at a right angle.

Spreading rates are calculated on volume solids and do not include an application loss factor due to surface profile, roughness or porosity of the surface, skill and technique of the applicator, method of application, various surface irregularities, material lost during mixing, spillage, overthinning, climatic conditions, and excessive film build.

No reduction of material is recommended as it can affect film build, appearance, and adhesion.

Do not apply the material beyond recommended pot life.

Do not mix previously catalyzed material with new.

In order to avoid blockage of spray equipment, clean equipment before use or before periods of extended downtime with Reducer #54, R7K54

Material can not be sprayed if anti-slip aggregate is use.

Anti-slip additives, such as H&C SharkGrip®, may be added to the coating to provide some slip resistance. This product should not be used in place of a non-skid finish.

Anti-slip additive may be mixed into the final coat just prior to application. Exception: if anti-slip is desired with Clear finish, it should be hand broadcast.

Prime coat for concrete may be reduced up to 1 pint per gallon.

Clear is for interior use only.

Refer to Product Information sheet for additional performance characteristics and properties.

### SAFETY PRECAUTIONS

Refer to the MSDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

### WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS, EXPRESSED OR IMPLIED, STATUTORY, BY OPERATION OF LAW OR OTHERWISE, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



INSTALL 1/2" PLYWOOD OVER ENTIRE CEILING AREA UNDER PAVILION AND SOFFIT, LATH AND STUCCO. PAINT WITH TWO (2) COATS EXTERIOR WHITE PAINT. APPROX. 1,125 SF

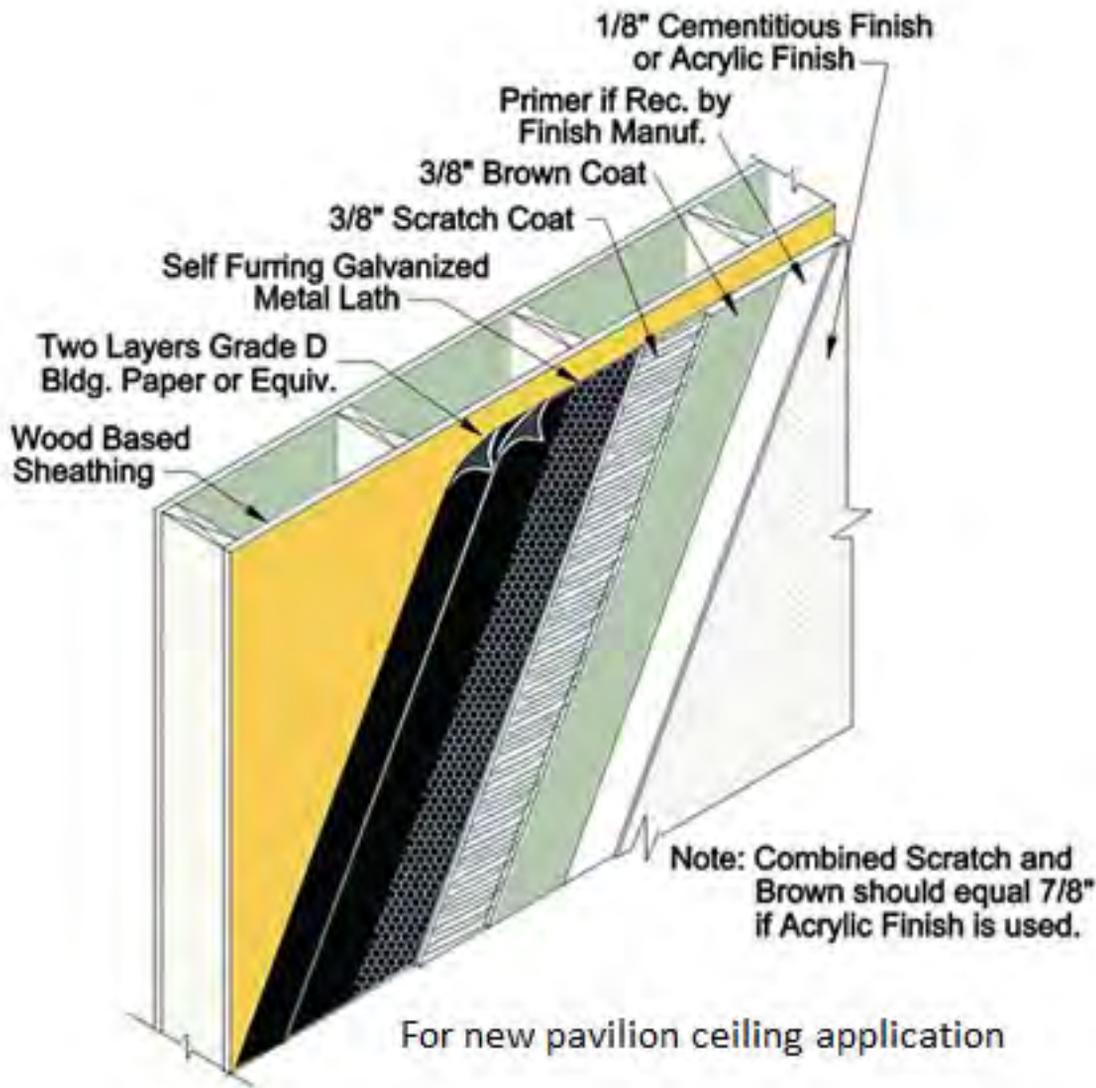




Demolish existing 4' high wall and sawcut clean at grade

Clean and prepare existing columns, concrete gable ends, and bathroom for stucco. Stucco all columns, gable ends, and bathroom building exterior. Paint with 2 coats white exterior grade paint.

Pressure clean and coat raised pavilion floor with epoxy Sherwin Williams "Armorseal 1000 HS" or approved equal





# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 20, 2021

**DEPARTMENT:** Financial Services and Water  
Utilities

**TITLE:**

Resolution Nos. 15-2021 and 16-2021 – Budget Amendment to the 5-Year CIP Plan and Utility Bond Reauthorization

**SUMMARY:**

The Utility Bond Reauthorization resolution serves to re-authorize monies within the water and sewer projects identified as part of the Utility Bond obtained in 2020, not changing the total value per fund. The resolution for Budget Amendment to the 5-Year CIP Plan serves to adjust project monies and fiscal years.

**BACKGROUND AND JUSTIFICATION:**

The Financial Services Department obtained the Consolidated Utility Revenue Bonds Series 2020 in November 2020. The Bond amounts for water and sewer utilities were based on capital improvement projects for Fiscal Year 2020 and 2021. The timing of projects, bid pricing and new priorities have necessitated a reallocation of funding needed per project. The Water utilities Department has shifted projects and monies to make the actual bid and project costs work within the bottom-line water and sewer fund totals of the Bond. Per the advice of the bond counsel, City staff has prepared resolutions to reallocate and reauthorize bond funds, from like projects to like projects within the water and sewer funds. Also included is a Budget Amendment that reflects the shifting of projects and funding associated.

**MOTION:**

Move to approve/disapprove Resolution Nos. 15-2021 and 16-2021 – Budget Amendment to the 5-year CIP Plan and Utility Bond Reauthorization.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 15-2021  
Resolution 16-2021  
Capital Improvement Project Request Sheets

## FISCAL IMPACT ANALYSIS

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

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	\$5,938,240	0	\$600,000	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	\$5,938,240	0	\$600,000	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 Number	Account Description	Project Number	FY20 Budget	Current Balance	Budget Transfer	Agenda Expenditure	Balance
422-7022-533.63-00	Water Treatment	Various	\$2,979,391.00	\$2,323,142.16	-\$548,923.50	(\$1,604,360)	\$169,858.66
422-7034-533.63-60	Water Distribution	Various	\$3,117,075.00	\$2,449,956.54	+\$548,923.50	(\$2,998,880)	\$0
423-7221-535.63-15	Sewer Collection Pumping	Various	\$1,205,905.00	\$821,230.85		(\$526,340)	\$294,890.85
423-7231-535.63-15	Sewer Collection	Various	\$1,297,376	\$1,169,054.40		(\$808,660)	\$360,394.40
<b>TOTAL</b>						<b>\$5,938,240</b>	

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RESOLUTION NO. 15-2021, A GENERAL APPROPRIATION RESOLUTION OF THE CITY OF LAKE WORTH BEACH, FLORIDA, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, MAKING A SEPARATE BUDGET AMENDMENT TO REALLOCATE UTILITY REVENUE CAPITAL BOND FUNDING AMONG BOND FUNDED PROJECTS AND AMEND THE 5-YEAR CAPITAL IMPROVEMENT PLAN FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously adopted the Fiscal Year (FY) 2021 Annual Capital Budget pursuant to Resolution No. 37-2020 on September 24, 2020; and

WHEREAS, the City finds it is necessary and essential to amend the FY 2021 Annual Capital Budget as set forth in this resolution; and

WHEREAS, adoption of the FY 2021 Annual Capital Budget amendment set forth herein serves a valid public purpose.

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

SECTION 1: The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this resolution.

SECTION 2: As hereinafter stated in this resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2020 and ending and including September 30, 2021.

SECTION 3: The funds and available resources and revenues that are set out and attached as Exhibit "A" and incorporated herein by reference, be, and the same hereby are, reallocated and appropriated to provide monies to be used to pay the necessary capital project expenses of the respective funds and departments of the City for the fiscal year.

SECTION 4: The sums, which are set out in Exhibit "A" and herein incorporated by reference, listed as capital expenses of the respective funds and departments of the City, be, and the same hereby are, reallocated and appropriated and shall be paid out of the Consolidated Utility Revenue Bonds, Series 2020 acquired on November 19, 2020.

SECTION 5: The revenues and expenses for which appropriations are hereby made, all set forth above, shall be as set out in the Amended City of Lake Worth Beach Capital Budget for the fiscal year as attached in Exhibit "A".



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**Exhibit A**

		<b>FY2021 Adopted</b>	<b>FY2022</b>	<b>FY2023</b>	<b>FY2021 Amendment</b>	<b>Cumulative Requests</b>
<i><b>Water Fund</b></i>						
14	Clearwell Structural Improvements, Transf Pump	\$ 1,100,000			\$ (654,800)	\$ 445,200
15	Flash Mixer Structural Modification	\$ 500,000			\$ 409,160	\$ 909,160
16	S Booster Repairs- N booster	\$ 1,156,419		\$ 600,000	\$ (906,419)	\$ 850,000
19	Neighborhood Roads: District 1	\$ 1,299,200			\$ 535,010	\$ 1,834,210
20	Neighborhood Roads: District 2	\$ 190,251			\$ 906,419	\$ 1,096,670
23	Park of Commerce - Phase 1B	\$ 190,000			\$ (122,000)	\$ 68,000
	Watermain Replacement NRP Projects	\$ 167,370			\$ (167,370)	\$ -
	<b>Total Water Fund</b>	<b>\$ 4,603,240</b>	<b>\$</b>	<b>\$600,000</b>	<b>\$</b>	<b>\$ 5,203,240</b>
<i><b>Local Sewer Fund</b></i>						
35	Lift Station #13 Electrical, #14 Repairs	\$ 536,000			\$ (536,000)	\$ -
36	Lift Station #19 Rehab / Replace	\$ 150,000			\$ 50,000	\$ 200,000
42	Lake Bass Canal Aerial Forcemain Relocation	\$ 50,000			\$ (50,000)	\$ -
43	Global manhole lining	\$ 150,000			\$ 615,960	\$ 765,960
45	Park of Commerce- Phase 2	\$ 113,000			\$ (70,300)	\$ 42,700
	Lift Station 14 Improvements	\$ 336,000			\$ (9,660)	\$ 326,340
	<b>Total Local Sewer Fund</b>	<b>\$ 1,335,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,335,000</b>

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RESOLUTION NO. 16-2021, A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, A MUNICIPAL CORPORATION OF THE STATE OF FLORIDA, AUTHORIZING THE REALLOCATION OF BOND PROCEEDS

WHEREAS, the City of Lake Worth Beach, Florida (the "City") previously issued Consolidated Utility Revenue Bonds, Series 2020 on November 19, 2020 for the financing and refinancing of the acquisition, construction, and equipping of capital improvements to the City's consolidated utility system;

WHEREAS, the City desires to reallocate the bond proceeds across certain budgeted projects; and,

WHEREAS, the City finds it is necessary and essential to reallocate the bond proceeds across certain budgeted projects as set forth herein.

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

SECTION 1: The above recitals are hereby ratified and confirmed as being true and correct and are hereby incorporated into this resolution.

SECTION 2: As hereinafter stated in this resolution, the term "fiscal year" shall mean the period of time beginning October 1, 2020 and ending and including September 30, 2021.

SECTION 3: The funds and available resources and revenues that are set out and attached as Exhibit "A" and incorporated herein by reference, be, and the same hereby are, reallocated and appropriated to provide monies to be used to pay the necessary capital project expenses of the respective funds and departments of the City for the fiscal year, and such expenses shall be deemed "Costs of the Project" within the meaning of Resolution No. 45-2020 of the City, adopted October 6, 2020, as supplemented.

SECTION 4: The sums, which are set out in Exhibit "A" and herein incorporated by reference, listed as capital expenses of the respective funds and departments of the City, be, and the same hereby are, reallocated and shall be paid out of the proceeds of the Consolidated Utility Revenue Bonds, Series 2020 issued on November 19, 2020.

SECTION 5: This resolution shall become effective upon adoption.

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

46 Mayor Betty Resch  
47 Vice Mayor Herman Robinson  
48 Commissioner Sarah Malega  
49 Commissioner Christopher McVoy  
50 Commissioner Kimberly Stokes

51  
52 The Mayor thereupon declared this resolution duly passed and adopted on the  
53 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

54 LAKE WORTH BEACH CITY COMMISSION

55  
56  
57 By: \_\_\_\_\_  
58 Betty Resch, Mayor

59  
60 ATTEST:  
61  
62  
63 \_\_\_\_\_  
64 Deborah M. Andrea, CMC, City Clerk  
65

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**Exhibit A**

	Capital Project	From	To	Useful Life	Bond Amortization	Useful life >= Bond Amortization
<b><u>Water Fund</u></b>						
12	Well #17 New Construction	42,067.00		50	30	TRUE
16	S Booster Repairs – N Booster	35,970.00		50	30	TRUE
	Watermain Replacement NRP Projects	167,370.00		50	30	TRUE
23	Park of Commerce – Phase 1B	33,141.00		50	30	TRUE
18	2" Watermain Replacement – Construction – SRF Funded		278,548.00	50	30	TRUE
		-				
14	Clearwell Structural Improvements, Transfer Pump	654,800.00		30	30	TRUE
15	Flash Mixer Structural Modification		119,790.00	60	30	TRUE
19	Neighborhood Roads: District 1		535,010.00	50	30	TRUE
		-				
16	S Booster Repairs – N Booster	870,449.00		50	30	TRUE
20	Neighborhood Roads: District 2		870,449.00	50	30	TRUE
		-				
17	Lake Osborne Estates Watermain Replacement – SRF Funded	146,351.00		50	30	TRUE
23	Park of Commerce - Phase 1B	88,859.00		60	30	TRUE
15	Flash Mixer Structural Modification		235,210.00	50	30	TRUE
		-				
	Fund Total	2,039,007.00	2,039,007.00			
<b><u>Local Sewer Fund</u></b>						
42	Lake Bass Canal Aerial Forcemain Relocation	50,000.00		40	30	TRUE
36	Lift Station #19 Rehab / Replace		50,000.00	30	30	TRUE
		-				
43	Global manhole lining	536,000.00		30	30	TRUE
45	Park of Commerce- Phase 2	70,300.00		50	30	TRUE
	Lift Station 14 Improvements	9,660.00		50	30	TRUE
43	Global manhole lining		615,960.00	30	30	TRUE
		-				
	Fund Total	665,960.00	665,960.00			
	Total Request	2,704,967.00	2,704,967.00			

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# Capital Improvement Program (CIP) Project Request Form

(For Projects / Items Costing Over \$50,000)

**Department**  
Water Utilities

**Project Duration**  
FY17 - FY21

**Life Expectancy**  
40 Years

**Priority**  
3

**Project Title**

Neighborhood Roads Dist 1 & 2 Water Main Replacement Projects

**Relevant Graphic Details**

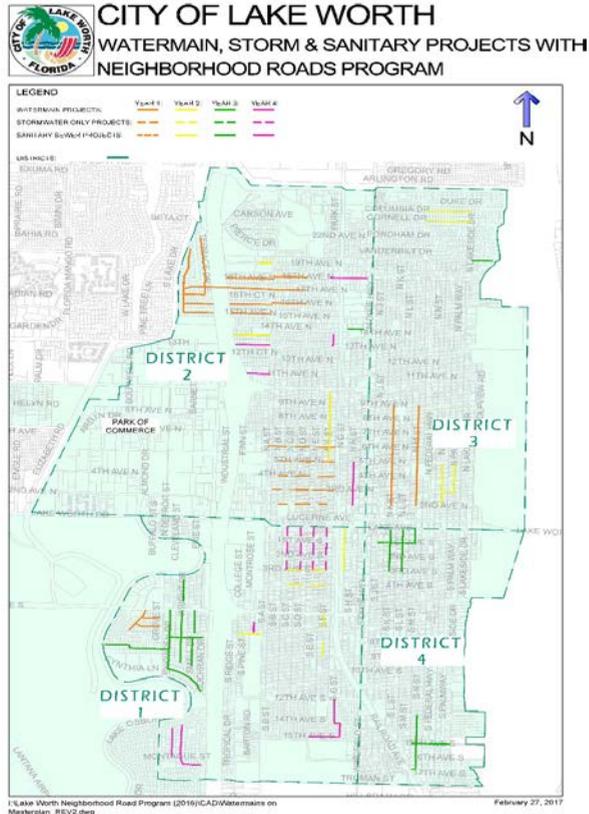
Check out <http://lakeworthroads.com/master-plan> to see a visual map

**Project Location**

City-Wide

**Project Description/Justification**

These projects, which place value on a vital part of the City's infrastructure, have been coordinated with the City's Public Services Department and the Neighborhood Road Program. The Departments were able to establish a construction sequence by meshing the Utilities fire protection plan and proposed sewer rehabilitation project schedule with the Public Services Stormwater Masterplan and Roadway & Sidewalk Masterplan. Watermain installations identified in the plan were prioritized based on the number of properties affected based on the following criteria: properties without sufficient fire hydrant coverage (properties at a distance greater than 300 ft from a fire hydrant) and properties without sufficient fire protection, (where minimum fireflow pressure did not meet the Palm Beach County Fire Rescue requirements).



