



AGENDA
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 20, 2022 - 6:00 PM

ROLL CALL:

INVOCATION OR MOMENT OF SILENCE: led by Commissioner Reinaldo Diaz

PLEDGE OF ALLEGIANCE: led by Commissioner Kimberly Stokes

AGENDA - Additions / Deletions / Reordering:

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

- A. Presentation by Lourdes M. Figueroa, Victim Advocate Violent Crimes Division, PBSO
- B. Presentation from Suzanne Cabrera, President and CEO, of the Housing Leadership Council of Palm Beach County, on the status of affordable and workforce housing initiatives and study for Palm Beach County

COMMISSION LIAISON REPORTS AND COMMENTS:

CITY MANAGER'S REPORT:

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA:

APPROVAL OF MINUTES:

- A. [Pre-agenda Work Session - August 24, 2022](#)
- B. [Special Meeting - August 25, 2022](#)
- C. [Budget Work Session #5 - August 29, 2022](#)
- D. [Regular Meeting - September 6, 2022](#)

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

- A. [Proclamation declaring September 17-23, 2022 as Constitution Week](#)
- B. [Proclamation declaring September 21, 2022 as Alzheimer's Awareness Day](#)
- C. [Third Amendment to Retail Lease with Pura Vida Treats, Inc., the current tenant/assignee](#)
- D. [Fourth Amendment to Retail Lease with RVRA, LLC, the current tenant](#)
- E. [Facility Construction Agreement with Florida Power & Light for New Interconnection Project](#)

PUBLIC HEARINGS:

- A. [Ordinance No. 2022-16 – Second Reading - Establishing a Business Advisory Board](#)
- B. [Ordinance No. 2022-18 – Second Reading - Repeal of sections 15-91 “Definitions,” 15-91 “Prohibited acts regarding panhandling,” and 19-14 “Right-of-way solicitors and canvassers”](#)
- C. [Ordinance No. 2022-15 – First Reading - approval of a Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit \(CUP\), and Sustainable Bonus Incentive Program \(SBIP\) requests for the project commonly referred to as “Lake Worth Station” located at 930 N G Street to construct a 5-story, 81 dwelling unit mixed use development with 39 multi-family units proposed to qualify as workforce housing and office space. The sustainable bonus request is for additional density and height. The property is zoned Transit Oriented Development – East \(TOD-E\)](#)

UNFINISHED BUSINESS:

- A. [Ordinance No. 19-2022 – First Reading - Adopting amendments to Chapter 7 “Beaches, Parks and Recreation” to prohibit smoking and vaping in City parks and on the City’s beach](#)
- B. [Update by City Attorney followed by discussion regarding the housing crisis](#)
- C. [Ordinance 2022-12 - First Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” and Article 2 “Administration”, Division 3 “Permits” adding a new Section 23.2-39 “Affordable/Workforce Housing Program,” providing for a Lake Worth Beach Affordable/Workforce Housing Program and scheduling a second reading and public hearing on October 6, 2022](#)
- D. [Ordinance 2022-13 – First Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” and Article 4 “Development Standards”, adding a new Section 23.4-25 “Micro-Units,” providing for Micro-Unit Housing](#)
- E. [Ordinance 2022-14 – First Reading – Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions”, and Article 2 “Administration”, Division 3 “Permits,” Section 23.2-31 “Site Design Qualitative Standards,” providing standards for buildings](#)

NEW BUSINESS:

- A. [Property and Insurance Services renewals with Brown & Brown Inc. and City insurance coverage for FY 2022-2023](#)
- B. [Purchase Orders to Ace Pole Co. and Koppers Utility & Industrial Products for delivery of wood utility poles](#)
- C. [Second Amendment to Agreement with Gresco Utility Supply, Inc. for the purchase and delivery of distribution transformers](#)
- D. [Purchase Order with G&W Electric for Viper Recloser External CT Kit](#)

- E. [Agreement with Energy Erectors, Inc. for the construction of the Canal Distribution Substation](#)

CITY ATTORNEY'S REPORT:

UPCOMING MEETINGS AND WORK SESSIONS:

September 21 - public meeting (redistricting) @ 6 PM
September 22 - 2nd Budget Hearing @ 5:01 PM
September 28 - Pre-agenda Work Session @ 9 AM
October 6 - Regular Meeting @ 6 PM

ADJOURNMENT:

The City Commission has adopted Rules of Decorum for Citizen Participation (See Resolution No. 25-2021). The Rules of Decorum are posted within the City Hall Chambers, City Hall Conference Room, posted online at: <https://lakeworthbeachfl.gov/government/virtual-meetings/>, and available through the City Clerk's office. Compliance with the Rules of Decorum is expected and appreciated.

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
CITY COMMISSION PRE-AGENDA WORK SESSION
CITY HALL COMMISSION CHAMBER
WEDNESDAY, AUGUST 24, 2022 - 9:00 AM**

The meeting was called to order by Mayor Resch on the above date at 9:04 AM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: Present were Mayor Betty Resch; Vice Mayor Christopher McVoy, Commissioners Sarah Malega (left the meeting at 9:47 AM), Kimberly Stokes (left the meeting at 9:30 AM) and Reinaldo Diaz (arrived at 9:07 AM). Also present were City Manager Carmen Davis, City Attorney Glen Torcivia, and City Clerk Melissa Ann Coyne.

UPDATES / FUTURE ACTION / DIRECTION:

Action: Consensus.for the City Attorney to present possibilities concerning the governance of the CRA at the September 20 meeting. (36:50)

Action: Consensus.to allow utility items on the September 20 regular meeting as there would not be a utility meeting on September 27. (46:30)

ADJOURNMENT: (1:02:13)

The meeting adjourned at 10:06 AM.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes Approved: September 20, 2022

Item time stamps refer to the recording of the meeting which is available on YouTube.

**MINUTES
CITY OF LAKE WORTH BEACH
SPECIAL CITY COMMISSION MEETING
CASINO BALLROOM
THURSDAY, AUGUST 25, 2022 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:05 PM in the Casino Ballroom located at 10 S. Ocean Blvd., Lake Worth Beach, Florida.

ROLL CALL: (6:52) Present were Mayor Betty Resch; Vice Mayor Christopher McVoy and Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (7:33) led by Commissioner Sarah Malega.

UNFINISHED BUSINESS: (7:58)

A. Historic Resources Preservation Board (HRPB) interviews and appointments

1. Jamie Foreman (8:46)
2. Mariana Gonzalez (20:24)
3. Neil Rosen (25:45)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to appoint Mariana Gonzalez and Jamie Foreman to the HRPB.

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

NEW BUSINESS: (38:08)

A. Gulfstream Hotel Project Agreements

Action: Motion made by Commissioner Malega and seconded by Vice Mayor McVoy to approve the first agreement for economic incentives.

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

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the second agreement for beach concession access.

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

ADJOURNMENT: (1:46:01)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 7:46 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved September 20, 2022.

Item time stamps refer to the recording of the meeting which is available on YouTube.

DRAFT

**MINUTES
CITY OF LAKE WORTH BEACH
CITY COMMISSION BUDGET WORK SESSION #5
CITY HALL COMMISSION CHAMBER
MONDAY, AUGUST 29, 2022 - 5:00 PM**

The meeting was called to order by Vice Mayor McVoy on the above date at 5:09 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:44) Present were Mayor Betty Resch (arrived at 5:20 PM), Vice Mayor Christopher McVoy, and Commissioners Sarah Malega (via Zoom), Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis and City Clerk Melissa Ann Coyne.

PLEDGE OF ALLEGIANCE: (1:07) led by Commissioner Kimberly Stokes.

UPDATES / FUTURE ACTION / DIRECTION: (01:27)

A. Decisions on Priorities and Funding Options – Supplementals & CIP

Action: Consensus to look at alternative funding sources for the Mobility Plan. (10:19)

Action: Consensus to move the Skate Park and Spillway Park supplemental requests to the CIP budget; looking for grant funding. (18:23)

Action: Consensus to delete the following from the supplemental requests: (30:16)

- Remove supplement request for \$45,000 for cemetery projects
- Project Manager in Finance could be lowered to \$15,000
- Delete \$4,000 from the City Clerk ask for ballot printing
- Remove \$15,000 for the chipper from Public Works
- Delete \$1,500 from the library kitchenette

Action: Consensus to approve the Building Fund supplement requests. (1:25:16)

Action: Consensus to approve the Beach Fund supplement requests. (1:25:28)

Action: Consensus to approve the Electric Fund supplemental requests with an increase of \$50,000 for the higher tier for the SELF program from ARPA funds, if allowable. (1:46:22)

The meeting recessed at 7:27 PM and reconvened to 7:37 PM.

Action: Consensus to approve the fees and charges presented for FY 2023. (2:28:11)

Action: Consensus to explore funding options for the lighting request for the NW ball field. (3:45:13)

ADJOURNMENT: (3:48:10)

The meeting adjourned at 8:57 PM.

ATTEST:

Betty Resch, Mayor

Melissa Ann Coyne, City Clerk

Minutes Approved: September 20, 2022

Item time stamps refer to the recording of the meeting which is available on YouTube.

DRAFT

**MINUTES
CITY OF LAKE WORTH BEACH
REGULAR CITY COMMISSION MEETING
CITY HALL COMMISSION CHAMBER
TUESDAY, SEPTEMBER 6, 2022 – 6:00 PM**

The meeting was called to order by Mayor Resch on the above date at 6:02 PM in the City Commission Chamber located at City Hall, 7 North Dixie Highway, Lake Worth Beach, Florida.

ROLL CALL: (0:11) Present were Mayor Betty Resch, Vice Mayor Christopher McVoy, Commissioners Sarah Malega, Kimberly Stokes and Reinaldo Diaz. Also present were City Manager Carmen Davis, City Attorney Glen Torcivia and City Clerk Melissa Ann Coyne.

INVOCATION OR MOMENT OF SILENCE: (0:35) led by Mayor Betty Resch.

PLEDGE OF ALLEGIANCE: (1:12) led by Commissioner Reinaldo Diaz.

ADDITIONS/DELETIONS/REORDERING (1:35)

New Business item D, Ordinance No. 2022-15 – approval of a Mixed Use Urban Planned Development, Major Site Plan for the project commonly referred to as “Lake Worth Station” was continued to the September 20, 2022 meeting. New Business item A, Twelfth Addendum to the Law Enforcement Service Agreement (LESA) and New Business item F, Ordinance No. 2022-18 – First Reading - Repeal of sections 15-91 “Definitions,” 15-91 “Prohibited acts regarding panhandling,” and 19-14 “Right-of-way solicitors and canvassers” were reordered to follow the Consent Agenda.

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the agenda as amended.

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

PRESENTATIONS: (17:32) (there is no public comment on Presentation items)

- A. Presentation by The Corradino Group regarding the FDOT Intersection Project Update on US1 at Lake and Lucerne Avenues (18:05)
- B. PBC Transportation Planning Agency (TPA) presentation regarding Vision Zero and Complete Streets (33:56)
- C. Presentation by Kimley-Horn regarding Dixie Highway Lane Repurposing (48:38)
- D. Presentation by Lauren Bennett, Leisure Services Director, of awards received at the Florida Festival and Events Association Conference (1:06:06)

COMMISSION LIAISON REPORTS AND COMMENTS:

There were no liaison reports.

CITY MANAGER'S REPORT:

City Manager Davis did not provide a report.

PUBLIC PARTICIPATION OF NON-AGENDAED ITEMS AND CONSENT AGENDA: (1:11:17)

APPROVAL OF MINUTES: (01:22:52)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the following minutes:

- A. Budget Work Session #3 - August 11, 2022
- B. Budget Work Session #4 - August 15, 2022
- C. Regular Meeting - August 16, 2022
- D. Work Session - August 23, 2022

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

CONSENT AGENDA: (1:23:13) (public comment allowed during Public Participation of Non-Agendaed items)

Action: Motion made by Commissioner Stokes and seconded by Commissioner Diaz to approve the Consent Agenda:

- A. Seventh Amendment to Professional Services Agreement with Ben Few & Company, Inc.
- B. Resolution No. 61-2022 – establishing the City’s desire to be designated as a Vision Zero Community
- C. Resolution No. 64-2022 – submission of an application to the Florida Department of State, Division of Cultural Affairs, General Program Support grant program for funding assistance with the 2023 Street Painting Festival
- D. Resolution No. 65-2022 – Fiscal Year 2023 State Aid to Libraries Grant Application
- E. Resolution No. 66-2022 – Florida Humanities English for Families Program Grant Application

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

(reordered from later in the agenda) **NEW BUSINESS:** (1:23:32)

The meeting recessed at 7:28 PM and reconvened at 7:42 PM.

- F. Ordinance No. 2022-18 – First Reading - Repeal of sections 15-91 “Definitions,” 15-91 “Prohibited acts regarding panhandling,” and 19-14 “Right-of-way solicitors and canvassers” (1:40:20)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-18 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REPEALING SECTIONS 15-90 “DEFINITIONS,” 15-91 “PROHIBITED ACTS REGARDING PANHANDLING,” AND 19-14 “RIGHT-OF-WAY SOLICITORS AND CANVASSERS” OF THE CITY CODE OF ORDINANCES WHICH MAKE

CERTAIN INSTANCES OF PANHANDLING OR SOLICITING IN PUBLIC AREAS UNLAWFUL; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to extend the meeting until 11 PM.

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

Action: Motion made by Vice Mayor McVoy and seconded by Commissioner Diaz to approve Ordinance No. 2022-18 on first reading and set the second reading and public hearing for September 20, 2022.

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

Mayor Resch passed the gavel to Vice Mayor McVoy and left the meeting at 10:22 PM.

The meeting recessed at 10:23 PM and reconvened at 10:37 PM.

A. (reordered to follow New Business F) Twelfth Addendum to the Law Enforcement Service Agreement (LESA) (4:35:40)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to approve the Twelfth Addendum to the Law Enforcement Service Agreement (LESA).

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

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to extend the meeting until midnight.

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

PUBLIC HEARINGS: (4:52:07)

A. Resolution No. 55-2022 - Adopting the final assessment roll for non-ad valorem assessments levied for Chronic Nuisance Services and directing that such final assessment roll be certified to the Palm Beach County Tax Collector

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 55-2022 OF THE CITY OF LAKE WORTH BEACH, FLORIDA, RELATED TO THOSE NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED FOR THE COST OF PROVIDING LOT CLEARING, BOARDING AND SECURING, AND DEMOLITION SERVICES TO ELIMINATE NUISANCE CONDITIONS ON PRIVATE REAL PROPERTY WITHIN THE INCORPORATED AREA OF THE CITY; APPROVING THE ASSESSMENT ROLL FOR FISCAL YEAR

2022 AND FOR OTHER PURPOSES; PROVIDING FOR CONFLICTS,
SEVERABILITY AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve Resolution No. 55-2022 - Adopting the final assessment roll for non-ad valorem assessments levied for Chronic Nuisance Services and directing that such final assessment roll be certified to the Palm Beach County Tax Collector.

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

UNFINISHED BUSINESS: (4:53:48)

- A. Resolution No. 63-2022 – approval to submit an application to the Florida Department of Transportation (FDOT) for lane repurposing on US-1/Dixie Highway

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 63-2022 -- A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, FLORIDA SUPPORTING THE RECOMMENDATIONS OF THE US-1/FEDERAL HIGHWAY MULTIMODAL CORRIDOR STUDY COMPLETED AND ADOPTED BY THE PALM BEACH COUNTY TRANSPORTION PLANNING AGENCY AND THE US-1 LAKE WORTH BEACH COMPLETE STREETS STUDY SUPPORTED BY THE LAKE WORTH BEACH COMMUNITY REDEVELOPMENT AGENCY AND PALM BEACH COUNTY TRANSPORTATION PLANNING AGENCY, INCLUDING THE REDUCTION OF THE NUMBER OF LANES, AND AUTHORIZING THE CITY TO SUBMIT AN APPLICATION TO THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE LANE REPURPOSING ON US-1/DIXIE HIGHWAY BETWEEN SR-5/FEDERAL HIGHWAY AND THE C-51 CANAL; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve Resolution No. 63-2022 – submitting an application to the Florida Department of Transportation (FDOT) for lane repurposing on US-1/Dixie Highway.

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

NEW BUSINESS: (5:16:37)

- A. (reordered to follow the Consent Agenda) Twelfth Addendum to the Law Enforcement Service Agreement (LESA)

- B. Resolution No. 62-2022 – establishing the City’s Complete Streets Policy (5:16:39)

City Attorney Torcivia did not read the resolution.

RESOLUTION NO. 62-2022 – A RESOLUTION OF THE CITY OF LAKE WORTH BEACH, FLORIDA TO ESTABLISH A COMPLETE STREETS POLICY TO

INTEGRATE VEHICULAR TRAFFIC, BICYCLING, WALKING, AND PUBLIC TRANSIT WITH THE CITY'S PROJECTS, POLICY INITIATIVES, GOALS, AND OBJECTIVES FOR ROUTINELY INCORPORATING COMPLETE STREETS INTO PRACTICE; AND PROVIDING AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve Resolution No. 62-2022 – establishing the City's Complete Streets Policy.

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

C. Agreement with Spatco Energy Solutions LLC for the Fleet Fuel System and Dispensers Replacement Project (5:30:37)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve the Agreement with Spatco Energy Solutions LLC for the Fleet Fuel System and Dispensers Replacement Project.

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

D. (continued to September 20 meeting) Ordinance No. 2022-15 – First Reading - approval of a Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for the project commonly referred to as "Lake Worth Station" located at 930 N G Street to construct a 5-story, 81 dwelling unit mixed use development with 39 multi-family units proposed to qualify as workforce housing and office space. The sustainable bonus request is for additional density and height. The property is zoned Transit Oriented Development – East (TOD-E)

E. Ordinance No. 2022-16 – First Reading - Establishing a Business Advisory Board (5:31:39)

City Attorney Torcivia read the ordinance by title only.

ORDINANCE 2022-16 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ADDING A NEW ARTICLE 16III "BUSINESS ADVISORY BOARD," PROVIDING FOR A NEW BUSINESS ADVISORY BOARD, TERMS, COMPOSITION AND DUTIES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to approve Ordinance No. 2022-16 on first reading and set the second reading and public hearing for September 20, 2022, expanding the board composition to seven members with a quorum of four members, adding the category of industrial businesses and lawyer; and clarifying that meetings would be every other month.

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

F. (reordered to follow the Consent Agenda) Ordinance No. 2022-18 – First Reading - Repeal of sections 15-91 “Definitions,” 15-91 “Prohibited acts regarding panhandling,” and 19-14 “Right-of-way solicitors and canvassers”

G. Ordinance No. 2022-19 – First Reading - Adopting amendments to Chapter 7 “Beaches, Parks and Recreation” to prohibit smoking and vaping in City parks and on the City’s beach (5:51:07)

Action: Motion made by Commissioner Malega and seconded by Commissioner Diaz to move Ordinance No. 2022-19 to the September 20 meeting as New Business A.

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

CITY ATTORNEY'S REPORT:

A. (continued to the September 20 meeting) Housing Crisis Update

UPCOMING MEETINGS AND WORK SESSIONS:

September 8 - Special, 1st Budget Hearing @ 5:01 pm
September 12 - Work Session - redistricting @ 5 pm
September 14 - Pre-Agenda Work Session @ 9 am
September 20 - Regular @ 6 pm

ADJOURNMENT: (5:52:35)

Action: Motion made by Commissioner Malega and seconded by Commissioner Stokes to adjourn the meeting at 11:55 PM.

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

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Minutes approved September 20, 2022.

Item time stamps refer to the recording of the meeting which is available on YouTube.

CITY OF LAKE WORTH BEACH

PROCLAMATION

WHEREAS, September 17, 2022, marks the 235th anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, Celebration of the Constitution was started by the Daughters of the American Revolution. In 1955, the DAR petitioned Congress to set aside September 17-23 annually to be dedicated to the observance of Constitution Week. The resolution was later adopted by the U.S. Congress and signed into public law on August 2, 1956, by President Dwight D. Eisenhower. heightening awareness and respect for our great American heritage; and

WHEREAS, All people within the boundaries of the United States of America, whether citizens or visitors, enjoy the protection of their individual rights to an extent unparalleled on the face of the earth since recorded history, but these rights also imply individual responsibility; and

WHEREAS, It is proper for all people to reflect on the blessings of liberty afforded them in the United States as guaranteed by the Constitution, and it is proper that official recognition be accorded to this expression of the foundation of our freedoms that set America apart from every other nation; and

WHEREAS, The City of Lake Worth Beach honors the blessings of Liberty and the foundation of Freedoms guaranteed by the United States Constitution that so define our City's proud history and guide our promising future.

NOW, THEREFORE, I, BETTY RESCH, by virtue of the authority vested in me as Mayor of the City of Lake Worth Beach and on behalf of the City Commission, do hereby proclaim:

SEPTEMBER 17-23, 2022

as

CONSTITUTION WEEK

and ask all residents to reaffirm the ideals that the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Lake Worth Beach, Florida, to be affixed hereto this 20th day of September, 2022.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

CITY OF LAKE WORTH BEACH

PROCLAMATION

- WHEREAS,** Alzheimer's disease, a progressive neurodegenerative brain disorder, tragically robs individuals of their memories and leads to progressive mental and physical impairments; and
- WHEREAS,** Over 5.8 million Americans are living with Alzheimer's disease, including an estimated 200,000 under age 65 living with younger-onset Alzheimer's disease; included in this number are an estimated 750,000 individuals in the State of Florida of which an estimated 80,000 reside in Palm Beach County; and
- WHEREAS,** Every 67 seconds, someone in the United States develops Alzheimer's disease, the sixth leading cause of death in America; and
- WHEREAS,** Alzheimer's disease is the only cause of death among the top ten causes of death in America that cannot be prevented, cured or even slowed; and
- WHEREAS,** The human cost of Alzheimer's disease is immeasurable and in recognition of the individuals, families, friends and caregivers dealing with Alzheimer's disease, the researchers who are seeking a cause or cure; and
- WHEREAS,** The State of Florida and the City of Lake Worth Beach recognize the efforts of the Alzheimer's Association to raise funds and promote awareness to fight Alzheimer's disease and related disorders, thereby improving the quality of human life for those living with Alzheimer's disease and their caregivers.

NOW, THEREFORE, I, BETTY RESCH, by virtue of the authority vested in me as Mayor of the City of Lake Worth Beach and on behalf of the City Commission, do hereby proclaim:

SEPTEMBER 21, 2022
as
ALZHEIMER'S AWARENESS DAY

And I encourage all residents to raise awareness in our community for this devastating disease.

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of Lake Worth Beach, Florida, to be affixed hereto this 20th day of September, 2022.

Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: City Attorney

TITLE:

Third Amendment to Retail Lease with Pura Vida Treats, Inc., the current tenant/assignee

SUMMARY:

The Third Amendment to the Retail Lease with Pura Vida Treats, Inc. seeks authorization from the City Commission to extend the Lease for up to 60 days or until another amendment to the Lease is brought before the Commission to extend the Lease for the five (5) year renewal and to amend the Base Rents for such renewal period (based upon the market rate assessment), whichever occurs first.

BACKGROUND AND JUSTIFICATION:

On February 2, 2012, the City and Maxplan Enterprises, Inc. (d/b/a Kilwin's Chocolates and Ice Cream) ("Maxplan") entered a retail lease for Units #3 and #4 at the Lake Worth Beach Municipal Casino Building ("Lease"). The Lease provided an initial term of ten (10) years with two (2) five (5) year options for renewal. On August 13, 2020, the City and Maxplan amended the Lease to address conditions related to the COVID-19 pandemic. On March 2, 2021, the City approved an amendment to the Lease wherein Maxplan assigned the Lease to Pura Vida Treats, Inc. ("Pura Vida"), which took over the Premises and continues to operate the location as Kilwin's Chocolates & Ice Cream Lake Worth Beach.

The initial ten (10) year term of the Lease is set to expire on October 1, 2022 and Pura Vida wishes to renew the Lease for an additional five (5) years. The City is currently conducting a market rate assessment on the rent under the Lease; however, such assessment is not yet complete. Therefore, the amendment provides that the Lease will be extended for up to 60 days or until an amendment is presented to the City Commission to extend the Lease for the full five (5) year renewal period and to amend the Base Rents (based upon the market rate assessment), whichever occurs first. In order to document the proposed extension, the City Attorney has prepared the attached Third Amendment to the Lease.

MOTION:

Move to approve / disapprove the Third Amendment to Retail Lease with Pura Vida Treats, Inc.

ATTACHMENT(S):

Third Amendment to Retail Lease

THIRD AMENDMENT TO RETAIL LEASE

THIS THIRD AMENDMENT TO THE RETAIL LEASE (the “Amendment”) is made on the _____ day of _____, 2022, between the **City of Lake Worth Beach**, a Florida municipal corporation (“Landlord”), and **Pura Vida Treats, Inc.**, a Florida corporation (“Tenant/Assignee”) (collectively referred to as the “Parties”).

RECITALS

WHEREAS, on February 2, 2012, the Landlord and Maxplan Enterprises, Inc. (Assignor) entered into a Retail Lease agreement for the lease of unit nos. 3 and 4 on the first floor of the Lake Worth Municipal Casino Building for use by the Assignor as a retail ice cream and chocolates establishment (the “Lease”); and

WHEREAS, on August 13, 2020, the Landlord and the Assignor entered into the First Amendment to the Lease to revise certain terms and conditions of the Lease as a result of the COVID-19 pandemic; and

WHEREAS, on March 2, 2021, the Landlord, Assignor and Tenant/Assignee entered into the Second Amendment to the lease to assign the Lease to the Tenant/Assignee and to revise certain terms and conditions of the Lease; and

WHEREAS, when the Lease is referenced hereinafter, it shall be defined to also include the First Amendment and the Second Amendment.

WHEREAS, the Lease is set to expire on October 1, 2022 and the Parties wish to extend the Lease for the five (5) year renewal; however, the City is conducting a market rate assessment on the Base Rent for the renewal period and it is not yet complete; and

WHEREAS, the City will agree to extend the Lease for up to sixty (60) days or until another amendment to the Lease is brought before the Commission (whichever occurs first) to extend the Lease for the five (5) year renewal and to amend the updated Base Rents for such renewal period (based upon the market rate assessment); and

WHEREAS, the Parties agree that the prior approved assignment of the Lease should not prohibit the extension of the Lease; and

WHEREAS, the Landlord finds amending the Lease as set forth herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in the Lease and this Amendment, and for other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by this reference.
2. **City Commission Consideration.** This Amendment will be considered by the Landlord’s City Commission at a public meeting on September 20, 2022.

3. **Rent Commencement Date.** The parties agree that the Rent Commencement Date is October 1, 2012 and, therefore, in accordance with the Lease, the initial term will expire, unless extended, on October 1, 2022.
4. **Extension.** The Lease is hereby extended for up to sixty (60) days or until an amendment is brought before the Commission to extend the Lease for the five (5) year renewal and to amend the Base Rent for the renewal period, whichever occurs first.
5. **Special Requirements.** Paragraph 1.2 of Exhibit "H" to the Lease (Special Requirements) provides, in part, that the prior assignment of the Lease removes the renewal options from the Lease. The City hereby retroactively waives its right to eliminate the lease renewal options which was triggered by the assignment of the Lease to the current Tenant/Assignee on March 2, 2021.
6. **Agreement Unchanged.** Except as specifically amended herein, all other provisions of the Lease shall remain in full force and effect.
7. **Controlling Documents.** To the extent that there exists a conflict between this Amendment and the Lease, the terms and conditions of this Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.
8. **Entire Agreement.** The Parties agree that the Lease and this Amendment represent the entire agreement between the Parties and supersede all other negotiations, representations, or agreements, either written or verbal.
9. **Counterparts.** Each Party may sign one copy of this Amendment and together, whether by signed original or facsimiled or e-mailed copy, the signed copies shall constitute one, fully executed Amendment.

IN WITNESS WHEREOF, the Parties have caused this Third Amendment to the Retail Lease to be executed by their duly authorized representatives.

LANDLORD: CITY OF LAKE WORTH BEACH, FLORIDA

Witness:

By: _____

Print Name: _____

By: _____

Betty Resch, Mayor

ATTEST:

Melissa A. Coyne, CMC, City Clerk

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ____ day of _____ 2022, by Betty Resch, as the Mayor of the City of Lake Worth Beach (Landlord), who is personally known to me.

Notary Seal:

Notary Public Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

**TENANT/ASSIGNEE:
PURA VIDA TREATS, INC.**

Witnesses:

By: _____
Print Name: Nazid Mohammed

By: Wayne Pyers President
Wayne Pyers, President

By: Joan Duenas
Print Name: Joan Duenas

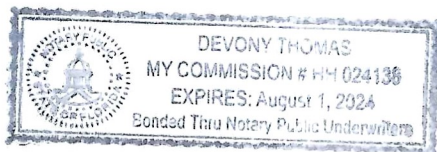
[Corporate Seal, if required]

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING Third Amendment to Retail Lease was acknowledged before me by means of • physical presence or • online notarization on this 7 day of September 2022, by Wayne Pyers, as the President of Pura Vida Treats, Inc., a Florida Corporation, who is personally known to me or who has produced FLDL as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the TENANT/ASSIGNEE to the same.

Notary Seal:

[Signature]
Notary Public Signature



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: City Attorney

TITLE:

Fourth Amendment to Retail Lease with RVRA, LLC, the current tenant

SUMMARY:

The Fourth Amendment to the Retail Lease with RVRA, LLC, seeks authorization from the City Commission to extend the Lease for up to 60 days or until another amendment to the Lease is brought before the Commission to extend the Lease for the five (5) year renewal and to amend the base rents for such renewal period (based upon the market rate assessment), whichever occurs first.

BACKGROUND AND JUSTIFICATION:

On February 23, 2012, the Landlord and Mamma Mia's on the Beach, Inc. (prior "Tenant/Assignor") entered into a Retail Lease agreement for the lease of unit nos. 1 and 2 on the first floor of the Lake Worth Municipal Casino Building for use by the tenant as an Italian restaurant for on and off premises consumption (the "Lease"). On May 2, 2017, the Landlord and the Tenant/Assignor entered into the First Amendment to the Lease authorizing Vincenzo Lograsso to deliver ownership of the Tenant/Assignor's corporation to Francesco Lograsso. On May 7, 2019, the Landlord, the Tenant/Assignor and RVRA, LLC entered into the Second Amendment to the Retail Lease wherein the Landlord agreed to the assignment of the Lease from the Tenant/Assignor to RVRA, LLC, the current Tenant. On December 1, 2020, the Landlord and the Tenant entered into the Third Amendment to the Retail Lease wherein the Parties addressed changes to the terms and conditions of the Lease due to COVID-19.

The Lease is set to expire on October 1, 2022 and the parties wish to extend the Lease for the five (5) year renewal; however, the City is conducting a market rate assessment on the base rent for the renewal period and it is not yet complete. Therefore, the amendment provides that the Lease be extended for up to 60 days or until an amendment is presented to the City Commission to extend the Lease for the full five (5) year renewal period and to amend the base rents (based upon the market rate assessment), whichever occurs first. In order to document the proposed extension, the City Attorney has prepared the attached Fourth Amendment to the Lease.

MOTION:

Move to approve / disapprove the Fourth Amendment to Retail Lease with RVRA, LLC.

ATTACHMENT(S):

Fourth Amendment

FOURTH AMENDMENT TO RETAIL LEASE

THIS FOURTH AMENDMENT TO THE RETAIL LEASE (the "Amendment") is made between the City of Lake Worth Beach, a Florida municipal corporation ("Landlord"), and RVRA, LLC, a Florida limited liability company (the "Tenant") (collectively, the "Parties").

RECITALS

WHEREAS, on February 23, 2012, the Landlord and Mamma Mia's on the Beach, Inc. (prior "Tenant/Assignor") entered into a Retail Lease agreement for the lease of unit nos. 1 and 2 on the first floor of the Lake Worth Municipal Casino Building for use by the Tenant as an Italian restaurant for on and off premises consumption (the "Lease"); and,

WHEREAS, on May 2, 2017, the Landlord and the Tenant/Assignor entered into the First Amendment to the Retail Lease authorizing Vincenzo Lograsso to deliver ownership of the Tenant/Assignor's corporation to Francesco Lograsso; and

WHEREAS, on May 7, 2019, the Landlord, the Tenant/Assignor and RVRA, LLC entered into the Second Amendment to the Retail Lease wherein the Landlord agreed to the assignment of the Lease from the Tenant/Assignor to RVRA, LLC, the current Tenant; and

WHEREAS, on December 1, 2020, the Landlord and the Tenant entered into the Third Amendment to the Retail Lease wherein the Parties addressed changes to the terms and conditions of the Lease due to COVID-19; and,

WHEREAS, when the Lease is referenced hereinafter, it shall be defined to also include the First Amendment, Second Amendment and Third Amendment.

WHEREAS, the Lease is set to expire on October 1, 2022 and the Parties wish to extend the Lease for the five (5) year renewal; however, the City is conducting a market rate assessment on the Base Rent for the renewal period and it is not yet complete; and

WHEREAS, the City will agree to extend the Lease for up to sixty (60) days or until another amendment to the Lease is brought before the Commission (whichever occurs first) to extend the Lease for the five (5) year renewal and to amend the updated Base Rents for such renewal period (based upon the market rate assessment); and

WHEREAS, the Parties agree that the prior approved assignment of the Lease should not prohibit the extension of the Lease; and

WHEREAS, the Landlord finds amending the Lease as set forth herein serves a valid public purpose.

NOW THEREFORE, in consideration of the promises and mutual covenants contained in the Lease and this Amendment and for other good and valuable consideration, the receipt of which the Parties expressly acknowledge, the Parties agree as follows:

1. *Recitals.* The recitals set forth above are incorporated herein by this reference.

2. **City Commission Consideration.** This Amendment will be considered by the Landlord's City Commission at a public meeting on September 20, 2022.
3. **Rent Commencement Date.** The parties hereby agree that the Rent Commencement Date is October 1, 2012 and, therefore, in accordance with the Lease, the initial term will expire, unless extended, on October 1, 2022.
4. **Extension.** The Lease is hereby extended for up to sixty (60) days or until an amendment is brought before the Commission to extend the Lease for the five (5) year renewal and to amend the Base Rent for the renewal period, whichever occurs first.
5. **Special Requirements.** Paragraph 1.2 of Exhibit "H" to the Lease (Special Requirements) provides, in part, that the prior assignment of the Lease removes the renewal options from the Lease. The City hereby retroactively waives its right to eliminate the lease renewal options which was triggered by the assignment of the Lease to the current Tenant/Assignee on May 7, 2019.
6. **Agreement Unchanged.** Except as specifically amended herein, all other provisions of the Lease shall remain in full force and effect.
7. **Controlling Documents.** To the extent that there exists a conflict between this Amendment and the Lease, the terms and conditions of this Amendment shall prevail. Whenever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between the provisions of the various documents.
8. **Entire Agreement.** The Parties agree that the Lease and this Amendment represent the entire agreement between the Parties and supersede all other negotiations, representations, or agreements, either written or verbal.
9. **Counterparts.** Each Party may sign one copy of this Amendment and together, whether by signed original or by digitally signed, facsimiled, or e-mailed copy, the signed copies shall constitute one, fully executed Amendment.

IN WITNESS WHEREOF, the Parties have caused this Amendment to the Retail Lease to be executed by their duly authorized representatives.

LANDLORD: CITY OF LAKE WORTH BEACH, FLORIDA

Witness:

By: _____
 Print Name: _____

By: _____
 Betty Resch, Mayor

ATTEST:

Date: _____

 Melissa A. Coyne, CMC, City Clerk

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this ___ day of _____ 2022, by Betty Resch, as the Mayor of the City of Lake Worth Beach (Landlord), who is personally known to me.

Notary Seal:

Notary Public Signature

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

TENANT: RVRA, LLC

Witnesses:

By: _____
Print Name: Diane M. Persten

By: _____
CATERINA VULTAGGIO

By: _____
Print Name: Steven Persten

[Corporate Seal, if required]

STATE OF FLORIDA)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 19 day of September 2022, by Caterina Vultaggio, as the Owner of RVRA, LLC, a Florida limited liability company, who is personally known to me or who has produced Driver License as identification, and who did take an oath that he is duly authorized to execute the foregoing instrument and bind the TENANT to the same.

Notary Seal:



Notary Public Signature

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: Electric Utility

TITLE:

Facility Construction Agreement with Florida Power & Light for New Interconnection Project

SUMMARY:

Agreement with Florida Power & Light Company (“FPL”) to establish a new interconnection between FPL’s transmission system and the Lake Worth Beach Electric Utility transmission system at the Canal Substation Station

BACKGROUND AND JUSTIFICATION:

City’s electric utility is connected the statewide electric high voltage transmission system via a single radial extension to the FPL transmission system which was first placed in service circa 1972 and later upgraded circa 1982. The existing radial transmission interconnection serves as the City’s electric utility’s sole pathway for accessing competitively priced wholesale electric energy and capacity from power plants located statewide in which it has ownership and other contractual interests, and provides reliability of electric supply as the City’s electric supply needs are in excess of City’s power plant capabilities to adequately of reliably provide.

Under the proposed Facility Construction Agreement for New Interconnection Project (“Construction Agreement”) the City and FPL will memorialize their respective construction responsibilities with respect to a second interconnection to be located at City’s Canal Substation. The additional interconnection will provide a second pathway to the FPL transmission system and greatly enhance City’s ability to operate its electric utility reliably during storm events, as well as allowing for routine maintenance activities to be conducted without placing customers at risk of prolonged outages.

Under the terms of the Construction Agreement, FPL will bear its own costs to construct facilities to provide electric transmission service to the Canal Substation. Likewise, City will bear its own costs to construct facilities to receive electric transmission service at the Canal Substation. City and FPL have previously executed precursor agreements/contracts contemplating such a project. Among them are:

- Contract for Interconnection Operations (“CIO”) dated December 3, 2013
- Letter of Intent (“LOI”) dated October 1, 2020
- Scheduling Document for FPL Intertie at Canal Substation (“Scheduling Document”) dated January 28, 2021

City and FPL have been working collaboratively under the afore mentioned agreements to meet an in-service date for the new interconnection of December 2023.

MOTION:

Move to approve/disapprove the Facility Construction Agreement with Florida Power & Light for New Interconnection Project.

ATTACHMENT(S):

Fiscal Impact Analysis – N/A
Facility Construction Agreement

Facility Construction Agreement for New Interconnection Project

This Facility Construction Agreement (“Agreement”) is entered into as of the ___ day of _____, 2022, between Florida Power & Light Company (“FPL”) and City of Lake Worth Beach, Florida (“LWB” or “LWU”) and, together with FPL referred herein as the “Parties” and sets forth the agreement between the Parties concerning the construction work to be performed by the Parties to establish a new interconnection between FPL’s transmission system, by FPL extending its integrated transmission system to a certain point of interconnection at LWB’s Canal Substation, and by LWB extending its transmission system to the same certain point of interconnection with FPL, and referred to herein as the “Project”.

RECITALS

WHEREAS, FPL is an investor-owned electric utility that owns and operates electric generation, transmission and distribution facilities in portions of the State of Florida and Georgia; and

WHEREAS, LWB is a Florida municipality operating its own electric utility with electric generation, transmission, and distribution facilities in portions of the State of Florida; and

WHEREAS, the Parties entered into a Letter of Intent (“LOI”) dated October 1, 2020 expressing their mutual intent to complete the Project, including the use of reasonable best efforts to achieve the completion, execution, and delivery of certain agreements related to the Project (“Definitive Agreements”); and

WHEREAS, the Parties entered into a Scheduling Document for FPL Intertie at Canal Substation (“Scheduling Document”) dated January 28, 2021 confirming the understanding between FPL and LWB regarding the new proposed intertie. This Scheduling Document included an original proposed in-service date for the Intertie Facilities of December 1, 2022. This was subsequently amended to an in-service date of December 1, 2023, as set forth in Exhibit B, which may be amended by the parties as set forth herein; and

WHEREAS, the Parties are also parties to a Contract for Interconnected Operations (“CIO”), dated December 3, 2013, which provides at Section 4.1.1 that, “[t]o the extent that the Parties agree to modify, add, or delete any Interconnection Facilities, the Parties will enter into a construction agreement setting forth the obligations to construct or remove facilities.” When used in this Construction Agreement, terms with initial capitalization that are not defined in this Agreement shall have the meanings specified in the CIO; and

WHEREAS, the Parties wish to memorialize their construction responsibilities with respect to the Project, as contemplated in the LOI, and as required by the CIO, in this Agreement.

NOW, THEREFORE, in consideration of and subject to the mutual covenants contained herein, the sufficiency of which is acknowledged by both Parties, the Parties agree as follows:

1. The purpose of this Agreement is to establish terms and conditions for work on the Project, including each Party's responsibility for constructing the new facilities comprising the Project and the intended schedule for completion of construction activities, as set forth in Exhibit B (including Appendix D to Exhibit B), as such exhibit and appendix shall be amended from time to time by mutual agreement of the Parties (the "Work"). Subject to the other terms and conditions of this Agreement, FPL shall perform all of its obligations hereunder and provide for the completion of all of its portions of the Work on a mutually agreed schedule with LWB, and LWB shall perform all of its obligations hereunder and provide for the completion of all of its portions of the Work on a mutually agreed schedule with FPL, both as shown in Appendix D.

2. The Parties acknowledge that Exhibit A of this Agreement, which identifies the new certain point of interconnection that will be established upon completion of the Project (where LWB's transmission system interconnects with the integrated transmission system of FPL), will be filed by FPL as a new Appendix to the CIO with the Federal Energy Regulatory Commission ("FERC") pursuant to Section 205 of the Federal Power Act. As requested by FPL, LWB will intervene in the applicable FERC docket in support of the filing. If Exhibit A is not accepted or approved by FERC in substantially the same form as filed, the Parties agree to pursue mutually acceptable modifications to Exhibit A.

3. LWB shall have the right to terminate this Agreement for convenience with five (5) days' notice to FPL. FPL has the right to terminate this Agreement upon breach by LWB that is not cured within ninety (90) days (or, if such cure cannot be completed within 90 days, that LWB has not presented a plan reasonably acceptable to FPL for its cure and begun its cure efforts under that plan within 90 days). FPL may also terminate this Agreement if LWB communicates that the Project is no longer needed or desired by LWB. LWB is responsible for all costs incurred by FPL under this Agreement prior to a termination by LWB for convenience or pursuant to the previous sentence. FPL shall use reasonable efforts to mitigate any termination expenses and/or cancellation costs it incurs. If not earlier terminated by either Party, this Agreement shall remain in effect until the Project has been completed and all of the Work and other obligations of the Parties has been performed in accordance with the terms of this Agreement. Notwithstanding the foregoing sentence, neither Party hereby waives its rights after the apparent completion of the Work to bring a claim against the other Party for defects, deficiencies, failures, inadequacies, or other issues with the Work, to the extent a Party is impacted thereby.

4. The Parties shall share with one another or otherwise provide all information among themselves that is reasonably requested and necessary for each Party to perform its portions of the Work and to otherwise perform its obligations specified under this Agreement. The Work shall be completed consistent with applicable safety and/or engineering codes, and comply with Good Utility Practice, and further, shall comply with applicable laws and regulations. If either Party reasonably determines that a material change(s) to the Work is necessary, including through unforeseen conditions, the Parties shall discuss the impact of such material change(s) and, if deemed necessary by either Party, amend the schedule accordingly. Either Party may in its sole discretion cease work while the Parties address the impact of a material change(s) to the Work. As used herein, "Good Utility Practice" shall mean any of the practices, methods and acts

engaged in or approved by a significant portion of the Florida electric industry during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method, or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in Florida for coastal regions. Good Utility Practice shall include, but not be limited to, compliance with applicable laws and regulations, applicable standards, the National Electric Safety Code, and the National Electrical Code, as they may be amended from time to time, including the criteria, rules and standards of any successor organizations.

5. No: (i) action (e.g., technical review or evaluation, or review of records) or inaction (e.g., failure to assess any portion of any activities to be undertaken by either Party); or (ii) statement, representation, or failure to speak, express or implied, at any time during the term of this Agreement: (a) is an endorsement of any design, fitness, construction, operation, or maintenance to be undertaken by the other Party; (b) is a warranty, representation, assurance, or guarantee of safety, durability, suitability, or reliability or of any associated control, protective, or safety device owned or controlled by the other Party; (c) makes a Party responsible for the facilities of the other Party, including the cost of such facilities; (d) relieves a Party of its exclusive responsibility for operation and maintenance of its own facilities, unless otherwise expressly addressed in a written and signed agreement between the Parties; or (e) relieves a Party of exclusive liability for injury, death, or damage arising from its own action or inaction; provided, however, that nothing in this Agreement is intended, nor may it be construed, to constitute or effect a waiver of any rights to sovereign immunity protections that either party may have under Florida law, including common law sovereign immunity protections, rights, and the damages cap provided for in section 768.28, Florida Statutes.

6. All notices, statements, requests or other communications required under this Agreement will be in writing and deemed delivered (i) if delivered in person or by courier, upon receipt by the intended recipient or upon date of delivery as confirmed by courier's records (ii) if marked, upon the date of delivery as shown by the return receipt therefor; or (iii) if delivered by a nationally recognized mail delivery service, upon the date of delivery. Notices must be sent to the following addresses:

If to FPL:

Florida Power and Light Company
4200 West Flagler Street
Miami, FL 33134
Attn: Senior Manager, Transmission Services

If to LWB:

City of Lake Worth Beach
1900 2nd Avenue North

Lake Worth Beach, Florida 33461
Attn: Edward A. Liberty; Electric Utility Director

A Party may at any time designate different or additional persons or different addresses for giving of notices, demands or requests.

7. No Party shall be considered in breach of this Agreement if its failure to discharge an obligation hereunder is due to a Force Majeure Event. A "Force Majeure Event" shall mean any cause beyond the reasonable control of a Party, including an act of God; labor disturbance; pandemic or epidemic; act of the public enemy, war, insurrection, or riot; fire, storm, or flood; explosion or breakage or accident to machinery or equipment; or order, regulation, or restriction imposed by governmental, military, or lawfully-established civilian authority. A Force Majeure Event does not include an act of negligence or intentional wrongdoing. A Party claiming Force Majeure (the "Impacted Party") shall promptly notify the other Party, either in writing or via phone, of the existence of the Force Majeure Event. The notification must specify in reasonable detail the Force Majeure Event, its expected duration, and the steps the Impacted Party is taking to mitigate the effects. Until the event ends, the Impacted Party must keep the other Party informed on a continuing basis of developments relating to the Force Majeure Event. The Impacted Party may suspend or modify its Agreement performance (other than any payment obligation) only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of its reasonable efforts.

8. In no event shall any Party be liable to any other Party under any provision of this Agreement for any special, indirect, incidental, or consequential losses, damages, costs or expenses, or punitive damages, including but not limited to loss of profit or revenue, loss of the use of equipment, cost of capital, cost of temporary equipment or services, whether based in whole or in part in contract, in tort, including negligence, strict liability, or any other theory of liability.

9. EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO.

10. To the fullest extent allowed by applicable law, each Party ("Indemnifying Party") shall indemnify, release, hold harmless, and, at the other Party's request, defend such other Party from or against a claim caused by, arising out of, or related to a negligent act or negligent omission by the Indemnifying Party related to this Agreement. Nothing in this Agreement shall be construed as either Party's agreement or consent to indemnify, release, hold harmless, or defend the other Party for its own negligent acts or negligent omissions. The Parties hereby agree that the nature of the Work, and its importance for the electric system reliability and resiliency in the City of Lake Worth Beach, Florida and the electric utility customers of the LWB electric utility is of a special, unique and unusual character and that breach of FPL's obligations or duties under this

Agreement may not be reasonably or adequately compensated for in damages in an action at law. Accordingly, LWB shall be entitled to injunctive and equitable relief for such breach, including specific performance, in addition to any other rights or remedies LWB may have at law, in equity, or pursuant to this Agreement.

11. Nothing in this Agreement shall prevent a Party from utilizing the services of contractors or subcontractors, as it deems appropriate, to perform its obligations under this Agreement; provided, however, that each Party shall require its contractors and subcontractors to comply with all applicable terms and conditions of this Agreement in providing such services and each Party shall remain primarily liable to the other Party for the performance of all such contractors and subcontractors. Each Party's contractors and subcontractors utilized in performance of the Work shall be required to maintain appropriate levels of insurance for the Work performed and include the Parties as additional insured on all general liability and auto liability policies.

12. Each Party represents and warrants that it has full power and authority to enter into this Agreement. The person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

13. Florida law governs all matters, including torts, arising under, or relating to execution, interpretation, performance, or enforcement of, this Agreement, without regard to choice of law principles. The Parties will resolve any Claim or dispute in a state or federal court sitting in Palm Beach County, Florida. The Parties hereby consent to exclusive jurisdiction and venue in these courts and, to the fullest extent allowed by applicable law, waive any objection to this jurisdiction or venue, subject to any venue privilege provided by Florida law. This Agreement is subject to all applicable laws and regulations. Each Party expressly reserves the right to seek changes in, appeal, or otherwise contest any law, order, or regulation of a governmental authority.

14. There are no third party beneficiaries to this Agreement.

15. In the event of any claim or dispute arising out of this Agreement, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and court costs, including, without limitation, all such fees and costs incurred on appeals, in bankruptcy proceedings and in post-judgment collection proceedings.

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SIGNATURE PAGE FOLLOWS

THIS FACILITY CONSTRUCTION AGREEMENT FOR NEW INTERCONNECTION PROJECT IS ENTERED INTO BY THE AUTHORIZED REPRESENTATIVES OF THE PARTIES WHOSE SIGNATURES ARE SET FORTH BELOW.

FLORIDA POWER & LIGHT COMPANY

By: _____

Printed Name: _____

Title: _____

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
BETTY RESCH, MAYOR

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

Exhibit A
Canal Substation Interconnection Facilities

1) Osborne-Canal and Ranch-Canal ties:

- a. Loop-in the new City of Lake Worth Beach Canal Substation on what is currently the Osborne - Ranch 138kV line, Greenacres-Osborne line section.
- b. FPL shall own and maintain the portions of the Osborne-Canal and Ranch-Canal 138 kV transmission lines up to and including the line insulators attached to the substation structure at Canal Substation. LWU shall own and maintain all the facilities at the Canal Substation except FPL's RTU, which will be maintained by FPL at FPL's expense.
- c. **Point of Interconnection:** The Point of Interconnection will be at the substation structures at Canal Substation. FPL will own the new transmission line from FPL's transmission system up to and including the first insulator at the pull off tower inside of Canal Substation

d. **General Characteristics at the Point of Interconnection**

The general electrical characteristics at the interconnection point are as follows:

| | |
|------------------|---------------------|
| Nominal Voltage: | 138 kV |
| Rated Frequency: | 60.00 Hz |
| Circuit #1: | 287 MVA, (1905Amps) |
| FPL Conductor: | 1431 ACSR/AZ @ 115C |
| Circuit #2: | 287 MVA, (1260Amps) |
| FPL Conductor: | 1431 ACSR/AZ @ 115C |

This is what FPL is designing for; however, the new Transmission Line will not be rated at 1905A due to limiting factors on existing Line.

- e. **Point of Change of Ownership:** The Point of Change of Ownership will be at the Point of Interconnection.
- f. **System Protection Equipment:**
 - i. Normal "Maintenance of Structures" at Canal Substation will be performed by LWU. Such maintenance shall be performed in accordance with the manufacturers' recommendations, and in accordance with good modern generally accepted utility practice. Upon request, LWU shall provide FPL copies of appropriate maintenance and repair records.
 - ii. FPL shall have the right of access to Canal Substation at any time for the purpose of installing, maintaining, repairing, inspecting, testing, emergency switching or operating any FPL equipment. LWU shall provide FPL a key to Canal Substation or whatever else is necessary to allow access to the Canal Substation yard and control house.
 - iii. FPL shall have the right to review construction plans for any future alterations or additions to the configuration or operation of Canal Substation, prior to LWU's implementation of such plans. LWU will conform with any reasonable recommendations by FPL to modify the construction plans so long as these recommendations conform to standards consistent with good utility practice.

g. Data Acquisition Equipment

- i. Data Acquisition Equipment – Each Party will own its own Data Acquisition Equipment within LWU’s Canal Substation. Each Party will be responsible for its respective Data Acquisition Equipment and maintenance located at LWU’s Canal Substation. LWU will make space available for FPL’s Data Acquisition Equipment inside LWU’s Canal Substation. Such responsibility will include all studies required for installation and maintenance of such Data Acquisition Equipment.
- ii. Data Points List – The list of data points shall be agreed to by the Operating Committee, but shall at least consist of real time MWs, MVARs, line current, line breaker(s) status, and bus voltage.

h. Tie Metering Equipment

- i. Metering and telemetering equipment will be located at LWU’s Canal Substation and shall be owned and maintained by LWU. Additional metering and telemetering equipment will be located as necessary to measure any generation resource located on the LWU side of the interconnection point and will be owned and maintained by LWU. LWU is responsible for the RTU’s as well as the operation and maintenance of any related communications.

i. Control of Breakers at Canal

- i. FPL will have exclusive operational control of the 138 kV circuit breaker and supervisory control equipment associated with FPL’s two transmission lines at Canal Substation and normal operational control of all other 138 kV breakers in the 138 kV section. However, in the event of an emergency, LWU may operate any of the breakers under the direction of FPL’s Division Load Dispatcher.

j. Miscellaneous Provisions

- i. Routine inspections and “Maintenance of Station Equipment” for the facilities owned by LWU at Canal Substation may be performed for LWU by FPL, upon written request, in accordance with FPL’s regular procedures and practices. LWU shall reimburse FPL for all of the costs incurred in rendering such inspection and maintenance service including all regular as well as extraordinary maintenance expenses for renewals and replacements of property units. Charges for routine inspection and minor maintenance expenses shall be recorded through an annual blanket jobbing account with billings rendered only for those months when such work is performed. Charges for major maintenance through individual specific jobbing accounts subject to prior written approval by LWU’s representative, except in an emergency, in which event FPL shall obtain oral approval from LWU’s representative to be later confirmed in writing. Payment for such expenses shall be made in accordance with FPL’s regular procedures and practices.
- ii. Lake Worth agrees that it will not seek Network Credits under FPL’s Open Access Transmission Tariff for any facilities associated with the construction or any existing facilities on Lake Worth’s system, as a result of the Canal Substation Interconnection.

Exhibit B Scope of Work

Project Scope

Loop-in the new City of Lake Worth Beach (LWU) Canal substation on what is currently the Osborne - Ranch 138kV line, Greenacres-Osborne line section. This is to provide another transmission tie between Florida Power and Light and the City of Lake Worth Beach Electric Utility transmission system to complement the existing tie at Hypoluxo.

The point of change of ownership between FPL and LWU will be at the substation structures at Canal Substation, as described in Exhibit A. The City of Lake Worth Beach will construct facilities at the Canal Substation and surrounding property to accept the lines.

TRANSMISSION

FPL

Connect the existing Greenacres-Osborne 138kV line section into LWU Canal Substation.

Proposed routing of line in Appendix A. New conductor to be 1431 ACSR/AZ with 7#8 OHGW rated at 1905A. This will require easement acquisition for approximately 3.6 miles.

City of Lake Worth Beach

Relocate roughly 500 feet of existing LWU Main – LWU Canal Substation 138 kV transmission line to provide clearance for new FPL Greenacres – LWU Canal transmission line as shown in Appendix B.

Install new OPGW for fiber optic communications on existing 138 kV transmission lines from Canal Distribution Substation to Main, and from Main to Hypoluxo.

SUBSTATION

FPL

Install communication package, communication circuit, and mini-RTU at Lake Worth Beach Electric Utility's Canal Transmission Substation. Provide cabling for control, indication, and alarming of the breaker that will tie the Ranch-Canal Substation and Osborne-Canal Substation line sections together.

Work with City of Lake Worth Beach Electric Utility to install two sets of 138kV metering units at Canal Substation. One on the line going to Canal distribution, the other set of metering on the line going to the Main Substation.

City of Lake Worth Beach

Supply all equipment necessary to receive all transmission lines including metering units, structures, and cabling. LWU will supply high voltage connections and required conduits from metering units to location of metering panel.

PROTECTION AND CONTROL

FPL

Coordinate protection design, carrier frequencies and relay settings with City of Lake Worth Beach. Coordinate design for control of mid breaker between Ranch-Canal 138kV and Osborne-Canal 138kV lines together. Provide cabling and connections to single port on each meter (primary and backup) for each new line into Canal.

City of Lake Worth Beach

The installation of equipment will be very similar to Hypoluxo substation which is an existing City of Lake Worth Beach electric substation. The protection line panels and power line carrier will need to coordinate with the FPL line panels and carrier. Metering class current transformers and potential transformers will need to be installed on the Canal Distribution 138kV line and the Canal-Main 138kV line. A port on each meter will need to be provided to FPL for communications. No compensation is necessary for the meter programming as the point of interconnection is at the first insulator at the pull off tower inside Canal substation on both lines

DISTRIBUTION

FPL

The transmission line will include underbuilt distribution facilities along much of the route, with a portion belonging to FPL and a larger portion belonging to LWU.

City of Lake Worth Beach

Work with FPL to relocate existing LWU distribution circuits along FPL's proposed route onto the new FPL 138 kV transmission poles. LWU will construct distribution system modifications as necessary to facilitate this relocation (such as intermediate poles where necessary). Design standards will be agreed upon between LWU and FPL. Work with FPL on a new operating agreement to guide operations on the joint poles, and coordinate for transfer of any third-party attachments as necessary. The locations where this work will take place are effectively the full portion of the FPL 138 kV transmission route shown in Appendix A that is within LWU electric service territory.

Appendix A to Exhibit B
FPL Proposed Transmission Line

Redacted Confidential Information

Appendix B to Exhibit B

Proposed Transmission Line Tie-in at LWU Canal Substation

Redacted Confidential Information

Appendix C to Exhibit B

Preliminary LWU Canal Substation One Line

Redacted Confidential Information

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: City Attorney

TITLE:

Ordinance No. 2022-16 – Second Reading - Establishing a Business Advisory Board

SUMMARY:

The proposed Ordinance will establish a Business Advisory Board to promote business development and support and sustain existing businesses within the City of Lake Worth Beach.

BACKGROUND AND JUSTIFICATION:

The City Commission has expressed a desire for a Business Advisory Board to engage the local business owners within the City of Lake Worth Beach. The proposed Ordinance establishes a Business Advisory Board to act as a liaison between the owners of businesses within the City and the City Commission, to promote business development and support and sustain existing businesses within the City. The Business Advisory Board members will be appointed consistent with Section 2-9 of the City of Lake Worth Beach Code of Ordinances. The proposed duties of the Business Advisory Board are as follows:

- (a) Advise the city commission as to recommended improvements to, and the establishment of, city policies and procedures impacting the business community;
- (b) Review and recommend appropriate communication strategies to disseminate city information to the business community;
- (c) Solicit and facilitate business input in matters of significance in the city;
- (d) Endeavor to build an expanding community of support through education of its members, prospective members, community groups and government officials;
- (e) Advise the city commission and city administration on business development opportunities within the city;
- (f) Identify, analyze and address legislative issues that may impact the business community; and
- (g) Any additional duties as may be assigned by the city commission.

The Ordinance passed first reading by a vote of 4-0 at the first reading on September 6, 2022 with the following modifications:

1. change the board composition to seven members
2. add a category for industrial business and lawyer
3. change quorum from three to four members
4. clarify that meetings would be held every other month

MOTION:

Move to approve / disapprove Ordinance No. 2022-16 establishing a Business Advisory Board.

ATTACHMENTS:

Ordinance 2022-16 revised version and redlined version

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ORDINANCE 2022-16 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ADDING A NEW ARTICLE XXIII "BUSINESS ADVISORY BOARD," PROVIDING FOR A NEW BUSINESS ADVISORY BOARD, TERMS, COMPOSITION AND DUTIES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

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

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

WHEREAS, the City wishes to amend Chapter 2 "Administration," adding thereto a new Article 16III "Business Advisory Board," to create a new Business Advisory Board including the terms, composition and duties; and

WHEREAS, the City of Lake Worth Beach, Florida (the "City"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City Commission finds and declares that the adoption of this ordinance is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors.

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 2 "Administration," is hereby amended by adding thereto a new Article 16III "Business Advisory Board," to read as follows:

ARTICLE XXIII. – BUSINESS ADVISORY BOARD

Sec. 2-271. – Creation of business advisory board and purpose.

There is hereby created a business advisory board. The business advisory board shall act in an advisory capacity to the city manager and city commission. The business advisory board shall be advisory in nature only. The business advisory board shall

52 promote business development and support and sustain existing businesses within the
53 city by identifying business opportunities and acting as a liaison between the owners of
54 businesses within the city and the city commission.

55
56 **Sec. 2-272. – Composition; appointment of members.**

- 57
58 (a) The board shall be appointed by the city commission and shall consist of seven (7)
59 members. The board members need not be residents of the city, but shall be
60 owners or operators of businesses within the city. The board members shall be
61 comprised of representatives from the following categories: retail business,
62 professional services business, personal services business, industrial business,
63 commercial realtor or business broker, certified property manager, community
64 bank representative, attorney, and commercial property owner.
65
66 (b) Appointments shall be made consistent with Section 2-9.
67
68 (c) If any member of the board shall fail to be present at three (3) consecutive regularly
69 scheduled meetings or at twenty (20) percent of the regularly scheduled meetings
70 of the board held within any twelve-month period, the city clerk shall declare the
71 member's office vacant, and the city commission shall promptly fill such vacancy.
72
73 (d) If the position of a member becomes vacant for any reason, the city commission
74 shall appoint another person to serve the unexpired term of the vacated position.
75
76 (e) The city commission may remove any member of the board for misconduct or
77 neglect of duty.
78

79
80 **Sec. 2-273. – Officers; meetings.**

- 81
82 (a) Officers. The board shall elect its officers for a term of one (1) calendar year,
83 not to exceed the member's appointed term.
84
85 1. Chairperson. Presides at meetings of the board and makes
86 presentations, written and oral, on behalf of the board to the city
87 commission and the city manager.
88
89 2. Vice-chairperson. Performs the duties of the chairperson in his/her
90 absence.
91
92 3. Secretary. Records the minutes and attendance at each meeting.
93
94 (b) Meetings.
95
96 1. The board shall meet every other month, or more regularly as necessary to
97 address matters as requested by the commission.
98 2. Four (4) members of the board shall constitute a quorum for the
99 performance of the duties of the board at any time.
100

- 101 3. Meetings of the board shall be open to the public, and minutes shall be kept.
102 A public record of the board's minutes and resolutions shall be maintained
103 and made available for inspection by the public.
104

105 **Sec. 2-274. – Duties.**

106
107 The board's duties shall consist of the following:

- 108
109 (a) Advise the city commission as to recommended improvements to, and the
110 establishment of, city policies and procedures impacting the business community;
111
112 (b) Review and recommend appropriate communication strategies to disseminate city
113 information to the business community;
114
115 (c) Solicit and facilitate business input in matters of significance in the city;
116
117 (d) Endeavor to build an expanding community of support through education of its
118 members, prospective members, community groups and government officials;
119
120 (e) Advise the city commission and city administration on business development
121 opportunities within the city;
122
123 (f) Identify, analyze and address legislative issues that may impact the business
124 community; and
125
126 (g) Any additional duties as may be assigned by the city commission.
127

128 **Sec. 2-275. – Staff liaison.**

129
130 The city manager, or his or her appointed designee, is staff liaison to the board
131 and attends board meetings. The city manager or appointed designee shall serve only in
132 an advisory capacity. The city manager or appointed designee shall have a continuing
133 responsibility to explain the organization, responsibilities and objectives to the board. The
134 city manager or appointed designee shall work closely with the board in matters of interest
135 to the operation of efficient programs and inform the board concerning the interests,
136 needs, objectives, progress, plans, and other factors of importance. The city manager or
137 appointed designee shall be the official medium of communication between the city
138 commission and the board.
139

140 **Section 3: Severability.** If any section, subsection, sentence, clause, phrase or
141 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
142 competent jurisdiction, such portion shall be deemed a separate, distinct, and
143 independent provision, and such holding shall not affect the validity of the remaining
144 portions thereof.
145

146 **Section 4: Repeal of Laws in Conflict.** All ordinances or parts of ordinances in
147 conflict herewith are hereby repealed to the extent of such conflict.
148

149 **Section 5: Codification.** The sections of the ordinance may be made a part of
150 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
151 accomplish such, and the word "ordinance" may be changed to "section", "division", or
152 any other appropriate word.

153
154 **Section 6: Effective Date.** This ordinance shall become effective 10 days after
155 passage.

156
157 The passage of this ordinance on first reading was moved by Commissioner
158 Malega, seconded by Commissioner Diaz, and upon being put to a vote, the vote was as
159 follows:

| | | |
|-----|------------------------------|--------|
| 160 | | |
| 161 | Mayor Betty Resch | ABSENT |
| 162 | Vice Mayor Christopher McVoy | AYE |
| 163 | Commissioner Sarah Malega | AYE |
| 164 | Commissioner Kimberly Stokes | AYE |
| 165 | Commissioner Reinaldo Diaz | AYE |
| 166 | | |

167 The Mayor thereupon declared this ordinance duly passed on first reading on the
168 6th day of September, 2022.

169
170
171 The passage of this ordinance on second reading was moved by
172 _____, seconded by _____, and upon being put to a vote,
173 the vote was as follows:

| | |
|-----|------------------------------|
| 174 | |
| 175 | Mayor Betty Resch |
| 176 | Vice Mayor Christopher McVoy |
| 177 | Commissioner Sarah Malega |
| 178 | Commissioner Kimberly Stokes |
| 179 | Commissioner Reinaldo Diaz |
| 180 | |

181 The Mayor thereupon declared this ordinance duly passed on the _____ day of
182 _____, 2022.

183
184 LAKE WORTH BEACH CITY COMMISSION

185
186
187 By: _____
188 Betty Resch, Mayor

189
190 ATTEST:
191
192
193 _____
194 Melissa Ann Coyne, City Clerk

ORDINANCE 2022-16 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 2 "ADMINISTRATION," ADDING A NEW ARTICLE 16III-XXIII "BUSINESS ADVISORY BOARD," PROVIDING FOR A NEW BUSINESS ADVISORY BOARD, TERMS, COMPOSITION AND DUTIES; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

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

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

WHEREAS, the City wishes to amend Chapter 2 "Administration," adding thereto a new Article 16III "Business Advisory Board," to create a new Business Advisory Board including the terms, composition and duties; and

WHEREAS, the City of Lake Worth Beach, Florida (the "City"), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the City Commission finds and declares that the adoption of this ordinance is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors.

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 2 "Administration," is hereby amended by adding thereto a new Article 16III "Business Advisory Board," to read as follows:

ARTICLE 16III-XXIII. - BUSINESS ADVISORY BOARD

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Sec. 2-271. - Creation of business advisory board and purpose.

There is hereby created a business advisory board. The business advisory board shall act in an advisory capacity to the city manager and city commission. The business advisory board shall be advisory in nature only. The business advisory board shall

52 promote business development and support and sustain existing businesses within the
53 city by identifying business opportunities and acting as a liaison between the owners of
54 businesses within the city and the city commission.

55 **Sec. 2-272. – Composition; appointment of members.**

56
57
58 (a) The board shall be appointed by the city commission and shall consist of ~~five (5)~~
59 ~~members and two (2) alternates~~seven (7) -members. The board members need not
60 be residents of the city, but shall be owners or operators of businesses within the
61 city. The board members shall be comprised of representatives from the following
62 categories: retail business, professional services business, personal services
63 business, industrial business, commercial realtor or business broker, certified
64 property manager, community bank representative, attorney, and commercial
65 property owner.