**Strategic Goals Relevance/Categorical Criteria**

Healthy, Safety, Environment

**Project's Return on Investment**

Resilience and redundancy of the water distribution system.

**FISCAL DETAILS**

Account Number	Discription	2021 Amount
422-7034-533.63-60	Improve Other than Build / Mains	\$ 2,930,892
	<b>Total Expenditures</b>	<b>\$ 2,930,892</b>

**Operating Cost Impact**

Reduction in repair and replacement of water main breaks.

**Project's Impact on Other Departments**

This project includes work for the Water, Sewer, Stormwater, and Public Works Departments and is a collaborative effort.

Expenditures	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
<b>Capital Costs</b>							
Project Development							-
Design	\$ 1,178,635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,178,635
Permitting	-	-	-	-	-	-	-
Land/ROW Acquisition	-	-	-	-	-	-	-
Construction	10,607,713	2,930,892	-	-	-	-	13,538,605
Equipment	-	-	-	-	-	-	-
Testing	-	-	-	-	-	-	-

Expenditures	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
Neighborhood Road Program - Dist 1	5,233,757	1,834,222		-	-	-	7,067,979
Neighborhood Road Program - Dist 2	3,569,116	1,096,670		-	-	-	4,665,786
Neighborhood Road Program - Dist 3	2,014,375	-	-	-	-	-	2,014,375
Neighborhood Road Program - Dist 4	969,100		-	-	-	-	969,100
Total Expenditures	\$ 11,786,348	\$ 2,930,892	\$ -	\$ -	\$ -	\$ -	\$ 14,717,240

**Operating Costs**

On-Going Operations	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	-
Personnel Costs	-	-	-	-	-	-	-
Other (SPECIFY)	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 11,786,348</b>	<b>\$ 2,930,892</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,717,240</b>

Off-Set Categories	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
New Revenues	-	-	-	-	-	-	-
Other (Specify)	-	-	-	-	-	-	-
<b>Total Off-Sets</b>	<b>\$ -</b>						

**NET COST**

<b>NET COST</b>	<b>\$ 11,786,348</b>	<b>\$ 2,930,892</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,717,240</b>
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Funding Sources	Prior Years	FY20	FY21	FY22	FY23	FY24	TOTAL
Water fund	\$ 11,786,348	\$ 2,930,892	\$ -	\$ -	\$ -	\$ -	\$ 14,717,240
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 11,786,348</b>	<b>\$ 2,930,892</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 14,717,240</b>

**This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.**

**Net Operational Impact:**

A. Revenues Generated:		B. Expenses Incurred:	
A.1- Revenue #1	-	B.1- Personnel:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-
A.3- Revenue #3	-	B.3- Contract Services:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-
B.5- Utilities:	-	B.6- Materials/Supplies:	-
B.7- Equipment:	-	B.8- Miscellaneous:	-
<b>Revenue Totals (A.1 -to- A.4)</b>	<b>\$ -</b>	<b>Expense Totals (B.1 -to- B.8)</b>	<b>\$ -</b>



# Capital Improvement Program (CIP) Project Request Form (For Projects / Items Costing Over \$50,000)

<b>Department</b>	<b>Project Duration</b>	<b>Life Expectancy</b>	<b>Priority</b>
Water Distribution	FY19-21	30	1

**Project Title**

Park of Commerce - Phase 1B

**Project Location**

Boutwell Road from Lake Worth Road to 10th Ave N

**Project Description/Justification**

Phase 1A is currently under construction over FY2018 and FY2019. Phase 1B includes work water, stormwater, and roadway work along 7th and 4th Aves North. The water portion of work includes extension of the existing 12" watermain on 7th Ave N west to Keller Canal where it crosses the canal and connects to an existing 6" watermain, approximately 1500 ft.

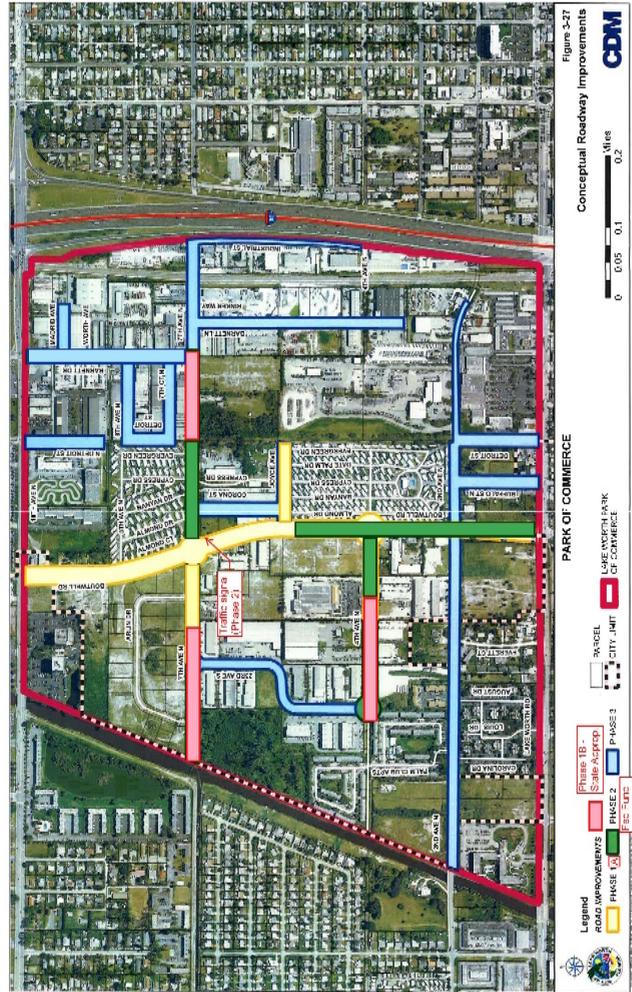
**Strategic Goals Relevance/Categorical Criteria**

Regulatory & Compliance

**Project's Return on Investment**

A value added asset to the corridor for new business and looped connection to the western service area of Palm Springs that is served by Lake Worth water.

**Relevant Graphic Details (GIS or photo inserted)**



**FISCAL DETAILS**

	Description		<b>2021</b>
422-7034-533.63-15	Water		68,000
	<b>Total Expenditures</b>	<b>\$</b>	<b>68,000</b>

**Operating Cost Impact**

This project is not expected to have any major impacts to operating costs.

**Project's Impact on Other Departments**

This project includes work for the Electric, Water, Sewer, Stormwater, and Public Services Departments and is a collaborative effort.

Expenditures	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
<b>Capital Costs</b>							
Project Development							-
Design	20,000						20,000
Permitting							-
Land/ROW Acquisition							-
Construction		68,000					68,000
Equipment							-
Testing							-
<b>Operating Costs</b>							
On-Going Operations							-
Maintenance							-
Personnel Costs							-
Other (SPECIFY)							-
<b>Total Expenditures</b>	\$ 20,000	\$ 68,000	\$ -	\$ -	\$ -	\$ -	\$ 88,000
<b>Off-Set Categories</b>							
New Revenues							-
Other (SPECIFY)							-
<b>Total Off-Sets</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>NET COST</b>	\$ 20,000	\$ 68,000	\$ -	\$ -	\$ -	\$ -	\$ 88,000

Funding Sources	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
Stormwater Fund		68,000	-				
TPA/LAP Grant							
<b>Total Funding Sources</b>	\$ -	\$ 68,000	\$ -	\$ -	\$ -	\$ -	\$ -

**This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.**

**Net Operational Impact:**

A. Revenues Generated:		B. Expenses Incurred:			
A.1- Revenue #1	-	B.1- Personnel:	-	B.5- Utilities:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-	B.6- Materials/Supplies:	-
A.3- Revenue #3	-	B.3- Contract Services:	-	B.7- Equipment:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-	B.8- Miscellaneous:	-
<b>Revenue Totals (A.1 -to- A.4)</b>	-	<b>Expense Totals (B.1 -to- B.8)</b>			-



# Capital Improvement Program (CIP) Project Request Form

(For Projects / Items Costing Over \$50,000)

**Department**  
Water Utilities

**Project Duration**  
FY17 - FY21

**Life Expectancy**  
40 Years

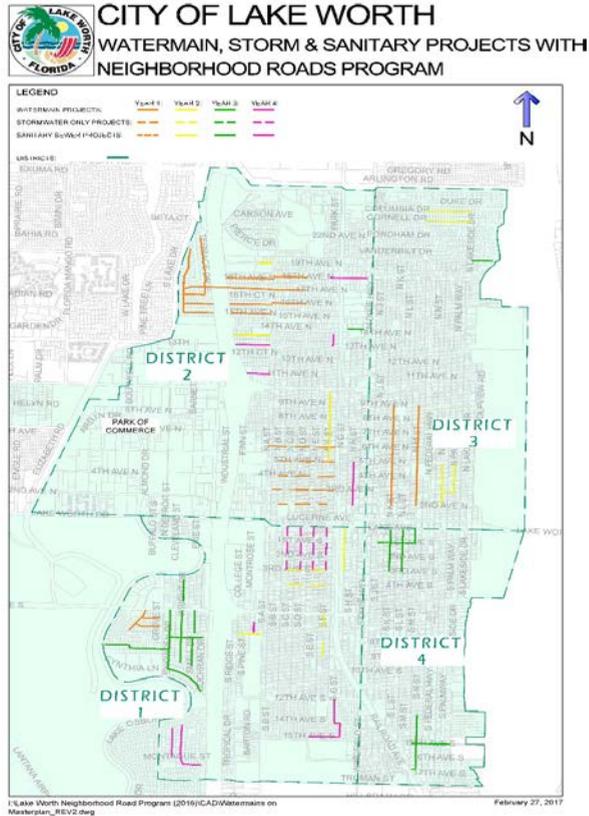
**Priority**  
3

**Project Title**  
Water Main Replacement NRP Projects

**Relevant Graphic Details**  
Check out <http://lakeworthroads.com/master-plan> to see a visual map

**Project Location**  
City-Wide

**Project Description/Justification**  
These projects, which place value on a vital part of the City's infrastructure, have been coordinated with the City's Public Services Department and the Neighborhood Road Program. The Departments were able to establish a construction sequence by meshing the Utilities fire protection plan and proposed sewer rehabilitation project schedule with the Public Services Stormwater Masterplan and Roadway & Sidewalk Masterplan. Watermain installations identified in the plan were prioritized based on the number of properties affected based on the following criteria: properties without sufficient fire hydrant coverage (properties at a distance greater than 300 ft from a fire hydrant) and properties without sufficient fire protection, (where minimum fireflow pressure did not meet the Palm Beach County Fire Rescue requirements).



**Strategic Goals Relevance/Categorical Criteria**  
Healthy, Safety, Environment

**Project's Return on Investment**  
Resilience and redundancy of the water distribution system.

**FISCAL DETAILS**

Account Number	Discription	2021 Amount
422-7034-533.63-60	Improve Other than Build / Mains	\$ -
	<b>Total Expenditures</b>	<b>\$ -</b>

**Operating Cost Impact**

Reduction in repair and replacement of water main breaks.

**Project's Impact on Other Departments**

This project includes work for the Water, Sewer, Stormwater, and Public Works Departments and is a collaborative effort.

Expenditures	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
<b>Capital Costs</b>							
Project Development							-
Design	\$ 1,178,635	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,178,635
Permitting	-	-	-	-	-	-	-
Land/ROW Acquisition	-	-	-	-	-	-	-
Construction	10,607,713	-	-	-	-	-	10,607,713
Equipment	-	-	-	-	-	-	-
Testing	-	-	-	-	-	-	-

Expenditures	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
Neighborhood Road Program - Dist 1	5,233,757	-	-	-	-	-	5,233,757
Neighborhood Road Program - Dist 2	3,569,116	-	-	-	-	-	3,569,116
Neighborhood Road Program - Dist 3	2,014,375	-	-	-	-	-	2,014,375
Neighborhood Road Program - Dist 4	969,100	-	-	-	-	-	969,100
Total Expenditures	\$ 11,786,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,786,348

**Operating Costs**

On-Going Operations	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	-
Personnel Costs	-	-	-	-	-	-	-
Other (SPECIFY)	-	-	-	-	-	-	-
<b>Total Expenditures</b>	\$ 11,786,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,786,348

Off-Set Categories	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
New Revenues	-	-	-	-	-	-	-
Other (Specify)	-	-	-	-	-	-	-
<b>Total Off-Sets</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

**NET COST**

<b>NET COST</b>	\$ 11,786,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,786,348
-----------------	---------------	------	------	------	------	------	---------------

Funding Sources	Prior Years	FY20	FY21	FY22	FY23	FY24	TOTAL
Water fund	\$ 11,786,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,786,348
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	\$ 11,786,348	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,786,348

**This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.**

**Net Operational Impact:**

A. Revenues Generated:		B. Expenses Incurred:	
A.1- Revenue #1	-	B.1- Personnel:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-
A.3- Revenue #3	-	B.3- Contract Services:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-
<b>Revenue Totals (A.1 -to- A.4)</b>	-	<b>Expense Totals (B.1 -to- B.8)</b>	\$ -



**Capital Improvement Program (CIP)  
Project Request Form  
(For Projects / Items Costing Over \$50,000)**

<b>Department</b>	<b>Project Duration</b>	<b>Life Expectancy</b>	<b>Priority</b>
Water Treatment	FY19-21	50	3

**Project Title**

Clearwell Structural Improvements, Transfer Pump & Local Ground Storage Tank Repairs

**Relevant Graphic Details**



**Project Location**

Water Treatment Plant

**Project Description/Justification**

This project has provided important structural repairs to the East Clearwell in FY2018. The continued project includes North Clearwell concrete and structural repairs to the walls and roof with a focus on the southeast corner where the Local Ground Storage Tank transfer pump is located. A reinforced concrete equipment pad is proposed for the future transfer pump and replacement of the existing transfer pump as a future phase of this project. Also part of this future phase is the pump, motor and piping replacement of the existing transfer pump and new pump, as well as, control panel. Repairs to the 50+ year old Ground Storage Tank (GST) at the Water Plant are included with this project as it will be down at the time the North Clearwell is down.

**Strategic Goals Relevance/Categorical Criteria**

Health, Safety, Environment

**Project's Return on Investment**

Redundancy and longer life of water treatment plant

**FISCAL DETAILS**

		<b>2020</b>	
<b>Account Number</b>	<b>Discription</b>		<b>Amount</b>
422-7022-533.63-00	Improve Other than Build / Infrastructure	\$	445,200
	<b>Total Expenditures</b>	\$	<b>445,200</b>

**Operating Cost Impact**

This project will prolong life of the east and north clearwells and reduce maintenance and downtime of the clearwells.

**Project's Impact on Other Departments**

No impact on other Departments.

Expenditures	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
<b>Capital Costs</b>							
Project Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	-	-	-	-	-	-	-
Permitting	-	-	-	-	-	-	-
Land/ROW Acquisition	-	-	-	-	-	-	-
Construction	230,000	445,200	-	-	-	-	675,200
Equipment	-	-	-	-	-	-	-
Testing	-	-	-	-	-	-	-
<b>Operating Costs</b>							
On-Going Operations	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	-
Personnel Costs	-	-	-	-	-	-	-
Other (SPECIFY)	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 230,000</b>	<b>\$ 445,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 675,200</b>
<b>Off-Set Categories</b>							
	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
New Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specify)	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>Account Number</b>	<b>Improve Other than Build / Infrastructure</b>		<b>Amount</b>				
<b>Total Off-Sets</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>NET COST</b>	<b>\$ 230,000</b>	<b>\$ 445,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 675,200</b>
<b>Funding Sources</b>							
	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
422-7022-533-63-00	\$ 230,000	\$ 445,200	\$ -	\$ -	\$ -	\$ -	\$ 675,200
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 230,000</b>	<b>\$ 445,200</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 675,200</b>

**This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.**

**Net Operational Impact:**

<b>A. Revenues Generated:</b>		<b>B. Expenses Incurred:</b>	
A.1- Revenue #1	-	B.1- Personnel:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-
A.3- Revenue #3	-	B.3- Contract Services:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-
<b>Revenue Totals (A.1 -to- A.4)</b>	<b>-</b>	<b>Expense Totals (B.1 -to- B.8)</b>	<b>\$ -</b>



**Capital Improvement Program (CIP)  
Project Request Form  
(For Projects / Items Costing Over \$50,000)**

<b>Department</b>	<b>Project Duration</b>	<b>Life Expectancy</b>	<b>Priority</b>
Water Treatment	FY21-22	50	3

**Project Title**

Flash Mixer Structural Modification

**Relevant Graphic Details (GIS or photo inserted)**

**Project Location**

Water Treatment Plant

**Project Description/Justification**

This project will provide important structural upgrades to the deteriorating flash mixer in the Lime softening plant. A 16-inch bypass line will be installed as part of the project, since the existing mixer will need to be bypassed to continue operations during the repair. The Flash Mix Chamber repairs will include major concrete repair, grate replacement, and lining and sealing the chamber walls. The Flash Mixer chamber lining shall meet all of the requirements of NSF, ANSI 61 and DEP, and shall restore the structural integrity, while extending the longevity of the chamber. After screening out debris and testing the raw water, water treatment really begins at the flash mix chamber. Here, lime, chlorine and coagulation aid are added to the water. In the flash mixer, the water is agitated violently for a short period of time before being released into the two settling basins. The Flash Mixer is in need of critical repairs to extend its useful life, and continue operating. This process is vital to the operations of the Lime Softening plant, as there is not currently a redundant unit, or even a bypass around the current unit.



**Strategic Goals Relevance/Categorical Criteria**

Health, Safety, Environment

**Project's Return on Investment**

Redundancy and longer life of water treatment plant

**FISCAL DETAILS**

422-7022-533.63-00	Account Description	2021 909,160
	<b>Total Expenditures</b>	<b>\$ 909,160</b>

**Operating Cost Impact**

This project will reduce operation and maintenance time spent on the existing mixer.

**Project's Impact on Other Departments**

No impact on other Departments.