66
67 (b) Appointments shall be made consistent with Section 2-9.

68
69 ~~(c) Alternate members shall be appointed as first alternate and second alternate, and~~
70 ~~shall serve on the board in that order in the event a regular member is absent.~~

71
72 ~~(d)~~(c) If any member of the board shall fail to be present at three (3) consecutive
73 regularly scheduled meetings or at twenty (20) percent of the regularly scheduled
74 meetings of the board held within any twelve-month period, the city clerk shall
75 declare the member's office vacant, and the city commission shall promptly fill such
76 vacancy.

77
78 ~~(e)~~(d) If the position of a member becomes vacant for any reason, the city
79 commission shall appoint another person to serve the unexpired term of the
80 vacated position.

81
82 ~~(f)~~(e) The city commission may remove any member of the board for misconduct
83 or neglect of duty.

84 **Sec. 2-273. – Officers; meetings.**

85
86
87 (a) Officers. The board shall elect its officers for a term of one (1) calendar year,
88 not to exceed the member's appointed term.

- 89
90 1. Chairperson. Presides at meetings of the board and makes
91 presentations, written and oral, on behalf of the board to the city
92 commission and the city manager.
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94 2. Vice-chairperson. Performs the duties of the chairperson in his/her
95 absence.
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97 3. Secretary. Records the minutes and attendance at each meeting.

98
99 (b) Meetings.

- 101 1. The board shall meet ~~bimonthly~~every other month, or more regularly as
102 necessary to address matters as requested by the commission.
103 2. ~~Three (3)~~Four (4) members of the board shall constitute a quorum for the
104 performance of the duties of the board at any time.
105
106 3. Meetings of the board shall be open to the public, and minutes shall be kept.
107 A public record of the board's minutes and resolutions shall be maintained
108 and made available for inspection by the public.
109

110 **Sec. 2-274. – Duties.**

111
112 The board's duties shall consist of the following:

- 113
114 (a) Advise the city commission as to recommended improvements to, and the
115 establishment of, city policies and procedures impacting the business community;
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117 (b) Review and recommend appropriate communication strategies to disseminate city
118 information to the business community;
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120 (c) Solicit and facilitate business input in matters of significance in the city;
121
122 (d) Endeavor to build an expanding community of support through education of its
123 members, prospective members, community groups and government officials;
124
125 (e) Advise the city commission and city administration on business development
126 opportunities within the city;
127
128 (f) Identify, analyze and address legislative issues that may impact the business
129 community; and
130
131 (g) Any additional duties as may be assigned by the city commission.
132

133 **Sec. 2-275. – Staff liaison.**

134
135 The city manager, or his or her appointed designee, is staff liaison to the board
136 and attends board meetings. The city manager or appointed designee shall serve only in
137 an advisory capacity. The city manager or appointed designee shall have a continuing
138 responsibility to explain the organization, responsibilities and objectives to the board. The
139 city manager or appointed designee shall work closely with the board in matters of interest
140 to the operation of efficient programs and inform the board concerning the interests,
141 needs, objectives, progress, plans, and other factors of importance. The city manager or
142 appointed designee shall be the official medium of communication between the city
143 commission and the board.
144

145 **Section 3: Severability.** If any section, subsection, sentence, clause, phrase or
146 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
147 competent jurisdiction, such portion shall be deemed a separate, distinct, and
148 independent provision, and such holding shall not affect the validity of the remaining
149 portions thereof.

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

Section 5: 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 6: 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 _____, Commissioner Diaz, and upon being put to a vote, the vote was as follows:

- Mayor Betty Resch ABSENT
- Vice Mayor Christopher McVoy AYE
- Commissioner Sarah Malega AYE
- Commissioner Kimberly Stokes AYE
- Commissioner Reinaldo Diaz AYE

The Mayor thereupon declared this ordinance duly passed on first reading on the 6th day of _____, September, 2022.

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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 Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

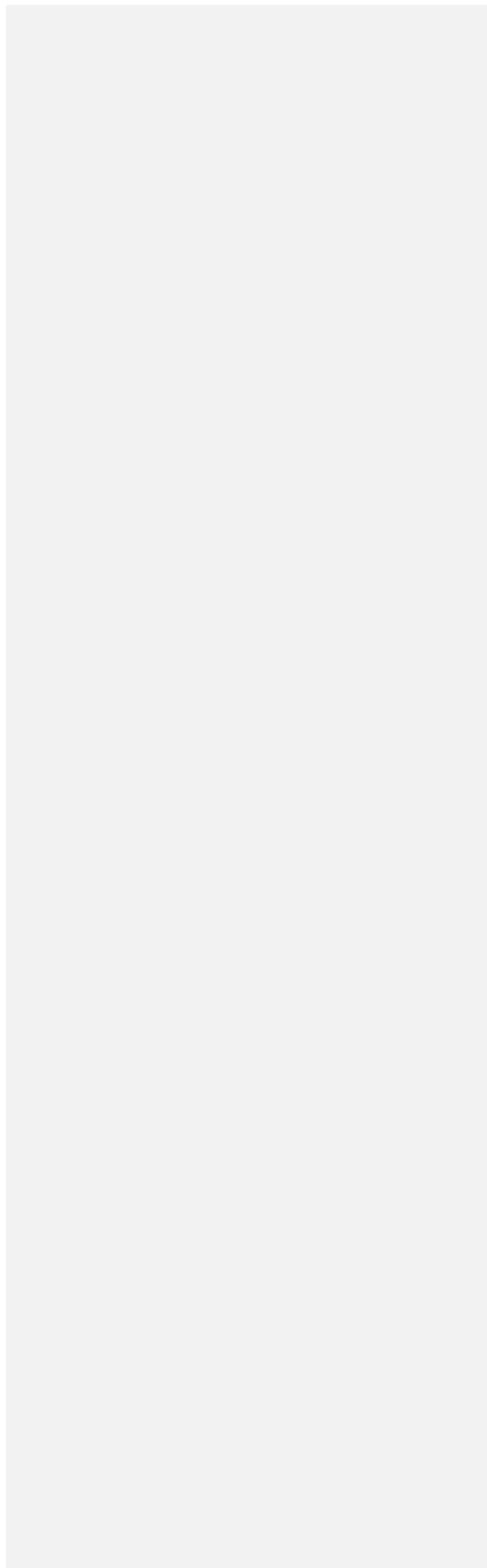
The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

199 _____
200 Melissa Ann Coyne, City Clerk



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: City Attorney

TITLE:

Ordinance No. 2022-18 – Second Reading - Repeal of sections 15-91 “Definitions,” 15-91 “Prohibited acts regarding panhandling,” and 19-14 “Right-of-way solicitors and canvassers”

SUMMARY:

The proposed Ordinance will repeal sections 15-91 “Prohibited acts regarding panhandling” (including Section 15-90 “Definitions”) and 19-14 “Right-of-way solicitors and canvassers”.

BACKGROUND AND JUSTIFICATION:

Section 15-91 of the City’s Code of Ordinances (the “Code”) makes it unlawful to solicit money or other things of value in certain public areas, including bus stops, public transportation facilities and vehicles, areas within 15 feet of a sidewalk café, automatic teller machines, and the entrance or exit of a commercial or governmental building, parking lots, parking garages, and parking pay stations owned or operated by the City and private property, unless the person panhandling has permission from the owner of such property. Section 19-14 of the Code makes it unlawful for any person to canvass or solicit in the right-of-way at certain designated intersections within the City.

The Palm Beach County Sheriff’s Office ceased enforcing sections 15-91 and 19-14 on January 14, 2022, and given the decision to cease enforcement, the City believes it is prudent to repeal sections 15-90, 15-91, and 19-14 of the Code. The Ordinance passed first reading by a vote of 4-1 at the September 6, 2022 meeting.

MOTION:

Move to approve / disapprove Ordinance No. 18-2022 -- Repeal of sections 15-91 “Definitions,” 15-91 “Prohibited acts regarding panhandling,” and 19-14 “Right-of-way solicitors and canvassers”.

ATTACHMENTS:

Ordinance 2022-18

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ORDINANCE 2022-18 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, REPEALING SECTIONS 15-90 “DEFINITIONS,” 15-91 “PROHIBITED ACTS REGARDING PANHANDLING,” AND 19-14 “RIGHT-OF-WAY SOLICITORS AND CANVASSERS” OF THE CITY CODE OF ORDINANCES WHICH MAKE CERTAIN INSTANCES OF PANHANDLING OR SOLICITING IN PUBLIC AREAS UNLAWFUL; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, AN EFFECTIVE DATE, AND FOR OTHER PURPOSES

WHEREAS, the City of Lake Worth Beach, Florida (the “City”) is a duly constituted municipality having such home rule power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, section 15-91 of the City’s Code of Ordinances (the “Code”) makes it unlawful to solicit money or other things of value in certain public areas, including bus stops, public transportation facilities, public transportation vehicles, areas within fifteen (15) feet of a sidewalk café, automatic teller machine, and the entrance or exit of a commercial or governmental building, parking lots, parking garages and parking pay stations owned or operated by the City and private property, unless the person panhandling has permission from the owner of such property; and

WHEREAS, section 19-14 of the Code makes it unlawful for any person to canvass or solicit in the right-of-way at certain designated intersections within the City; and

WHEREAS, the City’s law enforcement agency, the Palm Beach County Sheriff’s Office (PBSO), ceased enforcing sections 15-91 and 19-14 on January 14, 2022; and

WHEREAS, given the prior decision to cease enforcement of these ordinances, the City Commission believes it is prudent to repeal section 15-91 (and associated section 15-90 “Definitions”) and section 19-14 of the Code; and

WHEREAS, the City Commission finds and declares that the repeal of these ordinances is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors.

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 incorporated into this Ordinance as true and correct findings of the City Commission.

Section 2: Chapter 15 “Offenses – Miscellaneous,” Article VI “Panhandling” is hereby repealed in full as follows:

ARTICLE VI. – RESERVEDPANHANDLING

48 **Sec. 15-90. - Definitions.**

49 Definitions as used in this article:

50 ~~(a) Aggressive panhandling or solicitation means:~~

51 ~~(1) Approaching or speaking to a person in such a manner as would cause a~~
52 ~~reasonable person to believe that the person is being threatened with either imminent~~
53 ~~bodily injury or the commission of a criminal act upon the person or another person, or~~
54 ~~upon property in the person's immediate possession;~~

55 ~~(2) Continuing to request money or something else of value after the person~~
56 ~~solicited has given a negative response to the initial request;~~

57 ~~(3) Blocking, either individually or as part of a group of persons, the passage of~~
58 ~~a solicited person;~~

59 ~~(4) Touching a solicited person without explicit permission; or~~

60 ~~(5) Engaging in conduct that would reasonably be construed as intended to~~
61 ~~intimidate, compel or force a solicited person to accede to demands.~~

62 ~~(b) Panhandling means:~~

63 ~~(1) Any solicitation made in person requesting an immediate donation of money~~
64 ~~or other thing of value for oneself or another person; or~~

65 ~~(2) Any solicitation which seeks a donation where the person solicited receives~~
66 ~~an item of little or no monetary value in exchange and where a reasonable person would~~
67 ~~understand that the transaction is in substance a donation.~~

68 ~~Panhandling does not mean the act of passively standing or sitting, performing music,~~
69 ~~or singing with a sign or other indication that a donation is being sought, but without any~~
70 ~~vocal request other than a response to an inquiry by another person.~~

71 **Sec. 15-91. - Prohibited acts regarding panhandling.**

72 ~~(a) It shall be unlawful to engage in the act of panhandling when either the solicitation~~
73 ~~occurs or the person being solicited is located in, on, or at any of the following locations:~~

74 ~~(1) Bus stop or any public transportation facility;~~

75 ~~(2) Public transportation vehicle;~~

76 ~~(3) Area within fifteen (15) feet, in any direction, of a sidewalk café, as defined in~~
77 ~~the Code;~~

78 ~~(4) Parking lot, parking garage, or parking pay station owned or operated by the~~
79 ~~city;~~

80 ~~(5) Area within fifteen (15) feet, in any direction, of an automatic teller machine;~~

81 ~~(6) Area within fifteen (15') feet, in any direction, of the entrance or exit of a~~
82 ~~commercial or governmental building;~~

83 ~~(7) Private property, unless the person panhandling has permission from the~~
84 ~~owner of such property.~~

85 ~~(b) It shall be unlawful to engage in the act of aggressive panhandling in any location~~
86 ~~in the city.~~

87

88 **Section 3:** Chapter 19 "Streets and Sidewalks," Article I "In General," Section
89 19-14 "Right-of-way solicitors and canvassers" is hereby repealed in full as follows:
90

90

91 **Sec. 19-14. – Reserved.Right-of-way solicitors and canvassers.**

92 ~~(a) Definitions. For the purposes of this section, "right-of-way canvasser or solicitor"~~
93 ~~shall mean any person who sells or offers for sale any thing or service of any kind, or~~
94 ~~who seeks any donation of any kind, or who personally hands to or seeks to transmit by~~
95 ~~hand or receive by hand any thing or service of any kind, whether or not payment in~~
96 ~~exchange is required or requested, to any person who operates or occupies a motor~~
97 ~~vehicle of any kind, which vehicle is engaged in travel on or within any portion of any of~~
98 ~~the streets or roadways in the city, whether or not such vehicle is temporarily stopped~~
99 ~~in the travel lanes of the road. The term shall not apply to any person who merely holds~~
100 ~~or displays a sign lawfully permitted to be displayed by a person as long as there is no~~
101 ~~entry by such person or sign into any portion of the roadway. Further, this term shall not~~
102 ~~apply to official citations or notices provided pursuant to governmental authority.~~

103 ~~(b) Findings; purpose; intent.~~

104 ~~(1) The city commission of the City of Lake Worth desires to adopt an ordinance~~
105 ~~restricting right-of-way canvassers and solicitors from certain intersections located in~~
106 ~~the city because such canvassers and solicitors pose a danger to themselves and the~~
107 ~~public at large by interfering with the safe movement of normal vehicular traffic; and~~

108 ~~(2) According to a 2017 report by Smart Growth America, a national group that~~
109 ~~advocates for smart development, since 2009, pedestrians in Florida are more likely to~~
110 ~~be struck by vehicles than elsewhere in the United States;~~

111 ~~(3) According to the Smart Growth America report, the metropolitan areas from~~
112 ~~Miami to West Palm Beach are one of the most dangerous metropolitan areas for~~
113 ~~pedestrians with 1,508 pedestrian fatalities from 2005-2014; and~~

114 ~~(4) According to the Florida Department of Highway Safety and Motor Vehicles~~
115 ~~2015 Florida Traffic Crash Statistics Report, six hundred thirty two (632) pedestrians~~
116 ~~were killed on Florida roadways in 2015; thirty five (35) of those pedestrians were killed~~
117 ~~on roadways in Palm Beach County; and~~

118 ~~(5) As reported in the USDOT National Highway Traffic Safety Administration's~~
119 ~~June 2008 National Pedestrian Crash Report, the Lake Worth experienced two (2)~~
120 ~~pedestrian crash deaths in 2006 alone; and~~

121 ~~(6) Based upon statistics collected by the U.S. Department of Transportation,~~
122 ~~Federal Highway Administration, Florida pedestrian fatalities are on the rise; and~~

123 ~~(7) According to a Palm Beach County Metropolitan Planning Organization's~~
124 ~~Bicycle and Pedestrian Safety Team commissioned study, Lake Worth Road (from Jog~~
125 ~~Road east into downtown Lake Worth) is a corridor of concern based on crash data~~
126 ~~involving pedestrians and bicyclists in Palm Beach County from 2010 to 2014 with~~
127 ~~central Palm Beach County being the most intense for pedestrian crashes in the past~~
128 ~~five (5) years; and~~

129 ~~(8) Numerous types of right-of-way canvassers and solicitors may seek to~~
130 ~~operate within the City of Lake Worth, including, but not limited to, children, adolescents~~
131 ~~and adults who seek to collect money for school and community activities; vendors who~~
132 ~~sell flowers, newspapers and other products; and, people who seek donations or~~
133 ~~distribute written information; and~~

134 ~~(9) Right-of-way canvassers and solicitors approach motorists and passengers~~
135 ~~in motor vehicles engaged in travel on roads, and are particularly susceptible and~~
136 ~~vulnerable to serious injury, or death due to the speed and number of motorists who~~
137 ~~operate vehicles on busy roads within the city; and~~

138 ~~(10) Roadways are primarily designed for vehicular traffic and are not suited to~~
139 ~~safely accommodate right-of-way canvassers and solicitors; and~~

140 ~~(11) The presence of right-of-way canvassers and solicitors interferes with the~~
141 ~~safe movement of normal vehicular traffic; and~~

142 ~~(12) The road network in the city is substantially burdened by a high volume of~~
143 ~~traffic, roadway and adjacent construction and road design which frequently includes~~
144 ~~vehicle turns and movements that demand a driver's strict attention; and~~

145 ~~(13) It is the intention of the city commission to use the least restrictive means to~~
146 ~~advance the significant governmental interests of traffic safety and public safety and,~~
147 ~~consequently, the Palm Beach County Sheriff's Office analyzed each of the major roads~~
148 ~~within the city and determined that the intersections listed in subsection (c) below~~
149 ~~present an increased and significant danger for use by distracted drivers, pedestrians~~
150 ~~and right-of-way canvassers and solicitors and pose the greatest threat to traffic and~~
151 ~~public safety in reference to activities and use by right-of-way canvassers and solicitors,~~
152 ~~and therefore the city commission has determined that such activities and use by right-~~

153 ~~of-way canvassers and solicitors shall be prohibited at the intersections listed in~~
154 ~~subsection (c); and~~

155 ~~(14) It is the finding of the city commission that many other alternative channels~~
156 ~~of communication (other than right-of-way canvassing and solicitation at the prohibited~~
157 ~~intersections) exist for persons who seek to exercise their First Amendment freedoms,~~
158 ~~such as, but by no means limited to, solicitation of funds or distribution of literature~~
159 ~~through the mail or at alternate locations (such as houses of worship, shopping areas~~
160 ~~and special events); the sale and/or distribution of newspapers through home or office~~
161 ~~delivery, vending machines and retail stores; other authorized and permitted business,~~
162 ~~charitable and other activities under the city's Code; and the sale of goods and services~~
163 ~~at retail stores, through the internet and from vending machines; and~~

164 ~~(15) The city commission desires to preserve and protect the personal safety and~~
165 ~~quality of life of its residents and of those who use streets within the city, both~~
166 ~~pedestrians and motorists alike; and~~

167 ~~(16) The city commission has reviewed the proposed regulations provided by this~~
168 ~~section and finds that such regulations accomplish the purposes intended while utilizing~~
169 ~~the least restrictive means; and~~

170 ~~(17) The city commission finds that it is in the best interests of the residents of~~
171 ~~the city to adopt this section.~~

172 ~~(c) *Prohibited intersections.* It shall be unlawful for any person to act as a right-of-way~~
173 ~~canvasser or solicitor at the intersections of:~~

174 ~~(1) Interstate 95 (I-95) northbound and southbound on and off ramps at Sixth~~
175 ~~Avenue South;~~

176 ~~(2) Interstate 95 (I-95) northbound and southbound on and off ramps at 10th~~
177 ~~Avenue North;~~

178 ~~(3) Lake Worth Road and the CSX railway (located west of the Interstate 95 (I-~~
179 ~~95) overpass at Lake Worth Road);~~

180 ~~(4) Intersection of 10th Avenue North and North Dixie Highway; and,~~

181 ~~(5) Intersection of 6th Avenue South and South Dixie Highway.~~

182 ~~For purposes of enforcement, the above identified intersections shall include~~
183 ~~any area within one hundred (100) feet from the lateral curb or boundary line of~~
184 ~~the intersection; and, shall also include the entire length of the Interstate 95 (I-~~
185 ~~95) on and off ramps at 6th Avenue South and 10th Avenue North.~~

186 ~~(d) *Chapter 316, Florida Statutes.* The enforcement of this section shall not, in any way,~~
187 ~~preclude the enforcement of F.S. § 316.130(5), as applicable.~~

188 ~~(e) *Precedence.* It is the intent of this section that the prohibition herein for persons~~
189 ~~acting as right-of-way canvassers or solicitors at the identified intersections takes~~
190 ~~precedence over and prohibits any authorized or permitted activity under chapter 19,~~
191 ~~article VI, of this Code, regarding the authorized and permitted use of pedestrian and~~
192 ~~vehicular rights-of-way and other public property.~~

193 ~~(f) *Enforcement and penalties.*~~

194 ~~(1) It shall be the duty of any law enforcement officer authorized to enforce the~~
195 ~~laws of the state to enforce the provisions of this section against any person found in~~
196 ~~violation.~~

197 ~~(2) Any violation of any of the provisions of this section shall be prosecuted as a~~
198 ~~misdemeanor of the second degree and punished by a fine of not more than five~~
199 ~~hundred dollars (\$500.00) and/or imprisonment in an authorized facility for not more~~
200 ~~than sixty (60) days.~~

201 ~~(3) Notwithstanding the foregoing, the enforcement provisions and penalty~~
202 ~~provisions provided for in this section are not exclusive. The city may pursue any other~~
203 ~~legal or equitable remedies available under law for the enforcement of this section and~~
204 ~~related penalties, including without limitation, code enforcement.~~

205 **Section 4: Severability.** If any section, subsection, sentence, clause, phrase or
206 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
207 competent jurisdiction, such portion shall be deemed a separate, distinct, and
208 independent provision, and such holding shall not affect the validity of the remaining
209 portions thereof.

210
211 **Section 5: Repeal of Laws in Conflict.** All ordinances or parts of ordinances in
212 conflict herewith are hereby repealed to the extent of such conflict.

213
214 **Section 6: Codification.** The sections of the ordinance may be made a part of
215 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
216 accomplish such, and the word "ordinance" may be changed to "section", "division", or
217 any other appropriate word.

218
219 **Section 7: Effective Date.** This ordinance shall become effective 10 days after
220 passage.

221
222 The passage of this ordinance on first reading was moved by Vice Mayor McVoy,
223 seconded by Commissioner Diaz, and upon being put to a vote, the vote was as follows:

224
225 Mayor Betty Resch AYE
226 Vice Mayor Christopher McVoy AYE
227 Commissioner Sarah Malega NAY
228 Commissioner Kimberly Stokes AYE
229 Commissioner Reinaldo Diaz AYE
230

231 The Mayor thereupon declared this ordinance duly passed on first reading on the
232 6th day of September, 2022.

233

234

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

238

239

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

240

241

242

243

244

245 The Mayor thereupon declared this ordinance duly passed on the _____ day of
246 _____, 2022.

247

248

LAKE WORTH BEACH CITY COMMISSION

249

250

251

By: _____
Betty Resch, Mayor

252

253 ATTEST:

254

255

256

Melissa Ann Coyne, City Clerk

257

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: Community Sustainability

TITLE:

Ordinance No. 2022-15 – First Reading - approval of a Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for the project commonly referred to as “Lake Worth Station” located at 930 N G Street to construct a 5-story, 81 dwelling unit mixed use development with 39 multi-family units proposed to qualify as workforce housing and office space. The sustainable bonus request is for additional density and height. The property is zoned Transit Oriented Development – East (TOD-E)

SUMMARY:

The Applicant, Ricardo Hernandez - Bridge Holding, LLC, is requesting approval of the following:

- A Mixed Use Urban Planned Development request to construct an approximately 5-story, 81-unit multi-family residential structure, two office spaces, and additional site improvements and public amenities.
- Major Site Plan for the development of mixed-use development in excess of 7,500 square feet.
- A Conditional Use Permit request to develop a multi-family residential use structure greater than 7,500 square feet.
- A Sustainable Bonus request for additional density (+/- 16 units) and height (3 stories & 24’10”).

The Applicant is proposing a mixed-use development on a 1.084-acre vacant lot with the purpose of “improving the area while contributing to the commercial, residential, and recreational uses surrounding the area.” The proposed mixed-use project includes the construction of a five-story building, surface parking, public plaza with a sculpture on 10th Avenue North, and recreational amenities on the 5th Floor to serve 81 multi-family residential units and 2 offices (accessory leasing office and co-work office space open to the public). Of the 81 residential units, 63 will be 1-bedroom units and 18 will be 2-bedroom units. Thirty-nine (39) of the 1-bedroom units have been deed restricted as workforce housing through the PBC Workforce Housing program. The applicant’s stated project concept is to provide a mixed-use development with an open plaza to serve the residents and businesses, as well as the community. The proposed mixed-use project of residential and office will ensure compatibility with the surrounding mixed uses that promote walkable and interconnected uses with a mix of densities and intensities and access to transit, bicycle, pedestrian, and other modes of transportation

BACKGROUND AND JUSTIFICATION:

The Planning and Zoning Board (PZB) at their August 3, 2022 meeting, recommended approval of the project with conditions. The motion included one modification to staff’s recommended conditions of approval that requested the applicant move one of the units to the lowest workforce

housing income category. Discussion included many questions by the new members of the PZB as well as a request to reconfigure the entrance along 10th Avenue to reduce potential traffic conflicts at that entrance if feasible.

As outlined in the staff report, the proposed planned development meets all standards and requirements as outlined in the City's Land Development Regulations (LDRs) and Comprehensive Plan except in two areas where the applicant is requesting additional flexibility. Specifically, the applicant is requesting to reduce the side setback along North G Street by 1 foot to 9 feet to allow for a more substantial landscape buffer on the east side (alley side) of the property while maintaining parking lot travel lane widths and turn radii. The Applicant is also requesting to reduce the minimum living area of the one-bedroom units by 16 sf to a total of 584 sf. The Applicant has stated that they are requesting that reduction in support of the proposed workforce housing. Policy 3.1.2.2 of the Housing & Neighborhood Element in the Comprehensive Plan allows for a 15% reduction in living area requirements for affordable and workforce housing. The project also features approximately 1,700 sf of common area on the 5th floor for residents.

The proposed project will also implement the Sustainable Bonus Incentive Program to attain an increase in height (+/- 24' 10" feet / 3-stories) and density (+/-16 units) which in exchange will contribute to the purpose of the comprehensive plan to incorporate sustainable design features, community-based improvements and overall design excellence as part of a development proposal. Per condition of approval, the applicant shall be required to pay 50% of the sustainable bonus incentive value to the City in the amount of \$195,675. For the remaining 50% of the incentive award value (\$195,675), the Applicant is proposing the following qualified on-site improvements including on-street sidewalk & signage improvements on west side of North G Street (\$30,000), 39 deed restricted affordable/workforce housing units, which is equal to 48% of all units (48% of \$195,675 = \$93,924), a public plaza along 10th Avenue North (\$30,000) and Public Art (sculpture with a minimum \$50,000 value). The total value of the qualifying improvements is \$203,924, which exceeds the required incentive value of \$195,675.

Additional background, history and justification can be found in the attached documentation, including the advisory board staff report.

The item was continued from the September 6, 2022 city commission meeting.

MOTION:

Move to approve/disapprove Ordinance No. 2022-15 on first reading and to schedule the second reading and public hearing on October 6, 2022.

ATTACHMENT(S):

Ordinance 2022-15
PZB Staff Report
Supporting Plans and Documents

ORDINANCE NO. 2022-15 -- 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 MIXED USE URBAN PLANNED DEVELOPMENT DISTRICT, LOCATED AT 930 NORTH G STREE TO CONSTRUCT AN APPROXIMATELY 5-STORY, 81-UNIT MIXED USE DEVELOPMENT AS MORE PARTICULARLY DESCRIBED IN EXHIBIT A, LOCATED WITHIN THE TRANSIT ORIENTED DEVELOPMENT - EAST (TOD-E) ZONING DISTRICT WITH A FUTURE LAND USE DESIGNATION OF TRANSIT ORIENTED DEVELOPMENT (TOD) SUBJECT TO SPECIFIC DEVELOPMENT STANDARDS SET FORTH IN EXHIBIT B AND CONDITIONS OF APPROVAL SET FORTH IN EXHIBIT C; APPROVING A CONDITIONAL USE PERMIT; APPROVING HEIGHT AND DENSITY BONUS INCENTIVES THROUGH THE CITY'S SUSTAINABLE BONUS INCENTIVE PROGRAM; APPROVING A MAJOR SITE PLAN FOR THE DEVELOPMENT OF A MIXED USE URBAN 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, Bridge Holding, LLC (the applicant) has petitioned the City of Lake Worth Beach (the City) for creation of a Mixed Use Urban Planned Development District to allow for the construction of an approximately 5-story, 81-unit mixed use development (on a site located at 930 North G Street (PCNs 38-43-44-21-15-274-0080; 38-43-44-21-15-274-0070; 38-43-44-21-15-274-0040; 38-43-44-21-15-274-0030; and 38-43-44-21-15-274-0020) as further described in Exhibit A (the Property) within the TOD-E Zoning District and the TOD Future Land Use designation, which, 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 to be considered in conjunction with the applicant's request for approval for a major site plan for the construction of a mixed-use development currently known as "Lake Worth Station" and containing approximately 81 residential units to be constructed on this site;

WHEREAS, on August 3, 2022, the Lake Worth Beach Planning and Zoning Board (PZB) considered the subject application for a Mixed Use Urban Planned Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program and recommended that the City Commission approve the creation of this residential planned development subject to specific district development standards and certain enumerated conditions; and

WHEREAS, on xxx, 2022, the City Commission voted to approve on first reading the subject application for a Residential Planned Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program subject to specific district development standards and enumerated conditions herein; and

WHEREAS, the City Commission has considered all of the testimony and evidence and has determined that the Mixed Use Urban Planned Development District, Major Site Plan, Conditional Use Permit, and Sustainable Bonus Incentive Program including the development regulations and conditions, meets the requirements of the Land Development Regulations, Section 23.3-25.

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

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

Section 2. The Mixed Use Urban Planned Development District located within the TOD-E Zoning District with a future land use designation of TOD, as described more particularly in **Exhibit A**, is hereby approved. This approval includes the approval of the following elements to be known as the Master Development Plan: (a) Residential Planned Development; (b) Major Site Plan; (c) Sustainable Bonus Incentive Program; (d) Conditional Use Permit; (e) district development standards (**Exhibit B**); (f) conditions of approval (**Exhibit C**); (g) required plans including the site plan, landscape plan, and civil & drainage plans; (h) supplemental supporting documents, as well as all agreements, provisions and/or covenants which shall govern the use, maintenance, and continued protection of the residential planned development and any of its common areas or facilities. The applicant is bound to all elements and requirements of the Master Development Plan.

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

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

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

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

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

- Mayor Betty Resch
- Vice Mayor Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on first reading on the ____ day of _____, 2022.

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 Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk

Exhibit A

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
PROPERTY DESCRIPTION & LOCATION MAP**

Address: 930 N G Street

PCNs: 38-43-44-21-15-274-0080; 38-43-44-21-15-274-0070; 38-43-44-21-15-274-0040; 38-43-44-21-15-274-0030;
38-43-44-21-15-274-0020

Size: approx. 1.084 acres

General Location: Northwest corner of 10th Avenue and North G Street

Legal Description: See boundary survey in the Master Development Plan supporting documentation



Exhibit B

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
DEVELOPMENT STANDARDS**

| Development Standard | | Base Zoning District Transit Oriented Development - East (TOD-E) | Mixed-Use Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP) | Provided |
|----------------------------------------|-------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-----------------------------|
| Lot Size (min) In square feet (sf) | | 13,000 sf | 0.5 acres min | 1.084 acres |
| Lot Width (min) | | 100' | 100' | 135' |
| Setbacks | Front (min) | 10' | 18'-22' ¹ | 18' |
| | Rear (min) ² | 34' | 42'-46' ¹ | 83' |
| | Street Side (min) – west (North G Street) | 10' | 10' | 9' ³ |
| | Alley Side (min) – east | 0' | 0' | 69' |
| Impermeable Surface Coverage (maximum) | | 65% | 65% | 62% |
| Structure Coverage (max) | | 50% | 60% | 29% |
| Density (max) | | 40 du/acre (43 units) | 75 du/acre ⁴ (81.3 units) | 74.72 du/acre (81 Units) |

| | | | | |
|---------------------------------------------------------|---------------------|---------------------------------------------------|----------------------------------------------------|------------------------------------------------------------|
| Building Height (max) | | 30' (max. 2 stories) | 68.75' ⁴ (30' Plus 25' = 55' x 1.25) | 54'10" 5-stories total |
| Maximum Wall Height at Side Setback | | 30' | 45' | 45' |
| Floor Area Ratio (FAR) (max) | | 1.1 | 3.313 ⁴ | 1.43 |
| Living Area (minimum) | Studio | 400 sf | 400 sf | NA |
| | One-bedroom units | 600 sf | 600 sf | 584⁵ sf 2.6% reduction (16 sf) |
| | Two-bedroom units | 750 sf | 750 sf | 891 sf |
| | Three-bedroom units | 900 sf | 900 sf | NA |
| Parking | | 130.5 spaces | 98 | 98 ⁶ |
| Is property in flood plain or Wellfield Zone? Yes/No | | Flood Zone X not in floodplain / Wellfield Zone 4 | NA | NA |

1. Additional height and stories setback for sustainable incentive: buildings in excess of thirty (30) feet in height in addition to sustainable incentive shall provide an additional front and rear setback of between eight (8) and twelve (12) feet to the minimum required front and rear setbacks.
2. 15 ft. or 10% of lot depth when next to residential zoning district.
3. Applicant has requested to reduce the side setback on the west side setback from 10 feet to 9 feet
4. Per Policy 1.2.3.4 of the Comprehensive Plan's Sustainable Bonus, allowing for a 25% bonus in density, intensity and height over Table 1 for urban planned developments less than 2 acres.
5. Applicant has requested to reduce the living area for one-bedroom units from 600 square feet to 584 square feet, or 16 sf. A 15% reduction living area is permitted for workforce housing per Policy 3.1.2.2 of the Housing & Neighborhood Element in the Comprehensive Plan.
6. A 25% parking reduction for mixed use projects was requested per LDR Section 23.4-10(h)1. Total parking includes off-street parking (including electric vehicle (EV) charging spaces and a bike rack) and on-street parking (including two delivery and rideshare spaces) for multi-family residential and two office spaces.