<b>Expenditures</b>	<b>Prior Years</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>TOTAL</b>
<b>Capital Costs</b>							
Project Development							-
Design	21,000						21,000
Permitting							-
Land/ROW Acquisition							-
Construction		909,160					909,160
Equipment							-
Testing							-
<b>Operating Costs</b>							
On-Going Operations							-
Maintenance							-
Personnel Costs							-
Other (SPECIFY)							-
<b>Total Expenditures</b>	<b>\$ 21,000</b>	<b>\$ 909,160</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 930,160</b>
<b>Off-Set Categories</b>							
	<b>Prior Years</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>TOTAL</b>
New Revenues							-
Other (Specify)							-
<b>Total Off-Sets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>NET COST</b>	<b>\$ 21,000</b>	<b>\$ 909,160</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 930,160</b>
<b>Funding Sources</b>							
	<b>Prior Years</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>TOTAL</b>
Water Fund	21,000	909,160	-				930,160
<b>Total Funding Sources</b>	<b>\$ 21,000</b>	<b>\$ 909,160</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 930,160</b>

**This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.**

**Net Operational Impact:**

<b>A. Revenues Generated:</b>	<b>B. Expenses Incurred:</b>				
A.1- Revenue #1	-	B.1- Personnel:	-	B.5- Utilities:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-	B.6- Materials/Supplies:	-
A.3- Revenue #3	-	B.3- Contract Services:	-	B.7- Equipment:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-	B.8- Miscellaneous:	-
<b>Revenue Totals (A.1 -to- A.4)</b>	<b>-</b>	<b>Expense Totals (B.1 -to- B.8)</b>			<b>-</b>



# Capital Improvement Program (CIP) Project Request Form

(For Projects / Items Costing Over \$50,000)

<b>Department</b>	<b>Project Duration</b>	<b>Life Expectancy</b>	<b>Priority</b>
Water Treatment	FY23	50	3

**Project Title**  
South Booster Station Repairs

**Project Location**  
South Booster Station, 15th Ave S and S E Street

**Project Description/Justification**  
This project will provide important structural repairs to the South Booster Station, both the ground storage tank and the building that houses the pumps. The project includes concrete and structural repairs to the walls and roof of the ground storage tank. Repairs were recently done to the North Booster Station and ground storage tank there. Both tanks are around the same age and maintenance is necessary to keep them in service providing backup storage for fire protection and high demands. THIS project will also include addition of a mixer to provide greater mixing in the tank and prevent nitrification.

**Relevant Graphic Details**



**Strategic Goals Relevance/Categorical Criteria**  
Health, Safety, Environment

**Project's Return on Investment**  
Redundancy and longer life of water system

<b>FISCAL DETAILS</b>		<b>2021</b>
<b>Account Number</b>	<b>Description</b>	<b>Amount</b>
422-7022-533.63-00	Improve Other than Build / Infrastructure	\$ 250,000
	<b>Total Expenditures</b>	<b>\$ 250,000</b>

**Operating Cost Impact**

This project will prolong life of the south booster station and ground storage tank and reduce downtime.

**Project's Impact on Other Departments**

No impact on other Departments.

<b>Expenditures</b>	<b>Prior Years</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>TOTAL</b>
<b>Capital Costs</b>							
Project Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	-	-	-	-	-	-	-
Permitting	-	-	-	-	-	-	-
Land/ROW Acquisition	-	-	-	-	-	-	-
Construction	-	250,000	-	600,000	-	-	850,000
Equipment	-	-	-	-	-	-	-
Testing	-	-	-	-	-	-	-
<b>Operating Costs</b>							
On-Going Operations	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	-
Personnel Costs	-	-	-	-	-	-	-
Other (SPECIFY)	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	\$ -	\$ 250,000	\$ -	\$ 600,000	\$ -	\$ -	\$ 850,000
<b>Off-Set Categories</b>							
New Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specify)	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>Total Off-Sets</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>NET COST</b>	\$ -	\$ 250,000	\$ -	\$ 600,000	\$ -	\$ -	\$ 850,000
<b>Funding Sources</b>							
Water Fund	\$ -	\$ 250,000	\$ -	\$ 600,000	\$ -	\$ -	\$ 850,000
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	\$ -	\$ 250,000	\$ -	\$ 600,000	\$ -	\$ -	\$ 850,000

**This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.**

**Net Operational Impact:**

<b>A. Revenues Generated:</b>		<b>B. Expenses Incurred:</b>	
A.1- Revenue #1	-	B.1- Personnel:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-
A.3- Revenue #3	-	B.3- Contract Services:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-
<b>Revenue Totals (A.1 -to- A.4)</b>	-	<b>Expense Totals (B.1 -to- B.8)</b>	\$ -



# Capital Improvement Program (CIP)

## Project Request Form

(For Projects / Items Costing Over \$50,000)

<b>Department</b> Sewer Utilities	<b>Project Duration</b> FY21-25	<b>Life Expectancy</b> 20 years	<b>Priority</b> 2
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**Project Title**  
Global Manhole Lining

**Project Location**  
City-wide

**Project Description/Justification**  
Manholes are designed as an access point for wastewater mains and can also be a source of infiltration and inflow (I & I). Surface water can enter through manhole covers that are subject to ponding/flooding or in sag conditions. Rehabilitation of sanitary sewer manholes to like-new condition will reduce infiltration, restore structural integrity, and decrease treatment expense by decreasing flow sent to the treatment plant. The extra volume of water that should be flowing into the storm sewer system rather than the sanitary sewer system can overload the sewage collection system pipes causing backups or spills of raw sewage. By implementing a proper I & I program the City can both decrease operating expenses associated with sanitary sewer pumping and provide extra capacity within the City's existing system without expansion.

**Strategic Goals Relevance/Categorical Criteria**  
Increase in structural integrity and decrease in flow to be collected and treated.

**Project's Return on Investment**  
Lower flows to be pumped by wastewater system resulting in lower costs

**Relevant Graphic Details (GIS or photo inserted)**



<b>FISCAL DETAILS</b>		<b>2021</b>	
423-7231-535.63-15	Improvement other than Buildings	\$	765,960
	<b>Total Expenditures</b>	<b>\$</b>	<b>765,960</b>

**Operating Cost Impact**

This project will decrease the emergency calls for collapsed manholes needing significant repairs

**Project's Impact on Other Departments**

No impact on other Departments.

<b>Expenditures</b>	<b>Prior Years</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>TOTAL</b>
<b>Capital Costs</b>							
Project Development							-
Design							-
Permitting							-
Land/ROW Acquisition							-
Construction	150,000	765,960	150,000	150,000	150,000	150,000	1,515,960
Equipment							-
Testing							-
<b>Operating Costs</b>							
On-Going Operations							-
Maintenance							-
Personnel Costs							-
Other (SPECIFY)							-
<b>Total Expenditures</b>	<b>\$ 150,000</b>	<b>\$ 765,960</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 1,515,960</b>
<b>Off-Set Categories</b>							
	<b>Prior Years</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>TOTAL</b>
New Revenues							-
Other (Specify)							-
<b>Total Off-Sets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>NET COST</b>	<b>\$ 150,000</b>	<b>\$ 765,960</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 1,515,960</b>
<b>Funding Sources</b>							
	<b>Prior Years</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>TOTAL</b>
Sewer Fund	150,000	765,960	150,000	150,000	150,000	150,000	1,515,960
<b>Total Funding Sources</b>	<b>\$ 150,000</b>	<b>\$ 765,960</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 150,000</b>	<b>\$ 1,515,960</b>

**This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.**

**Net Operational Impact:**

<b>A. Revenues Generated:</b>	<b>B. Expenses Incurred:</b>				
A.1- Revenue #1	-	B.1- Personnel:	-	B.5- Utilities:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-	B.6- Materials/Supplies:	-
A.3- Revenue #3	-	B.3- Contract Services:	-	B.7- Equipment:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-	B.8- Miscellaneous:	-
<b>Revenue Totals (A.1 -to- A.4)</b>	<b>-</b>	<b>Expense Totals (B.1 -to- B.8)</b>			<b>-</b>



# Capital Improvement Program (CIP) Project Request Form

(For Projects / Items Costing Over \$50,000)

<b>Department</b> Local Sewer	<b>Project Duration</b> FY21	<b>Life Expectancy</b> 30 years	<b>Priority</b> 2
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**Project Title**  
Lift Station 14 Upgrades

**Project Location**  
LS #14 - 1201 Rupp Lane

**Project Description/Justification**  
Lift Station #14 is in need of new piping, pumps, pump base plates, valves and appurtenances to extend it's life, as well as a new larger valve vault that can be accessed more easily. The wetwell and valve vault also need to be sandblasted and coated for lasting protection from hydrogen sulfide gasses that accumulate. Electrical improvements are also included with a new RTU, instrumentation, controls, and duplex control panel.

**Relevant Graphic Details**



**Strategic Goals Relevance/Categorical Criteria**  
Health, Safety, Environment

**Project's Return on Investment**  
Resiliency and reliability of lift station

<b>FISCAL DETAILS</b>		<b>2021</b>	
<b>Account Number</b>	<b>Description</b>	<b>\$</b>	<b>Amount</b>
423-7221-535.63-15	Improve Other than Build / Infrastructure	\$	326,340
	<b>Total Expenditures</b>	<b>\$</b>	<b>326,340</b>

**Operating Cost Impact**

This will provide a more reliable lift station with less operating and maintenance required.

**Project's Impact on Other Departments**

None

Expenditures	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
<b>Capital Costs</b>							
Project Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	30,000	-	-	-	-	-	30,000
Permitting	-	-	-	-	-	-	-
Land/ROW Acquisition	-	-	-	-	-	-	-
Construction	-	326,340	-	-	-	-	326,340
Equipment	-	-	-	-	-	-	-
Testing	-	-	-	-	-	-	-
<b>Operating Costs</b>							
On-Going Operations	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	-
Personnel Costs	-	-	-	-	-	-	-
Other (SPECIFY)	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 30,000</b>	<b>\$ 326,340</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 356,340</b>
<b>Off-Set Categories</b>							
	<b>Prior Years</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>TOTAL</b>
New Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specify)	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
<b>Total Off-Sets</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>NET COST</b>	<b>\$ 30,000</b>	<b>\$ 326,340</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 356,340</b>
<b>Funding Sources</b>							
	<b>Prior Years</b>	<b>FY21</b>	<b>FY22</b>	<b>FY23</b>	<b>FY24</b>	<b>FY25</b>	<b>TOTAL</b>
Local Sewer Fund	\$ 30,000	\$ 326,340	\$ -	\$ -	\$ -	\$ -	\$ 356,340
	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	<b>\$ 30,000</b>	<b>\$ 326,340</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 356,340</b>

**This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.**

**Net Operational Impact:**

<b>A. Revenues Generated:</b>		<b>B. Expenses Incurred:</b>	
A.1- Revenue #1	-	B.1- Personnel:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-
A.3- Revenue #3	-	B.3- Contract Services:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-
<b>Revenue Totals (A.1 -to- A.4)</b>	<b>-</b>	<b>Expense Totals (B.1 -to- B.8)</b>	<b>\$ -</b>



# Capital Improvement Program (CIP) Project Request Form

(For Projects / Items Costing Over \$50,000)

<b>Department</b> Local Sewer	<b>Project Duration</b> FY22	<b>Life Expectancy</b> 30 years	<b>Priority</b> 2
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**Project Title**  
Lift Station 19 Rehab/Replace

**Project Location**  
900 Barnett Ave

**Project Description/Justification**  
The wastewater lift station #19 wetwell, valve vault and control panel are located just off the roadway on Barnett Drive, which is a heavily traveled road. The City proposes to relocate this wastewater lift station further out of the roadway to prevent accidents crashing into the control panel or RTU and causing the station to lose controls or power and potentially cause a sewer overflow spill. The station was built in 1989 and is in dire need of upgrades to continue functioning as it should.

**Relevant Graphic Details**



**Strategic Goals Relevance/Categorical Criteria**  
Health, Safety, Environment

**Project's Return on Investment**  
Resiliency and reliability of lift station

<b>FISCAL DETAILS</b>		<b>2021</b>	
<b>Account Number</b>	<b>Description</b>	<b>\$</b>	<b>Amount</b>
423-7221-535.63-15	Improve Other than Build / Infrastructure	\$	200,000
	<b>Total Expenditures</b>	<b>\$</b>	<b>200,000</b>

**Operating Cost Impact**

This will provide a more reliable lift station with less operating and maintenance required.

**Project's Impact on Other Departments**

None

Expenditures	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
<b>Capital Costs</b>							
Project Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	-	40,000	-	-	-	-	40,000
Permitting	-	-	-	-	-	-	-
Land/ROW Acquisition	-	-	-	-	-	-	-
Construction	-	160,000	-	-	-	-	160,000
Equipment	-	-	-	-	-	-	-
Testing	-	-	-	-	-	-	-
<b>Operating Costs</b>							
On-Going Operations	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	-
Personnel Costs	-	-	-	-	-	-	-
Other (SPECIFY)	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>Total Expenditures</b>	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
<b>Off-Set Categories</b>							
New Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specify)	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>Total Off-Sets</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>NET COST</b>	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
<b>Funding Sources</b>							
Local Sewer Fund	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	\$ -	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000

**This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.**

**Net Operational Impact:**

A. Revenues Generated:		B. Expenses Incurred:			
A.1- Revenue #1	-	B.1- Personnel:	-	B.5- Utilities:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-	B.6- Materials/Supplies:	-
A.3- Revenue #3	-	B.3- Contract Services:	-	B.7- Equipment:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-	B.8- Miscellaneous:	-
<b>Revenue Totals (A.1 -to- A.4)</b>	-	<b>Expense Totals (B.1 -to- B.8)</b>			\$ -



# Capital Improvement Program (CIP)

## Project Request Form

(For Projects / Items Costing Over \$50,000)

<b>Department</b>	<b>Project Duration</b>	<b>Life Expectancy</b>	<b>Priority</b>
Local Sewer	FY19-21	30	1

**Project Title**

Park of Commerce - Phase 2

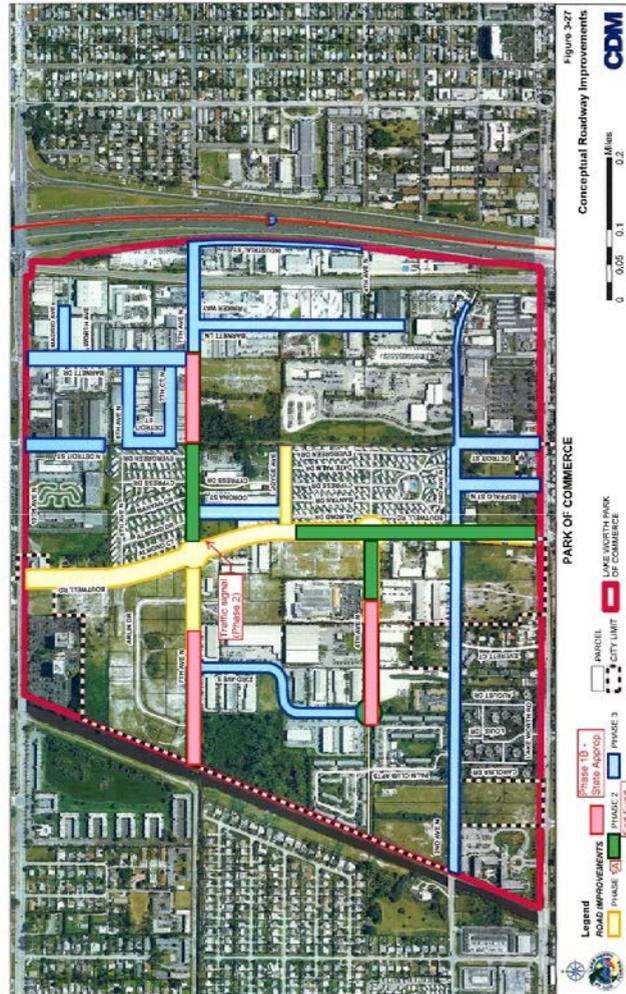
**Relevant Graphic Details**

**Project Location**

Boutwell Road from Lake Worth Road to 10th Ave N

**Project Description/Justification**

Phase 1A was completed in FY2020. Phase 1B is currently under construction in FY20-21. Phase 2 includes water, sewer, stormwater, electric, and roadway work along 7th and 4th Aves North and Boutwell Road from Joyce Ave to Lake Worth Road. The sanitary sewer portion of work includes new forcemain replacing the existing along 4th Avenue North within the Park of Commerce.



**Strategic Goals Relevance/Categorical Criteria**

Regulatory & Compliance

**Project's Return on Investment**

A value added asset to the corridor for new business.

**FISCAL DETAILS**

Account Number	Description	2021 Amount
423-7231-535.63-15	Improve Other than Build / Infrastructure	42,700
	<b>Total Expenditures</b>	<b>42,700</b>

**Operating Cost Impact**

This project is not expected to have any major impacts to operating costs.

**Project's Impact on Other Departments**

This project includes work for the Electric, Water, Sewer, Stormwater, and Public Services Departments and is a collaborative effort.

Expenditures	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
<b>Capital Costs</b>							
Project Development	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design	2,800	-	-	-	-	-	2,800
Permitting	-	-	-	-	-	-	-
Land/ROW Acquisition	-	-	-	-	-	-	-
Construction	22,000	42,700	-	-	-	-	64,700
Equipment	-	-	-	-	-	-	-
Testing	-	-	-	-	-	-	-

**Operating Costs**

On-Going Operations	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	-
Personnel Costs	-	-	-	-	-	-	-
Other (SPECIFY)	-	-	-	-	-	-	-
	-	-	-	-	-	-	-

<b>Total Expenditures</b>	\$ 24,800	\$ 42,700	\$ -	\$ -	\$ -	\$ -	\$ 67,500
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Off-Set Categories	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
New Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (SPECIFY)	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
<b>Total Off-Sets</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

<b>NET COST</b>	\$ 24,800	\$ 42,700	\$ -	\$ -	\$ -	\$ -	\$ 67,500
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Funding Sources	Prior Years	FY21	FY22	FY23	FY24	FY25	TOTAL
Sewer Fund	\$ 24,800	\$ 42,700	\$ -	\$ -	\$ -	\$ -	67,500
TPA/LAP Grant	-	-	-	-	-	-	-
	-	-	-	-	-	-	-
<b>Total Funding Sources</b>	\$ 24,800	\$ 42,700	\$ -	\$ -	\$ -	\$ -	\$ 67,500

**This section must be completed for all applicable projects. Please list future revenues and expenses once project is completed and fully operational.**

**Net Operational Impact:**

A. Revenues Generated:		B. Expenses Incurred:	
A.1- Revenue #1	-	B.1- Personnel:	-
A.2- Revenue #2	-	B.2- Debt Service Costs:	-
A.3- Revenue #3	-	B.3- Contract Services:	-
A.4- Revenue #4	-	B.4- Fixed Costs:	-
B.5- Utilities:	-	B.6- Materials/Supplies:	-
B.7- Equipment:	-	B.8- Miscellaneous:	-
<b>Revenue Totals (A.1 -to- A.4)</b>	-	<b>Expense Totals (B.1 -to- B.8)</b>	\$ -

# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 20, 2021

**DEPARTMENT:** Commission

**TITLE:**

Recruitment and Hiring Process for new City Manager

**SUMMARY:**

Staff is seeking direction on how to proceed with the recruitment and hiring of the next City Manager. In order to provide the Commission with a process that best suits their goals, staff is providing two options generally used by cities for this important task.

**BACKGROUND AND JUSTIFICATION:**

City Manager Michael Bornstein submitted his letter of resignation on April 6, 2021, which started a 60 day resignation period per his contract that ends on June 6<sup>th</sup>. The selection of the next City Manager will require a thorough process that can be accomplished through one of the following methods:

1. **Inhouse, HR Department** - The HR Director and staff facilitates developing a recruitment piece incorporating the Commission's direction on the traits, capabilities, and experience levels of potential applicants. The job is then advertised on various job boards such as the National League of Cities, the International City Managers Association, and the Florida City County Managers Association. The applicants are vetted, reviewed, with a finalist list chosen for interviews with the Mayor and Commission. The candidates can also be part of public meeting, a reception to meet the citizens, and an introduction to the staff ending with a final choice and contract negotiation.
2. **Professional Recruiting Firm** – Several firms specialize in recruiting City Managers, offering their own take on the process. They generally are in touch with many experienced Managers who are seeking positions and have a robust vetting process based on the Commission's criteria. They basically handle most of the above process for a fee.

Cities have used each of these options with varying results and costs.

**MOTION:**

Move to approve/disapprove moving forward with In House/Private Professional Recruiting Firm and bring back an agenda item for selection and authorization at the next meeting.

**ATTACHMENT(S):**

Fiscal Impact Analysis – N/A



**PROPOSAL TO PROVIDE EXECUTIVE SEARCH SERVICES  
FOR CITY MANAGER FOR LAKE WORTH BEACH, FL**

**Volume I: Proposal**

***Colin Baenziger & Associates***

**Project Manager and Contact Person:**

Colin Baenziger (561) 707-3537  
Colin Baenziger & Associates  
2055 South Atlantic Avenue • Suite 504  
Daytona Beach Shores, FL 32118  
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# PROPOSAL TO PROVIDE EXECUTIVE SEARCH FIRM SERVICES

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April 14, 2021

The Honorable Mayor Betty Resch, and Commissioners Sarah Malega, Christopher McVoy,  
Herman Robinson, and Kim Stokes  
c/o Ms. Loren Slaydon, Human Resources Director  
City of Lake Worth Beach  
7 North Dixie Highway  
Lake Worth Beach, FL 33460

The Honorable Mayor Resch, and Commissioners Malega, McVoy, Robinson, and Stokes:

Colin Baenziger & Associates (CB&A) would like to thank you for the opportunity to submit this proposal to assist in finding your next City Manager. While selecting key personnel is never easy, CB&A has developed a problem-free process that has been tested nationwide and found to be extremely effective.

While CB&A is a nationwide municipal recruiting firm, our home base is Florida. In fact, we have been selected to perform 117 of the last 172 recruitments where a Florida city or county has chosen to use a recruiter to find its Manager / Administrator. We pride ourselves on providing not just high-quality results, but, equally important, providing a great deal of personal attention to each of our local government clients and candidates. To conduct a proper recruitment, we feel the project manager must do more than just drop by occasionally. He/she must get to know the elected officials and the community firsthand. That effort takes time, but it is the only way to ensure the candidates we recommend are well qualified and fit well with you and your community. As a result, we only take a few clients at a time and focus on completing each assignment in an exemplary manner. Further, we routinely complete our work in ninety days. This timeframe includes preparation of recruitment and advertising materials, candidate outreach, candidate screening, finalist interviewing, and selection. Finally, we offer one of the better warranties in the industry.

Some of our Florida searches include City Managers for Aventura, Bay Harbor Islands, Destin, Fort Myers, Fruitland Park, Gainesville, Hallandale Beach, Lady Lake, Lake Worth (before it was Lake Worth Beach), Melbourne, Miramar, Mount Dora, Ocala, Orange City, Palm Beach Gardens, Palm Coast, St. Pete Beach, Tavares, Treasure Island, and West Melbourne. Nationally we have

found City Managers for Ankeny, IA; Bellevue, WA; Fayetteville, NC; Portland, ME; Roanoke, VA; Scottsdale, AZ; Tacoma, WA; and Winchester, VA. We have also found the Borough Manager for Matanuska-Susitna Borough, Alaska (a county the size of West Virginia) as well as County Managers for Brevard County, FL; Clackamas County, OR; Clay County, FL; El Paso County, TX; James City County, VA; Polk County, IA; St. Lucie County, FL; St. Johns County, FL; and Union County, NC.

Some of our current searches include City Managers / Administrators for Bradenton, FL, Islamorada, FL, and Mascotte, FL, and an Executive Director for the Cape Fear Public Utility Authority, Wilmington, NC.

Those authorized to bind the company are myself, Colin Baenziger, and Lynelle Klein, Vice President for Operations.

We look forward to formally presenting our credentials and working with you in the near future. If you have any questions, please feel free to contact me at (561) 707-3537.

Sincerely,



---

Colin Baenziger  
Principal / Owner

*...Serving Our Clients with a Personal Touch...*

# ***I. Qualifications and Experience of the Firm***

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## ***The Firm, Its Philosophy, & Its Experience***

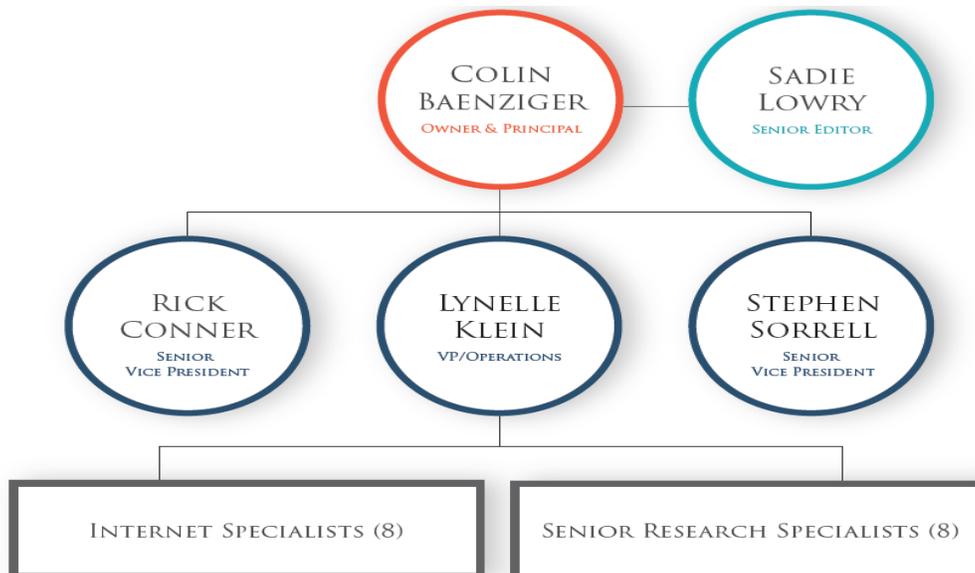
Colin Baenziger & Associates (CB&A) is a nationally recognized executive recruiting firm established in 1997 and owned and operated by Colin Baenziger. We are a sole proprietorship headquartered in Volusia County, FL with a satellite office in Redmond, WA. As a sole proprietorship, we are not registered with any state as a corporation, foreign or otherwise.

Colin Baenziger & Associates' outstanding reputation is derived from our commitment to the quality of our product and the timeliness of the delivery. Our work is not done until you are fully satisfied. That means we go the extra mile and, at times, expend more effort and energy than originally anticipated in our action plan. When we do so, we do not ask for more than the originally quoted price. We feel you are hiring us as your experts and once a contract is signed, we have an obligation to fulfill its requirements with excellence, on time, and within budget, regardless of the circumstances.

Since beginning our search practice in 1998, we have conducted searches for clients in thirty-four states. Overall, we have sought over 225 CEOs for cities, counties, and special districts. We have also conducted over 150 local government searches for assistant managers and department heads. The basic approach outlined herein has been refined to the point where it is problem-free.

## ***Technical Capabilities and Organizational Structure***

Colin Baenziger & Associates has developed its business model over the past 23 years, and it has proved to be extremely effective. Our work has focused primarily on Executive Search and Organizational Reviews. Our staff is extremely experienced and capable. See Section III for more details. The structure of our firm is outlined below.



## ***I. Qualifications and Experience of the Firm (continued)***

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### ***Completion of Projects within Budget***

Colin Baenziger & Associates is proud of its record of completing searches within budget. Once we quote a price to the client, that price is what the client will pay, no matter how difficult the search is or what unforeseen circumstances may develop. ***We have never requested anything beyond the originally quoted price, even when we were probably entitled to do so.***

### ***Completion of Projects on Schedule***

Colin Baenziger & Associates routinely completes its assignments within ninety days. Further, since CB&A began performing recruitments, ***it has never missed a significant project milestone.***

### ***Diversity***

CB&A has extensive contacts with individuals and organizations representing women and minorities. We are thus able to identify and bring a diverse group of finalists to the City. The proof is that from the beginning of 2009, 29% of our placements have been females and/or minorities with the high in any given year being 47%.

### ***Prior Names and Litigation***

Colin Baenziger & Associates has always operated under its current name and has never been involved in any litigation, except to testify as an expert witness on behalf of one of the parties. Our performance has never been questioned nor have we or any of our clients been involved in any legal action as a result of our work.

### ***Insurance***

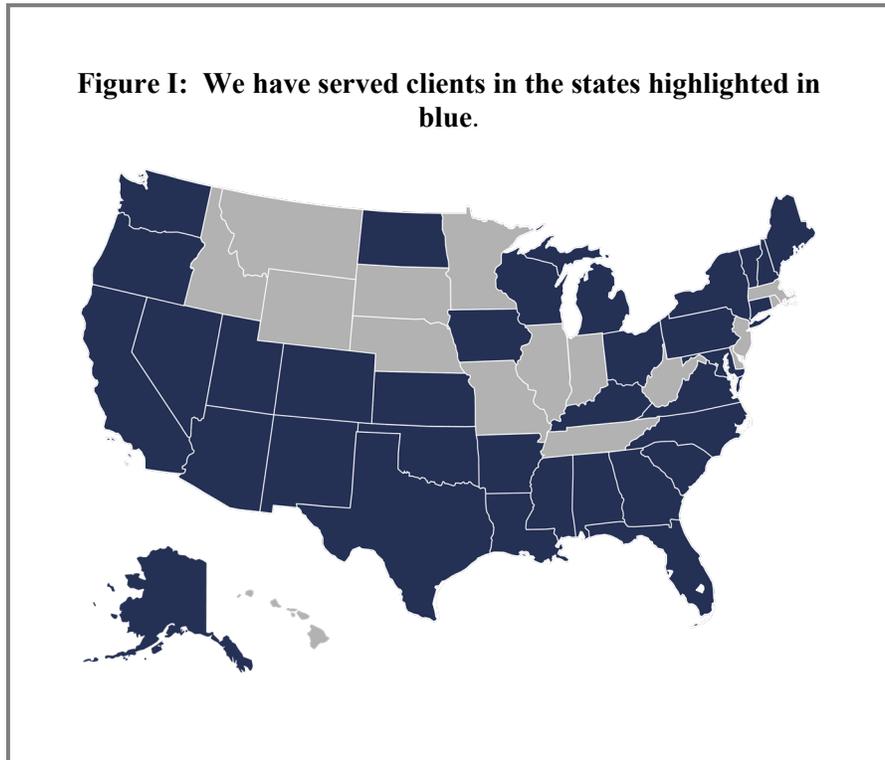
To protect our clients, Colin Baenziger & Associates maintains the following insurance coverages: (1) general liability insurance of \$1 million combined single limit per occurrence for bodily injury, personal injury, and property damages, (2) automobile liability insurance of \$1 million per accident, and (3) professional liability insurance of \$1 million per occurrence. As a small firm, predominantly utilizing independent contractors, we are not typically subject to the requirements for workers compensation and employer liability insurance. If required by the client, and if it is available to us, we will obtain these two coverages prior to contract execution.

## ***I. Qualifications and Experience of the Firm*** *(continued)*

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### ***Geographic Reach***

Since initiating its search function in 1998, CB&A has become a nationwide recruiting firm. See Figure I below. A complete list of our searches can be found in Appendix A.





## ***II. Proposed Work Plan***

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The following search methodology has been refined over the past twenty-three years and is virtually foolproof. We will integrate your ideas into the process. Our goal is to ensure you have the right people to interview as well as the information you need to make the right decision.

### ***Phase I: Information Gathering and Needs Assessment***

#### ***Task One: Needs Assessment***

An important part of the recruiter's work is selling the community to the very best candidates (including those who are not actively looking for the next job) while also providing an accurate portrayal of the community and the opportunity. As such, CB&A must first determine the needs of the client and the characteristics of the ideal candidate. Our approach is as follows:

- Compile background information from the jurisdiction's website and other sources;
- Interview the Commission and other key parties (such as City staff). Our goal is to develop a strong sense of your organization, its leadership, its short- and long-term expectations, and its challenges;
- Determine the characteristics of the ideal candidate. These will include experience, longevity, education, personality, demeanor, and achievements as well as other items you and the community consider important;
- Determine a reasonable compensation package; and
- Finalize the timeline with the City so candidates will know when they need to be available should they be selected as finalists.

If the City wishes, we will gladly incorporate meetings with other stakeholders (such as the business community, non-profit organizations, the religious community, and so on) to gather their insights. We can also solicit the input of your residents through an on-line survey (see Appendix D for a sample).

Note: In order to move the process along expeditiously, we will likely conduct some or all of them via video conferencing.

#### ***Task Two: Develop Position Description and Recruitment Materials***

Based on the information we gather, CB&A will next develop a comprehensive recruitment profile for your review. We will then incorporate your suggestions and finalize the document. A sample profile is included as Appendix B. Other examples can be found on our firm's website under the "Executive Recruitments" / "Active Recruitments" tabs.

## ***II. Proposed Work Plan (Continued)***

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### ***Phase II: Recruitment***

#### ***Task Three: Recruit Candidates***

CB&A uses a number of approaches to identify the right people for your position. We say people (and not person) because our goal is to provide you with six to ten outstanding semi-finalists. You then select the top three to five people to interview and ultimately choose the candidate who is the best fit with you and your community. The approaches we use are:

- ***Networking:*** The best approach is diligent outreach. We will network with our colleagues and consult our data base. Being well established in Florida, we know who to contact. As we identify outstanding candidates (many of whom are not in the market), we will approach them and request that they apply. Often excellent candidates are reluctant to respond to advertisements because doing so may alienate their current employers. When we approach them, their credentials are enhanced rather than diminished. We also use LinkedIn as a source of candidates.
- ***Advertising:*** While we will network to find the best, we will not ignore the trade press which sometimes yields strong candidates. We will contact the members of organizations such as the International City/County Management Association, Florida League of Cities, and the Florida City and County Management Association.
- ***Website:*** We will also post the recruitment on our website, [www.cb-asso.com](http://www.cb-asso.com). With our reputation, many candidates consult it regularly.
- ***Email:*** We will e-mail the recruitment profile to our listserv of almost fourteen thousand managers and professionals who are interested in local government management. One of the advantages of e-mail is that if the recipient is not interested, he/she can easily forward the recruitment profile to someone else who may be interested.

We do not use local, newspapers, national newspapers or generic websites because while they produce large numbers of applications, they generally do not produce the caliber of candidates we are seeking. If the City wants to have ads placed in these venues, it will need to bear the cost.

### ***Phase III: Screening and Finalist Selection***

#### ***Task Four: Evaluate the Candidates***

Based on our most recent recruiting efforts, we anticipate receiving resumes from sixty to one hundred applicants. We will use the information we developed in Phase I of our efforts to narrow the field. Selecting strong candidates is, in reality, more an art than a science and a mixture of in-depth research and subjective evaluation. While we consider standard ranking factors and the elements of the job, ultimately the most important factor is who we believe will be a good fit with the City and the community.

## ***II. Proposed Work Plan*** *(Continued)*

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Specifically, our efforts will involve:

**Step One. Resume Review.** CB&A will evaluate all resumes and identify the eight to fifteen candidates of the highest quality.

**Step Two. Screening Interview.** Our lead recruiter, and possibly other senior representatives of the firm, will interview each of the top candidates. Using what we learned in Phase I and our experience as managers and recruiters, as well as our unique ability to assess candidates, we will determine whether to consider them further.

**Step Three. Evaluate the Best Candidates.** We will conduct thorough research in the backgrounds of the best eight to twelve candidates. Specifically, CB&A will:

- **Ask the Candidates to Prepare a Written Introduction:** We will ask the candidates to answer a series of questions about themselves as an adjunct to their resumes and cover letters. By so doing, (1) the candidates can tell their own story and balance the negativity that is so often characteristic of the press, and (2) the City to evaluate the candidates written communication skills.
- **Interviews of References:** We tell the candidate with whom we wish to speak. These include current and former Commission Members, the municipal attorney, the external auditor, staff members, peers, news media representatives, the director of the local chamber of commerce, community activists, and others who know the candidate. We also attempt to contact some individuals who are not on the candidate's list. Typically, we reach eight to twelve people and prepare a written summary of each conversation.
- **Legal Checks:** Through our third-party vendor, American DataBank, we will conduct the following checks: criminal records at the county, state and national level; civil records for any litigation at the county and federal level; and bankruptcy and credit. As an aside, it is important to recognize that only police departments have access to the gold standard for criminal records (the NCIC data base), our vendor has developed a very reliable substitute.
- **Search the Internet, Newspaper Archives, and Social Media:** Virtually every local newspaper has an electronic archive that provides stories about perspective candidates, the issues they have dealt with, how they resolved them and the results. These articles can also provide valuable insights into the candidate's relationship with the public and the governing body. Of course, not all news sources are unbiased, and we consider that in our evaluation.
- **Verification of Education and Work History:** We will verify claimed educational degrees and work history (for the past 15 years) to assure the candidate has been totally forthright.

## ***II. Proposed Work Plan (Continued)***

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- **Candidate Disclosure Statement:** We ask candidates to disclose anything controversial in their background that we need to be aware of. While it is unlikely they will disclose anything we are not already aware of at this point, we believe redundant checks are beneficial.