-Exhibit C

**DEPARTMENT FOR COMMUNITY SUSTAINABILITY
PLANNING, ZONING AND HISTORIC PRESERVATION DIVISION
CONDITIONS OF APPROVAL**

Planning & Zoning

1. Fifty percent (50%) of the sustainable bonus fee (\$195,675) and any portion of the remaining sustainable bonus fee (up to an additional 50%) after qualifying improvements are deducted shall be paid to the City within one year of approval, or prior to the issuance of the building permit, whichever comes first.
2. Fifty percent of the sustainable bonus fee (\$195,675) shall be paid to the City within one year of approval, or prior to the issuance of the building permit, whichever comes first.
3. Public art (sculpture) proposed shall be reviewed by the CRA's LULA program prior to installation.
4. Prior to building permit application,
 - a. A Unity of Title will be required for all applicable parcels.
 - b. An address application shall be required to be submitted prior to application for building permit.
5. Prior to the issuance of a building permit, the applicant shall pay \$14,000 into the City's Tree Canopy Restoration fund.
6. Prior to issuance of a building permit, the applicant shall submit the final School District Availability Determination from the PBC School District and shall pay all applicable fees to PBC prior to the issuance of a building permit.
7. The proposed mixed-use project shall comply with Palm Beach County's Unified Land Development Best Management Practices for Wellfield Protection.
8. All lighting shall comply with lighting code regulations in LDR Section 23.4-3. Further, lighting fixtures shall comply with dark skies fixture recommendations, including a 3000K light tone or less for LED lighting, and shall be consistent with the architectural style of the project as determined by the Development Review Official.
9. The 14 proposed compact/tandem spaces located at the south end of the building shall be assigned to the multifamily two-bedroom units.
10. A public access/sidewalk easement shall be required on the west property line.
11. A video security system shall be required for the property.
12. Prior to the issuance of building permit for commercial signage, a Minor Site Plan amendment to establish a Uniform Master Sign Program for individual tenants/businesses in accordance with the City's Land Development Regulations is required. Directional signage shall be exempt from the minor site plan requirement provided that is appropriately scaled and architecturally consistent.
13. A minor site plan amendment shall be required to implement site modifications related to conditions of approval and to reflect the right turn in access from 10th Avenue N.

Public Works

Standard Conditions of Approval:

1. 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.

2. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Works.
3. In the event of a legal challenge to this approval, the applicant/owner shall be responsible for all costs to defend the action of the city in approving any and all permits related to this application. Should the applicant fail to enter into an agreement to fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.

Additional Conditions of Approval

1. Prior to issuance of a building permit:
 - 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.
 - b. The applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
 - c. The applicant shall meet with a representative from Public Works Solid Waste and Recycling Division to confirm dumpster enclosure location, accessibility and demand on property and that it is compatible with the requirements of the Department of Public Works. Solid Waste and Recycling Division contact number is 561-533-7344.
 - 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:
 - a. To accommodate the proposed on-street parking for this project, as it is depicted in the site plan, it will be necessary to shift the center line of North G Street to maintain travel lanes of adequate and equal width. To accomplish this the road will need to be milled and resurfaced to move the crown of the road and change the centerline.
 - b. New striping will be required from the intersection of North G Street and 9th Avenue North to the intersection of North G Street and 10th Avenue North, including stop bars and reflective pavement markers at the intersections.
 - c. The west ROW of North G Street shall be improved with the addition of 5-foot-wide sidewalk, if determined to be required by the Public Works Director at building permit, and conforming to City specification from the intersection of North G Street to the intersection of 9th Avenue North. The sidewalk will meet ADA requirements and terminate at both intersections with ADA compliant ramps and tactile surfaces.
 - d. A stop sign shall be installed at the intersection of North G Street and 9th Avenue North facing southbound traffic.
 - e. "No Parking Any Time" signs shall be installed along the west ROW of North G Street but will not be installed any further south than the point along North G Street where the property line of the project ends.
 - f. A cross-section showing the existing 40' ROW of North G Street in its current condition and a cross section showing the ROW after the change of the centerline of North G Street will need to be provided prior to adoption by the City Commission.
 - g. Alleyway improvements consisting of 4-inch asphalt millings, graded and compacted, shall be constructed from 10th Avenue North to 9th Avenue North.
 - h. 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. A pre-construction video of the entire perimeter shall be performed and submitted to the City.
 - i. The applicant shall fine grade and sod all disturbed areas with bahia sod.

- j. 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.
- k. The applicant shall restore the right of way to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.
3. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a "Right of Way/Utility Permit" application.
4. The sidewalk on the east side of North G Street that is bisected by the project property line shall be maintained solely by the property in perpetuity and the City will not be held legally responsible for injuries associated with it.

Utilities – Water & Sewer

1. Prior to building permit issuance, capacity fees are due.
2. Provide a public access easement along the sidewalk that is outside the N G Street right of way.

Electric Utilities

1. Prior to application and the issuance of a building permit, Electric Utilities is requesting the following:
2. Items in regards to the facility's Electrical Site Plan drawings (Electrical Details - E21_222028 BH) are needed to more accurately determine the location of the Electrical Equipment, the Electrical Connections, and Wiring, including Underground (UG)
3. An appropriate Power Distribution Planning to ensure that there is adequate capacity (transformer capacity and feeder capacity) to meet the load demands of the facility shall be specified
4. The facility's potential annual electric energy (power consumption) shall be determined
5. If Electric Vehicle (EV) Chargers are considered: Please provide the number of EV chargers to be installed as well as type of chargers. For example, does the applicant intend to install Level II charger or Level III DC Fast chargers? Quantities of each type? And will these be connected from the facility's main meter or connected directly to the City's electric utility distribution system?
6. The Electric Utility Dept. is requesting a review meeting with the developer & electrical engineers to review and clarify any additional electrical related items.

Prior to the issuance of a building permit:

7. Show the location of the Padmount Transformers, Automatic Transfer Switch (ATS), and the meter banks. The Padmount Transformer locations will need to be in an accessible location to our trucks and will need 8-ft (8 feet) of minimum clearance in the front and 3-ft (3 feet) of minimum clearance on the sides and rear. This clearance includes landscaping. None trees, plants, shrubs or vegetations are allowed within the clearance
8. Provide the electric riser diagrams for all buildings, the proposed electrical loads and the voltages required, including proposed Electrical Cable Schedules
9. Provide the Amp Sizes and Voltages for any other services needed than the commercial units, such as lighting, irrigation, etc. If any meter is over 320 amps for Single Phase, and over 200 amps for 3-Phase, a CT Cabinet and CT Meter Can will need to be installed. All meters and CT Cabinets will need a minimum of 36" (36 in) of clearance in front of them
10. Provide a 10-ft (10 feet) wide utility easement for the underground electric lines, Padmount Transformers & Switchgear that will serve this project. The Main Electric Line Routing from the Poles to the Padmount Transformers will be determined by the Lake Worth Beach design engineer

11. Transformer & Electrical Equipment Box Pad Elevations shall be FEMA 100 yr. Flood-Plain Elevation + 1-ft (1 feet)
12. Provide details for Temporary Power during construction, Voltage & Amps and approximate Location of service point
13. Complete payment to Lake Worth Beach for electrical infrastructure costs for labor & materials to serve this project
14. The customer will be responsible for installing any Secondary Conduit at a minimum of 24" (24 in) deep from the Secondary Winding of the Transformer of the property to the building
15. The customer will be responsible for Any and All labor and material costs for providing electric service to this project.
16. The CLWB will procure one (1) Padmount Transformer and Box Pad to serve the facility, the owner/developer is responsible for the reimbursement costs to the City. The City will procure one (1) Spare Padmount Transformer at the City's expense.

Prior to the issuance of a Certificate of Occupancy:

17. Provide copy of recorded Utility Easement.
Note that No permanent power can NOT be provided until a Final Electrical Inspection is done.

PLANNING AND ZONING BOARD REPORT

PZB Project Number 22-00900002 (Ordinance 2022-15): Consideration of a Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for the project commonly referred to as “Lake Worth Station” located at 930 N G Street to construct a 5-story, 81 dwelling unit mixed use development with 39 multi-family units proposed to qualify as workforce housing and office space. The sustainable bonus request is for additional density and height. The property is zoned Transit Oriented Development – East (TOD-E).

Meeting Date: August 03, 2022

Revised August 22, 2022

Property Owner: Ricardo Hernandez - Bridge Holding, LLC

Applicant: Ricardo Hernandez - Bridge Holding, LLC

Project Manager: Patricia Ramudo – IBI Group

Address: 930 N G Street

PCNs:

38-43-44-21-15-274-0080; 38-43-44-21-15-274-0070;
 38-43-44-21-15-274-0040; 38-43-44-21-15-274-0030;
 38-43-44-21-15-274-0020

Size: 1.084 Acre Lot

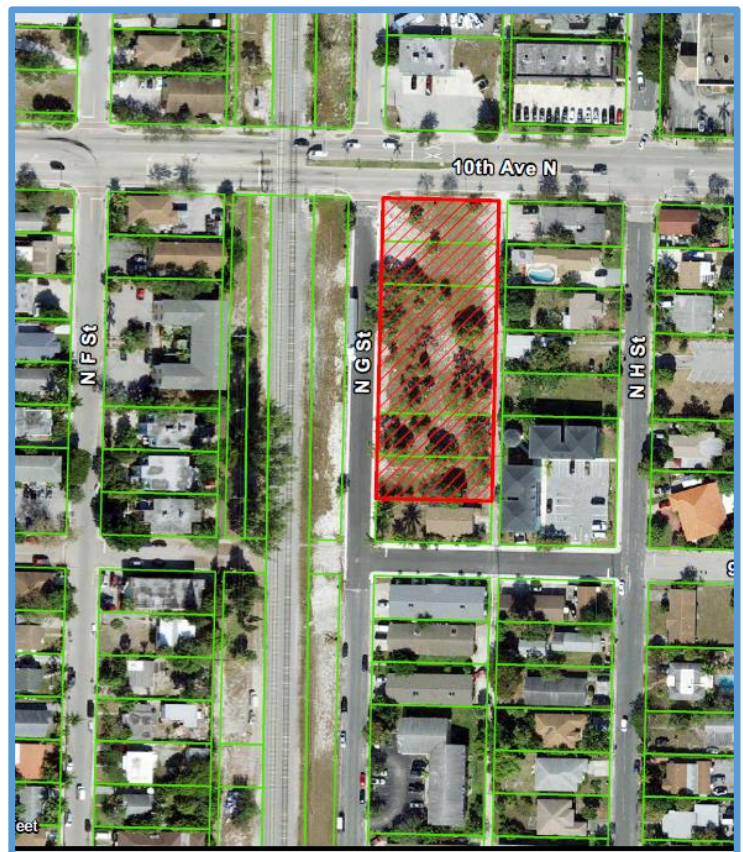
General Location: Northwest corner of 10th Avenue and North G Street

Existing Land Use: Vacant

Current Future Land Use Designation: Transit Oriented Development (TOD)

Zoning District: Transit Oriented Development - East (TOD-E)

Location Map



RECOMMENDATION

The documentation and materials provided with the application request were reviewed for compliance with the applicable guidelines and standards found in the City of Lake Worth Beach Land Development Regulations (LDRs), and for consistency with the Comprehensive Plan and Strategic Plan. The proposed Mixed Use Urban Planned Development, Major Site Plan, and Conditional Use is consistent with the Comprehensive Plan, Strategic Plan, and LDRs, as conditioned, and, therefore, a **recommendation of approval with conditions** is provided to the Planning and Zoning Board. The conditions are located on page 9 of this report.

PROJECT DESCRIPTION

The applicant, Ricardo Hernandez - Bridge Holding, LLC, is requesting approval of the following Lake Worth Station located at 930 North G Street:

- A **Mixed Use Urban Planned Development** request to construct an approximately 5-story, 81-unit multi-family residential structure, two office spaces, and additional site improvements.
- **Major Site Plan** for the development of mixed-use development in excess of 7,500 square feet.
- A **Conditional Use Permit** request to develop a multi-family residential use structure greater than 7,500 square feet.
- A **Sustainable Bonus** request for additional density and height.

The Applicant is proposing a mixed-use development on a 1.084-acre vacant lot with the purpose of improving the area while contributing to the commercial, residential, and recreational uses surrounding the area. The proposed mixed-use project includes the construction of a five-story building, surface parking and site amenities, to serve 81 multi-family residential units and 2 offices (accessory leasing office and co-work office space open to the public). Of the 81 residential units, 63 will be 1-bedroom units and 18 will be 2-bedroom units. Thirty-nine (39) of the 1-bedroom units have been designated as workforce housing through the PBC Workforce Housing program. The concept behind this project is intended to provide a mixed-use development with an open plaza to serve the residents and businesses, as well as the community. The proposed mixed-use project of residential and office will ensure compatibility with the surrounding mixed uses that promote walkable and interconnected uses with a mix of densities and intensities and access to transit, bicycle, pedestrian, and other modes of transportation.

COMMUNITY OUTREACH

Staff has not received any letters of support or opposition for this application.

BACKGROUND

Below is a summary of the property based on Palm Beach Property Appraiser's records and City records:

Construction: Currently, there are no existing structures on the site.

Use: The property's existing use is vacant.

Code Compliance: There are no active code case on the subject site.

ANALYSIS

Consistency with the Comprehensive Plan and Strategic Plan

The subject site has a Future Land Use (FLU) designation of Transit-Oriented Development (TOD). Per policy 1.1.1.8, the land use category is intended to promote compact, mixed-use development near proposed or existing transportation infrastructure to encourage diversity in the way people live, work and commute. The maximum density of permitted residential development is 60 dwelling units per acre. The preferred mix of uses area-wide is 75% residential and 25%*

non-residential. All buildings are required to provide transitional buffering and design features to mitigate impact of the TOD sites adjacent to residential zoning districts.

* Excludes sustainable bonus incentives per FLUE Policy 1.2.3.4

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 and Pillar IV of the Strategic Plan state that the City shall achieve strengthening Lake Worth Beach as a community of neighborhoods and navigating towards a sustainable community. Pillars II.A, II.B, IV.A, and IV.E of the Strategic Plan state that the City shall diversify housing options, continue crime reduction and prevention in achieving a safe, livable and friendly community, achieve economic and financial sustainability through a versatile and stable tax base, and ensuring facility placement, construction and development that anticipates and embraces the future. The proposed multifamily building, office component and associated site improvements will contribute towards the City's Pillars II.A, II.B, IV.A, and IV.E of the Strategic Plan.

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

Consistency with the Land Development Regulations

Mixed Use Urban Planned Development - 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.

Analysis: The proposed Mixed Use Urban Planned Development was reviewed for compliance with Section 23.3-25. The subject planned development is requesting to waive or relax base zoning district requirements in two (2) areas of the LDRs. The applicant has requested to reduce the west side setback from 10 feet to 9 feet to allow for a more substantial landscape buffer on the east side (alley side) of the property while maintaining parking lot travel lane widths and turn radii. The applicant is also requesting to reduce the living area for one-bedroom units from required minimum 600 square feet to 584 square feet, or a reduction of 16 ft (2.67%). The applicant has stated that they are requesting that reduction in support of the proposed workforce housing. Policy 3.1.2.2 of the Housing & Neighborhood Element in the Comprehensive Plan allows for a 15% reduction in living area requirements for affordable and workforce housing. The project also features approximately 1,700 sf of common area on the 5th floor for residents. The applicant will pursue the required unity of control for the petition, and has provided the required supporting information and development plans that comprise the master development plan. The proposal meets the minimum site area requirement of 0.5 acres. Outdoor storage is not proposed. The project planned development meets all land development requirements.

Transit Oriented Development – East (TOD-E): Per LDR Section 23.3-19(a), the TOD-E transit-oriented development east district is designed for the areas around the FEC railroad tracks and desired future locations for intra-city, light rail transit, specifically Lake Avenue, Lucerne Avenue, 1st Avenue South, 10th Avenue North and 9th Avenue South. The TOD-E district is intended to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation infrastructure. The TOD-E district is also intended to encourage arts, entertainment and cultural activities in the city. The establishment of certain uses is subject to conditional use review to ensure they will not create excessive problems for through traffic, or have a negative impact on nearby residential areas or the commercial viability of their neighbors. The district implements in part the mixed-use land use category of the Lake Worth Comprehensive Plan.

The table and topic area analysis below evaluate the proposed site features and the project's compliance with the Code, including requests to waive or relax base zoning district requirements as permitted in planned developments and factoring in the Sustainable Bonus incentives, Planned Development incentives, and the Comprehensive Plan maximums:

| Development Standard | | Base Zoning District Transit Oriented Development - East (TOD-E) | Mixed-Use Urban Planned Development in TOD-E w/ Sustainable Bonus Incentive Program(SBIP) | Provided |
|-------------------------------------------|----------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|
| Lot Size (min) In square feet (sf) | | 13,000 sf | 0.5 acres min | 1.084 acres |
| Lot Width (min) | | 100' | 100' | 135' |
| Setbacks | Front (min) | 10' | 18'-22' ¹ | 18' |
| | Rear (min) ² | 34' | 42'-46' ¹ | 83' |
| | Street Side (min) – west (North G Street) | 10' | 10' | 9'³ |
| | Alley Side (min) – east | 0' | 0' | 69' |
| Impermeable Surface Coverage (maximum) | | 65% | 65% | 62% |
| Structure Coverage (max) | | 50% | 60% | 29% |
| Density (max) | | 40 du/acre (43 units) | 75 du/acre ⁴ (81.3 units) | 74.72 du/acre (81 Units) |
| Building Height (max) | | 30' (max. 2 stories) | 68.75' ⁴ (30' Plus 25' = 55' x 1.25) | 54'10" 5-stories total |
| Maximum Wall Height at Side Setback | | 30' | 45' | 45' |
| Floor Area Ratio (FAR) (max) | | 1.1 | 3.313 ⁴ | 1.43 |
| Living Area (minimum) | Studio | 400 sf | 400 sf | NA |
| | One- bedroom units | 600 sf | 600 sf | 584⁵ sf 2.67% reduction (16 sf) |
| | Two- bedroom units | 750 sf | 750 sf | 891 sf |

| | | | | |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------------------------------|-----------------|----|
| | Three-bedroom units | 900 sf | 900 sf | NA |
| Parking | | 130.5 spaces | 98 ⁶ | 98 |
| Flood Zone / Wellfield Zone | | Flood Zone X not in floodplain / Wellfield Zone 4 | NA | NA |
| <p>1. Additional height and stories setback for sustainable incentive: buildings in excess of thirty (30) feet in height in addition to sustainable incentive shall provide an additional front and rear setback of between eight (8) and twelve (12) feet to the minimum required front and rear setbacks.</p> | | | | |
| <p>2. 15 ft. or 10% of lot depth when next to residential zoning district.</p> | | | | |
| <p>3. Applicant has requested to reduce the side setback on the west side setback from 10 feet to 9 feet</p> | | | | |
| <p>4. Per Policy 1.2.3.4 of the Comprehensive Plan’s Sustainable Bonus, allowing for a 25% bonus in density, intensity and height over Table 1 for urban planned developments less than 2 acres.</p> | | | | |
| <p>5. Applicant has requested to reduce the living area for one-bedroom units from 600 square feet to 584 square feet, or 16 sf (2.67%). A 15% reduction living area is permitted for workforce housing per Policy 3.1.2.2 of the Housing & Neighborhood Element in the Comprehensive Plan.</p> | | | | |
| <p>6. A 25% parking reduction for mixed use projects was requested per LDR Section 23.4-10(h)1. Total parking includes off-street parking (including electric vehicle (EV) charging spaces and a bike rack) and on-street parking (including two delivery and rideshare spaces) for multi-family residential and two office spaces.</p> | | | | |

Section 12-7, Dumpster Requirements: The location of all dumpsters shall be approved by the public services director or his designee and/or the building official or his designee. All dumpsters shall meet the requirements set forth in this section and all other ordinances, rules, regulations and policies adopted by the city.

Analysis: The proposed dumpster location was reviewed by Public Works, who determined that the dumpster was consistent with the size and screening requirements. The dumpster enclosure is proposed to be a concrete masonry unit (CMU) enclosure located at the southeast corner of the site.

Section 23.4-3, Exterior Lighting: All outdoor lighting shall be installed in conformance with the provisions of this chapter, applicable electrical and energy codes, and applicable sections of the building code.

Analysis: A photometric plan was provided depicting compliance with the exterior lighting requirements in Section 23.4-3. A recommended condition of approval has been provided requiring the proposed lighting to comply with Dark Skies lighting recommendations. The proposed fixtures shall be required to have a warm tone setting of 3000 K or less. The proposed fixtures may be substituted with similar fully shielded light fixtures at building permit to achieve a warm LED light tone of 3000K or less if the proposed fixture cannot be set to provide the required light tone.

Section 23.4-10. - Off-street parking: This section provides general provisions for off-street parking. The standards “apply to all parking spaces required for new buildings, new uses, additions, enlargements, or changes.”

Analysis: The required parking for the multi-family and office mixed use proposal is 98 spaces. The parking spaces were calculated at the following:

- 1.5 spaces/unit for the multi-family one-bedroom unit proposal (94.5 spaces for 63 units)
- 1.75 spaces/unit for the multi-family two-bedroom unit proposal (31.5 spaces for 18 units)
- 1 space/400 square feet for the office/co-work space and leasing space (4.5 spaces 1,782 sf office)
- A 25% parking reduction per LDR Section 23.4-10(h)1 (131 spaces x .75 = 98.25 = 99 required spaces)
- Proposed two (2) bicycle racks with 2 bicycles each to count as two parking spaces per LDR Section 23.4-10(l), *Parking alternates*

- 14 tandem and compact spaces are less than 25% of required parking per LDR Section 23.4-10(l), *Parking alternates*

The proposed 97 parking spaces, which include 12 on-street spaces, 14 tandem compact spaces, 1 alternative space (2 bicycle racks with 2 bicycles each) and 4 electric vehicle charging spaces. The tandem spaces will be located at the south side of the proposed building. The tandem spaces will be conditioned to be assigned to multi-family two-bedroom units. The applicant has agreed to this condition assigning the tandem parking spaces to seven (7) multi-family two-bedroom units. The fourteen (14) tandem and compact spaces will be located at the southwest corner of the site. The four (4) electric vehicle charging stations are proposed to be located at the northeast corner of the site.

The proposed on-street parking also includes two delivery and rideshare spaces located on the northeast side of North G Street. All of the proposed on-street parking (12 spaces total) will be located along the east side of North G Street. Public Works will require additional offsite improvements to adequately provide proper drainage and traffic circulation directly related to the improvement of North G Street from 10th Avenue North to 9th Avenue North.

Additionally, Public Works is also requiring the improvement of the 10-foot alley located east of the subject site to be improved. A condition will be proposed to improve the 10-foot alley to the east to mill, grade, and compact the existing pavement from 10th Avenue North to 9th Avenue North. To accommodate the proposed on-street parking for this project, as it is depicted in the site plan, it will be necessary to shift the center line of North G Street to maintain travel lanes of adequate and equal width. To accomplish this, Public Works is proposing a condition that the road will need to milled and resurfaced to move the crown of the road and change the centerline. The Public Works Department has also requested the applicant provide a sidewalk along the west side of North G Street.

Signage: Signage is required to comply with the size and design requirements in the Land Development Regulations. The proposed signage will be reviewed at building permit for consistency with these requirements.

Section 23.6-1. - Landscape regulations: *The objective of this section is to provide minimum standards for the installation and maintenance of landscaping within the city. Per Section 23.6-1(c)(2), "on the site of a building or open-lot use providing an off-street parking, storage or other vehicular use area, where such an area will not be screened visually by an intervening building or structure from an abutting right-of-way or dedicated alley, shall require landscaping".*

Analysis: The development proposal provides perimeter and interior landscaping and shade trees. The proposed landscaping is consistent with the City's landscape regulations and the Major Thoroughfare Design Guidelines. Tree species include a mix of Gumbo Limbo, Simpson Stopper, Live Oak and Pigeon Plum trees for the perimeter plantings and with multiple native and non-native shrubs, grasses and groundcovers for the interior plantings. The proposed landscape complies with the City's requirement that a minimum 75% of all required plants be Florida native.

As required by the tree removal provisions in the landscape regulations, the applicant submitted a tree survey and disposition plan that was reviewed by staff. The diameter at breast height (DBH) for the existing trees with a condition rating of fifty (50) percent or greater on the property is used to calculate the replacement tree requirement. After the review of the Tree Survey, Disposition Plan and Landscape Plan staff determined that there is a replacement and mitigation shortfall of 72 Diameter inches with an average tree size of 11 inches. Since the property cannot accommodate all of the required tree replacements on site, an in-lieu of fee may be paid into the Tree Canopy Restoration Fund as a substitute to replacement. Therefore, staff has proposed a condition requiring the payment of \$14,000 into the City's Tree Canopy Restoration fund prior to the issuance of a building permit.

Section 23.2-31 - Site Design Qualitative Standards (Attachment A)

Site Design Qualitative Standards are 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. The qualitative standards are designed to ensure that site improvements are*

arranged in ways which cannot be otherwise accomplished with quantitative standards.” These qualitative standards are applicable to site plan applications as well as all conditional uses. The Major Thoroughfare Design Guidelines are an adopted component of these Site Design Qualitative Standards as per Section 23.2-31(j), which are applicable to properties adjacent to the City’s major thoroughfares inclusive of the subject site. Compliance determination with the applicable standards in Section 23.2-31 are provided in Attachment A. **The following analysis of the site, building, vehicular use area and appearance support the compliance findings for the applicable standards listed in Attachment A and in the Major Thoroughfare Design Guidelines.**

Site Design Qualitative Standards Analysis (including vehicular use areas) and Major Thoroughfare Design Guidelines: The proposed improvements to the site, including landscaping and architecture are generally consistent with the Major Thoroughfare Design Guidelines. The character of the proposed development is consistent with the Vision for the Major Thoroughfare Design Guidelines, providing for a vibrant, diverse, safe, inviting and sustainable features. With an open plaza, located at the 10th Avenue North frontage, the project invites community interaction. The perimeter public sidewalks provide walkability and connectivity to the on-site pedestrian walkways. The building is placed along the North G Street corridor, with surface parking east of the building, such that it minimizes any adverse effects to its neighbors. Driveway access is placed on the north and west side streets, minimizing vehicular interaction with the pedestrian circulation. On-site parking is designed along the south and east of the property, screening it from public view, by means of low walls and landscaping. Screening of the on-site parking is provided by placing it at the rear of the property and will be screened by the buildings and landscape improvements. Public Works has proposed conditions of approval requiring Public Works is also requiring the improvement of the 10-foot alley located east of the subject site to be improved and the installation of a sidewalk along west side of North G Street. The solid waste dumpster will be located in an enclosure located at the southeast of the property and will provide collection and storage of solid waste and recyclables. Site lighting will comply with the City’s lighting design and illumination standards, such that it will not spill over to surrounding properties. Landscaping of the perimeter buffers will be designed in such a manner as to compliment the architectural style of the buildings. The project will also feature an open plaza with a sculpture located in the NW corner of the project along 10th Avenue North.

The proposed improvements to the site are harmonious as a whole, will improve the aesthetics of the site, and will be an asset to the neighborhood.

The existing uses in the surrounding area are as follows:

| Direction | Future Land Use | Zoning District | Existing Use |
|-----------|------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------|
| North | Transit Oriented Development (TOD) | Transit Oriented Development – East (TOD-E) | The 10th Avenue North / Mixed-Use Commercial |
| South | Transit Oriented Development (TOD) | Transit Oriented Development – East (TOD-E) | Single-family home |
| East | Transit Oriented Development (TOD) | Mixed Use – Dixie Highway (MU-DH) | A platted 10’ alley (unimproved)/residential lots, comprised of single family, apartment buildings and a vacant lot. |
| West | Transit Oriented Development (TOD) | Transit Oriented Development – East (TOD-E) | The North G Street 40’ municipal ROW/vacant parcel, which abuts the Florida East Coast Railroad right-of-way. |

The proposed uses and site improvements will not negatively affect the existing surrounding properties and uses. The proposed changes are harmonious and compatible with the existing industrial area.

Community Appearance Criteria:

The proposed mixed-use proposal including new construction, new landscaping, and associated site improvements represent an enhancement in the general appearance of the property over the existing vacant lot. The proposed architecture of the building is appropriate and in harmony with the surrounding residential and nonresidential area. Overall, the proposed development proposal represents a substantial improvement in the visual appearance of the property. The project will also feature an open plaza with a sculpture located in the NW corner of the project along 10th Avenue North. Overall, the proposed project represents a substantial improvement in the visual appearance over the existing property and is consistent with the Comprehensive Plan, Major Thoroughfare Design Guidelines and the City's Land Development Regulations (LDRs). The project is in conformity with the principals of good design and quality and is in harmony with the city and the surrounding area as conditioned.

Conditional Use Findings (Attachment B)

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.

The proposed conditional use is not anticipated to impact the surrounding area greater than uses permitted by right. The site is currently vacant and is proposing multifamily buildings and office space that does not utilize the maximum development potential. The building will be served by municipal services, including water, sewer, refuse, fire and police. The site is located on an arterial roadway. The proposed associated site improvements would provide new screening and site circulation.

Section 23.2-33(c) - Sustainable Bonus Incentive Program (SBIP)

The City of Lake Worth Beach Sustainable Bonus Incentive Program (SBIP) is intended to implement Objective 1.2.3 of the City's Comprehensive Plan which states the City shall establish incentives to help support the creation of a compact, sustainable, community-oriented development by implementing a Sustainable Bonus Incentive Program. The Program offers the opportunity to attain an option for increased height and/or FAR in exchange for the incorporation of sustainable design features, community-based improvements and overall design excellence as part of a development proposal.

Per Policy 1.2.3.4 of the City's Comprehensive Plan, a mixed-use urban planned development located west of Dixie Highway may obtain a 50% bonus on density, intensity (FAR), and height over the base line as outlined in Table 1 of the Comprehensive Plan. The Applicant is asking for a bonus height and bonus density which are less than the maximum allowances that can be permitted for height and intensity through a sustainable bonus incentive in a planned development in the TOD-E zoning district.

The total square footage of bonus area above the second floor is +/-39,944 square feet. On the 5th floor, approximately 12,236 square feet includes the 15 density bonus units. Therefore, the value of required improvements for the SBIP bonus areas is \$207,810 (27,708 sf X \$7.50 per sf) plus an additional \$183,540 (12,236 sf X \$15 per sf) for the additional units on the 5th floor. The total incentive value is \$391,350. Fifty percent (50%) of the incentive award value is \$195,675, which the applicant is required to pay to the City. For the remaining 50% of the incentive award value (\$195,675), the applicant is proposing the following qualified on-site improvements including on-street sidewalk & signage improvements on west side of North G Street (\$30,000), 39 deed restricted affordable/workforce housing units, which is equal to 48% of all units (48% of \$195,675 = \$93,924), a public plaza along 10th Avenue North (\$30,000) and a Public

Art (sculpture with a minimum \$50,000 value). The total value of the qualifying improvements is \$203,924, which exceeds the required incentive value of \$195,675.

The total remaining payment by the applicant to the City for the additional height and density is anticipated to be \$195,675.

CONCLUSION AND CONDITIONS

The TOD-E district is intended to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation infrastructure. Based on the data and analysis in this report and the supporting materials by the applicant, the proposed site plan, building design, landscaping, and site circulation are appropriate and consistent with the City's Comprehensive Plan, Strategic Plan, Major Thoroughfare Design Guidelines, and Land Development Regulations with the two (2) requested minor reductions to the side back (9 ft provided) and the 1-bedroom living area (584 sf provided). The proposed site circulation, parking, refuse, delivery, and amenity locations anticipated to minimize and/or mitigate any impacts of the mixed-use proposal on the adjacent and proximate uses. The project also features an Therefore, a recommendation of approval is provided to the PZB with the following conditions:

Planning & Zoning

1. Fifty percent (50%) of the sustainable bonus fee (\$195,675) and any portion of the remaining sustainable bonus fee (up to an additional 50%) after qualifying improvements are deducted shall be paid to the City within one year of approval, or prior to the issuance of the building permit, whichever comes first.
2. Fifty percent of the sustainable bonus fee (\$195,675) shall be paid to the City within one year of approval, or prior to the issuance of the building permit, whichever comes first.
3. Public art (sculpture) proposed shall be reviewed by the CRA's LULA program prior to installation.
4. Prior to building permit application,
 - a. A Unity of Title will be required for all applicable parcels.
 - b. An address application shall be required to be submitted prior to application for building permit.
5. Prior to the issuance of a building permit, the applicant shall pay \$14,000 into the City's Tree Canopy Restoration fund.
6. Prior to issuance of a building permit, the applicant shall submit the final School District Availability Determination from the PBC School District and shall pay all applicable fees to PBC prior to the issuance of a building permit.
7. The proposed mixed-use project shall comply with Palm Beach County's Unified Land Development Best Management Practices for Wellfield Protection.
8. All lighting shall comply with lighting code regulations in LDR Section 23.4-3. Further, lighting fixtures shall comply with dark skies fixture recommendations, including a 3000K light tone or less for LED lighting, and shall be consistent with the architectural style of the project as determined by the Development Review Official.
9. The 14 proposed compact/tandem spaces located at the south end of the building shall be assigned to the multifamily two-bedroom units.
10. A public access/sidewalk easement shall be required on the west property line.
11. A video security system shall be required for the property.
12. Prior to the issuance of building permit for commercial signage, a Minor Site Plan amendment to establish a Uniform Master Sign Program for individual tenants/businesses in accordance with the City's Land Development Regulations is required. Directional signage shall be exempt from the minor site plan requirement provided that is appropriately scaled and architecturally consistent.
13. A minor site plan amendment shall be required if site modifications are required to implement the conditions of approval.
14. A more vibrant exterior color scheme more in keeping with the colorful diversity and charm of the City is suggested.

Public Works

Standard Conditions of Approval:

1. 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.
2. No Certificate of Occupancy shall be granted until all conditions of approval have been satisfied under jurisdiction of the Department of Public Works.
3. In the event of a legal challenge to this approval, the applicant/owner shall be responsible for all costs to defend the action of the city in approving any and all permits related to this application. Should the applicant fail to enter into an agreement to fund the costs of litigation, the city, at its discretion, may rescind this approval and revoke all permits issued.

Additional Conditions of Approval

1. Prior to issuance of a building permit:
 - 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.
 - b. The applicant shall contact the South Florida Water Management District's (SFWMD) Engineering Department and obtain any required permit(s), if necessary.
 - c. The applicant shall meet with a representative from Public Works Solid Waste and Recycling Division to confirm dumpster enclosure location, accessibility and demand on property and that it is compatible with the requirements of the Department of Public Works. Solid Waste and Recycling Division contact number is 561-533-7344.
 - 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:
 - a. To accommodate the proposed on-street parking for this project, as it is depicted in the site plan, it will be necessary to shift the center line of North G Street to maintain travel lanes of adequate and equal width. To accomplish this the road will need to be milled and resurfaced to move the crown of the road and change the centerline.
 - b. New striping will be required from the intersection of North G Street and 9th Avenue North to the intersection of North G Street and 10th Avenue North, including stop bars and reflective pavement markers at the intersections.
 - c. The west ROW of North G Street shall be improved with the addition of 5-foot-wide sidewalk, if determined to be required by the Public Works Director at building permit, and conforming to City specification from the intersection of North G Street to the intersection of 9th Avenue North. The sidewalk will meet ADA requirements and terminate at both intersections with ADA compliant ramps and tactile surfaces.
 - d. A stop sign shall be installed at the intersection of North G Street and 9th Avenue North facing southbound traffic.
 - e. "No Parking Any Time" signs shall be installed along the west ROW of North G Street but will not be installed any further south than the point along North G Street where the property line of the project ends.
 - f. A cross-section showing the existing 40' ROW of North G Street in its current condition and a cross section showing the ROW after the change of the centerline of North G Street will need to be provided prior to City Commission.
 - g. Alleyway improvements consisting of 4-inch asphalt millings, graded and compacted, shall be constructed from 10th Avenue North to 9th Avenue North.
 - h. 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. A pre-construction video of the entire perimeter shall be performed and submitted to the City.

- i. The applicant shall fine grade and sod all disturbed areas with bahia sod.
 - j. 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.
 - k. The applicant shall restore the right of way to a like or better condition. Any damages to pavement, curbing, striping, sidewalks or other areas shall be restored in kind.
3. Prior to performing work in the right of way, the applicant shall apply for and receive issuance of a "Right of Way/Utility Permit" application.
 4. The sidewalk on the east side of North G Street that is bisected by the project property line shall be maintained solely by the property in perpetuity and the City will not be held legally responsible for injuries associated with it.

Utilities – Water & Sewer

1. Prior to building permit issuance, capacity fees are due.
2. Provide a public access easement along the sidewalk that is outside the N G Street right of way.

Electric Utilities

1. Prior to application and the issuance of a building permit, Electric Utilities is requesting the following:
2. Items in regards to the facility's Electrical Site Plan drawings (Electrical Details - E21_222028 BH) are needed to more accurately determine the location of the Electrical Equipment, the Electrical Connections, and Wiring, including Underground (UG)
3. An appropriate Power Distribution Planning to ensure that there is adequate capacity (transformer capacity and feeder capacity) to meet the load demands of the facility shall be specified
4. The facility's potential annual electric energy (power consumption) shall be determined
5. If Electric Vehicle (EV) Chargers are considered: Please provide the number of EV chargers to be installed as well as type of chargers. For example, does the applicant intend to install Level II charger or Level III DC Fast chargers? Quantities of each type? And will these be connected from the facility's main meter or connected directly to the City's electric utility distribution system?
6. The Electric Utility Dept. is requesting a review meeting with the developer & electrical engineers to review and clarify any additional electrical related items.

Prior to the issuance of a building permit:

7. Show the location of the Padmount Transformers, Automatic Transfer Switch (ATS), and the meter banks. The Padmount Transformer locations will need to be in an accessible location to our trucks and will need 8-ft (8 feet) of minimum clearance in the front and 3-ft (3 feet) of minimum clearance on the sides and rear. This clearance includes landscaping. None trees, plants, shrubs or vegetations are allowed within the clearance
8. Provide the electric riser diagrams for all buildings, the proposed electrical loads and the voltages required, including proposed Electrical Cable Schedules
9. Provide the Amp Sizes and Voltages for any other services needed than the commercial units, such as lighting, irrigation, etc. If any meter is over 320 amps for Single Phase, and over 200 amps for 3-Phase, a CT Cabinet and CT Meter Can will need to be installed. All meters and CT Cabinets will need a minimum of 36" (36 in) of clearance in front of them
10. Provide a 10-ft (10 feet) wide utility easement for the underground electric lines, Padmount Transformers & Switchgear that will serve this project. The Main Electric Line Routing from the Poles to the Padmount Transformers will be determined by the Lake Worth Beach design engineer
11. Transformer & Electrical Equipment Box Pad Elevations shall be FEMA 100 yr. Flood-Plain Elevation + 1-ft (1 feet)
12. Provide details for Temporary Power during construction, Voltage & Amps and approximate Location of service point

13. Complete payment to Lake Worth Beach for electrical infrastructure costs for labor & materials to serve this project
14. The customer will be responsible for installing any Secondary Conduit at a minimum of 24" (24 in) deep from the Secondary Winding of the Transformer of the property to the building
15. The customer will be responsible for Any and All labor and material costs for providing electric service to this project.
16. The CLWB will procure one (1) Padmount Transformer and Box Pad to serve the facility, the owner/developer is responsible for the reimbursement costs to the City. The City will procure one (1) Spare Padmount Transformer at the City's expense.

Prior to the issuance of a Certificate of Occupancy:

17. Provide copy of recorded Utility Easement.
18. Note that No permanent power can NOT be provided until a Final Electrical Inspection is done.

ADVISORY BOARD POTENTIAL MOTION:

I move to **recommend approval with conditions** of the request for the Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for Lake Worth Station at 930 N G Street based on upon the competent and substantial evidence provided in the staff report and in the testimony at the public hearing.

I move to **recommend disapproval** of the request for the Mixed Use Urban Planned Development, Major Site Plan, Conditional Use Permit (CUP), and Sustainable Bonus Incentive Program (SBIP) requests for Lake Worth Station at 930 N G Street. The project does not meet the conditional use criteria for the following reasons [Board member please state reasons.].

Consequent Action: *The Planning & Zoning Board's recommendation will be forwarded to the City Commission as part of the public hearing supporting documents and materials upon first reading of Ordinance 2022-15.*

ATTACHMENTS

- A. Qualitative Development Standards
- B. Conditional Use Findings
- C. Application Package (site plan, architectural plans & supporting documents)

ATTACHMENT A – Qualitative Development Standards

| Section 23.2-31(c) – Qualitative Development Standards | Analysis |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| <p>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.</p> | In Compliance |
| <p>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 feet or more.</p> | In compliance |
| <p>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.</p> | In compliance |
| <p>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.</p> | In compliance |
| <p>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.</p> | In compliance |
| <p>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.</p> | In compliance |
| <p>7. Pedestrian circulation. There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.</p> | In compliance |
| <p>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.</p> | In compliance |
| <p>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</p> | In compliance |

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.

10. Design of on-site public right-of-way (ROW). 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. **Not applicable**

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. **In compliance**

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. **In compliance**

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. **In compliance**

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. **In compliance**

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. **In compliance**

| Section 23.2-31(d) - Qualitative Buildings, generally | Analysis |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <p><i>1. Buildings or structures which are part of a present or future group or complex shall have a unity of character and design. The relationship of forms of the use, texture and color of material shall be such as to create one (1) harmonious whole. When the area involved forms an integral part of, is immediately adjacent to, or otherwise clearly affects the future of any established section of the city, the design, scale and location of the site shall enhance rather than detract from the character, value and attractiveness of the surroundings. Harmonious does not mean or require that the buildings be the same.</i></p> | In compliance |
| <p><i>2. Buildings or structures located along strips of land or on a single site, and not a part of a unified multi-building complex shall achieve as much visual harmony with the surroundings as is possible under the circumstances. If a building is built in an undeveloped area, three (3) primary requirements shall be met, including honest design construction, proper design concepts, and appropriateness to the city.</i></p> | In compliance |
| <p><i>3. All façades visible to public or adjacent property shall be designed to create a harmonious whole. Materials shall express their function clearly and not appear foreign to the rest of the building.</i></p> | In compliance |

4. *The concept of harmony shall not infer that buildings must look alike or be of the same style. Harmony can be achieved through the proper consideration of scale, mass, bulk, proportion, height, orientation, site planning, landscaping, materials, rhythm of solids to voids and architectural components including but not limited to porches, roof types, fenestration, orientation and stylistic expression.* **In compliance**
5. *Look-alike buildings shall not be allowed unless, in the opinion of the board, there is sufficient separation to preserve the aesthetic character of the present or evolving neighborhood. This is not to be construed to prohibit the duplication of floor plans and exterior treatment in a planned development where, in the opinion of the board, the aesthetics or the development depend upon, or are enhanced by the look-alike buildings and their relationship to each other.* **Not Applicable**
6. *Buildings, which are of symbolic design for reasons of advertising, unless otherwise compatible with the criteria herein, will not be approved by the board. Symbols attached to the buildings will not be allowed unless they are secondary in appearance to the building and landscape and are an aesthetic asset to the building, project and neighborhood.* **Not Applicable**
7. *Exterior lighting may be used to illuminate a building and its grounds for safety purposes, but in an aesthetic manner. Lighting is not to be used as a form of advertising in a manner that is not compatible to the neighborhood or in a manner that draws considerably more attention to the building or grounds at night than in the day. Lighting following the form of the building or part of the building will not be allowed if, in the opinion of the board, the overall effect will be detrimental to the environment. All fixtures used in exterior lighting are to be selected for functional as well as aesthetic value.* **In compliance**
8. *Building surfaces, walls and roofs shall be compatible and in harmony with the neighborhood.* **In compliance**
9. *"Take-out" or "pick-up" windows of retail or wholesale establishments shall not be located on a building façade that faces a public right-of-way, unless they are designed in such a manner as to constitute an aesthetic asset to the building and neighborhood.* **Not Applicable**
10. *All exterior forms, attached to buildings, shall be in conformity to and secondary to the building. They shall be an asset to the aesthetics of the site and to the neighborhood.* **In compliance**
11. *All telephones, vending machines, or any facility dispensing merchandise, or a service on private property, shall be confined to a space built into the building or buildings or enclosed in a separate structure compatible with the main building, and where appropriate and feasible, should not be readily visible from off-premises.* **Not Applicable**
12. *Buildings of a style or style-type foreign to south Florida or its climate will not be allowed. It is also to be understood that buildings which do not conform to the existing or to the evolving atmosphere of the city, even though possessing historical significance to south Florida, may not be approved.* **Not Applicable**
13. *No advertising will be allowed on any exposed amenity or facility such as benches and trash containers.* **In compliance**
14. *Light spillage restriction. The applicant shall make adequate provision to ensure that light spillage onto adjacent residential properties is minimized.* **In compliance**

| Section 23.2-31(h) – Criteria for parking lots and vehicular use areas | Analysis |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <p>1. <i>Parking lots and other vehicular use areas are to be designed as an aesthetic asset to a neighborhood and to the building, group of buildings, or facility they serve. A parking lot is to be considered an outside space; a transitional space that is located between access areas (such as roads) and the building, group of buildings or other outside spaces which it serves. The parking lot, because it is viewed from above as well as at eye level, should be designed accordingly.</i></p> | In compliance |
| <p>2. <i>Parking lots, vehicular use areas, and vehicles parked therein are to be effectively screened from the public view and from adjacent property in a manner that is attractive and compatible with safety, the neighborhood and the facility served.</i></p> | In compliance |
| <p>3. <i>The responsibility for beautification and design of a parking lot is the same as that which a homeowner has to his residential lot. The atmosphere within a parking lot or vehicular use area is to be as pleasant and park-like as possible, rather than a harsh stand of paving. Trees are of primary importance to the landscape and are not to be minimized in either height or quantity. Trees impart a sense of three-dimensional space in a relatively flat area. Trees cast shadows that help to reduce the monotony of an expanse of paving and create a refuge from the tropical sun. Signs designating entrances, exits and regulations are to be of a tasteful design and shall be subject to review by the board. Consideration may be given to use of pavement which is varied in texture or color to designate lanes for automobile traffic, pedestrian walks and parking spaces. Brightly colored pavement is to be used with restraint. In order to create a pleasant atmosphere, it is recommended that consideration be given to sculpture, fountains, gardens, pools and benches. Design emphasis is to be given to the entrance and exit areas of the lot. Trash, refuse and unaesthetic storage and mechanical equipment shall be screened from the parking lot.</i></p> | In compliance |
| <p>4. <i>Lighting is to be designed for visual effects as well as safety and resistance to vandalism. Care should be taken not to create a nuisance to the neighborhood from brightness or glare. Low lights in modest scale can be used along with feature lighting emphasizing plants, trees, barriers, entrances and exits. The fixtures are to be selected for functional value and aesthetic quality. Fixtures should be regarded as "furniture of the parking lot" which are visible both day and night.</i></p> | In compliance |

| Section 23.2-31(l) – Community Appearance Criteria | Analysis |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| <p>1. <i>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.</i></p> | In compliance |
| <p>2. <i>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.</i></p> | In compliance |
| <p>3. <i>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.</i></p> | In compliance |
| <p>4. <i>The proposed structure or project is in compliance with this section and 23.2-29, Conditional Use Permits (CUP), as applicable.</i></p> | In compliance |

ATTACHMENT B - Findings for Granting Conditional Uses

Prior to approving any conditional use permit, the decision-making authority shall find based on competent and substantial evidence that the following criteria related to conditional uses are met:

| Section 23.2-29(d) General findings relating to harmony with LDRs and protection of public interest. | Analysis |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|
| 1. <i>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.</i> | In compliance |
| 2. <i>The conditional use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.</i> | In compliance |
| 3. <i>The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the site for some use permitted by right or some other conditional use permitted on the site.</i> | In compliance |
| 4. <i>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.</i> | In compliance |
| Section 23.2-29(e) Specific findings for all conditional uses. | Analysis |
| 1. <i>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.</i> | In compliance |
| 2. <i>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</i> | In compliance |
| 3. <i>The proposed conditional use will not produce significant air pollution emissions, or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.</i> | In compliance |
| 4. <i>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.</i> | In compliance |
| 5. <i>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.</i> | In compliance |
| 6. <i>The proposed conditional use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.</i> | In compliance |

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.* **In compliance**

8. *The proposed conditional use will not generate light or glare which encroaches onto any residential property in excess of that allowed in section 23.4-10, Exterior lighting.* **In compliance**



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 ibigroup.com

July 22, 2022

Mr. William Waters, AIA
 Director of Community Sustainability Department
 City of Lake Worth Beach
 1900 2nd Avenue North
 Lake Worth Beach, FL 33461

**Re: Lake Worth Station – Project Narrative – Updated per SPRT #1
 Mixed Use Residential/Office Planned Development, 1.084 Acres
 Major Site Plan, Planned Development and Sustainable Bonus Incentive Program
 IBI Group Project Number 137767
 LWB Project Number 21-01700076**

Dear Mr. Waters:

We hereby submit this Project Narrative, in support of the proposed development of the project called Lake Worth Station, on behalf of Bridge Holding LLC. The subject properties incorporated into the overall project area are described as follows:

Overall Unified Property: 930 N G Street, 1.084 acres

Property Control Numbers:

- 38-43-44-21-15-274-0080**
- 38-43-44-21-15-274-0070**
- 38-43-44-21-15-274-0040**
- 38-43-44-21-15-274-0030**
- 38-43-44-21-15-274-0020**

MAJOR SITE PLAN APPLICATION:

Location: 930 N G Street, Lake Worth Beach, FL, Palm Beach County

FEMA Flood Zone: Zone X (0.2 % annual chance flood hazard)

As described in the Survey Legal Description: Refer to survey for full legal description.
 Parcels 2 & 3: Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2
 Parcels 4 & 5: Lots 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2
 Parcel 6: Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2

Zoning: No change is proposed.
Current: TOD-E
Proposed: TOD-E

Land Use Designation: No change is proposed.
Current: TOD
Proposed: TOD

Existing Use: Five (5) Parcels of vacant land, previously developed and unified as one parcel.

Proposed Use: Mixed Use development of residential and office, comprised of:

Residential: 81 units (63-1BR, 18-2BR)
Leasing Office: 891 square feet
Co-work Office: 891 square feet

Project Background:

This project site is located within the CRA and consists of five parcels, which are currently vacant.

The overall property is bordered by:

North: 10th Avenue North
South: Residential Parcel, which is not included in the project.
West: North G Street
East: A platted 10' alley, which is unimproved.

Existing utilities are available to the site by means of:

North: Existing municipal drainage system
South: N/A
West: Existing 12" CIP watermain and overhead power
East: Existing 6" PVC watermain and 8" PVC sanitary sewer

The proposed mixed-use project includes the construction of a five-story building, surface parking and site amenities, to serve 81 residential units and 2 offices. Of the 81 residential units, 63 will be 1-bedroom units and 18 will be 2-bedroom units. 39 of the 1-bedroom units will be workforce housing. At grade on-site and street parking are also provided.

The site will provide water & sewer, stormwater facilities and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year -1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103.). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the exfiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration

trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system.

Per Palm Beach County Wellfield Maps, this project site is located in Wellfield Zone 4. An Affidavit of Notification has been submitted to Palm Beach County Department of Environmental Resources Management, who has provided the following written confirmation that a permit is not required.

RE: Lake Worth Station - Affidavit



Samantha Pucci <SPucci@pbcgov.org>

To Patricia Ramudo



You replied to this message on 2022-06-08 1:55 PM.

[Click here to download pictures.](#) To help protect your privacy, Outlook prevented automatic download of some pictures in this message.



Best Management Practices 2022.pdf
34 KB

Patricia,

As we previously discussed, if it is residential with no pool, generator, or on-site storage of maintenance supplies a permit is not required. The construction crew is to follow the attached Best Management Practices.

Samantha Pucci
Resources Protection
Environmental Resources Management
(561)233-2523
fax: (561) 233-2414

According to the Major Thoroughfare Design Guidelines, the project site is located within Major Thoroughfare E, which runs along 10th Avenue North, from Dixie Highway to the West City limit. 10th Avenue North is described as "a prominent roadway regularly used by residents, as well as incoming commuters from I-95."

Site Characteristics:

The site is currently vacant, with existing trees and an encroaching guy wire. The parcels have been considered vacant since 1999. This is based on a review of historical aerials conducted by the Geotechnical Consultant, TSFGEO.

The topography varies from 13.6 to 16.8 NAVD. The perimeter road elevations are:

North G Street: centerline elevations vary from 14.41 to 14.62 NAVD

10th Avenue North: centerline elevations vary from 15.70 to 16.50 NAVD

East 10' Alley: West R/W elevations vary from 14.50 to 15.10 NAVD

Surrounding Property Information: Uses, Architectural Style and Size

East: A platted 10' alley (unimproved) separates the subject property from the adjacent residential lots, comprised of single family, apartment buildings and a vacant lot.

West: The North G Street 40' municipal right-of way abuts the property. It is comprised of a two-way, two-lane undivided roadway, with curb and gutter on both sides, as well as a concrete sidewalk on the east side only. Beyond the roadway is a vacant parcel, which abuts the Florida East Coast Railroad right-of-way.

North: The 10th Avenue North municipal right-of-way is a two-way, two-lane partially divided roadway. Beyond the roadway are commercial structures.

South: A residential lot is located south of the property and is not included in the proposed development.

Please refer to following exhibits for the pictures of the project site and surrounding areas.

Aerial photo of site – along 10th Avenue North



Aerial photo of site – along North G Street



Adjacent property photo – along 10' alley



Adjacent property photo – looking west on N G Street, vacant lot and FEC



Adjacent property photo – east view on 10th Ave N, triplex apartment building



Adjacent property photo – residential building located south of subject property and apartment building east of subject property



Justification of the Proposal:

The proposed development will provide workforce housing and is consistent with the vision of the City of Lake Worth Beach and the CRA. The proposed mixed-use development is consistent with the intent of the Transit-Oriented Development (TOD) and the Land Use classification TOD and TOD-E for Zoning. According to the City's Land Development Regulations (LDR), Section 23.3.19, the intent of this designation is "to promote compact, mixed-use development, including multiple-family residential, office and retail, near proposed or existing transportation Infrastructure."

Compliance with the Site Design Qualitative Standards in Section 23.2-31:

1. Harmonious and efficient organization:

Required: The site plan is designed to 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 site plan has been designed to 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 character of the proposed development is consistent with the Vision for the Major Thoroughfare Design Guidelines, providing for a vibrant, diverse, safe, inviting and sustainable features. With an open plaza, located at the 10th Avenue North frontage, the project invites community interaction. The perimeter public sidewalks provide walkability and connectivity to the on-site pedestrian walkways. The building is placed along the North G Street corridor, with surface parking east of the building, such that it minimizes any adverse effects to its neighbors. Driveway access is placed on the north and west side streets, minimizing vehicular interaction with the pedestrian circulation. On-site parking is designed along the south and east of the property, screening it from public view, by means of low walls and landscaping.*

2. Preservation of natural conditions:

Required: 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.

Response: *The subject property is undeveloped, with existing trees and vegetation. Proposed improvements will be provided in compliance with environmental jurisdictional agencies and enhancements will include water quality, water quantity and erosion control measures.*

3. Screening and buffering:

Required: 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: *Screening of the on-site parking is provided by placing it at the rear of the property and will be screened by the buildings and landscape improvements. The solid waste dumpster will be located in an enclosure located at the southeast of the property and will provide collection and storage of solid waste and recyclables. Site lighting will comply with the City's lighting design and illumination standards, such that it will not spill over to surrounding properties. Landscaping of the perimeter buffers will be designed in such a manner as to compliment the architectural style of the buildings.*

4. Enhancement of residential privacy:

Required: 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 project will be consistent with Crime Prevention Through Environmental Design Principles (CPTED) to reinforce the privacy and safety of the residents. The building will be designed to provide acoustical and visual privacy for the residents, by means of building placement, impact windows and high rated insulation. Perimeter landscape plantings will provide visual screening. The proposed building has been placed at 83' from the south property line, in excess of the 15' required, and 69' from the east property line, in excess of the 10' required, thereby allowing for additional residential privacy for the abutting properties.*

5. Emergency access:

Required: 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 by means of the perimeter streets and interior private roadway. Fire truck access to the west side of the building will have access to a proposed fire hydrant and Fire Department Connection (FDC). In addition, the building will have an additional access to an existing fire hydrant at the northeast corner of the property. A truck turning analysis was conducted, using an aerial fire truck template to access the rear drive aisle to maneuver from the side street onto the property. In addition, emergency ambulance templates will also have full access available on all interior drives. The building will be provided with a fire sprinkler system, connected to a Fire Alarm.*

6. Access to public ways:

Required: The 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: Vehicular access is provided by means of driveway connections at 10th Avenue N and N G Street. Pedestrian access is provided along the north and west perimeter public rights-of-way, as well as internal pedestrian pathways.

7. Pedestrian circulation:

Required: There shall be provided a pedestrian circulation system which is insulated as completely as reasonably possible from the vehicular circulation system.

Response: The on-site pedestrian circulation system is complimentary to the perimeter public sidewalks along the two perimeter streets providing connectivity to the internal parking area, the plaza area and the external public sidewalks.

8. Design of ingress and egress drives:

Required: 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, are provided by means of two driveway connections located at the north and west side streets. The private roadway provides a 22' wide, two-way roadway to connect to the parking area circulation. Due to low traffic volumes and design of perimeter streets, turn lanes are not required.

9. Coordination of on-site circulation with off-site circulation:

Required: 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 vehicular and pedestrian improvements to the public rights-of-way adjacent to the site allow for ingress and egress, as well as on-street parking that will reinforce the desired development pattern. The connection to the existing perimeter roadways of 10th Avenue North and North G Street are not affected. In addition to emergency vehicle accessibility, a truck turning analysis confirmed that solid waste collection vehicles are able to enter the property without conflict. The return radius provided on the entrance drives allow for unrestricted access by emergency and solid waste collection vehicles.

10. Design of on-site public right-of-way:

Required: 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.

Response: The project will provide on-street parking on the west right-of-way, as well as adding or improving to the public sidewalks. On North G Street, there are 12 parallel parking spaces proposed, with two of these spaces to be considered as Temporary Loading spaces. The location of the on-

street parking was designed in coordination with the City. Access to the off-street parking is provided by means of the proposed driveway connection and internal roadway, in compliance with City and FDOT standards.

11. Off-street parking, loading and vehicular circulation areas:

Required: 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 site is designed so that the off-street parking, temporary loading and vehicular circulation are located, designed and screened to minimize the impact of noise, glare and odor on adjacent properties. Site lighting and landscaping improvements are designed to comply with the City's standards.*

12. Refuse and service areas:

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

Response: *Refuse and service areas will be provided by means of dumpster, located at the southeast corner of the property and within the dumpster enclosure, where solid waste and recyclables will be collected.*

13. Protection of property values:

Required: 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 project will have a positive impact on the adjoining property values, as well as the overall community values, by means of the site plan elements related to the mixed-use building. The design character of the project is described as inspired by the **Modern Industrial** design style. A mix of bold and straight lines, simple volumes, metal rails, aluminum cantilever balconies, roofs, and entries. Accents are materials that are left after a business vacates its industrial space and becomes an integral part of an industrial style. No other style is so strong with metal elements, bold colors and textures while metal is sleek and modern.*

Transitional development:

Required: 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: *This project site is located in the Transit-Oriented Development (TOD) land use and TOD-E zoning areas, therefore this section does not apply. However, the site plan is designed with the principles of the new urbanism, inspired by the old industrial style, strategically oriented within the site creating an icon along the main intersection which will be integrated into the surrounding area.*

Consideration of future development:

Required: In finding whether or not the above standards are met, the review authority shall consider likely future development as well as existing development.

Response: The project is a single-phase project that will complement the City and CRA's Vision for the TOD-E area, City's Land Development Regulations, the Major Thoroughfares Design Guidelines and the Sustainability /Economic Development objectives, as well as, the design of the site and building that are consistent with urban design principles. Therefore, it is requested that the review authority consider that the above standards are met.

Compliance with Community Appearance Criteria Section 23.2-31(I):

The general requirements outlined in this section are minimum aesthetic standards for all site developments, buildings, structures, or alterations within the corporate limits of the city, except single-family residences. However, additions to existing buildings and sites shall be subject to review by the development review official for a determination regarding submission to the planning and zoning board or historic resources preservation board for review. All site development, structures, buildings or alterations to site development, structures or buildings shall demonstrate proper design concepts, express honest design construction, be appropriate to surroundings, and meet the following community appearance criteria:

Required:

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

Response:

*The proposed Lake Worth Station project will adhere to the Compliance with Community Appearance Criteria. The design and layout of the site are consistent with the Major Thoroughfare Design Guidelines. The elevations are inspired by the **Modern Industrial** architectural style, as well as the Design Guidelines. The project will enhance and embrace the City's Vision, creating a vibrant, safe, inviting and sustainable community asset.*

Major Thoroughfare Design Guidelines:

- Encourage high-quality mixed-use infill development that is comprised of residential, office, entertainment, and commercial uses.
- Provide the residents living in the upper floors of a mixed-use development with high-quality standards of living.
- Protect the pedestrian and enhance the pedestrian environment and scale.
- Provide residents with entrances separate from office and commercial spaces.
- Create a base that distinctly grounds the building, and which enhances the streetwall along each thoroughfare.
- Developments should include open spaces accessible to the public, located on the ground floor, as well as private spaces for residents.
- Ensure that commercial/retail spaces on the lower floor are appropriately designed to promote uses that serve the community living in a mixed-use development.
- Ensure compatibility between adjacent uses, especially residential.

Response: The site elements comply with the guidelines state above. The proposed development is consistent with the City's Comprehensive Plan and the CRA's redevelopment initiatives and programs.

MIXED USE URBAN PLANNED DEVELOPMENT: Per Section 23.3-25.e

Project Narrative addressing the following:

- A general description of the proposed development, including the total acreage involved in the project; the number and percentage of acres devoted to various categories of land use; the number and type of dwelling units proposed and the overall project density in dwelling units per gross acre; the minimum design standards for such features as lot shape and size, building size and lot coverage, open space, off-street parking and loading, signs, and landscaping;

Response: The project consists of a 1.084 acre site, to be developed in a single phase and single building. The 5-story building will provide 81 multi-family units. Two of the units will serve as a Leasing/Clubroom and a Co-Work Office. Parking is provided in excess of required. Also provided are bicycle parking, as well as four electric charging spaces. Refer to the following detailed information.

LAKE WORTH STATION - SITE DATA

| | | |
|-----------------------------------------------------------------------------------|------------------------------------|-----------------------------------|
| EXISTING ZONING | TOD-E | Transit Oriented Development East |
| PROPOSED ZONING | TOD-E | Transit Oriented Development East |
| EXISTING FUTURE LAND USE | TOD | Transit Oriented Development |
| PROPOSED FUTURE LAND USE | TOD | Transit Oriented Development |
| PCN # | | 38-43-44-21-15-274-0080 |
| | | 38-43-44-21-15-274-0070 |
| | | 38-43-44-21-15-274-0040 |
| | | 38-43-44-21-15-274-0030 |
| | | 38-43-44-21-15-274-0020 |
| PROPOSED USE | Multi-family and Workforce Housing | |
| ANTICIPATED DATE OF COMPLETION | December 2024 | |
| | REQUIRED | PROVIDED |
| LOT AREA (square feet) | 13000 | 47233 |
| LOT AREA (acres) | 0.298 | 1.084 |
| LOT WIDTH (feet) | 100 | 135 |
| BUILDING HEIGHT (feet) | 30 | 54'-10" |
| NUMBER OF STORIES | 2 | 5 |
| BUILDING SETBACKS | | |
| FRONT-North (10th Ave North) | 10' | 18' |
| REAR-South (Residence) | 15' | 83' |
| SIDE STREET-West (North G Street) | 10' | 9' (waiver) |
| SIDE STREET-East (Alley) | 10' | 69' |
| RESIDENTIAL DENSITY (du/acre) | 60 | 81 |
| Basis of increase: 25% increase for Planned Development, per FLU, Policy 1.2.3.4; | | |
| 60 du/acre + 25% = 75 du/acre * 1.084 acres = 81 du | | |
| 1 Bedroom/1 Bathroom | | 63 |
| 2 Bedroom/2 Bathroom | | 18 |
| Workforce Housing (1 Bedroom/1 Bathroom) | | 39 |
| BUILDING AREA (SF) | 23617 | 13854 |
| | 50.00% | 29.33% |
| FLOOR AREA RATIO (FAR) | 1.5 | 1.43 |
| BUILDING COVERAGE | 50% | 29% |
| GROUND FLOOR | | 13854 |
| BUILDING FLOOR AREA (sf) | | |
| GROUND FLOOR | | 13854 |
| 2ND FLOOR | | 13854 |
| 3RD FLOOR | | 13854 |
| 4TH FLOOR | | 13854 |
| 5TH FLOOR | | 12236 |
| TOTAL BUILDING COVERAGE AREA | | 67652 |
| TOTAL BUILDING FAR | 1.5 | 1.43% |
| LIVING AREA | | |
| 1 Bedroom Units - Center Units | 600 SF | 584 (waiver) |
| 1 Bedroom Units - Perimeter Units | 600 SF | 584 (waiver) |
| 2 Bedroom Units | 750 SF | 891 |
| IMPERMEABLE SURFACE (IMPERVIOUS) | 65% | 62% |
| BUILDING (Ground Floor) | 13854 | 29.33% |
| DUMPSTERS ENCLOSURE AND PAD | 245 | 0.52% |
| SIDEWALKS AND RAMPS | 3361 | 7.12% |
| BIKE RACKS (concrete) | 64 | 0.14% |
| DECORATIVE LOW WALLS | 79 | 0.17% |
| CONCRETE CURBS | 434 | 0.92% |
| PARKING CONCRETE DRIVEWAY | 587 | 1.24% |
| PARKING PERVIOUS CONCRETE/ASPHALT PAVEMENT (50% pervious) | 10701 | 22.66% |
| PERMEABLE SURFACE (PERVIOUS) | 35% | 38% |
| LANDSCAPE + OPEN SPACE | 7194 | 15.23% |
| PARKING PERVIOUS CONCRETE/ASPHALT PAVEMENT (50% pervious) | 10701 | 22.66% |
| PARKING REQUIREMENTS | | |
| M8-1BR = 63 UNITS @ 0.75 PER UNIT | 95 | See below. |
| M8-2BR = 18 UNITS @ 1.25 PER UNIT | 32 | See below. |
| ADMINISTRATIVE/LEASING Office = 891 SF @ 1 PER OFFICE. | 1 | See below. |
| CO-WORK RENTAL OFFICE = 891 SF @ 1 PER 400 SF | 2 | See below. |
| GROSS PARKING REQUIRED | 129 | See below. |
| MIXED-USE SHARED 25% PARKING CREDIT | 32 | |
| NET PARKING REQUIRED | 97 | See below. |
| REQUIRED PARKING | 97 | 98 |
| Off-street (on-site) Regular Parking Spaces | | 84 |
| Off-street (on-site) Compact Parking Spaces @ 25% of Required Parking | | 19 |
| Off-street (on-site) Handicap Parking Spaces | | 2 |
| Side-street Parallel Parking Spaces (not including 2 delivery & rideshare spaces) | | 12 |
| Bonus Parking = Bike Racks = 1 set of 4 = 1 @ 1 space per 4 | | 1 |
| Bonus Parking = Scooter Parking = 6 scooter spaces @ 1 space per 2 | | 0 |
| Electric Charging Spaces (4%) | 4 | 4 |

PARKING ANALYSIS

| TYPE | # UNITS | SF each | REQ'D/UNIT | #SPACES |
|------------------------------------------------------------------------|---------|---------|------------|------------|
| MF-1BR | 63 | | 1.5 | 95 |
| MF-2BR | 18 | | 1.75 | 32 |
| Leasing Space (Administrative) | 1 | 891 | 1 | 1 |
| Co-Work Space (Rentable) | 1 | 891 | 1/400 | 2 |
| TOTAL REQUIRED | | | | 129 |
| MIXED-USE SHARED PARKING CREDIT = 25% | | | | 32 |
| TOTAL PARKING REQUIRED = | | | | 97 |
| PROVIDED: | | | | |
| OFF-STREET PARKING (regular and compact) | | | | 85 |
| ON-STREET PARKING (including 2 delivery & rideshare spaces) | | | | 12 |
| SUBTOTAL PROVIDED | | | | 97 |
| PLUS BIKE RACK CREDIT | | | | 1 |
| PLUS SCOOTER CREDIT | | | | 0 |
| TOTAL PARKING PROVIDED = | | | | 98 |
| NOTE: | | | | |
| ELECTRIC CHARGING SPACE = 4% of off-street parking | | | | 3.4 |
| TO BE INSTALLED THIS PHASE = | | | | 4 |
| TO BE INSTALLED IN FUTURE PHASE = | | | | 0 |

- A statement indicating the manner in which the proposed project complies with the comprehensive plan:

Response:

1. Location: The project is located within a mixed-use district east of Interstate 95, which is designated as Transit Oriented Development-East.
2. Minimum area required: The project area is 1.084 acres, which exceeds the minimum area required of 0.5 acres.
3. Permitted uses: This project is a mixture of residential and office uses, which are permitted uses.
4. Required setbacks: The required setbacks are provided along the north, south and east. A waiver is requested along the west side of the property, a reduction of 1 foot from 10 feet to 9 feet. Justification of this request is based on the proposed on-street parking and workforce housing.
5. Parking and loading space requirements: The parking analysis, as shown below, indicates 97 parking spaces required. Total parking provided is 98, including credit for the bike rack. There are two delivery and rideshare parking spaces provided on North G Street.
6. Landscaping/buffering: Landscaping and buffering are provided as required.
7. Illumination: Site lighting is compliant with the illumination limit of one (1) foot candle at the boundaries of the project site.
8. Outdoor storage: There are no outdoor storage facilities proposed for this project.
9. Sustainability: Sustainability features shall be included in the project design and in compliance with the Florida Green Building Coalition criteria.