As part of our efforts, we will crosscheck sources, search for discrepancies, and resolve them. When sensitive or potentially embarrassing items are discovered, they are thoroughly researched. Depending on what we discover, we may decide to drop the candidate or to present them with an explanation.

*Note: We firmly believe that all background work we have outlined above should be completed relatively early in the process. That way you will know the individuals to be interviewed are all top performers and do not have anything embarrassing in their pasts that might come to light after selection. It also means that once you have made a selection, you can move forward promptly, negotiate a contract and make an announcement.*

### ***Task Five: Preparation and Presentation of Candidate Materials***

CB&A will select six to ten finalists and present them for your review. For each of these, we will provide a complete written report which will include: the candidates' resumes, introductions, references, background checks and internet / newspaper archive search results. A complete sample candidate report is included as Appendix C. We will also provide advice on interviewing, a series of questions the elected officials may wish to ask (as well as some areas that it is not wise to get into), and some logistical information. The preceding information will be forwarded to you *electronically*.

### ***Task Six: Finalist Selection***

Approximately a week after the City has received the candidate materials, CB&A will meet with the elected officials virtually to discuss our findings and make a final determination concerning who will be invited to interview. The City will then select, ideally, five candidates to interview as well as an alternate.

### ***Task Seven: Notify All Candidates of Their Status***

We will notify the finalists by telephone and give them the opportunity to ask additional questions. We will also provide them with information concerning the interviews and travel if necessary.

CB&A will also notify those not selected for an interview via phone or email. Part of the notification will include advice concerning their application materials, even though they were not selected to go forward, they will have gained something valuable from participating in the process.

## ***II. Proposed Work Plan (Continued)***

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### ***Phase IV: Coordinate the Interview Process and City Manager Selection***

#### ***Task Eight: Coordinate the Candidate Assessment Process***

Prior to the interviews, we will recommend an interview/assessment process for the City's review including means to evaluate the candidates' communication skills, interpersonal skills, and decision-making skills. As part of the process, we suggest the Mayor and Commission observe the finalists in several settings. These would typically include a social setting, one-on-one interviews, and in a Commission meeting setting. Note: Some aspects of this process may need to be modified depending on medical recommendations at the time.

**Day #1:** The finalists are given a tour of the community by a knowledgeable staff member or resident. Cities often also include a reception with the City's senior staff at this point.

Later, that evening, the Mayor and Commission host a reception for the candidates. The purpose is to observe how the finalists respond to a social situation. Your next City Manager will, after all, represent your local government in a variety of venues. It is thus important to know how the individual will respond to the public. The reception also serves as an icebreaker whereby the Commission Members and the candidates get to know one another informally.

**Day #2:** In the morning, each candidate will interview individually with each elected official for approximately 40 minutes. These meetings provide the Mayor and Commission Members with an opportunity to assess how the candidates might interact with them on an individual basis. Ultimately, Managers succeed or fail based on their interaction with the Mayor and Commission. One-on-one interviews are an excellent way to test that interaction.

After lunch, the Mayor and Commission as a group will interview each candidate one at a time for approximately 45 minutes. Part of the interviews might include a PowerPoint presentation, so the Commission can observe the candidates' presentational skills.

We recommend you invite the finalists' spouses to the interviews, so they can become familiar and comfortable with the community.

#### ***Task Nine: Debriefing and Selection***

After the interviews are completed, we have developed a simple methodology that moves the elected body quickly and rationally to selecting your next Manager.

Once the selection has been made, CB&A will immediately notify the finalists of their status via a telephone call. Candidates are eager to know, and we feel it is important to keep them informed.

## ***II. Proposed Work Plan (Continued)***

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### ***Phase V: Negotiation and Continuing Assistance***

#### ***Task Ten: Notification, Contract Negotiations and Warranty***

If requested, we will assist in the employment agreement negotiations. Generally, a member of the elected body and the attorney conduct the actual negotiations while we provide advice and assistance concerning the compensation package and contract. We can also take the lead role in the negotiations if desired. We have a standard contract you are welcome to use with the selected candidate. Your attorney, of course, will prepare the final contract. Since the basic parameters will have been discussed with the candidates and the candidates have been thoroughly vetted, we expect prompt agreement.

#### ***Task Eleven: Continuing Assistance***

Our work is not done when the contract is executed. We will stay in touch with you and your new City Manager. Our goal is to be there to assist in resolving any issues that arise before they become intractable. In fact, at your request, we will conduct a team-building workshop, at no charge, to resolve any difficulties. We simply feel it is part of our job to assure a successful relationship.

**Communications:** We will provide weekly reports about the status of the search, in writing or by phone, depending upon your preference. At significant milestones we will make the reports in person. We are also available at any time, day or night, to address any questions you have along the way. To do so, we will provide you with our cellphone numbers and you should feel comfortable contacting us whenever you have a question whether it is directly related to the search or, for that matter, anything else related to local government. We want to be responsive and to assist in any way we can.

#### ***The City's Obligations***

The City will be responsible for providing the facilities for the interview process, coordinating lodging for candidates from outside the area, and making arrangements for the reception. The City will also be responsible for reimbursing the candidates (and spouses, if invited) for all expenses associated with their travel, meals, and incidentals for the interview process.

## ***II. Proposed Work Plan (Continued)***

---

### ***Proposed Project Schedule***

#### ***Phase I: Needs Assessment / Information Gathering***

- May 4<sup>th</sup>: CB&A begins meeting with the Commission Members and other stake holders to understand the job and its challenges.
- May 11<sup>th</sup>: CB&A submits the draft of the full recruitment profile to the City for its review.
- May 18<sup>th</sup>: City provides comments on the recruitment profile.

#### ***Phase II: Recruiting***

- May 21<sup>st</sup>: CB&A posts the full recruitment profile on its website and submits it to the appropriate publications. It is also e-mailed to almost 14,000 local government professionals.
- June 18<sup>th</sup>: Closing date for submission of applications.
- June 23<sup>rd</sup>: CB&A reports on the results of the recruitment.

#### ***Phase III: Screening, Reference Checks and Credential Verification***

- July 14<sup>th</sup>: CB&A forwards its reports and materials to the City for the recommended candidates. These will include the candidates' resumes and introduction as well as the results of our reference, background and Internet/newspaper archives checks.
- July 19<sup>th</sup>: City selects candidates to interview as finalists.

#### ***Phase IV: Interview Process Coordination and City Manager Selection***

- August 2<sup>nd</sup>: City holds reception for the finalists.
- August 3<sup>rd</sup>: One-on-one and full Commission interviews and decision.

#### ***Phase V: Negotiation, Warranty & Continuing Assistance***

- Post-Selection: CB&A works with City representatives and the selected candidate on an employment agreement.

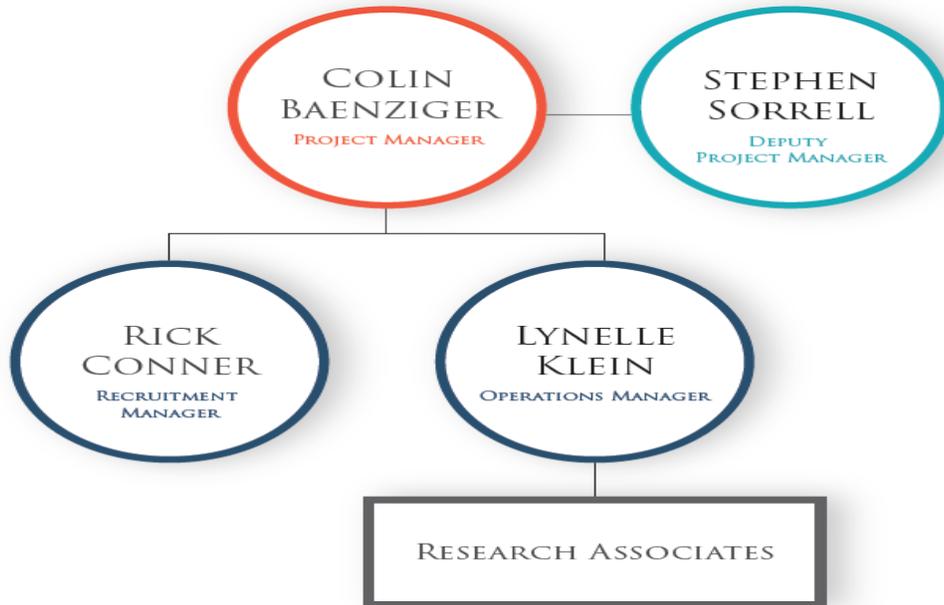


### III. Proposed Project Team

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#### Project Team and Involvement

Colin Baenziger & Associates has assembled a strong project team to serve your needs. The team, each member and their roles are briefly described below.



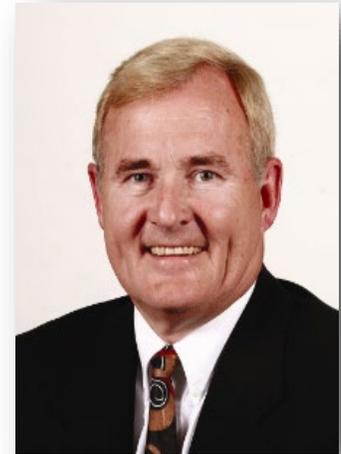
**Colin Baenziger** will serve as your project manager. He will conduct the interviews with the elected officials, search for strong candidates, discuss the position with those candidates, recruit them, conduct the interviews with the candidates, conduct the background investigations, oversee the interview process, and assist with the contract negotiations. In addition to twenty-five years as a consultant, Mr. Baenziger spent ten years in government as a senior manager. Additionally, he has conducted operational reviews for a number of governmental agencies including an operational review of Tamarac, FL's water utility, a business practices review for a division of Martin County government, an operational reconciliation for Palm Beach County Water, development of an automated system to pay royalties to featured recording artists for the Recording Industry Association of America, and a review of financial procedures for a division of the Marriott Corporation. Mr. Baenziger has a master's degree with distinction in public administration from Cornell University's Graduate School of Management, and a Bachelor of Arts degree from Carleton College. He is also active in the International City Management Association and the Florida City and County Management Association.



### ***III. Proposed Project Team*** *(continued)*

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Stephen Sorrell, senior vice president, will be the Deputy Project Manager and support for Mr. Baenziger. Mr. Sorrell will assist in virtually every aspect of the search effort but will focus on the search for strong candidates and candidate evaluation. He brings over 35 years of management and technical experience in municipal, county, state, and special district agencies to Colin Baenziger & Associates (CB&A). Some of the leadership positions Steve has held include serving as Executive Director, Emerald Coast Utilities Authority in Pensacola, Florida, and as City Manager, Director of Public Safety, Assistant City Manager, and Director of Finance, all for Hamilton, Ohio. He is a P.E. and earned a Bachelor of Science in Civil Engineering Degree from the University of Dayton, Ohio, and Master of Public Administration Degree from the University of Cincinnati, Ohio. He is a member of the International City/County Management Association, Florida City/County Management Association, Florida Finance Officers Association, American Water Wastewater Association, President of the Exchange Club, President of the Safety Council, Chairman of the Neighborhood Watch Program, and served on the Board of Directors for Senior Services and the Chamber of Commerce. One day, he hopes to slow down – just not yet.



Rick Conner, vice president, will serve as the recruitment manager and assist with the identification and screening of candidates. He has over 30 years of experience in executive recruiting and in local government (serving as a city manager in Florida and Texas) as well as a public works and utilities director. That experience provides him with an excellent perspective of the needs of local government operations and staffing. Rick earned Bachelor of Science Degrees in Business Administration and Engineering from the University of Missouri. He is a Registered Land Surveyor and a Professional Engineer in Missouri, as well as a Professional Engineer in Florida, Tennessee and Texas. In his spare time, he invents scuba diving equipment and accessories.



Lynelle Klein, vice president for operations, will be responsible for coordinating the advertising and production of the materials we will present to you as described in the Recruitment Approach. She is a skilled professional with expertise in special projects, compensation surveys, and background checks for our executive search candidates. Since joining Colin Baenziger & Associates in 2010, she has been involved in virtually every search the firm has conducted. Prior to joining the firm, she worked primarily in the private sector providing financial and administrative services. Ms. Klein has an Associate's Degree from Brigham Young University in Rexburg, Idaho. She currently resides in King County, WA.



## ***IV. References***

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### ***City Manager, City of Cooper City, FL (population 32,000)***

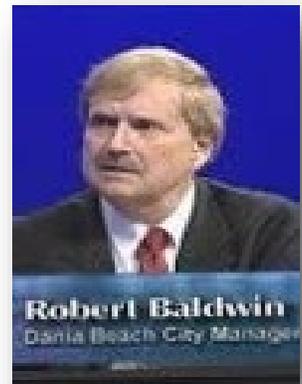
**Contact:** Former Mayor Debby Eisinger at (954) 434-4300, or [mavordebby@gmail.com](mailto:mavordebby@gmail.com)  
Former Council Member Neil de Jesus at (954) 558-4734 or [NealDJ@bellsouth.net](mailto:NealDJ@bellsouth.net)



CB&A began work in May 2008, to assist the city in finding its next **Manager**. Our work included scouring the nation to find the right person for the job, interviewing the candidates, conducting thorough background checks, recommending finalists for the city to interview and helping with the contract negotiations. *Bruce Loucks, formerly County Administrator for Charlotte County, Florida*, was selected in early August 2008, and remained with the City until November 2018 when he retired.

### ***City Manager, City of Dania Beach, FL (population 35,000)***

**Contact:** Former Commissioner Anne Castro at (954) 924-6800



CB&A was selected in mid-November 2008 to conduct the **City Manager** Search. At the request of the City Council, we were asked to complete the search very quickly. Our effort involved searching the country to locate the best people for the job, interviewing them, conducting thorough background checks, and recommending finalists for the City to interview. Interviews of the finalists were conducted on January 17<sup>th</sup> and 18<sup>th</sup> with a selection made on January 19<sup>th</sup>. *Robert Baldwin, then City Manager of Lake Worth, FL*, was selected as the City Manager. Mr. Baldwin retired in 2019.

### ***Village Manager, Pinecrest, FL (population 19,400)***

**Contact:** Former Mayor Cindy Lerner at (305) 992-3433 of [mayorlerner@gmail.com](mailto:mayorlerner@gmail.com)  
City Clerk Guido Inguanzo at (305) 234-2121, or [clerk@pinecrest-fl.gov](mailto:clerk@pinecrest-fl.gov)



In late April 2011, CB&A was hired to assist Pinecrest in finding its next Village Manager. We worked with a Citizen's Advisory Committee and sought out candidates from around the nation while, due to the Council's desire, focusing on candidates from Florida. The process included a public reception which was extremely well received by the elected officials and the public. Interviews were held on July 17<sup>th</sup> and 18<sup>th</sup> with *Ms. Yocelyn Galiano Gomez* being selected as the Village Manager on the 18<sup>th</sup>. Ms. Gomez was an internal candidate and the Assistant Village Manager. Ms. Gomez remains with the City.

## ***IV. References (continued)***

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### ***City Manager, Titusville, FL (population 44,200)***

**Contact:** Assistant City Manager Tom Abbate at (321) 567-3702

CB&A was hired in early May 2014 to find Titusville's next **City Manager**. Titusville is located on Florida's Space Coast and is home to many of the individuals who supported the space shuttle program. We were asked to identify someone with strong leadership capabilities. Our efforts involved searching the country for strong candidates, conducting extensive background checks, recommending a strong field of candidates, overseeing the interviews and providing a small amount of assistance with the contract negotiations. *Scott Larese, formerly the Director of the Cunningham Center at Columbus State University and Garrison Commander at Fort Rucker, AL*, was selected on August 4<sup>th</sup>. Mr. Larese remains with the City.



### ***City Manager, City of West Park, FL (population 13,700)***

**Contact:** Former Mayor Eric Jones at (954) 410-8139

West Park is a relatively new city in Broward County, FL. CB&A began meeting with the City's elected officials on January 13, 2010 to find its next **City Administrator**. It was critical to the Council that the finalists all understand the character of the community and be able to function well in an urban environment. The City also wanted a panel of local City Managers to review the finalists and to make recommendations concerning CB&A's finalists (which elongated the process slightly). Interviews were conducted on April 16<sup>th</sup> and 17<sup>th</sup> with *Ajibola Balogun, formerly the City Manager of South Miami* being selected on April 21, 2010. Mr. Balogun remains with the City.



### ***City Manager, City of Winter Haven, FL (population 36,500)***

**Contact:** Mayor Brad Dantzler at (863) 289-9947, or  
[bdantzler@mywinterhaven.com](mailto:bdantzler@mywinterhaven.com)

CB&A was hired in mid-October 2016, to find Winter Haven's next **City Manager**. We started our work in late October, and conducted a nationwide search. We recommended eight candidates to the City. One dropped out at the last minutes and three finalists were interviewed on January 6, 2017. While it rarely happens, the City was unable to agree on a candidate and we conducted a second search which concluded with *Mike Herr, then City Manager of Plant City*, being selected in late April 2017. Mr. Herr remains with the City.



## ***IV. References (continued)***

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### **Candidate References**

While it is important to deliver what the City expects, it is also important to keep candidates informed and to treat them with respect and dignity. Accordingly, we have provided references from four of those candidates.

<b>Placement</b>	<b>Formerly</b>	<b>Recruited To Be</b>	<b>Contact at</b>
Dale Martin	City Manager Winchester, CT	City Manager Fernandina Beach, FL Appointed September 2015	(904) 557-5047 <a href="mailto:dmartin@fbfl.org">dmartin@fbfl.org</a>
Eden Freeman	Assistant City Manager Sandy Springs, GA	City Manager Winchester, VA Appointed June 2014 Since hired as the Deputy City Manager for Greenville, SC, in March 2020.	(404) 683-4816
Bryan Hill	Deputy County Administrator Beaufort County, SC	County Administrator James City County, VA Appointed July 2014 Hired as the County Executive for Fairfax County, VA in January 2018	(843) 368-7458
Tony O'Rourke	City Manager, Canon City, CO	City Manager Panama City Beach, FL Appointed December 2019	(719) 792-9515



***V. Fee and Warranty***

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**Fee**

CB&A offers a firm, fixed price of \$26,500, which includes all expenses, except the costs associated with bringing the finalists (and spouses, if invited) to interview with the City (travel, meals, hotel etc.). Bills will be rendered as the search progresses and due at the end of each Phase as indicated below:

<b>Requested Services</b>	
<b>Phase I:</b> Needs Analysis / Information Gathering	\$ 3,000
<b>Phase II:</b> Recruiting	11,000
<b>Phase III:</b> Screening	10,000
<b>Phase IV:</b> Interview Process Coordination and Selection	1,500
<b>Phase V:</b> Negotiation and Continuing Assistance	1,000
<b>Firm, Fixed Fee Total*</b>	<b>\$26,500*</b>

If the City asks us to perform work that is clearly beyond the scope of this proposal, it will be billed at a rate of \$150 per hour. No such work will be performed without your written authorization. Please note, as previously stated, that we have never billed nor requested additional funds beyond our originally quoted fee even when circumstances suggested we were entitled to them.