The project is consistent with the CRA's redevelopment initiatives and programs. The overall project site was assembled from five (5) parcels, as shown on the survey provided. As per the Future Land Use Element Policy 1.1.1.8, the project provides live-work units and compact, sustainable urban infill residential development that meets the vision for the Transit-Oriented Development (TOD) land use and TOD-E zoning district, as well as the Major Thoroughfare Design Guidelines. The project is also consistent with the intent of the Sustainable Bonus Incentive Program, which allows an increase in density, intensity and height.

*The proposed project is consistent with and furthers the applicable Goals, Objectives and Policies of the City's **Comprehensive Plan**, which are as follows:*

GOAL 1.2: To strive to foster the City of Lake Worth as a livable community where live, work, play and learn become part of the daily life of residents and visitors.

Objective 1.2.2: The City shall facilitate a compact, sustainable urban development pattern that provides opportunities to more efficiently use and develop infrastructure, land and other resources and services, and to reduce dependence on the automobile. This can be accomplished by concentrating more intensive growth within the City's mixed use, high density residential and transit-oriented development (TOD) areas.

Policy 1.2.2.1: The City shall continue to promote compact developments within the mixed-use high density residential and TOD areas while providing adequate public services for each development in the most cost-effective manner possible.

Objective 1.2.3: The City shall establish incentives to help support the creation of a compact, sustainable, community-oriented development by implementing a Sustainable Bonus Incentive Program.

Objective 1.2.4: The City shall establish incentives to encourage the redevelopment of the City's stressed and blighted areas through a formal Transfer of Development Rights Program.

Policy 1.2.4.1 The City shall implement a Transfer of Development Rights Program as described in Policy 1.2.4.4 to provide for increased density, intensity and height allowances through the purchase of development potential from the City's properties with a Public Future Land Use Designation.

GOAL 1.6: To support and coordinate with the City's Community Redevelopment Area (CRA) infill and redevelopment initiatives and programs and to provide incentives for the continued redevelopment of the historic downtown commercial core of the City.

Objective 1.6.1: To support the redevelopment of older urban area.

Policy 1.6.1.1: The City shall support redevelopment with recommended regulations pertaining to height, density, design, mixed use, neighborhood compatibility and protection of historic resources.

Response: A **waiver** is hereby requested to allow that the west setback along North G Street be reduced by 1'. This will allow the architectural character of the building to keep in balance the massing proportion for the overall site, as well as keeping the residential units consistent. An additional waiver is requested to reduce the living area for the one-bedroom units from 600 square feet to 584 square feet. This represents a 2.7% reduction, below the 15% decrease allowed by the Comprehensive Plan, Policy 3.1.2.2 and the Affordable/Workforce Housing Ordinance 2022-12. Otherwise, the development proposal complies with the referenced sections above.

Policy 1.6.1.2: The City shall encourage new development, infill and redevelopment in conjunction with existing or planned transit improvements where possible.

- The proposed schedule of development which identifies the anticipated project start and completion dates, stages of development (if any), and the area and location of common open space to be provided at each stage;

Response: The anticipated total construction time, from issuance of the building permit, 265 days. The anticipated start date is December 2022. The common open space is located in the open plaza area and will be available upon completion of construction.

- Compliance with the General Provisions and Requirements in Section 23.3-25(b), which are as follows:

Utilities: All utilities, including telephone, cable television, and electrical service systems, shall be installed underground. However, the following facilities may be exempt from this requirement:

- A. Accessory facilities normally associated with such systems that require above-ground installation, provided such facilities are screened adequately; and
- B. Primary facilities, such as electric substations, providing service to the planned development or to service areas not located within the planned development. Primary facilities shall be screened or landscaped.

Response: Utilities will be installed underground, in accordance with the criteria noted in subsection A, i.e., fire hydrants, backflow preventers, etc. Primary facilities will be screened by means of landscaping.

Visibility triangle: In all planned development, visibility at all street and alley intersections shall be provided pursuant to section 23.4-4.

Response: The visibility/site triangle is noted on the site plan and landscape plan.

Open space: In all planned development, sufficient areas of common open space shall be provided at each stage of development and upon completion of development. Such common open space shall include areas not covered by water.

Response: The open space provided is comprised of green space and hardscape. The total open space, located within the open plaza and perimeter landscape areas, provided as follow:

Green Space = 7,194 SF = 0.165 AC. = 15.23%
Concrete Sidewalk, Ramps and Plaza = 3,361 SF = 0.077 AC. = 7.12%
Total Open Space = 10,555 SF = 0.242 AC = 22.35%

- **Establishment of planned development districts:** All planned developments shall comply with sections 23.2-27, 23.2-28 and 23.2-29. Planned development districts will be established from designated existing zoning districts by amendment to the official zoning map for tracts of land suitable in location, extent, and character for the structures and uses proposed.

Response: Acknowledged.

- **Unified control:** All land included for purpose of development within a planned development district shall be owned or under the control of the petitioner for such zoning designation, whether that petitioner be an individual, partnership or a corporation, or a group of individuals, partnerships or corporations. The petitioners shall present firm evidence of the unified control of the entire area within the proposed planned development district and shall agree that when the development proceeds:
 - It will be in accordance with the ordinance officially adopted for the district and the regulations in effect when the planned development was approved.
 - Agreements, contracts, or deed restrictions and covenants will be provided to the city to insure that the development will occur in accordance with the master development plan; and that the developer, his successors, assignees, or heirs, are responsible for the continued maintenance and operation of common areas and facilities, including sodding, watering down and fencing of undeveloped areas earmarked for future stages of development that are disturbed during development.

Response: The property will be unified under a Declaration of Unity of Title or other means. The developer/applicant will execute any necessary agreements with the City and CRA.

- **Master development plan.** Any petition for planned development district zoning shall be accompanied by a professionally prepared master development plan.

Response: A master development site plan is provided.

- Supporting information. Applications for planned development approval shall include the all documentation set forth above.

Response: Applications are submitted together with this document and supporting documents.

- Professional services required. A master development plan for any proposed planned development district shall be prepared utilizing the professional services of individuals possessing appropriate licensure or registration.

Response: Acknowledged and provided.

- Application fees. Application fees for planned development districts shall be established and amended by resolution of the city commission.

Response: Acknowledged and provided.

Conditional Use:

Justification Statement to address the Conditional Use Criteria in Section 23.2-29.d and Section 23.2-29-e, which are as follows:

- **General findings** relating to harmony with LDRs and protection of public interest. Prior to approving any Conditional Use permit, the decision making authority shall find based on competent and substantial evidence that:
 - 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.
 - The Conditional Use exactly as proposed at the location where proposed will be in harmony with existing uses in the immediate area where located.
 - The conditional use exactly as proposed will not result in substantially less public benefit or greater harm than would result from use of the site for some use permitted by right or some other conditional use permitted on the site.
 - 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.

- **Specific findings** for all conditional uses. Prior to approving any Conditional Use, the decision making authority shall find that:
 - 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.
 - 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.
 - The proposed conditional use will not produce significant air pollution emissions or will appropriately mitigate anticipated emissions to a level compatible with that which would result from a development permitted by right.
 - 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.
 - 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 than would result from development permitted by right.
 - The proposed Conditional Use will not place a demand on municipal police or fire protection service beyond the capacity of those services, except that the proposed facility may place a demand on municipal police or fire protection services which does not exceed that likely to result from a development permitted by right.
 - 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.
 - The proposed Conditional Use will not generate light or glare which encroaches onto any residential property in excess of that allowed in Section 23.4-10 – Exterior Lighting.

Response: *The development proposal complies with the referenced sections above.*

SUSTAINABLE BONUS INCENTIVE PROGRAM:

The Sustainable Bonus Incentive Program is outlined in City Code Section 23.2-33 and provides the following criteria, which apply to this project:

1. Any buildings seeking incentives must be over two stories, which allows for increases in height and intensity over baseline maximums. Once a year, the City Commission will establish baseline sustainable bonus values to participate in the program.
2. As part of a planned development, mixed-use planned development, residential planned development, or urban planned development, a project may receive a 25% bonus on density, intensity, and height over the baseline. For each project requesting the additional bonus, twice the baseline sustainable bonus value will apply to each square foot above the maximum base threshold.
3. For mixed-use urban planned developments located west of Dixie Highway, which include at least three (3) use categories, one being residential, an additional 50% bonus in density, intensity, and height over the baseline may be obtained. For each project requesting the additional bonus, twice the baseline sustainable bonus value will apply to each square foot above the maximum base threshold.

Response: This project proposes use of the Sustainable Bonus Incentive Program for the following:

- *Increase the height of proposed building to 54'-10".*
- *Increase the number of stories of proposed building to 5 stories*
- *Increase the density of the project from 60 du/acre to 75 du/acre*

The project will provide a community benefit by means of workforce housing. In addition, it will incorporate sustainable design and development principles, including best practices, pervious concrete pavement, rainwater harvesting, native materials, etc.

4. Projects incorporating transfer development rights must be a mixed use urban planned development, planned development, mixed use planned development or residential planned development.

Response: The project is proposed as a mixed-use planned development with multi-family residential and work space.

5. Projects must have incorporated all of the density, height and intensity bonuses available under the sustainable bonus program prior to being eligible for the transfer development rights program.

Response: The project proposal does not require TDR allowances for the proposed building:

| Sustainable Bonus Incentive | Area (sf) | Unit Cost (per sf) | Value |
|------------------------------------|------------------|---------------------------|-----------------------------------------------------|
| Building | | | |
| Third Floor | 0 | \$5 | \$0, due to community benefit of affordable housing |
| Fourth Floor | 13,854 | \$5 | \$69,270 |
| Fifth Floor | 26,090 | \$10 | \$260,900 |
| Sustainable Value | | | \$330,170 |

| Transfer Development Rights | Area (sf) | Unit Cost (per 10) | Value |
|------------------------------------|------------------|---------------------------|--------------|
| Primary Building | 0 | \$10 | \$0 |

Total Incentives Value **\$330,170**

| Incentives provided | | |
|----------------------------|---------|------------------|
| 50% Cash to City | on-site | \$165,085 |
| Open Plaza | on-site | \$30,000 |
| Public Art - Sculpture | on-site | \$95,000 |
| Landscape Enhancement | | \$50,000 |
| TOTAL | | \$340,085 |

Total Incentives Provided **\$340,085**

LDR SECTION 23.2-33.C.2: Review/Decision

Review/decision: The development review official shall review the application along with the zoning approvals otherwise required of the development proposal under these LDRs. Development applications that require further review or approval by a decision-making board shall also include the development review official's recommendation regarding the award of bonus height or intensity (the "incentive award") under the program. Any decision on the incentive award shall be made by the planning and zoning board, the historic resources planning board, or the city commission as applicable. A decision on an incentive award may be appealed under the procedures applicable to the development application with which it is associated. No waiver or variance may be granted regarding the incentive award. The award of bonus height or intensity under this program shall be based on the following criteria:

- (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: With the proposed improvements, the balance will be achieved.

- (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 improvements include workforce housing, higher quality and additional open space, pervious concrete pavement and public art (sculpture).

- (c) Do the proposed off-site improvements meet the priorities of the city for community sustainability; and

Response: The proposed off-site parking will provide public parking, as well as loading/unloading.

- (d) Do the proposed features, improvements or fees in-lieu meet the intent of the Sustainable Bonus Incentive Program?

Response: The proposed features and improvements meet the intent of the Sustainable Bonus Incentive Program.

Based on the information provided and contained herein, we hereby request approval of the Major Site Plan, Planned Development District and Sustainable Bonus Incentive Program.

If you have any questions, please contact me at (954) 974-2200, EXT. 52120, or at patricia.ramudo@ibigroup.com.

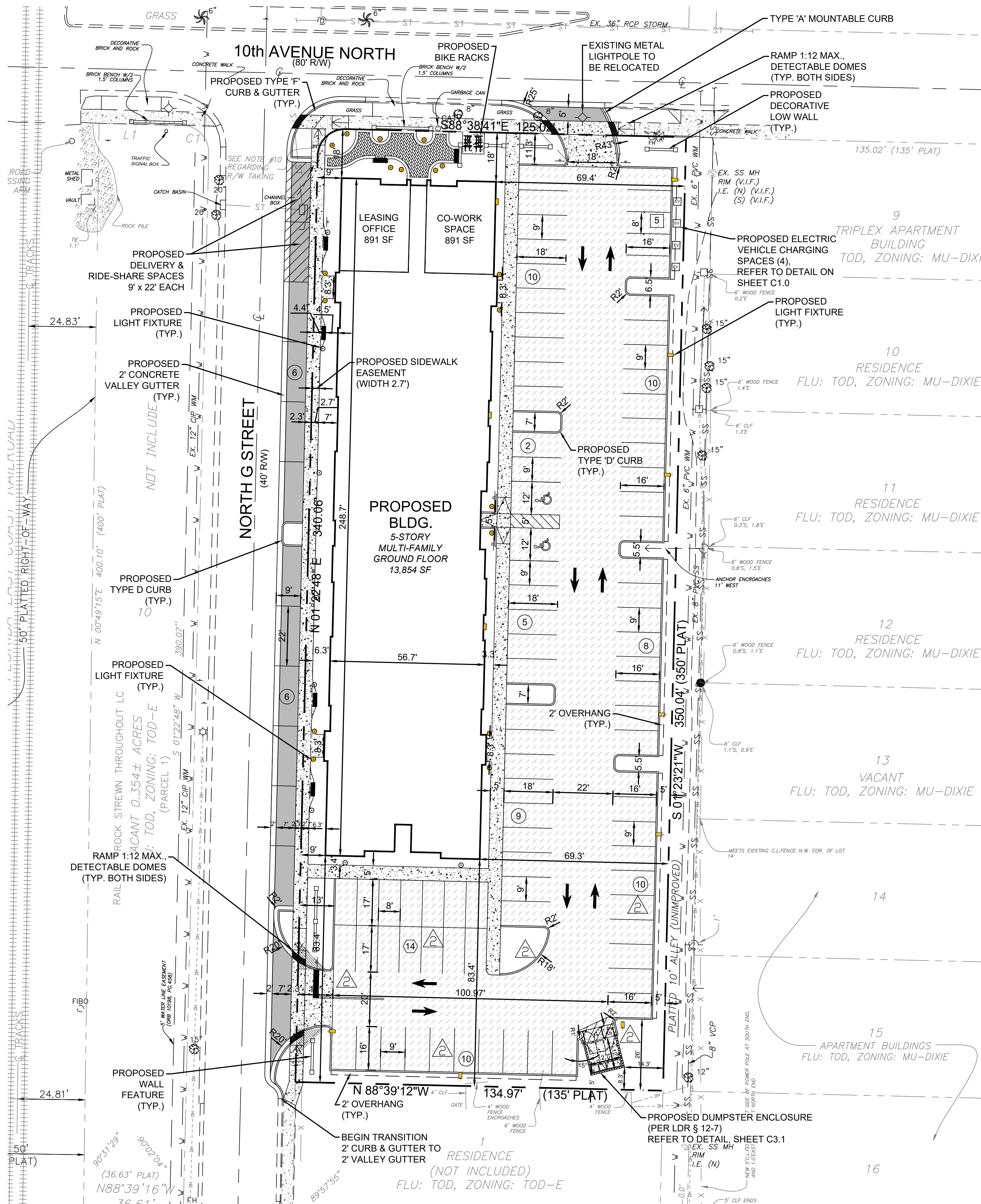
Sincerely,

IBI Group Professional Services (USA) Inc.



Patricia F. Ramudo, PE LEED AP
Manager of Engineering

J:\137767\Lake_Worth_S17.0_Production\7.03_Design\01_Gen_Sheets\137767-SP.dwg Modified: 8/15/2022 By: cpenne Plotted By: christopher pence



LAKE WORTH STATION - SITE DATA

| | | |
|-------------------------------------------------------------------------------|------------------------------------|-----------------------------------|
| EXISTING ZONING | TOD-E | Transit Oriented Development East |
| PROPOSED ZONING | TOD-E | Transit Oriented Development East |
| EXISTING FUTURE LAND USE | TOD | Transit Oriented Development |
| PROPOSED FUTURE LAND USE | TOD | Transit Oriented Development |
| PCN # | 38-43-44-21-15-274-0080 | |
| | 38-43-44-21-15-274-0070 | |
| | 38-43-44-21-15-274-0040 | |
| | 38-43-44-21-15-274-0030 | |
| | 38-43-44-21-15-274-0020 | |
| PROPOSED USE | Multi-family and Workforce Housing | |
| ANTICIPATED DATE OF COMPLETION | December 2024 | |
| LOT AREA (square feet) | REQUIRED | PROVIDED |
| LOT AREA (acres) | 13000 | 47233 |
| LOT WIDTH (feet) | 100 | 135 |
| BUILDING HEIGHT (feet) | 30 | 54'-10" |
| NUMBER OF STORIES | 2 | 5 |
| BUILDING SETBACKS | | |
| FRONT-North (10th Ave North) | 10' | 18' |
| REAR-South (Residence) | 15' | 83' |
| SIDE STREET-West (North G Street) | 10' | 9' (waiver) |
| SIDE STREET-East (Alley) | 10' | 69' |
| RESIDENTIAL DENSITY (du/acre) | 60 | 81 |
| Basis of increase: 25% increase for Planned Development, per FLU, Policy | | |
| 1 Bedroom/1 Bathroom | | 63 |
| 2 Bedroom/2 Bathroom | | 18 |
| Workforce Housing (1 Bedroom/1 Bathroom) | | 39 |
| BUILDING AREA (SF) | 23617 | 13854 |
| | 50.00% | 29.33% |
| FLOOR AREA RATIO (FAR) | 1.5 | 1.43 |
| BUILDING COVERAGE | 50% | 29% |
| GROUND FLOOR | | 13854 |
| BUILDING FLOOR AREA (sf) | | |
| GROUND FLOOR | | 13854 |
| 2ND FLOOR | | 13854 |
| 3RD FLOOR | | 13854 |
| 4TH FLOOR | | 13854 |
| 5TH FLOOR | | 12236 |
| TOTAL BUILDING COVERAGE AREA | | 67652 |
| TOTAL BUILDING FAR | 1.5 | 1.43% |
| LIVING AREA | | |
| 1 Bedroom Units - Center Units | 600 SF | 584 (waiver) |
| 1 Bedroom Units - Perimeter Units | 600 SF | 584 (waiver) |
| 2 Bedroom Units | 750 SF | 891 |
| IMPERMEABLE SURFACE (IMPERVIOUS) | 65% | 62% |
| BUILDING (Ground Floor) | 13854 | 29.33% |
| DUMPSTERS ENCLOSURE AND PAD | 245 | 0.52% |
| SIDEWALKS AND RAMPS | 3361 | 7.12% |
| BIKE RACKS (concrete) | 64 | 0.14% |
| DECORATIVE LOW WALLS | 79 | 0.17% |
| CONCRETE CURBS | 434 | 0.92% |
| PARKING CONCRETE DRIVEWAY | 587 | 1.24% |
| PARKING PERVIOUS CONCRETE/ASPHALT PAVEMENT (50% pervious) | 10701 | 22.66% |
| PERMEABLE SURFACE (PERVIOUS) | 35% | 37.89% |
| LANDSCAPE + OPEN SPACE | 7194 | 15.23% |
| PARKING PERVIOUS CONCRETE/ASPHALT PAVEMENT (50% pervious) | 10701 | 22.66% |
| PARKING REQUIREMENTS | | |
| MB-1BR = 43 UNITS @ 1.5 PER UNIT | 95 | See below. |
| MF-2BR = 18 UNITS @ 1.75 PER UNIT | 32 | See below. |
| ADMINISTRATIVE/LEASING Office = 891 SF @ 1 PER OFFICE. | 1 | See below. |
| CO-WORK RENTAL OFFICE = 891 SF @ 1 PER 400 SF | 2 | See below. |
| GROSS PARKING REQUIRED | 129 | See below. |
| REQUIRED PARKING (with 25% Mixed-Use Shared Parking Credit) | 97 | 98 |
| Off-street (on-site) Regular Parking Spaces | | 64 |
| Off-street (on-site) Compact Parking Spaces @ 25% of Required Parking | | 19 |
| Off-street (on-site) Handicap Parking Spaces | | 2 |
| Side-street Parallel Parking Spaces (including 2 delivery & rideshare spaces) | | 12 |
| Bonus Parking = Bike Racks = 1 set of 4 = 1 @ 1 space per 4 | | 1 |
| Electric Charging Spaces (4%) | 4 | 4 |

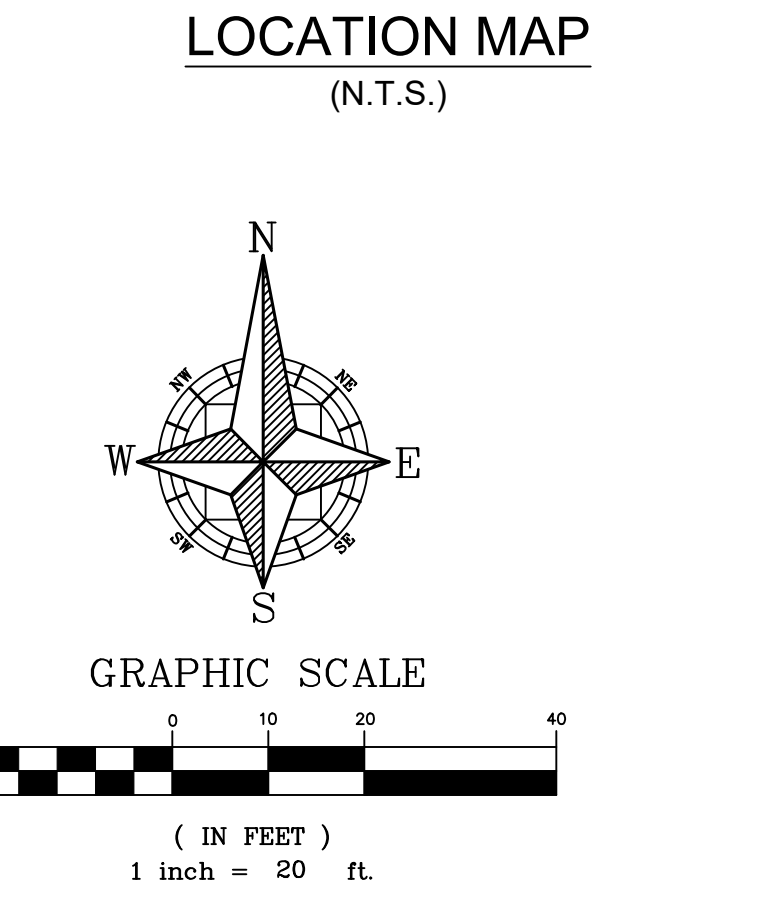
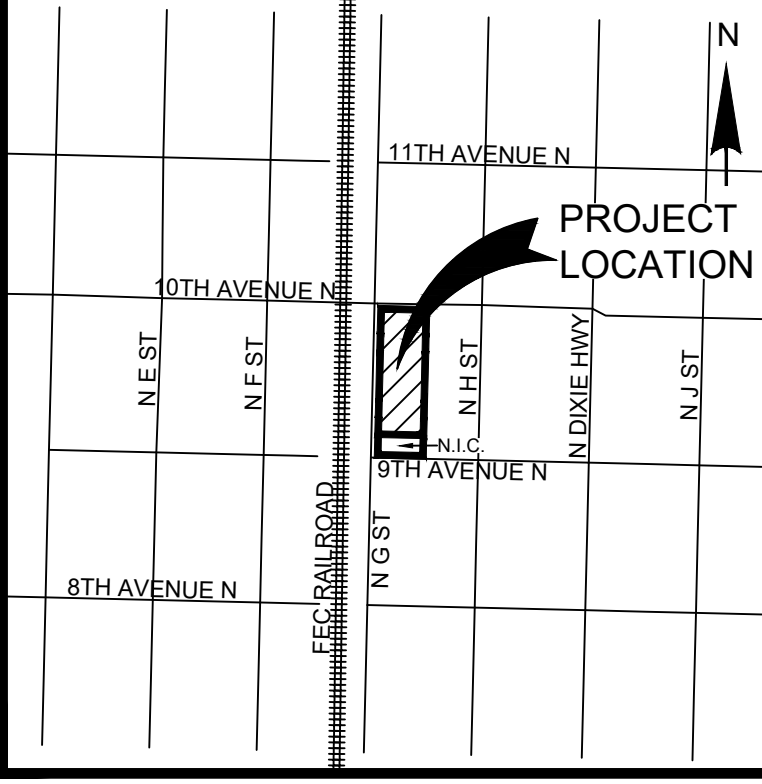
PROJECT NARRATIVE:
 The project is located at 930 N G Street, Lake Worth Beach, FL / Parcel # 38-43-44-21-15-274-0080. The proposed mixed-use project includes the construction of a residential building, surface parking and site amenities. Additionally the site will include water & sewer, stormwater facilities, and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year - 1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the infiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system. The summary table below provides the final pre- vs post elevations and discharge rates for all the aforementioned stormevents.

- REQUESTED WAIVERS:**
- West setback. Reduce setback from 10' to 9', to accommodate street parking and sidewalk.
 - Reduce living area for 1 bedroom units, from 600 sf to 584 sf, a 2.7% reduction, based on Comprehensive Plan Housing & Neighborhoods Element and Ordinance 2022-12.

| Storm Event | Pre | Post | Comment |
|------------------|-------|---------------|--------------------------|
| 3 Year - 1 Hour | 13.26 | 9.09 ft NAVD | fully retained on-site |
| 5 Year - 1 day | 14.37 | 14.04 ft NAVD | Min Inlet EI = 15.00 |
| 25 Year - 3 day | 14.86 | 14.37 ft NAVD | Min Perimeter EI = 14.50 |
| 100 year - 3 day | 15.16 | 15.95 ft NAVD | Min FFE 16.50 |

REFER TO CASCADE ROUTINGS

48 HOURS BEFORE DIGGING
 CALL
 TOLL FREE
 811 or 1-800-432-4770
 SUNSHINE STATE ONE CALL CENTER



LEGEND

- ASPHALT AREA
- PERVIOUS PAVEMENT PARKING AREA
- CONCRETE
- PERVIOUS PAVERS
- COMPACT PARKING SPACES
- STANDARD PARKING SPACES
- COMPACT (TANDEM) SPACES
- ELECTRIC VEHICLE CHARGING SPACE
- LIGHTING FIXTURES

NOTE:
 PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ALLEYWAY IMPROVEMENTS CONSISTING OF 4" ASPHALT MILLINGS, GRADED AND COMPACTED, SHALL BE CONSTRUCTED FROM 9TH AVENUE NORTH TO 10TH AVENUE NORTH.

DISCLAIMER
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IBI GROUP (FLORIDA) INC
 1100 Park Central Boulevard South - Suite 3500
 Pompano Beach FL 33064 USA
 tel 954-974-2200 fax 954-973-2686
 ibigroup.com

LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA

SITE PLAN

PATRICIA RAMUDO, PE
 Digitally signed by PATRICIA RAMUDO, PE
 Date: 2022.08.17 15:41:59
 35798 6400

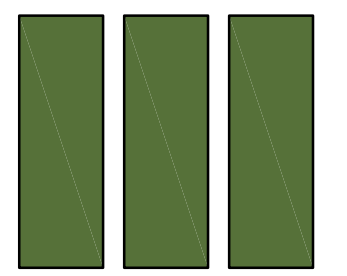
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SCALE: 1" = 20'
DESIGNED: CMP
PROJECT: 137767
CHECKED: PFR
SHEET: SP1.0
DATE: 04/06/2022

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LAKE WORTH STATION 3D VIEW

**LAKE WORTH STATION
 CITY OF LAKE WORTH BEACH, FL.**



**THE MARTIN ARCHITECTURAL GROUP, P.C.
 Coconut Creek, Florida
 ENTITLEMENT PACKAGE
 APRIL, 06 2022 REV. 6-15-22**

THE MARTIN ARCHITECTURAL GROUP, P.C.
 ARCHITECTS AND LAND PLANNERS
 A PROFESSIONAL CORPORATION
 6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
 P (954) 428-1618 F (954) 428-4416

P.A.: James M. Rivello
 P.M.: A. Garcia
 DRAWN BY: AG, LP
 PROJECT NO.: 1943-02

| NO. | REVISION | DATE |
|-----|------------------------|----------|
| 1 | REVISED AS PER SPRT #1 | 06/15/22 |
| | | |
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ENTITLEMENT PACKAGE

COVER
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 04/01/2022

COVER
A-000
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| OWNER: | ARCHITECT: | STRUCTURAL ENGINEER: | MECHANICAL ENGINEER: | CIVIL ENGINEER: | LANDSCAPE ARCHITECT: |
|-----------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| OAG INVESTMENT 5 LLC 1430 S Dixie Hwy, Suite 110 Coral Gables, FL 33146 Ph. (786)-223.1568 | THE MARTIN ARCHITECTURAL GROUP, P.C. 6810 Lyons Technology Circle, Suite 185 Coconut Creek, FL 33073 Ph. (954) 428-1618 Ph. (215) 665-1080 (PA Office) | JOHNSON STRUCTURAL GROUP, INC. 3500 N.W. Boca Raton Blvd. Suite 618 Boca Raton, FL 33431 Ph: 561-982-8999 Fax: 561-982-8899 | FORMICA & ASSOCIATES, Inc 980 N Federal Highway, # 110 Boca Raton, FL, 33432 Ph. 561.368.3611 Ext. 104 | IBI GROUP 1100 Park Central Boulevard South - Suite 350 Pompano Beach, FL 33064-2214 Ph. 954 974 2200 ext 52120 | ANDRES MONTERO LANDSCAPE ARCHITECT 2208 NE 26th Street. Unit 1, Fort Lauderdale, Florida 33305 Ph. (954) 591.5606 |



1 AERIAL PHOTO
(XREF) AERIAL PHOTO 1 SCALE: NTS



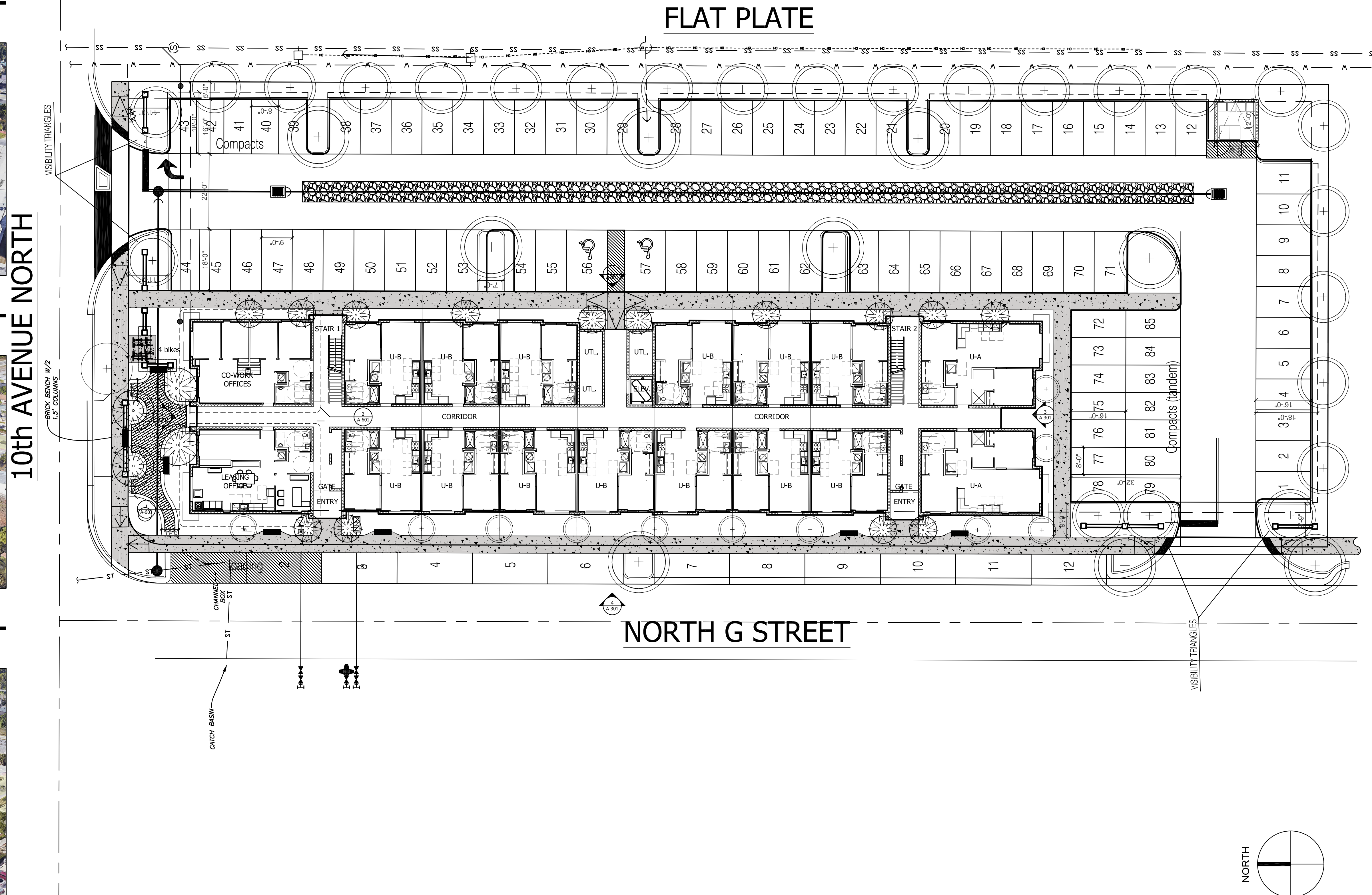
2 AERIAL PHOTO
(XREF) AERIAL PHOTO 2 SCALE: NTS



3 AERIAL PHOTO
(XREF) AERIAL PHOTO 3 SCALE: NTS



4 AERIAL PHOTO
(XREF) AERIAL PHOTO 4 SCALE: NTS



5 MASTER PLAN / GROUND FLOOR
(XREF) LWS - SITE PLAN SCALE: NTS

NOTE:
THIS DRAWING IS FOR GENERAL BUILDING ORIENTATION ONLY. SEE CIVIL DRAWINGS FOR ANY AND ALL SITE WORK. THIS INCLUDES BUT IS NOT LIMITED TO ROAD AND WALKWAYS, DIMENSIONS, DISTANCES BETWEEN BUILDINGS, SANITARY, WATER, GAS AND ELECTRICAL.

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| | | |
|--------------|-----------------------|----------|
| P.A.: | James M. Rivello | |
| P.M.: | A. Garcia | |
| DRAWN BY: | AG, LP | |
| PROJECT NO.: | 1943-02 | |
| NO. | REVISION | DATE |
| 1 | REVISED AS PER SPT #1 | 06/15/22 |

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MASTER PLAN - GR FLOOR
LAKE WORTH STATION
LAKE WORTH, FLORIDA
OAG INVESTMENT 5 LLC

SCALE: AS NOTED
DATE: 04/01/2022

MASTER PLAN - GR FLOOR

A-100
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P.A.: James M. Rivello
 P.M.: A. Garcia
 DRAWN BY: AG, LP
 PROJECT NO.: 1943-02

| NO. | REVISION | DATE |
|-----|------------------------|----------|
| 1 | REVISED AS PER SPRT #1 | 06/15/22 |

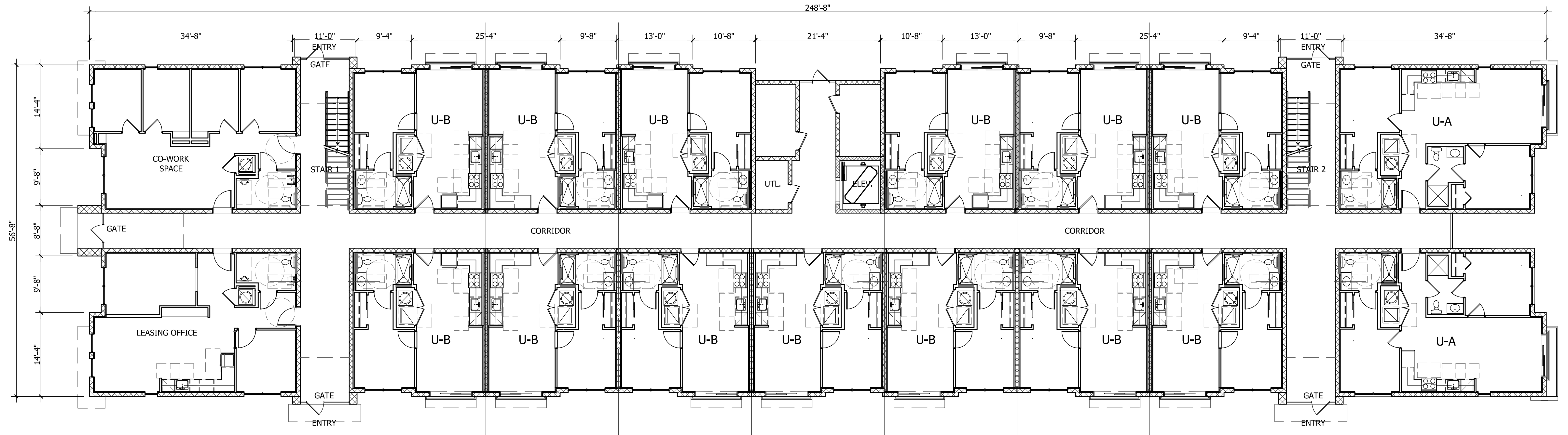
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FLOOR PLANS
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

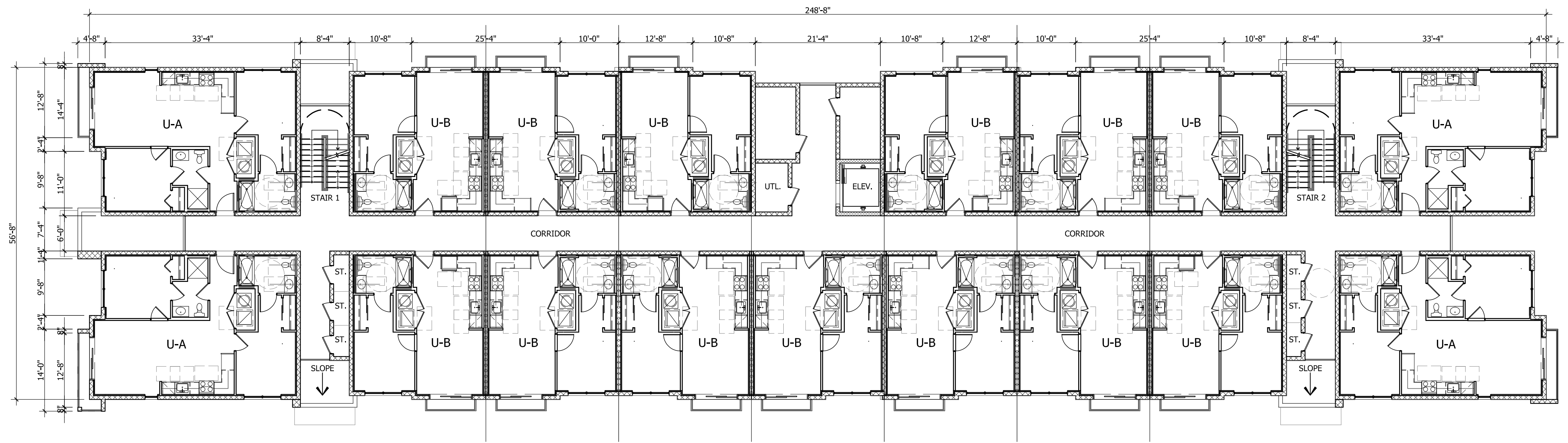
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FLOOR PLANS

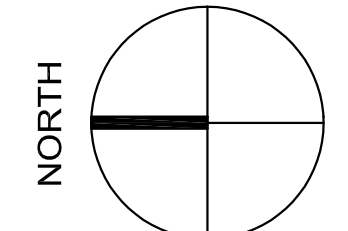
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1 FLOOR PLAN - GROUND LEVEL
 LWS GROUND FLOOR SCALE: 3/32"=1'-0"



2 TYPICAL FLOOR PLAN - 2ND TO FOURTH LEVEL
 LWS SECOND TO FOURTH FLOOR SCALE: 3/32"=1'-0"



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P.A.: James M. Rmello
 P.M.: A. Garcia
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 PROJECT NO.: 1943-02

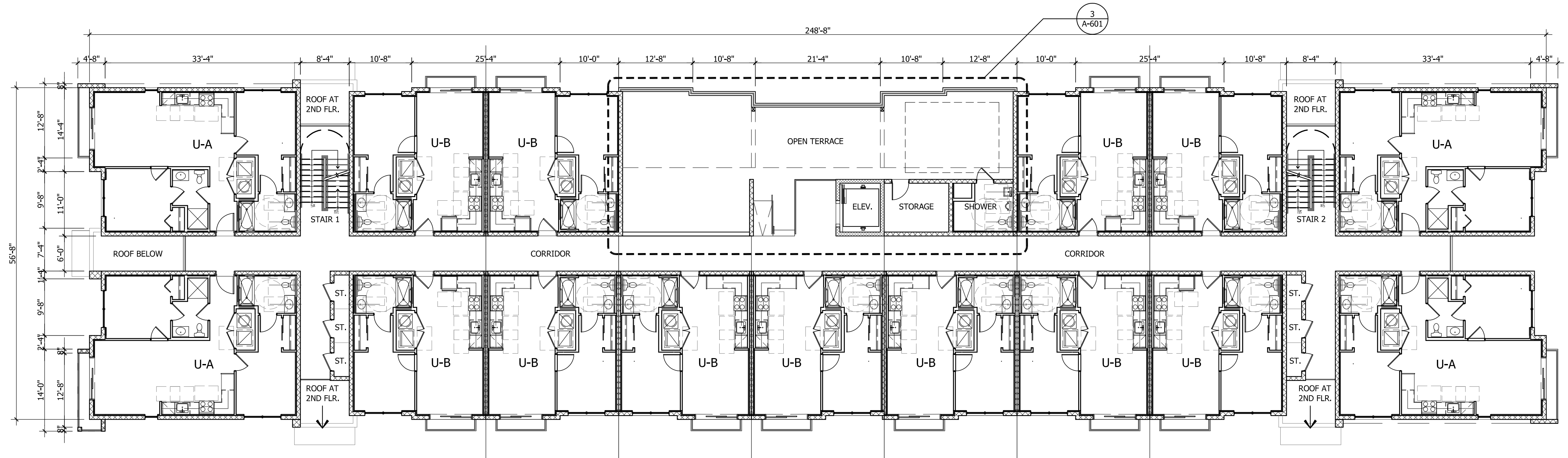
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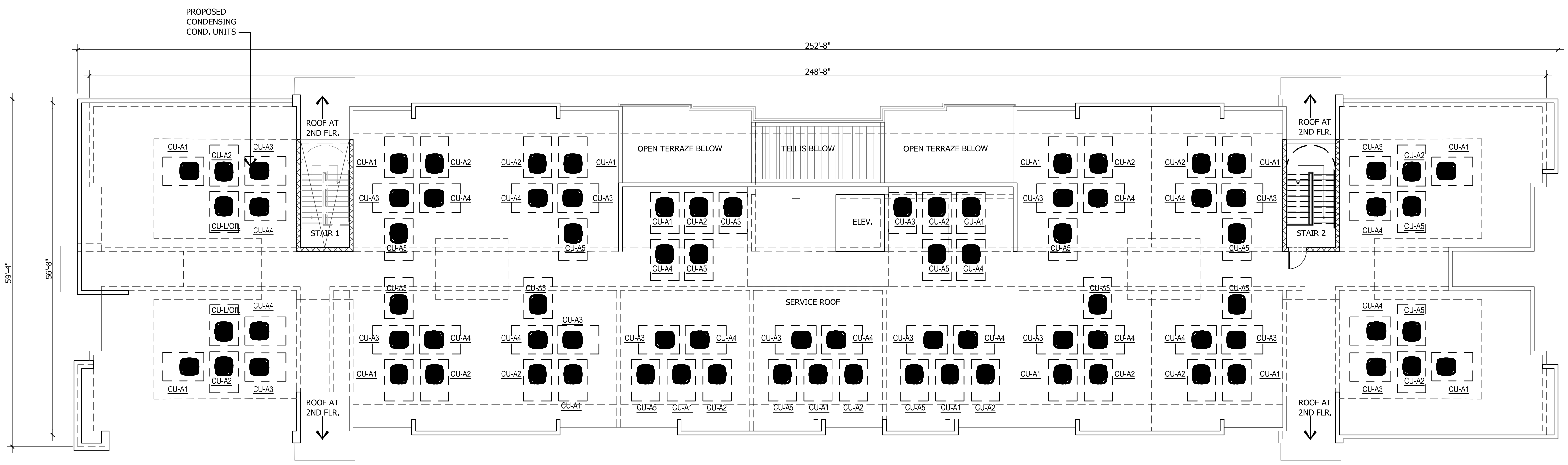
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LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 04/01/2022

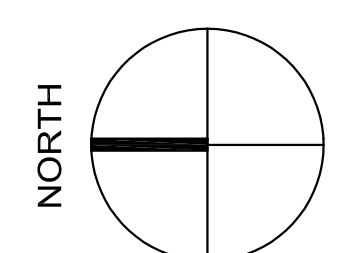
FLOOR PLANS
A-202
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1 FLOOR PLAN - FIFTH LEVEL
 LWS FIFTH FLOOR SCALE: 3/32"=1'-0"



2 FLOOR PLAN - SERVICE ROOF PLAN
 LWS ROOF PLAN SCALE: 3/32"=1'-0"



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THE MARTIN ARCHITECTURAL GROUP, P.C.
 ARCHITECTS AND LAND PLANNERS
 A PROFESSIONAL CORPORATION
 6810 Lyons Technology Circle, Suite 185, Coconut Creek FL 33073
 P (954) 428-1618 F (954) 428-4416

P.A.: James M. Riviello
 P.M.: A. Garcia
 DRAWN BY: AG, LP
 PROJECT NO.: 1943-02

| NO. | REVISION | DATE |
|-----|-----------------------|----------|
| 1 | REVISED AS PER SPT #1 | 06/15/22 |

ENTITLEMENT PACKAGE

ELEVATIONS
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 04/06/2022

ELEVATIONS
A-301
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1 NORTH ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"



2 EAST ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"



3 SOUTH ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"



4 WEST ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"

| PROPOSED COLOR SCHEME | |
|-----------------------|----------------------------|
| SW | PURE WHITE INT. & EXT. |
| SW | CRESTER WHITE (7637) EXT. |
| SW | PEWTER TANKARD (0023) EXT. |
| SW | ARABIC SEA (6790) EXT. |

| NO. | REVISION | DATE |
|-----|------------------------|----------|
| 1 | REVISED AS PER SPT # 1 | 06/15/22 |

ENTITLEMENT PACKAGE

ELEVATIONS
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 04/01/2022

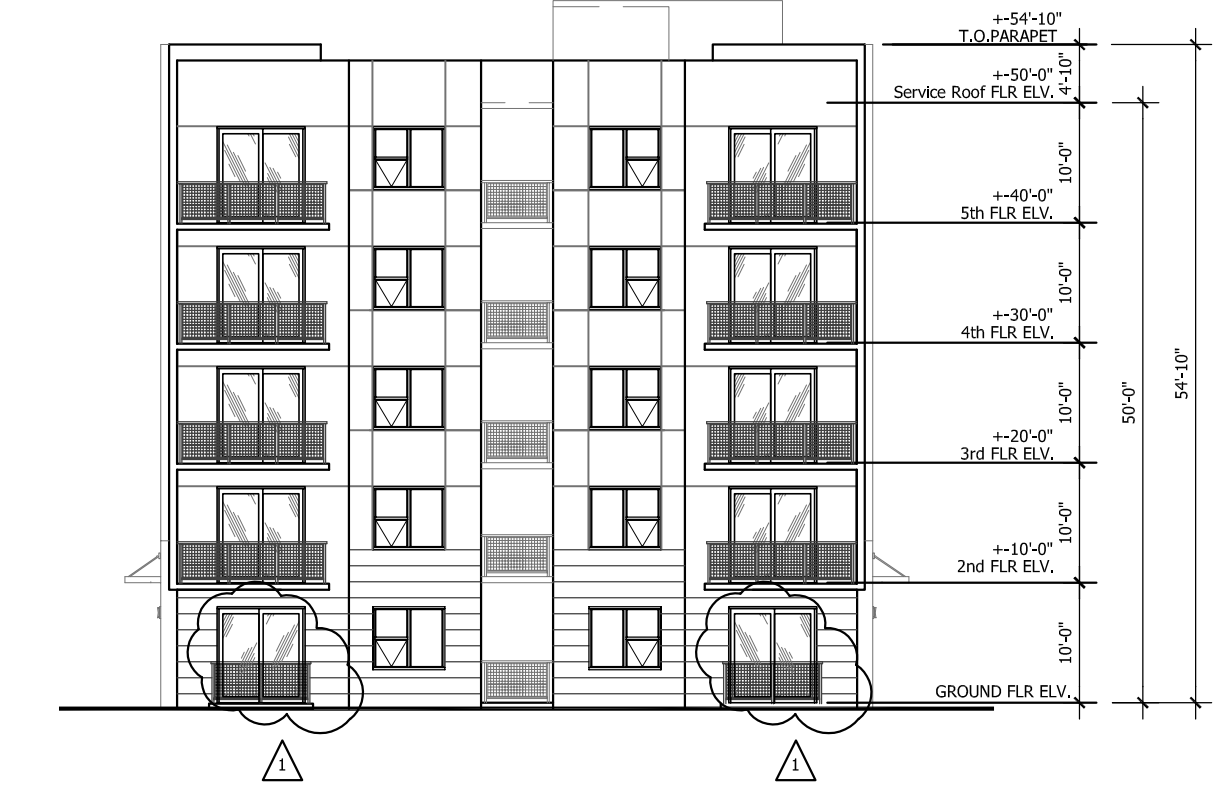
ELEVATIONS



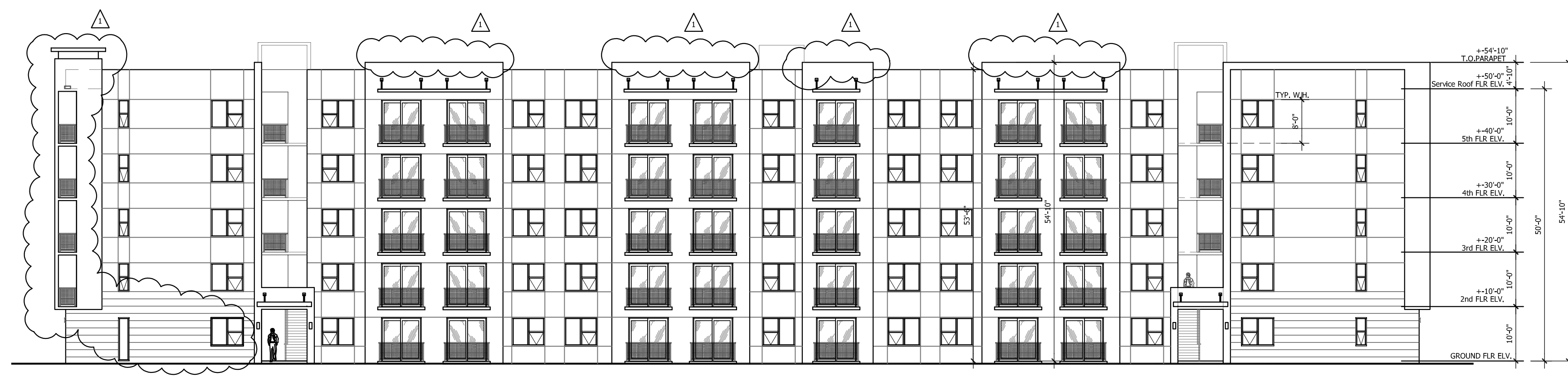
1 NORTH ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"



2 EAST ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"

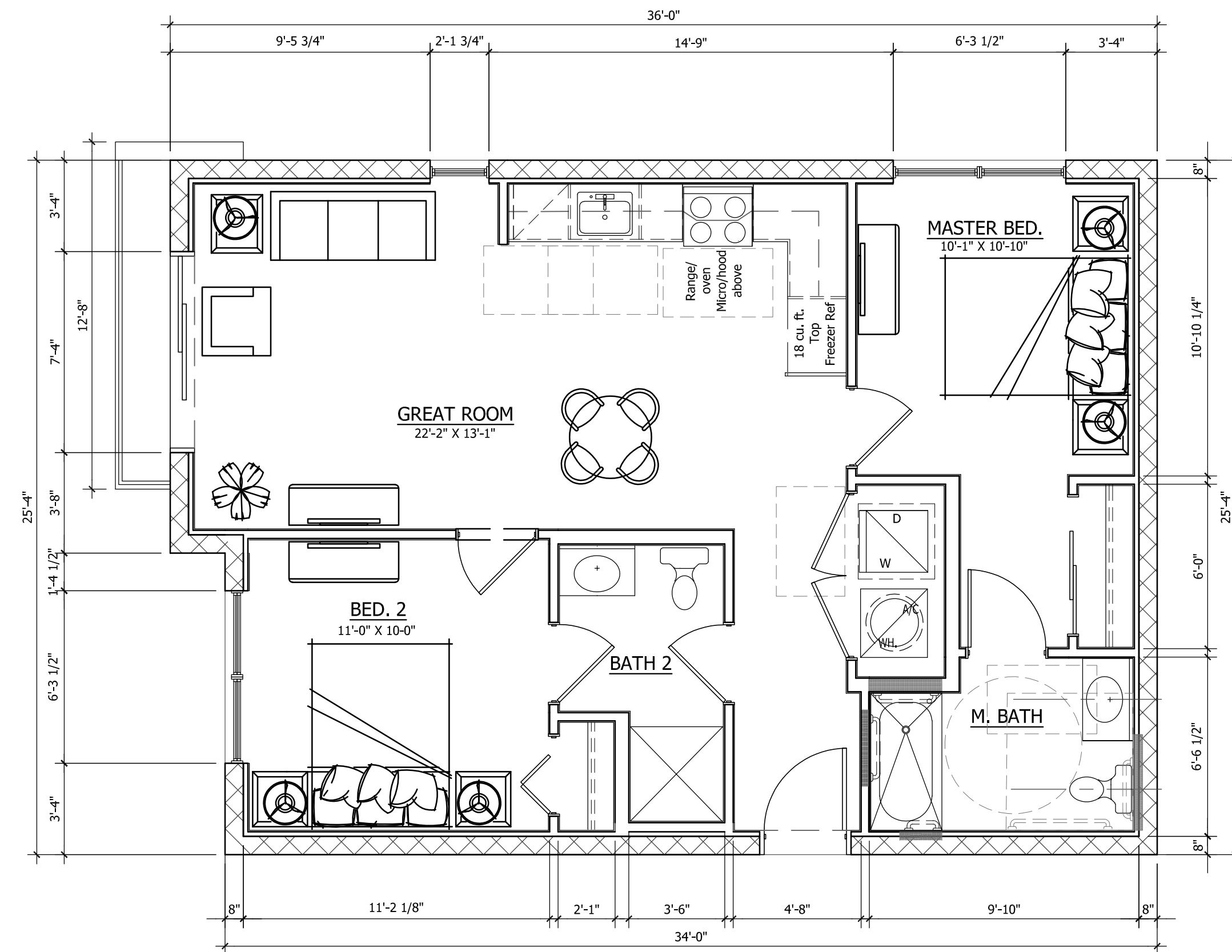


3 SOUTH ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"

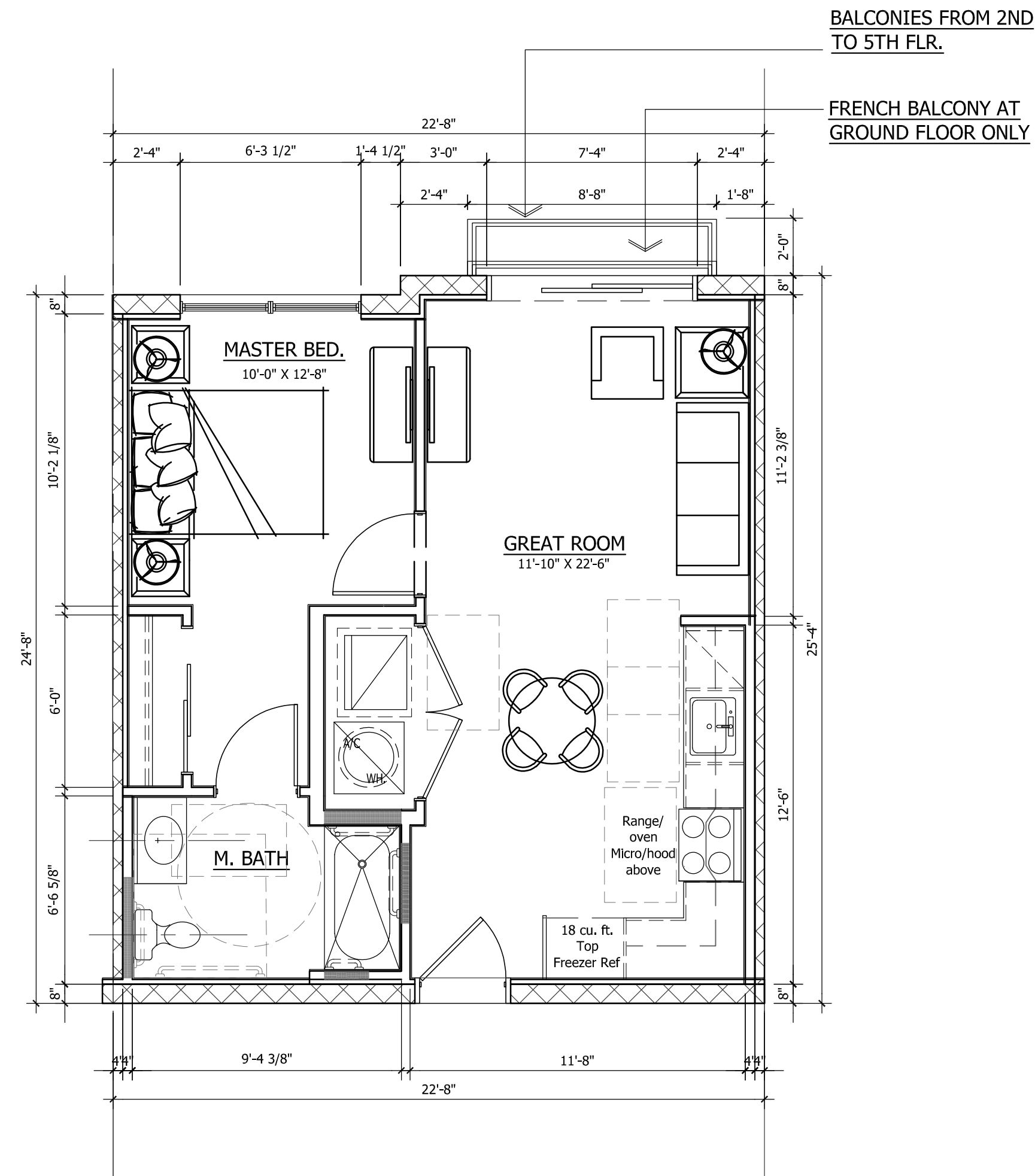


4 WEST ELEVATION
 LWS ELEVATIONS SCALE: 3/32"=1'-0"

| PROPOSED COLOR SCHEME | |
|-----------------------|----------------------------|
| SW | PURE WHITE INT. & EXT. |
| SW | CUSTOMER WHITE (7637) EXT. |
| SW | PEWTER TANKARD (0023) EXT. |
| SW | ADRIATIC SEA (6790) EXT. |



1 UNIT PLAN - UNIT A 2BED/2BATH 821 SQ FT
 U-A end-corner SCALE: 1/4"=1'-0"



2 UNIT PLAN - UNIT B 1BED/1BATH 568 SQ FT
 U-B center SCALE: 1/4"=1'-0"

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 PROJECT NO.: 1943-02

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ENTITLEMENT PACKAGE

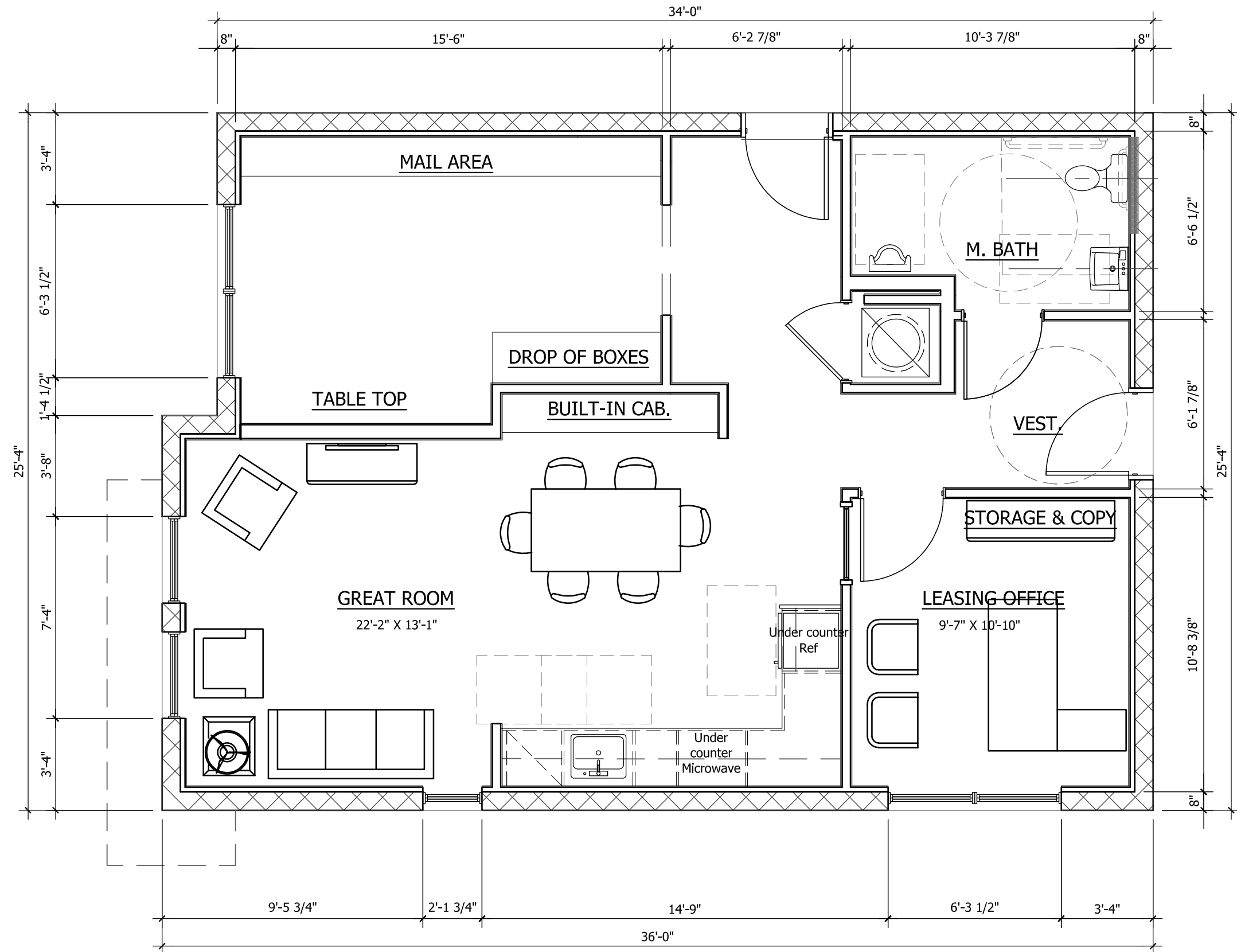
UNIT PLANS
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 04/01/2022