**Warranty**

Colin Baenziger & Associates offers one of the best warranties in the industry. We can offer it because we have confidence in our work. Provided the City instructs us with conducting a full search (Phases I-V), follows our recommendations, and selects from among the candidates we recommend, we warrant the following:

- 1) We will not approach the selected candidate for any other position as long as the individual is employed by the City.
- 2) If the selected individual leaves for any reason other than an Act of God (such as total incapacitation or death) within the first year, CB&A will repeat the search for the reimbursement of our expenses only.
- 3) If you are not satisfied with the candidates we present, CB&A will repeat the search until you are satisfied.
- 4) Our price is guaranteed and will not be exceeded for any reason, even if conditions change after the contract is executed.

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\* The quoted price is good through April 30<sup>th</sup>. Effective May 1<sup>st</sup>, we will be increasing the fees we our fee to \$28,500 for any work awarded after that date.

# City of LAKE WORTH Florida



SEEKS EXCEPTIONAL CANDIDATES FOR THE POSITION OF

## City Manager



# LAKE WORTH

....Where the Tropics Begin

## About the City

Lake Worth is a coastal city of 34,910 residents and 7 square miles, located 60 miles north of Miami in Palm Beach County, Florida. The Atlantic Ocean and the broad waters of the Lake Worth lagoon form the city's eastern boundary. Its location at the latitude where the subtropics of North America begin gives the City its extraordinary climate and landscape.

Lake Worth has old-Florida charm with sub-tropical climate, 5 historic districts, waterways and beach front, a municipal golf course, and an eclectic downtown shopping area.

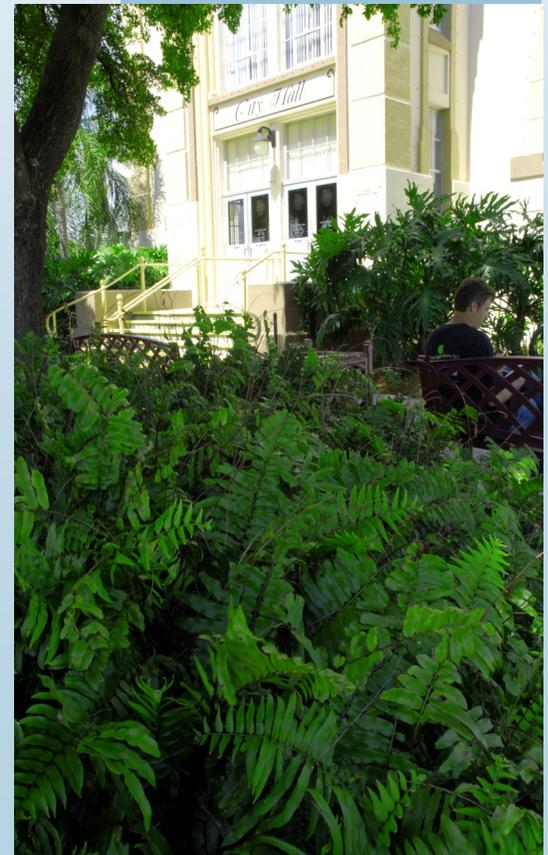
Lake Worth is a dynamic, multi-cultural city with a strong social, environmental consciousness, and pride in its identity. The City is one of the few towns in South Florida that has managed to retain its old-Florida flavor. City government officials and residents are very committed to maintaining that character, and protecting their town from over development.

The downtown is considered the artistic soul of Lake Worth with a historic theater and museum, live music clubs, coffee houses, art galleries, antique malls, retail stores, and many restaurants.

The City has a broad array of recreational opportunities, including the beach, boating in fresh and saltwater, a municipally-owned golf course, new fishing pier, a waterfront amphitheater, many parks, and athletic facilities.

## City Overview

	City of Lake Worth	County
<b>POPULATION</b>		
2011 Population	32,629	1,302,815
2011 Households	12,058	533,267
2011 Housing Units	13,860	638,652
2011 Vacant Housing Units	1,802	105,385
2011 Families	6,664	341,579
Percent Pop Growth 2000 to 2011	2.81%	15.17%
Percent Household Growth 2000 to 2011	-0.49%	12.46%
Percent Housing Unit Growth 2000 to 2011	1.17%	14.78%
Percent Family Growth 2000 to 2011	-2.42%	12.45%
2011 Per Capita Income	\$17,527	\$31,696
2011 Land Area in Square Miles	4.6	1,974.11
Male	17,145 (52.55%)	637,324 (48.92%)
Female	15,484 (47.45%)	665,491 (51.08%)
<b>Value Owner Occupied Housing Units</b>		
2011 Own Occ HUs Median Value	\$139,851	\$198,459
2011 Own Occ HUs Avg Value	\$177,881	\$272,060



# LAKE WORTH—Worth Considering

## ABOUT THE CITY GOVERNMENT

The City incorporated in 1913 and has operated under a council/manager form of government since 1937. There have been six City Managers in the past twenty years.

The City Commission consists of a Mayor and four City Commissioners elected in city-wide, non-partisan elections for two year, overlapping terms. The City Commissioners represent specific districts. The Mayor is a full voting member of the City Commission and the presiding officer at City Commission meetings and is elected specifically to that office.

The Mayor and City Commission appoint the City Manager, City Attorney, and Internal Auditor. The authority and responsibilities assigned the City Manager by the Charter are consistent with the traditional council/ manager model of government.

Lake Worth has 248 full-time employees and an all funds annual budget of \$172 million. The budget is large for a city of this size because the City operates an electrical power plant.

In 2009 the City switched from a municipal police department to a contract for police services with the Palm Beach County Sheriff. In 2008, the City opted to enter into an interlocal agreement to contract for fire rescue services from Palm Beach County. The City provides water treatment and distribution services, and maintains the wastewater collection system, but contracts with a regional consortium for sewage treatment services.

The City's Community Redevelopment Agency has primary responsibility for the City's economic development initiatives. Its mission reflects the community values of "maintaining the character of the City and encouraging sustainable economic growth". The CRA's FY 2012 budget is approximately \$2.5 million. The City Commission appoints the CRA Board.

Challenges the City must deal with include a high incidence of absentee-ownership of residential properties, significant low income and immigrant populations, yearly election cycle, fairly high property tax rate, declining revenues and a decline in taxable value (a result of the economic recession and the severity of the housing downturn in Florida), and an aging power plant.

## MAJOR PROJECTS

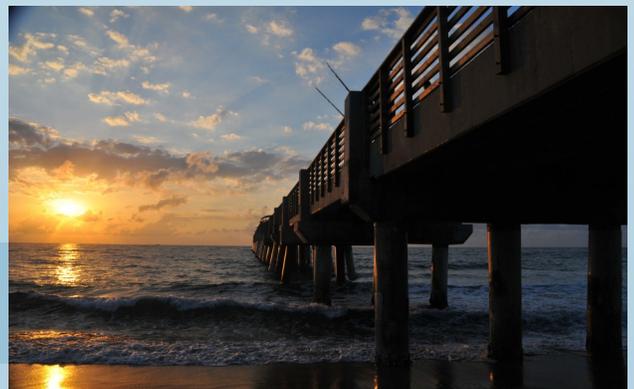
There are three very significant projects that are currently the focus of the City's attention.

**1) THE CITY'S BEACHFRONT FACILITIES:** Restoration of the City's historic beachfront casino building, which houses a municipal swimming pool, ballroom, beach users' facilities, and a variety of retail uses, is a project which all members of the City Commission consider a very high priority. This project is underway and expected to be complete by the end of 2012.

**2) THE MUNICIPAL ELECTRIC POWER SYSTEM:** Although Lake Worth has a municipal power plant; the city is an All Requirements Project (ARP) member of the Florida Municipal Power Agency (FMPA) and is contractually obligated to purchase all electric power requirements from FMPA. By that agreement the City's power generation capacity—which is adequate to meet the City's peak power demand of approximately 100 MW per day is assigned to and dispatched by FMPA.

The City gave FMPA notice of its intent to withdraw from the ARP in January 2014, at which time the City will have made other arrangements for its power supply needs. This decision was made for several reasons – high rates from FMPA, dependency of FMPA on natural gas for power production, the aging Lake Worth plant and generators, the City Commission's interest in including green technologies such as wind and solar in power production, and the short window of opportunity to withdraw from the agreement with FMPA. The City must evaluate alternative means for power production and/or sourcing and put them in production by 2014. The requests for proposals for a power supplier are currently being reviewed by prospective bidders.

**3) WATER PRODUCTION FACILITIES:** The City built a reverse osmosis (r/o) plant to increase its water production capacity. The plant opened and went into production late 2011.



# A GREAT TOWN NEEDS A GREAT CITY MANAGER

The City of Lake Worth offers an exciting opportunity to an energetic, seasoned professional to improve the quality of municipal operations, plan and implement major capital projects, and partner with the City Commission and the community in defining the future of Lake Worth.

The City Manager is the chief administrative officer of the City and is responsible to the Mayor and City Commissions for the management and operations of all affairs of all departments within the City. The successful candidate will manage and control all matters and things pertaining to the day to day operations of the City.

All duties shall be performed in conformity with the ordinances or resolutions of the City and the statutes of the State. Standard office hours are required, along with substantial overtime work on nights, weekends, holidays, etc. as necessary. The successful candidate will be involved in directing and supervising the administration of all departments, and offices within the City and when deemed necessary responsible over departments and/or officers that may be created or appointed in the future.

The successful candidate will be responsible for; attending all City Commission meetings and taking part in the discussion; submitting to the City Commission and make available to the public a complete report on the finances and administrative activities, and any other reports concerning the operations of City departments and offices. The City Manager will perform advisory services to the City Commission concerning financial condition and future needs of the City and make recommendations to the City Commission concerning affairs of the City as deemed desirable. The successful candidate will execute such other duties as are specified in this charter or may be required by the City Commission.

## EXPERIENCE REQUIREMENTS

Prior experience as a City or County Manager is strongly preferred; experience at the level of Deputy City Manager or Assistant City Manager will be considered. Experience with an electrical power operation is a plus. Candidates should have a minimum of seven years' experience in a senior management position in a city or county government of similar size and services as Lake Worth.

Military command or business executive/ownership experience will also be considered as a substitute for

municipal or county executive level experience.

An individual with comparable senior executive experience in other public, non-profit or private sector organizations will be considered, only if their experience involved significant interaction with the public and the delivery of a wide variety of services to the public.

Candidates should have a track record of obtaining a strong performance from staff (i.e. achieving established goals, completing major projects on time and budget, and holding staff accountable for high standards of performance, ethics and customer service). Evidence of innovative thinking and change management experience is a plus.

## KNOWLEDGE, SKILLS, AND ABILITIES

This position is a high visibility position requiring the ability to interact with the public, employees, elected officials, and outside agencies and government officials. A high degree of oral and written communications skills is required, along with the ability to speak in public and represent the City in an official capacity. Strong knowledge of sound leadership and performance management, community-oriented problem solving, budgeting principles and practices, finance, and interpersonal skills, are a key requirement for this position.



# A GREAT TOWN NEEDS A GREAT CITY MANAGER

## SKILLS AND TRAITS NECESSARY TO SUCCEED IN THE POSITION

It is essential that the City Manager have the following qualifications:

- Excellent and concise written and oral communication skills.
- Public sector budget and finance management experience.
- Human resource knowledge with the ability to attract or retain quality staff.
- Decisive decision making skills that reflect good judgment.
- High level of integrity: conducts work in an honest and ethical manner.
- Ability to work the required hours necessary for the position with appropriate balance.
- Advanced communication skills: keeps themselves and the Commission informed of city projects, programs and issues in a complete, unbiased, honest manner not playing favorites and sharing information equally among the elected officials in a timely manner.
- Understands the policy prerogative of the City Commission in making policy and who offers ideas, suggestions, recommendations and options but at the end of the decision cycle faithfully and expeditiously carries out the policy direction of the City Commission.
- Ability to motivate staff to do their best, treats everyone with respect and who understands how to retain qualified and valued personnel for the betterment of Lake Worth.
- Leads by not micro-managing and allows department heads to perform with an ability to hold staff accountable in a collaborative and supportive manner.
- Experience in development and execution of strategic planning.
- A drive to embrace and support the cultural diversity of Lake Worth.

## EDUCATION REQUIREMENTS

The idea candidate must possess a Bachelor's degree (B.A.) in Public Administration, Finance, Management or related field from a four (4) year college or university. A Master's Degree (M.P.A) in Public Administration or a Master's Degree (M.B.A) in Business Administration is desirable. Membership in International City Management Association (ICMA), American Society for Public Administration (ASPA), or Florida City County Managers Association (FCCMA) preferred. ICMA Credentialed Manager designation desirable.

## COMPENSATION & RESIDENCY REQUIREMENTS

Compensation for the next City Manager will be determined based upon qualifications and experience. Fringe benefits are competitive with the local market.

Residency in Lake Worth is desired, but will not be required if the successful candidate lives within a reasonable commute of the City. However, the City Manager must establish residence in the city within six months of appointment as City Manager.

### Notice to All Applicants for Employment with the City of Lake Worth

Applicants for positions with the City of Lake Worth should know and be aware of the following:

- Applicants for employment who become candidates for available employment positions should note that employment is contingent upon satisfactory completion of all reference checks and pre-employment physical satisfaction (including drug and alcohol screening). Upon your request, information on the nature and scope of an inquiry, should one be conducted, will be provided you under FS 119.
- A valid driver's license is required.
- All applicants must agree to wear or use ALL PERSONAL PROTECTION EQUIPMENT required by the City and to comply with all Safety Policies and Procedures should they become employed by the City.
- All applicants who become employees of the City of Lake Worth must agree to the City's Payroll Direct Deposit Requirement.

The official posting for the City Manager position is located at the City's Website at: [http://www.lakeworth.org/index.asp?Type=B\\_JOB&SEC=%7B7A58C4A2-7EC6-4104-84BB-0455AC7BoAEB%7D](http://www.lakeworth.org/index.asp?Type=B_JOB&SEC=%7B7A58C4A2-7EC6-4104-84BB-0455AC7BoAEB%7D)



# EXECUTIVE BRIEF REGULAR MEETING

**AGENDA DATE:** April 20, 2021

**DEPARTMENT:** Leisure Services

**TITLE:**

Resolution No. 17-2021 – FY 2021-2022 Community Development Block Grant Application

**SUMMARY:**

The resolution authorizes the submission of an application to Palm Beach County for funding under the FY 2021-2022 Community Development Block Grant Program in the estimated amount of \$266,560 for improvements to Memorial Park located at 6<sup>th</sup> Avenue South and South A Street.

**BACKGROUND AND JUSTIFICATION:**

The Palm Beach County Department of Housing and Economic Sustainability (DHES) has announced the starting date of the planning process for its Consolidated Plan One Year Plan for Fiscal Year 2021-2022. In furtherance of this process, DHES has announced that it is accepting applications from eligible subrecipient applicants for Fiscal Year 2021–2022 Community Development Block Grant (CDBG) program funding. By participating in the Palm Beach Urban County Partnership program and by having an approved CDBG Target Area, the City will have access to a formula-based CDBG allocation that is estimated to be \$266,560. This funding is subject to availability from HUD and approval by the Board of County Commissioners.

As a sub-recipient under the County's CDBG program, the City can submit one application for one eligible activity under the CDBG regulations set forth at 24 CFR Part 570, as allowed by the County. The eligible activity must further meet one of the three National Objectives of the CDBG program, that include providing a benefit to low- and moderate-income persons, aiding in the prevention of slum and blight, and meeting an urgent community development need.

Pursuant to discussion provided by participants at a public meeting on April 8, 2021, the City's proposed use of FY 2021-2022 CDBG funding will be for improvements to Memorial Park. Planned improvements include removing and replacing the existing pavilion, reconstruction of the bathrooms to provide for larger and ADA accessible restrooms for male and female patrons, construction of a larger storage facility, construction of a new concession area, replacement of the existing benches and tables with new benches and tables, removal and installation of new fencing around the pavilion and expanding it to the west, installation of sod and mulch throughout the common area, and resurfacing the entire paved parking area.

The total cost of these improvements is estimated to be \$597,255. The City will be required to provide the balance of the funding in excess of the estimated CDBG funding amount of \$266,560, or approximately \$297,665.00. It is respectfully requested that the City Commission provide direction to determine the source of this funding. Potential sources include the general fund, capital funds, penny sales tax proceeds and American Rescue Plan Act funds (ARPA).

If the local cost share is not contributed to the project, the scope of work must be significantly scaled back. Staff projects that the estimated CDBG allocation will provide only for the removal and replacement of the pavilion roof.

Public facilities and improvements is an eligible CDBG activity. The service area of the public facility is located within the City's CDBG Target Area, thereby providing a presumed benefit to low- and moderate-income persons.

Two infrastructure improvements projects were included in the discussion during the aforementioned public meeting of April 8, 2021. The first project involves improvements to the 8<sup>th</sup> Avenue South right-of-way between South A Street and South G Street. The proposed scope of work includes the construction of new roadway sections, installation of new curbing and ADA accessible sidewalks, construction of swales and landscaped green areas, new striping and signage, and the installation of traffic calming measures on each block. The in-house cost estimate for these improvements is \$527,622.

The second project consists of center block infrastructure improvements between Lake and Lucerne Avenues from North B Street to North H Street. The proposed scope of work includes the installation of new curbing and ADA accessible sidewalks, milling and resurfacing of the roadway, new striping and signage, installation of traffic calming measures on each block, and stormwater adjustments and improvements. The in-house cost estimate for these improvements is \$326,650.

Infrastructure improvements is an eligible CDBG activity. Both activities are located within the City's CDBG Target Area, thereby providing a presumed benefit to low- and moderate-income persons.

**MOTION:**

Move to approve/disapprove Resolution No. 17-2021 to authorize the submission of an application to Palm Beach County for funding in the estimated amount of \$266,560 under the FY 2021-2022 Community Development Block Grant Program for improvements to Memorial Park. It is further requested that the City Commission provide direction to determine the source of the local cost share that is required to complete the planned improvements to Memorial Park.

**ATTACHMENT(S):**

Fiscal Impact Analysis  
Resolution 17-2021



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RESOLUTION NO. 17-2021 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AUTHORIZING THE SUBMISSION OF AN APPLICATION TO PALM BEACH COUNTY FOR FISCAL YEAR 2021-2022 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS IN THE ESTIMATED AMOUNT OF \$266,560 FOR IMPROVEMENTS TO MEMORIAL PARK LOCATED AT 6<sup>TH</sup> AVENUE SOUTH AND SOUTH A STREET WITHIN THE LAKE WORTH BEACH COMMUNITY DEVELOPMENT BLOCK GRANT TARGET AREA; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

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

WHEREAS, the City participates in the Palm Beach County CDBG Urban County Program by entering into an Interlocal Agreement with Palm Beach County and is thereby eligible for receipt of its portion of the formula allocation of Fiscal Year 2021-2022 CDBG funds in an estimated amount of \$266,560; and

WHEREAS the aforementioned funding is subject to availability from HUD and approval by the Board of County Commissioners; and

WHEREAS, Palm Beach County has announced that the City can submit one application for the aforementioned Fiscal Year 2021-2022 Community Development Block Grant Program funding to be used for an eligible activity under the CDBG Program as set forth at 24 CFR Part 570 as allowed by the County; and

WHEREAS, public facilities and improvements is an eligible activity under CDBG Program regulations at 24 CFR 570.201(a); and

WHEREAS the City intends to make necessary improvements to Memorial Park located at 6<sup>th</sup> Avenue South and South A Street; and

WHEREAS, the City will need to provide a local cost share in the estimated \$297,255 to make these planned improvements; and

WHEREAS, the service area of the City's proposed activity is located within the Lake Worth Beach CDBG Target Area and thereby meets a National Objective of the CDBG program of providing a benefit to low- and moderate-income persons; and

WHEREAS, the City desires to submit an application to Palm Beach County for Fiscal Year 2021-2022 CDBG funding in the estimated amount of \$266,560 for improvements to Memorial Park.

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

49  
50 SECTION 1: The City Commission of the City of Lake Worth Beach, Florida, hereby  
51 authorizes the submission of an application to Palm Beach for Fiscal Year 2021-2022  
52 CDBG funding in the estimated amount of \$266,560 for improvements to Memorial Park  
53 located at 6<sup>th</sup> Avenue South and South A Street.

54  
55 SECTION 2: The City Commission of the City of Lake Worth Beach, Florida, hereby  
56 authorizes Michael Bornstein, City Manager, or his designee, to execute the City's  
57 application for Fiscal Year 2021-2022 CDBG funding from Palm Beach County.

58  
59 SECTION 3: Upon execution of the resolution, one copy shall be provided to the Leisure  
60 Services Department Director. The fully executed original shall be maintained by the City  
61 Clerk as a public record of the City.

62  
63 SECTION 4: This resolution shall become effective upon adoption.  
64

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

- 68 Mayor Betty Resch
- 69 Vice Mayor Herman Robinson
- 70 Commissioner Sarah Malega
- 71 Commissioner Christopher McVoy
- 72 Commissioner Kimberly Stokes

73  
74 The Mayor thereupon declared this resolution duly passed and adopted on the  
75 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

76 LAKE WORTH BEACH CITY COMMISSION

77  
78  
79 By: \_\_\_\_\_  
80 Betty Resch, Mayor

81  
82 ATTEST:

83  
84  
85 \_\_\_\_\_  
86 Deborah M. Andrea, CMC, City Clerk



*City of*  
**Lake Worth**  
**Beach**  
**FLORIDA**

*The Art of Florida Living.<sup>SM</sup>*



# COMMUNITY DEVELOPMENT BLOCK GRANT FISCAL YEAR 2021 - 2022

CITY OF LAKE WORTH BEACH  
Public Meeting  
April 8, 2021



# CDBG Program

The Community Development Block Grant Program (CDBG) resulted from the Housing and Community Act of 1974 and was enacted in 1975. The purpose of the CDBG Program is to provide communities with resources to address a wide range of unique community development needs.

Accordingly, the U. S. Department of Housing and Urban Development awards grants based on formula allocations to entitlement communities to carry out a wide range of community development activities directed toward revitalizing neighborhoods, economic development and providing improved community facilities and services.



# Palm Beach County Urban County Partnership

Entitlement Communities include States, urban counties with a population of 200,000 or more, and municipalities with a population of 50,000 or more. Palm Beach County is an eligible entitlement urban county for the receipt of CDBG funding.

The Palm Beach County Entitlement Jurisdiction serves unincorporated areas and non-entitlement municipalities (those with populations under the 50,000 persons threshold). This includes the City of Lake Worth Beach.

The City of Lake Worth Beach has entered into an Interlocal Cooperation Agreement with Palm Beach County for participation in its Urban County Program through September 30, 2024. By this action, the City of Lake Worth Beach is eligible for receipt of its portion of the formula allocation of CDBG funds the County receives from HUD.



# Eligible Activities

In accordance with the Interlocal Cooperation Agreement, the City must use its allocation of CDBG funds for certain eligible activities pursuant to CDBG regulations. Eligible uses for subrecipients include the following:

1. Eligible infrastructure and public facility improvements as follows:
  - Roadway and sidewalk improvements;
  - Parks and recreational facilities,
  - Community centers and public facilities; and
  
2. Code enforcement serving an existing CDBG Target Area.

The County's CDBG program does not permit the City to use these funds to conduct public services and planning and administrative activities that are otherwise eligible under the CDBG program. In addition, the County conducts its own county-wide housing rehabilitation and economic development programs with CDBG and other funding.



# National Objectives

Eligible activities must address one of the three National Objectives of the CDBG program as follows:

- Benefit low and moderate income persons (there is a presumed benefit for activities conducted in the CDBG Target Area);
- Prevention of slums or blight; or
- Address community development needs having a particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community for which other funding is not available.

FY 2021-2022 CDBG Funds = \$266,560 (est.)  
This funding is subject to availability from  
HUD and approval of the Board of County  
Commissioners

Note: The City can submit only ONE (1) Application for the Total  
Amount



## CITY OF LAKE WORTH TARGET AREA



0 0.175 0.35 0.7 1.05 1.4 Miles



# Proposed Project #1

## Memorial Park – Pavilion and Restroom Facility Replacement and Upgrades

### Scope of Work:

1. Remove and replace the existing pavilion structure
2. Create larger and ADA accessible restroom facilities for male/female patrons
3. Construct a new larger concession area
4. Establish a larger storage room area
5. Remove and replace the common area fencing around the pavilion and expand it to the west
6. Install new sodding throughout the common area
7. Replace the existing bench/tables with new bench/tables
8. Pavement resurfacing of the entire parking lot

**Project Estimate: \$564,225**

Grant Funds: \$266,560

Unfunded: \$297,665

# Proposed Project #1 Memorial Park





# Proposed Project #2

## 8<sup>th</sup> Ave South – S A St to S G St Infrastructure Improvements Project

### Scope of Work:

1. Construct new 40' Right of Way roadway section
2. Installation of new curbing and ADA accessible sidewalks
3. Construct swales and landscaped green areas
4. New striping and signage
5. Traffic calming each block

**Project Estimate:     \$527,622**

Grant Funds:           \$266,560

Unfunded:             \$261,062



# Proposed Project #2

## 8<sup>th</sup> Ave. South





# Completed Project Example

## 7<sup>th</sup> Ave. South





## Proposed Project #3

# Lake to Lucerne Center Block Infrastructure Improvements Project – N B St, C St, D St, E St, F St, G St, H St

### Scope of Work:

1. Installation of new curbing and ADA accessible sidewalks
2. Mill and Resurface roadway
3. New striping and signage
4. Traffic calming each block
5. Stormwater adjustments and improvements

**Project Estimate: \$326,650**

Grant Funds: \$266,560

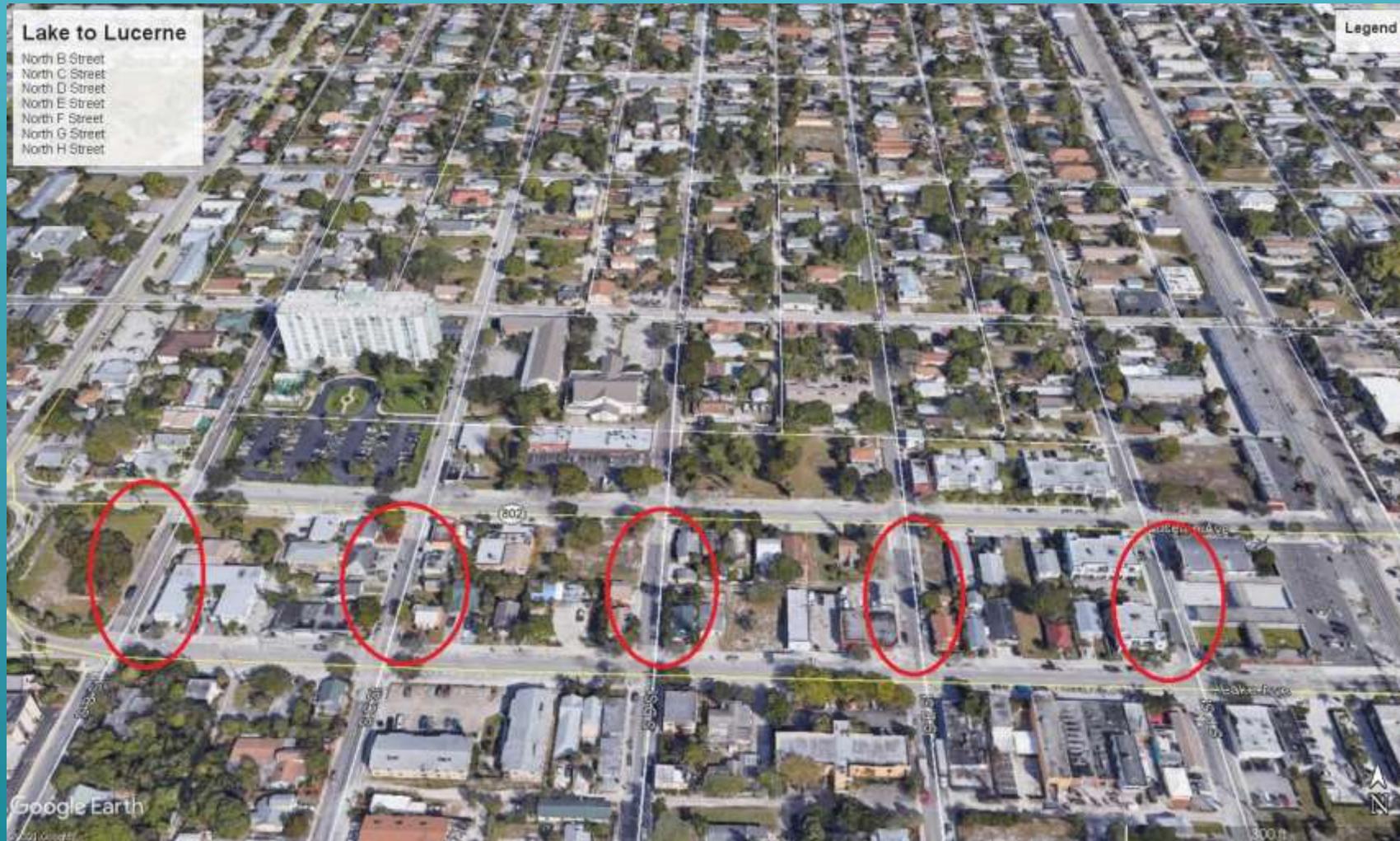
Unfunded: \$60,090

# Proposed Project #3

## Lake to Lucerne Center Block

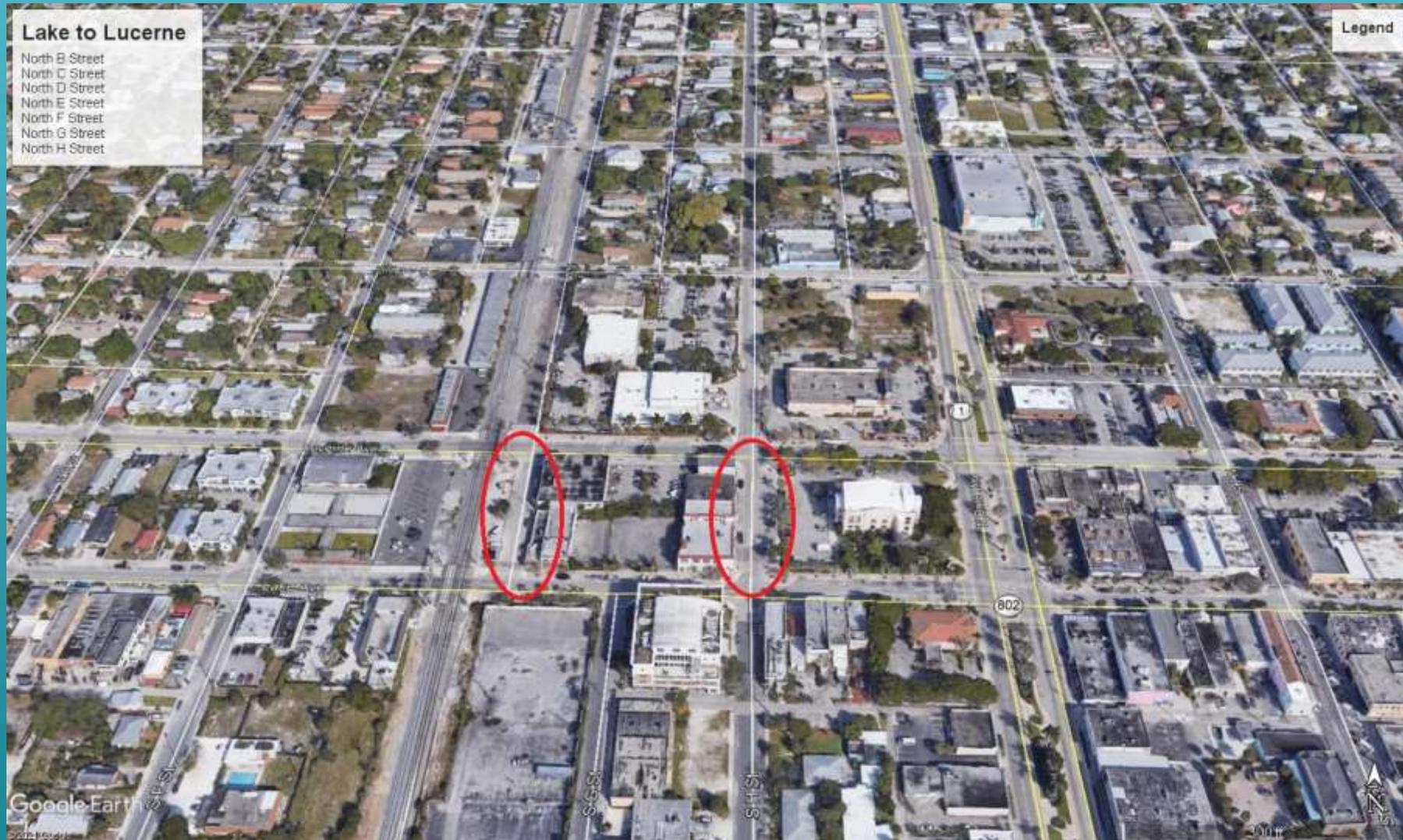


# Proposed Project #3 Lake to Lucerne Center Block



# Proposed Project #3

## Lake to Lucerne Center Block





# Public Comment and Questions

# **THE SUNSHINE LAW (Chapter 286 F.S.)**

Presented by: Glen J. Torcivia, Esq.



# Florida Statute § 286.011

Provides the right of access to governmental proceedings at the state and local levels.

- (1) All **meetings** of any board or commission of any state agency or authority or of any **agency or authority** of any county, **municipal** corporation, or political subdivision, except as otherwise provided in the Constitution, including meetings with or attended by any person elected to such board or commission, but who has not yet taken office, at which **official acts are to be taken** are declared to be public meetings **open to the public at all times**, and **no resolution, rule, or formal action** shall be considered **binding** except as taken or made at such meeting. The board or commission must provide **reasonable notice** of all such meetings.

# Florida Statute § 286.011

## Minutes:

(2) The **minutes** of a meeting of any such board or commission of any such state agency or authority shall be **promptly recorded**, and such records shall be **open to public inspection**. The circuit courts of this state shall have jurisdiction to issue injunctions to enforce the purposes of this section upon application by any citizen of this state.

# Notice

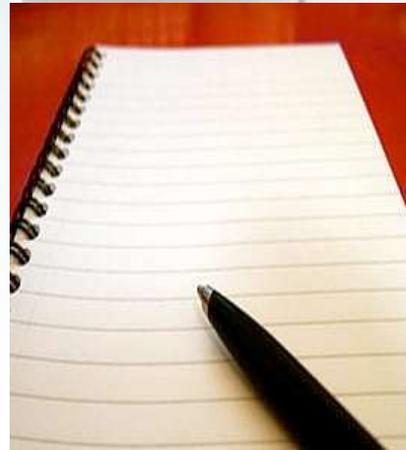
Must be reasonable.

# Location

Must be open and accessible to the public.

# Minutes

Must be written, promptly approved and open to the public for inspection.



# Meeting in Public

- The Sunshine Law requires boards to meet in public; boards may not take action or engage in private discussions of board business via written correspondence, e-mails, text messages, or other electronic communications.

# What is a public meeting?

- Any gathering, whether formal or casual, of two or more members of the same board or commission to discuss some matter on which foreseeable action will be taken by the public board or commission;
- Both formal and casual meetings of two or more board members;
- Written correspondence between board members with comments being provided to other members;
- Telephone conversations between two or more board members; and
- Meeting of liaisons of two or more board members.

# Florida Statute § 286.011

## Who does it apply to?

- The statute is “broadly construed to effect its remedial and protective purposes.”
- Applicable to elected and appointed bodies.
- Advisory boards are subject to Sunshine Law even though their recommendations are not binding upon the board or commission that created them.
- A single member of a board who has been delegated the authority to act (take official action) on behalf of the board (i.e., lease of land) is subject to the Sunshine Law.
- If a board or committee is delegated any decision-making authority by a public official, its meetings are subject to the Sunshine Law.

# Interaction with Staff

As a general rule, individual board members “may call upon staff members for factual information and advice without being subject to the Sunshine Law’s requirements.” *Sarasota Citizens for Responsible Government v. City of Sarasota*, 48 So. 3d 755, 764 (Fla. 2010). And see AGO 81-42.

# Slippery Slopes



# Slippery Slope I

- Members of an advisory committee created to make recommendations to the superintendent on boundaries violated the Sunshine Law when they exchanged private electronic communications (emails and Facebook messages) relating to committee business.
- A procedure whereby a board takes official action by circulating a memorandum for each board member to sign whether the board member approves or disapproves of a particular issue, violates the Sunshine Law.

- However, a commissioner may send a written report to other commissioners on a subject that will be discussed at a public meeting without violating the Sunshine Law, if prior to the meeting, there is no interaction related to the report among the commissioners and the report, which must be maintained as a public record, is not being used as a substitute for action at a public meeting. E-mail communication of information from one council member does not constitute a meeting subject to the Sunshine Law when it does not result in the exchange of council members' comments or responses on subjects involving foreseeable action by the council.
- If, on the other hand, the report is circulated among board members for comments with such comments being provided to other members, there is interaction among the board members which is a violation.

# Slippery Slope II

## **Board members attending meetings of another public board**

May one or more members of a board attend or participate in a meeting of another public board. In AGO 99-55, the Attorney General's Office said that a school board member could attend and participate in the meeting of an advisory committee appointed by the school board without prior notice of his or her attendance. However, the opinion cautioned that "if it is known that two or more members of the school board are planning to attend and participate, it would be advisable to note their attendance in the advisory committee meeting notice."

While recognizing that commissioners may attend meetings of a second public board and comment on agenda items that may subsequently come before the commission for final action, the Attorney General Opinions have also advised that if more than one "commissioner is in attendance at such a meeting, no discussion or debate may take place among the commissioners on those issues." AGO 00-68. In short, any commissioners in attendance may not engage in a discussion or debate among themselves.

# Slippery Slope III

## **Community forums sponsored by private organizations**

A “Candidates’ Night” sponsored by a private organization at which candidates for public office, including several incumbent city council members, will speak about their political philosophies, trends, and issues facing the city, is not subject to the Sunshine Law unless the council members discuss issues coming before the council among themselves. AGO 92-05. However, Inf. Op. to Jove, January 12, 2009, concluded that a public forum hosted by a city council member with city council members invited to attend and participate in the discussion would be subject to the Sunshine Law.

Similarly, in AGO 94-62, the Attorney General’s Office concluded that the Sunshine Law does not apply to a political forum sponsored by a private civic club during which county commissioners express their position on matters that may foreseeably come before the commission, so long as the commissioners avoid discussions among themselves on these issues.

However, caution should be exercised to avoid situations in which private political or community forums may be used to circumvent the statute's requirements. In *State v. Foster*, 12 F.L.W. Supp. 1194a (Fla. Broward Co. Ct. September 26, 2005), the court rejected the argument that the Sunshine Law permitted city commissioners to attend a private breakfast meeting at which the sheriff spoke and the commissioners individually questioned the sheriff but did not direct comments or questions to each other. The court ruled that the discussion should have been held in the Sunshine because the sheriff was a "common facilitator" who received comments from each commissioner in front of the other commissioners.

More recently, members of a city planning and zoning commission violated the Sunshine Law when they participated in discussions at meetings of a community improvement organization which involved planning and zoning matters. *City of Bradenton Beach v. Metz*, No. 2017 CA 003581 (Fla. 12th Cir. Ct. August 9, 2019).

# Slippery Slope IV

## **E-mail, text messages, and other written communications between board members**

The Sunshine Law requires boards to meet in public; boards may not take action on or engage in private discussions of board business via written correspondence, e-mails, text messages, or other electronic communications. Thus, members of an advisory committee created to make recommendations to the superintendent on school attendance boundaries violated the Sunshine Law when they exchanged private electronic communications (emails and Facebook messages) relating to committee business. *Linares v. District School Board of Pasco County*, No. 17-00230 (Fla. 6th Cir. Ct. January 10, 2018).

Similarly, city commissioners may not use an electronic newsletter to communicate among themselves on issues that foreseeably may come before the commission. In AGO 09-19 it was determined that members of a city board or commission may not engage on the city's Facebook page in an exchange or discussion of matters that foreseeably will come before the board or commission for official action.

# Slippery Slope V

## **Fact-finding or inspection trips**

The Sunshine Law does not prohibit advisory boards from conducting inspection trips provided that the board members do not discuss matters which may come before the board for official action. See *Bigelow v. Howze*, 291 So. 2d 645 (Fla. 2d DCA 1974); and AGO 02-24 (two or more members of an advisory group created by a city code to make recommendations to the city council or planning commission on proposed development may conduct vegetation surveys without subjecting themselves to the requirements of the Sunshine Law, provided that they do not discuss among themselves any recommendations or comments the committee may make).

The “fact-finding exception” to the Sunshine Law, however, does not apply to a board with “ultimate decision-making authority.” *Finch v. Seminole County School Board*, 995 So. 2d 1068 (Fla. 5th DCA 2008), held that a district school board, as the ultimate decision-making body, violated the Sunshine Law when the board, together with school officials and members of the media, took a bus tour of neighborhoods affected by the board’s proposed rezoning even though board members were separated from each other on the bus, did not express any opinions or their preference for any of the rezoning plans, and did not vote during the trip.

# Slippery Slope VI

## **Selection and screening committees**

The Sunshine Law applies to advisory committees created by an agency to assist in the selection process. In *Wood v. Marston*, 442 So. 2d 934 (Fla. 1983), a committee created to screen applications and make recommendations for the position of a law school dean was held to be subject to the Sunshine Law. By screening applicants and deciding which applicants to reject from further consideration, the committee performed a policy-based, decision-making function delegated to it by the president of the university. In *Krause v. Reno*, 366 So. 2d 1244 (Fla. 3d DCA 1979) it was held that the Sunshine Law governs advisory group created by city manager to assist in screening applications and to recommend several applicants for the position of chief of police.

However, if the sole function of the screening committee is simply to gather information for the decision-maker, rather than to accept or reject applicants, the committee's activities are outside the Sunshine Law. *Cape Publications, Inc. v. City of Palm Bay*, 473 So. 2d 222 (Fla. 5th DCA 1985), held that the Sunshine Law was not violated when the city manager, who was responsible for selecting the new police chief, asked several people to sit in on the interviews, as the only function of this group was to assist the city manager in acquiring information on the applicants he had chosen by asking questions during the interviews and then discussing the qualifications of each candidate with the city manager after the interview.

# Quasi-judicial matters, proceedings or hearings

The Sunshine Law does not authorize boards to conduct closed-door hearings or deliberations simply because the board is acting in a “quasi-judicial” capacity. *Canney v. Board of Public Instruction of Alachua County*, 278 So. 2d 260 (Fla. 1973).

Thus, in the absence of statutory exemption, “[t]he fact that a board or commission is acting in a quasi-judicial capacity does not remove it from the reach of section 286.011, Florida Statutes.” AGO 10-04. AGO 10-15 determined that a special magistrate is subject to the Sunshine Law when exercising the delegated decision-making authority of the value adjustment board.

## Agendas

The Sunshine Law does not mandate that an agency provide notice of each item to be discussed via a published agenda although the Attorney General's Office has recommended the publication of an agenda, if available. The courts have rejected such a requirement because it could effectively preclude access to meetings by members of the general public who wish to bring specific issues before a governmental body.

Thus, the Sunshine Law does not require boards to consider only those matters on a published agenda. “[W]hether to impose a requirement that restricts every relevant commission or board from considering matters not on an agenda is a policy decision to be made by the legislature.” *Law and Information Services, Inc. v. City of Riviera Beach*, 670 So. 2d 1014, 1016 (Fla. 4th DCA 1996).

## **Luncheon meetings**

Public access to meetings of public boards or commissions is the key element of the Sunshine Law, and public agencies are advised to avoid holding meetings in places not easily accessible to the public. The Attorney General's Office has suggested that public boards or commissions avoid the use of luncheon meetings to conduct board or commission business. These meetings may have a "chilling" effect upon the public's willingness or desire to attend. People who would otherwise attend such a meeting may be unwilling or reluctant to enter a public dining room without purchasing a meal and may be financially or personally unwilling to do so. Inf. Op. to Campbell, February 8, 1999; and Inf. Op. to Nelson, May 19, 1980.

## **Tape recording or Internet archive as minutes**

The Sunshine Law does not require that public boards and commissions tape record their meetings. See AGO 86-21. However, other statutes may require that certain proceedings be recorded. See *Carlson v. Department of Revenue*, 227 So. 3d 1261 (Fla.1st DCA 2017) (statute mandating that a “complete recording” be made of portions of a closed negotiation team meeting requires more than an agenda and meeting notes).

However, while a board is authorized to tape record the proceedings if it chooses to do so, the Sunshine Law also requires written minutes. AGO 75-45. Similarly, while a board may archive the full text of all workshop discussions conducted on the Internet, written minutes of the workshops must also be prepared and promptly recorded. AGO 08-65. Moreover, the tape recordings are public records.

**While the Sunshine Law does not specify the type of notice which must be given in all cases, the following notice guidelines are suggested:**

1. The notice should contain the time and place of the meeting and, if available, an agenda, or if no agenda is available, a statement of the general subject matter to be considered.
2. The notice should be prominently displayed in the area in the agency's offices set aside for that purpose, e.g., for cities, in city hall, and on the agency's website.
3. Except in the case of emergency or special meetings, notice should be provided at least 3 days prior to the meeting. Emergency sessions should be afforded the most appropriate and effective notice under the circumstances.
4. Special meetings should have no less than 24 and preferably at least 72 hours reasonable notice to the public. See *Yarbrough v. Young*, 462 So. 2d 515 (Fla. 1st DCA 1985) (three days notice of special meeting deemed adequate).
5. The use of press releases, faxes, e-mails, and/or phone calls to the local news media is encouraged in providing notice of upcoming meetings.

## **Voting Abstention**

**Section 286.012, F.S., provides:** A member of a state, county, or municipal governmental board, commission, or agency who is present at a meeting of any such body at which an official decision, ruling, or other official act is to be taken or adopted may not abstain from voting . . . and a vote shall be recorded or counted for each such member present, unless, with respect to any such member, there is, or appears to be, a possible conflict of interest under s. 112.311, s. 112.313, or s. 112.3143, or additional or more stringent standards of conduct, if any, adopted pursuant to s. 112.326. If there is or appears to be a possible conflict under s. 112.311, s. 112.313, or s. 112.3143, the member shall comply with the disclosure requirements of s.112.3143. If the conflict is one arising from the additional or more stringent standards adopted pursuant to s. 112.326, the member shall comply with any disclosure requirements adopted pursuant to s. 112.326. If the official decision, ruling, or act occurs in the context of a quasi-judicial proceeding, a member may abstain from voting on such matter if the abstention is to assure a fair proceeding free from potential bias or prejudice.

Failure of a member to vote, however, does not invalidate the entire proceedings. City of Hallandale v. Rayel Corporation, 313 So. 2d 113 (Fla. 4th DCA 1975)(to rule otherwise would permit any member to frustrate official action merely by refusing to participate).

# Florida Statute § 286.0114

## Public Participation

- Requires that members of the public be given a “reasonable opportunity to be heard on a proposition before a board or commission.”
- The statute limits how a board or commission may restrict such opportunity to be heard (e.g., amount of time given, request forms, procedures for group representatives to speak on behalf of a group, designated time for public comment).
- The statute provides for exemptions (e.g., emergencies - if compliance would result in unreasonable delay, ministerial acts, an exempt meeting, quasi-judicial hearings).
- The statute provides for enforcement via injunction and the award of attorney’s fees for violations.
- A violation by a board or commission of this statute will NOT void the official action taken by such board or commission.

# Miscellaneous application issues:

- If a public meeting is properly noticed, there is no requirement under Sunshine Law that *additional* notice of a change in the agenda is required.
- Two or more members of the same board or commission may attend social gatherings together as long as no matters which may come before such board or commission are discussed.
- Request for certain members of the public to voluntarily leave a meeting may be a violation of the Sunshine Law especially if requested by a board or commission member.
- Secret ballots during a meeting may violate the Sunshine Law.

## **Candidates or members-elect**

### **Candidates**

The Sunshine Law does not apply to candidates for office, unless the candidate is an incumbent seeking reelection. AGO 92-05.

### **Members-elect**

The requirements of the Sunshine Law apply not only to meetings of covered boards or commissions but also to “meetings with or attended by any person elected to such board or commission, but who has not yet taken office.” Section 286.011(1), F.S. Thus, members-elect are subject to the Sunshine Law in the same manner as board members who are currently in office. *Hough v. Stembridge*, 278 So. 2d 288, 289 (Fla. 3d DCA 1973) determined that an individual, upon election to public office, loses his or her status as a private individual and acquires a position more akin to that of a public trustee and therefore is subject to the Sunshine Law.

A candidate who is unopposed is not considered to be a member-elect subject to the Sunshine Law until the election has been held. AGO 98-60. Accord Inf. Op. to Popowitz, August 12, 2016. The Popowitz opinion references a 2010 opinion from the Division of Elections (Div. of Elections Op. 10-09, July 26, 2010), finding that the date of a candidate’s election to office could be deemed to be either the date specified by a court in an election case, election day itself, the date the final canvassing board certifies the election results, or some other date, depending upon the particular factual situation involved.

# General Exemptions from Public Meetings:

- Pending litigation...settlement negotiations or strategy sessions related to litigations expenditures...limited attendees (sec. 286.011(8), F.S.)
- Labor negotiations-bargaining team – exemption as to public meetings and public records (sec. 447.605, F.S.)
- Risk management committee (sec. 768.28(16)(c), F.S.)
- Security system meeting (sec. 286.0113(1), F.S.)
- Negotiation with a vendor (sec. 286.0113(2)(b), F.S.)

# Florida Statute § 286.011

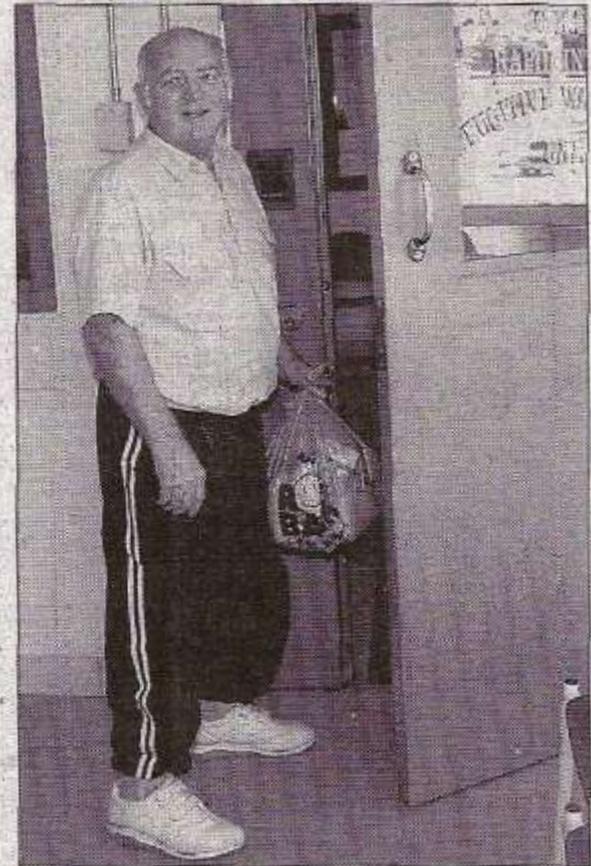
## Consequences for Violations:

- Criminal penalties;
- Removal from office;
- Non-criminal infractions (AGO);
- Civil actions for injunctive and declaratory relief;
- Attorney's fees; and
- Action taken in violation of law is void *ab initio*.

# W.D. Childers goes to jail

## Ex-Senate president goes to jail

■ W.D. Childers starts a 60-day sentence for Sunshine Law violations — even as his lawyer asks a judge to set him free.



AP  
W.D. Childers comments briefly as he enters jail Tuesday in Pensacola. He said he had no reason to be scared. 29

# Florida Headlines

- “South Bay commissioner convicted of Sunshine Law violation” *Palm Beach Post*; Nov. 9, 2013
- “South Bay commissioner fined \$250 for violating Sunshine Law” *Palm Beach Post*; Dec. 9, 2013
- “South Bay city commissioner suspended” *Sun Sentinel*; December 18, 2013
- “Sarasota admits to Sunshine Law violation” *Sarasota Herald-Tribune*; November 15, 2013
- “Astatula officials accused of violating ‘Sunshine’ laws” *Orlando Sentinel*; October 1, 2010

# You Can Cure a Violation

- Sunshine Law violations may be cured by independent, final action taken completely in the Sunshine.
- No rubber stamp meeting

**Cure...**

**Don't Ignore**



# Thank You

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**AGENDA**  
**CITY OF LAKE WORTH BEACH**  
**REGULAR CITY COMMISSION MEETING**  
**CITY HALL COMMISSION CHAMBER**  
**TUESDAY, MAY 04, 2021 - 6:00 PM**

**ROLL CALL:**

**INVOCATION OR MOMENT OF SILENCE:** led by

**PLEDGE OF ALLEGIANCE:** led by

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

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

A. Final Update on the Climate Change Vulnerability Assessment

**COMMISSION LIAISON REPORTS AND COMMENTS:**

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

**APPROVAL OF MINUTES:**

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

A. Proclamation declaring May 16-22, 2021 as Water Reuse Week.

B. Resolution No. xx-2021 – Documenting the levy of municipal special assessment liens for unpaid lot clearing charges

C. Resolution No. XX-2021 – Documenting the levy of municipal special assessment liens for unpaid boarding and securing charges

**PUBLIC HEARINGS:**

A. Ordinance 2021-02 - Second Reading (Golden Roads Residential Planned Development)

**UNFINISHED BUSINESS:**

**NEW BUSINESS:**

A. Agreement with Triple M Roofing for the PBC Fire Rescue Station #2 Roof Replacement Project

**LAKE WORTH BEACH ELECTRIC UTILITY:**

**PRESENTATION:** (there is no public comment on Presentation items)

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

**PUBLIC HEARING:**

**NEW BUSINESS:**

**CITY ATTORNEY'S REPORT:**

**CITY MANAGER'S REPORT:**

**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)