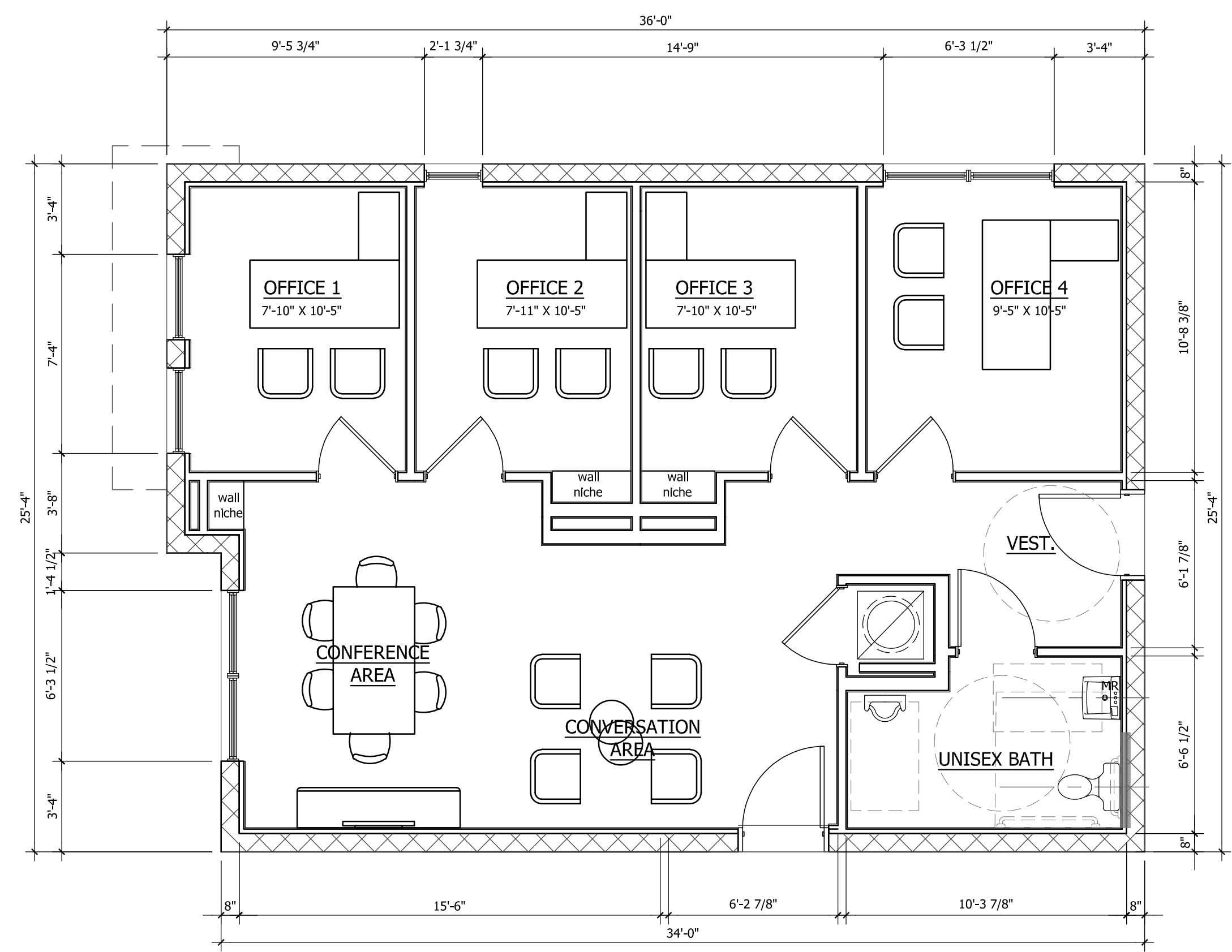
UNIT PLANS

A-401

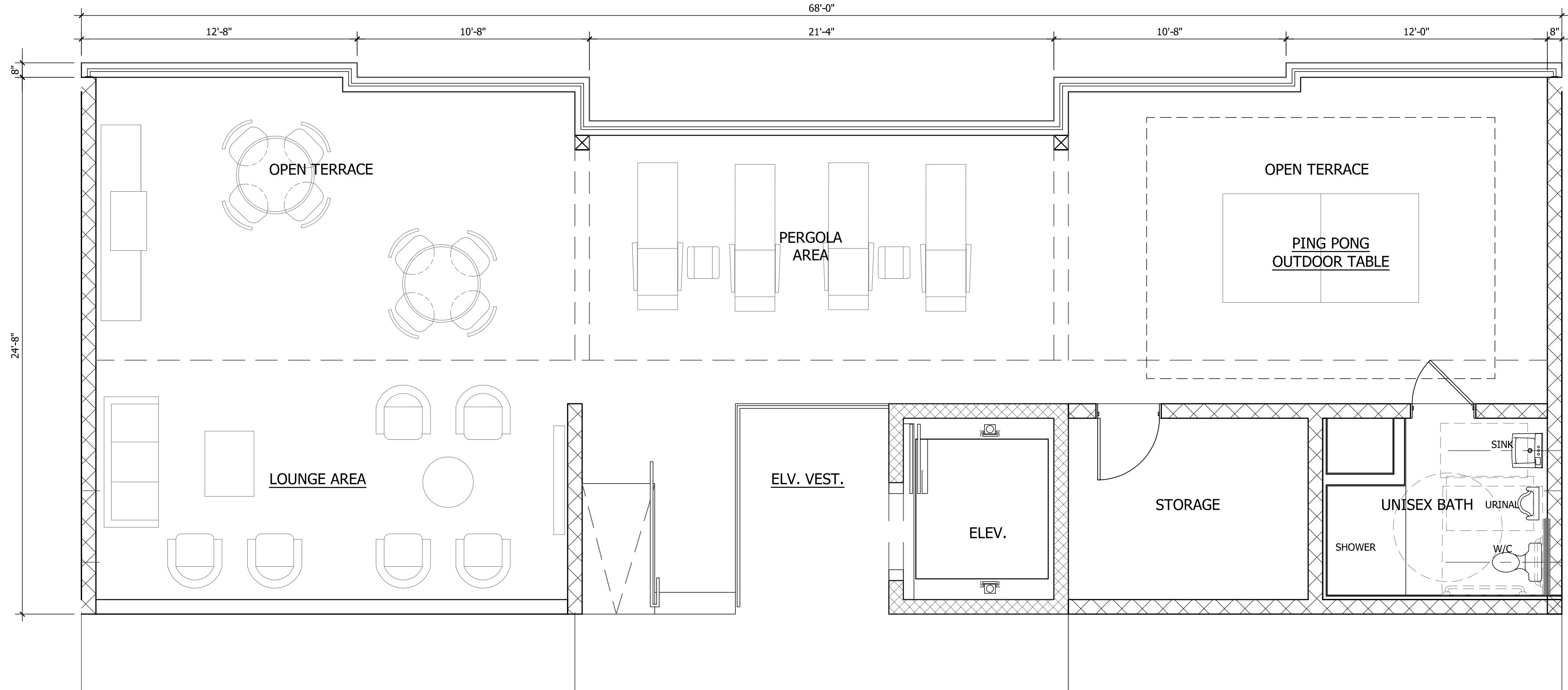
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1 LEASING OFFICE
 Amenity-1 SCALE: 3/8"=1'-0"



2 CO-WORK SPACE
 Amenity-2 SCALE: 3/8"=1'-0"



3 OPEN TERRACE
 LWS FIFTH FLOOR SCALE: 3/8"=1'-0"

B
 A

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P.A.: James M. Rivello
 P.M.: A. Garcia
 DRAWN BY: AG, LP
 PROJECT NO.: 1943-02

| NO. | REVISION | DATE |
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ENTITLEMENT PACKAGE

ENLARGEMENT
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

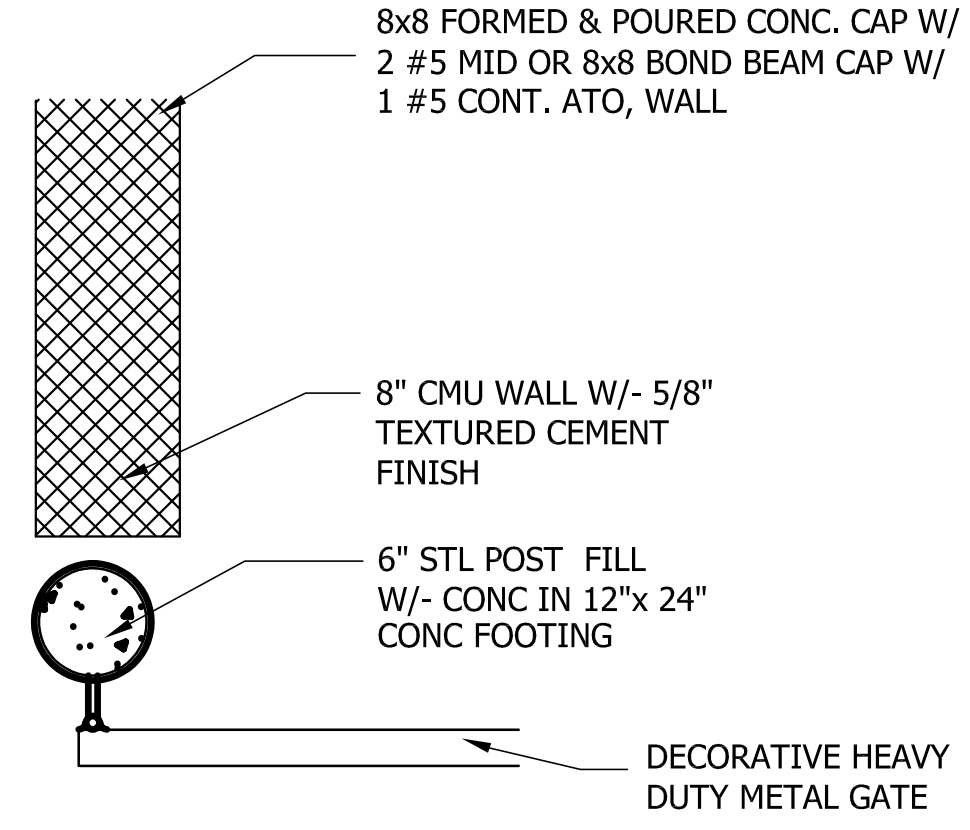
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ENLARGEMENT

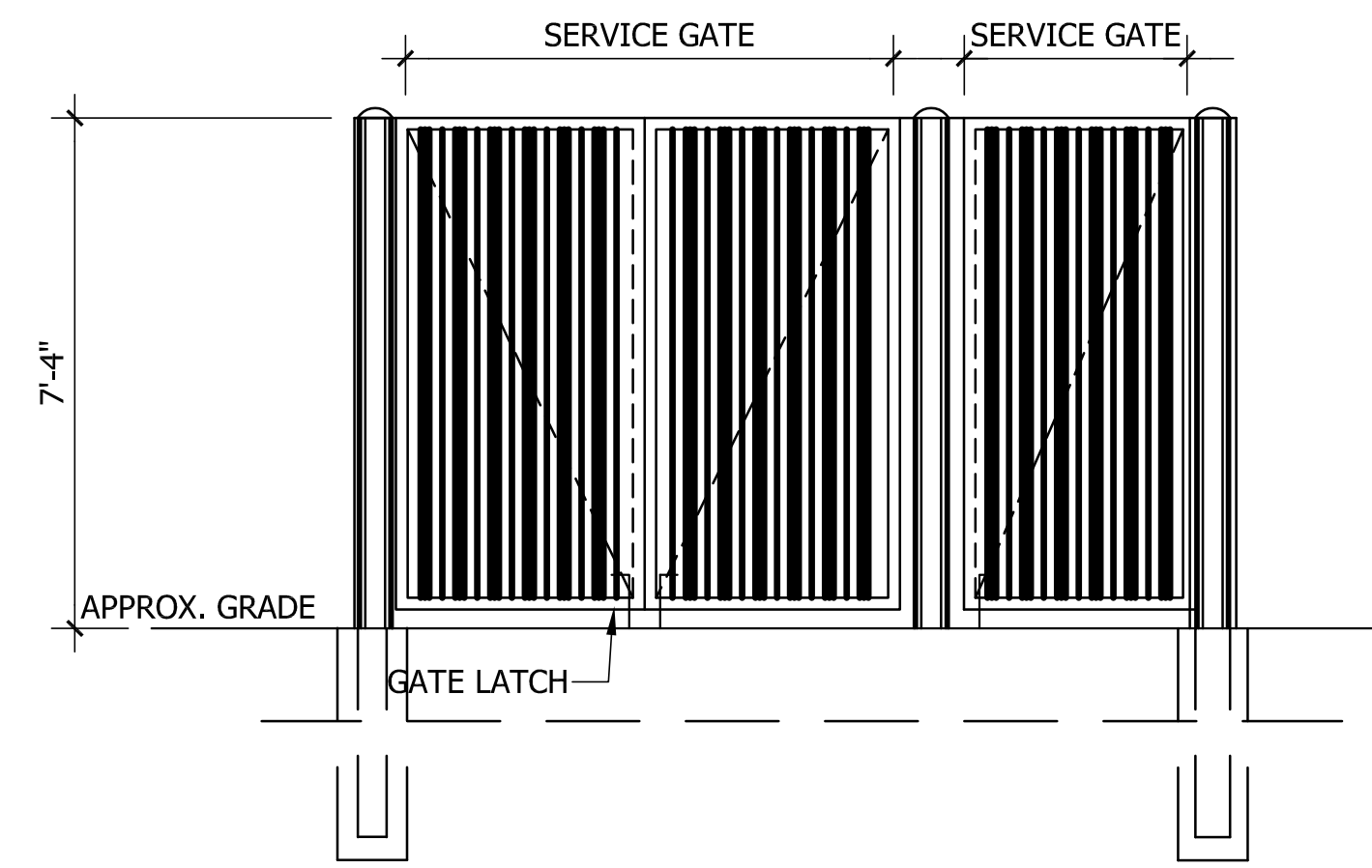
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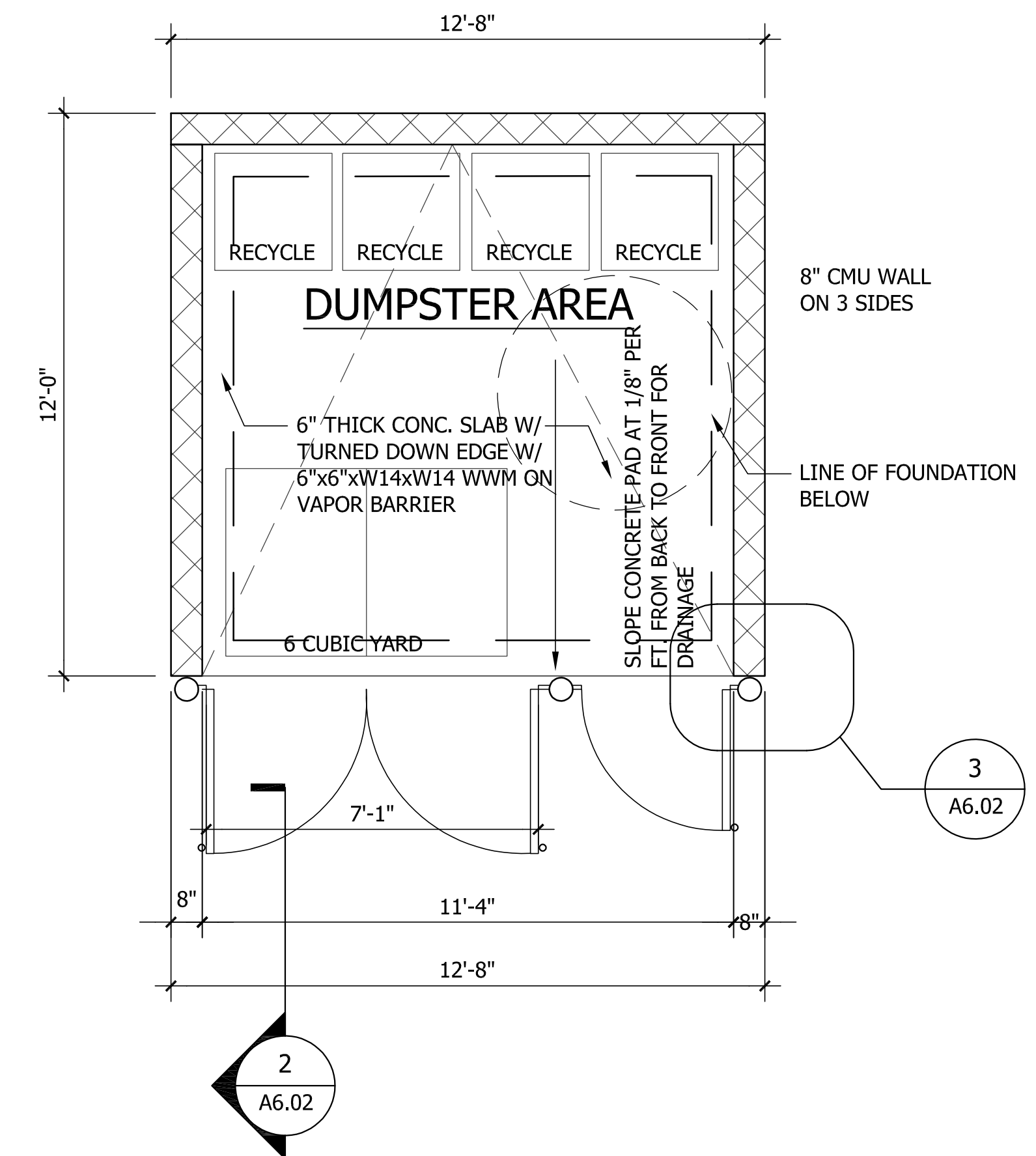
 A



3 DUMPSTER DOOR DETAIL
 SCALE: NOT TO SCALE



2 DUMPSTER ELEVATION
 SCALE: 3/8"=1'-0"



2 DUMPSTER FLOOR PLAN
 SCALE: 3/8"=1'-0"

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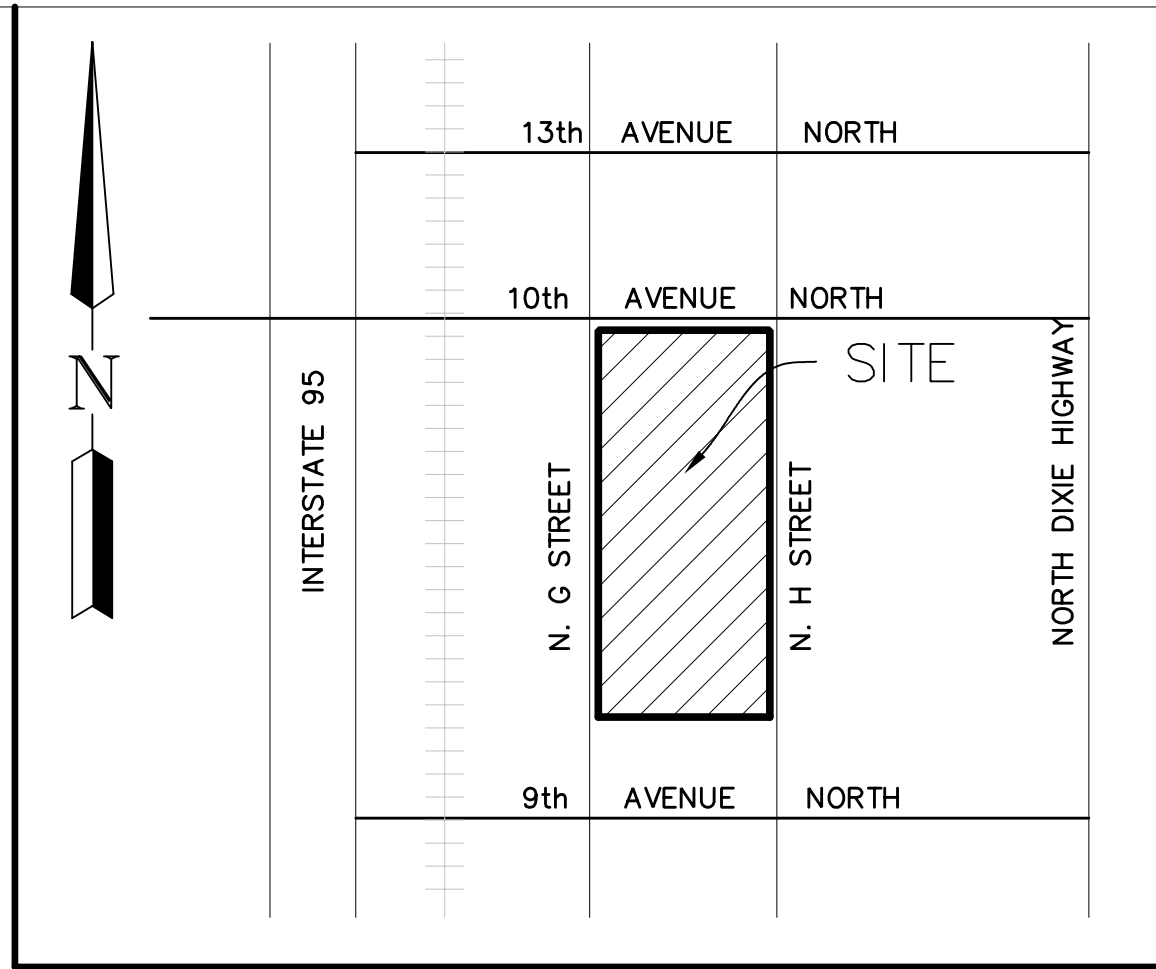
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ENTITLEMENT PACKAGE

ENLARGEMENT
LAKE WORTH STATION
 LAKE WORTH, FLORIDA
 OAG INVESTMENT 5 LLC

SCALE: AS NOTED
 DATE: 04/01/2022

ENLARGEMENT
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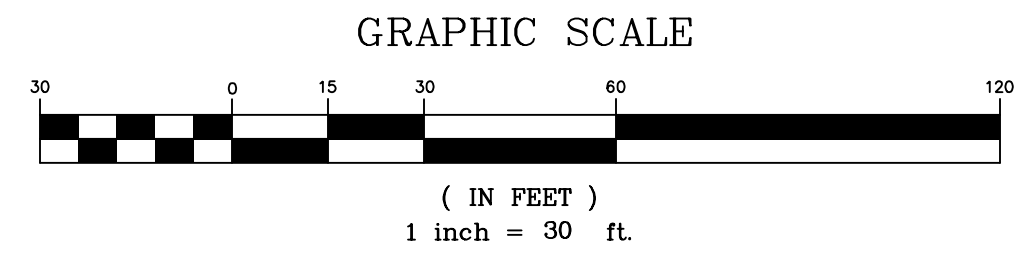


CURVE TABLE

| CURVE | RADIUS | ARC LENGTH | DELTA |
|-------|--------|------------|-----------|
| C1 | 10.00' | 15.71 | 90°01'30" |
| C2 | 10.00' | 15.70 | 89°58'30" |

LINE TABLE

| LINE | BEARING | DISTANCE |
|------|-------------|----------|
| L1 | S88°38'41"E | 30.51' |



LEGEND

| | | | |
|-------|--------------------------|-------|-----------------------|
| CATV | CABLE TV MARKER | BLDG. | BUILDING |
| CP | CONCRETE LIGHT POLE | CB | CATCH BASIN |
| CPW | CONCRETE POWER POLE | CLF | CHAIN LINK FENCE |
| 13.61 | ELEVATION | Δ | ARC DELTA |
| FIBER | FIBER OPTIC CABLE MARKER | IP | IRON PIPE |
| FR | FIRE HYDRANT | IR | IRON ROD |
| GA | GUY WIRE ANCHOR | IRC | IRON ROD AND CAP |
| GLP | METAL LIGHT POLE | L | ARC LENGTH |
| SM | SANITARY MANHOLE | LB | LICENSED BUSINESS |
| SIGN | SIGN | M. | MEASURED |
| SDMH | STORM DRAINAGE MANHOLE | ORB | OFFICIAL RECORDS BOOK |
| WV | WATER VALVE | PB | PLAT BOOK |
| WU | WOOD UTILITY POLE | PG. | PAGE |
| | | PK | PARKER KALON |
| | | R | ARC RADIUS |
| | | REC. | RECOVERED |
| | | VCP | VITRIFIED CLAY PIPE |

ABBREVIATIONS

| | |
|-------|-----------------------|
| BLDG. | BUILDING |
| CB | CATCH BASIN |
| CLF | CHAIN LINK FENCE |
| Δ | ARC DELTA |
| IP | IRON PIPE |
| IR | IRON ROD |
| IRC | IRON ROD AND CAP |
| L | ARC LENGTH |
| LB | LICENSED BUSINESS |
| M. | MEASURED |
| ORB | OFFICIAL RECORDS BOOK |
| PB | PLAT BOOK |
| PG. | PAGE |
| PK | PARKER KALON |
| R | ARC RADIUS |
| REC. | RECOVERED |
| VCP | VITRIFIED CLAY PIPE |

TREE LEGEND (W/TRUNK DIAMETER)

| | |
|-----|--------------|
| 12" | CABBAGE PALM |
| 12" | MANGO TREE |
| 12" | OAK TREE |
| 2" | PALM TREE |
| 12" | PINE TREE |
| 12" | UNKNOWN TREE |

LINESTYLES

| | |
|-----|---------------------|
| --- | CHAIN LINK FENCE |
| --- | WOOD FENCE |
| --- | OVERHEAD WIRES |
| --- | SANITARY SEWER MAIN |
| --- | WATER MAIN |

TREE LEGEND (W/TRUNK DIAMETER)

LAND SURVEYOR'S NOTES

- GPS (GLOBAL POSITIONING SYSTEM) OBSERVATIONS WERE BASED UPON AN OPUS SOLUTION AND WERE USED TO ESTABLISH HORIZONTAL CONTROL IN THE NORTH AMERICAN DATUM (NAD83), 2011 ADJUSTMENT, (EPOCH 2011) FLORIDA EAST ZONE: THE CENTERLINE OF NORTH G STREET BEARS SOUTH 01°22'48" WEST AND ALL OTHER BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
- ELEVATIONS SHOWN HEREON ARE EXPRESSED IN THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON THE FOLLOWING NGS CONTROL STATIONS VIA GPS SOLUTIONS:
K402 EL=15.70 (NAVD88)
P317 EL=17.13 (NAVD88)
C315 EL=4.22 (NAVD88)
N233 EL=15.02 (NAVD88)
- THIS SURVEY IS LIMITED TO THE LOCATION OF SURFACE IMPROVEMENTS AND VISIBLE UTILITIES ONLY. INVISIBLE UNDERGROUND UTILITIES, FOUNDATIONS, AND ENCROACHMENTS WERE NOT LOCATED OR SHOWN HEREON.
- THE SYMBOLS SHOWN HEREON MAY HAVE BEEN ENLARGED FOR CLARITY. THE SYMBOLS HAVE BEEN PLOTTED AT THE CENTER OF THE FIELD LOCATION AND MAY NOT REPRESENT THE ACTUAL SHAPE OR SIZE OF THE FEATURE.
- THE INFORMATION DEPICTED ON THIS MAP REPRESENTS THE RESULTS OF THE SURVEY ON THE DATE INDICATED AND CAN ONLY BE CONSIDERED AS INDICATING THE CONDITIONS EXISTING AT THAT TIME.
- LOTS ARE 135' x 50' AND ROADS ARE 40 FEET WIDE AS PER PLAT BOOK 2, PAGES 29 TO 40.
- UNDERGROUND UTILITY INFORMATION PROVIDED BY THE CITY OF LAKE WORTH BEACH THROUGH CLIENT. LOCATION OF WATER AND SEWER LINES AS SHOWN HEREON ARE APPROXIMATE AND NOT VERIFIED.
- THIS SURVEY OF THE PROPERTY SHOWN HEREON IS IN ACCORDANCE WITH THE DESCRIPTION FURNISHED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NUMBER 1143828, DATED SEPTEMBER 1, 2021.
- ALL SURVEY POINTS SET BY THIS FIRM ARE INSCRIBED: "ADAIR & BRADY, INC." OR "A&B ENG. RLS 3542."
- NO DEED WAS FOUND FOR THE 10TH AVENUE RIGHT-OF-WAY TAKING AT THE NORTHWEST CORNER OF LOT 8, SHOWN AT "C2". THE RIGHT-OF-WAY SHOWN WAS COPIED FROM STATE ROAD DEPARTMENT MAP SECTION NO. 93504-2601, DATED MARCH 1963, SHEET 4 OF 4 WHICH FITS EXISTING CONDITIONS.

LEGAL DESCRIPTION

PARCELS 2 & 3:
LOTS 7 AND 8, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCELS 4 & 5:
LOTS 3, 4, 5, AND 6, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6:
LOT 2, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFIED TO:

- BRIDGE HOLDING LLC
- MARRO LAW, P.A.
- OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

LAND SURVEYOR'S STATEMENT

WE HEREBY STATE THAT THE BOUNDARY SURVEY SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED IN THE CAPTION THEREOF, MADE UNDER OUR DIRECTION, AND IS ACCURATE TO THE BEST OF OUR KNOWLEDGE AND BELIEF.

THE UNDERSIGNED FURTHER CERTIFIES THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027 FLORIDA STATUTES.



A & B ENGINEERING, INC.
LB 604

BY: _____ FOR THE FIRM.

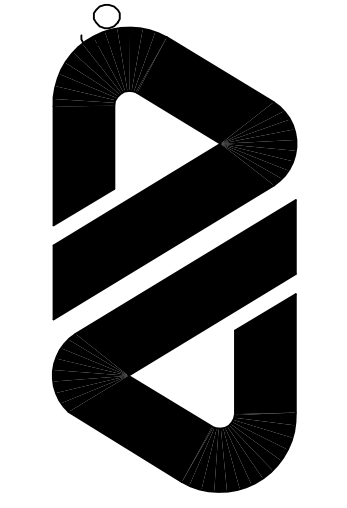
DENNIS PAINTER
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 3542

NOT VALID WITHOUT SIGNATURE AND EMBOSSED SURVEYOR'S SEAL AFFIXED.

A & B ENGINEERING, INC.
formerly known as Adair & Brady, Inc.
LAND SURVEYORS

3460 Fairlane Farms Road, Suite 3
Wellington, Florida 33414
(561) 383-7480

E-mail: dpainter@A&BEngineering.net
Website: www.abengineering.net

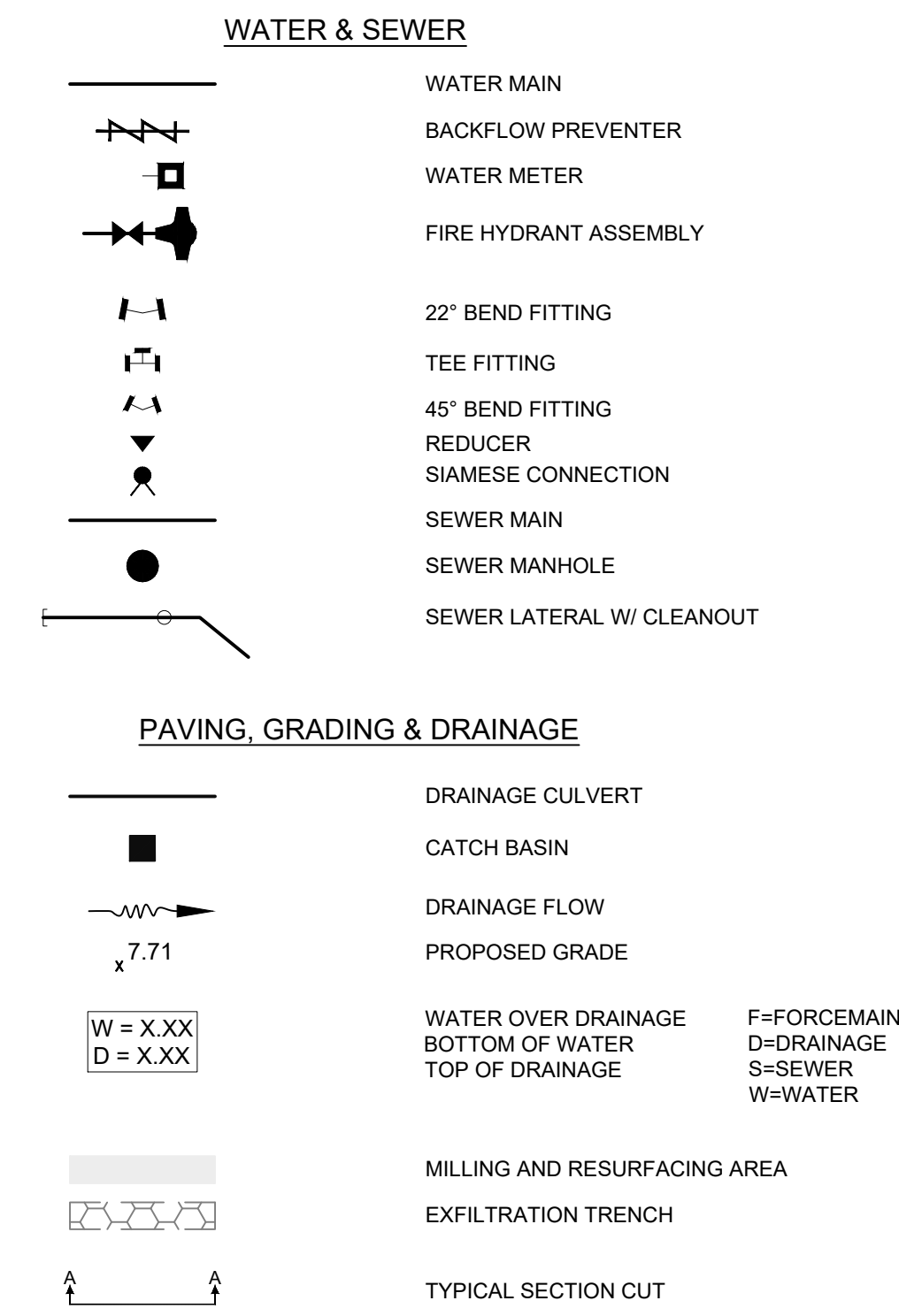


BOUNDARY SURVEY
FOR
BRIDGE HOLDING LLC

| REV. | DATE | DR. | CK. |
|------|------|-----|-----|
| | | | |
| | | | |
| | | | |

| |
|--------------------------|
| DATE: SEPTEMBER 14, 2021 |
| PROJECT # 19-030A |
| SCALE: 1"=30' |
| DR. DR. CK. DP. |
| F.B. FILE PG. FILE |
| FP 2091B |
| SHEET OF 1 |

LEGEND



EV PARKING SPACE DETAIL

NOTES:

- THE FOUR (4) EV PARKING SPACES ARE TO BE LOCATED AT THE SINGLE COMPACT PARKING SPACES ON NORTHEAST PARKING AREA AS NOTED IN THE DETAIL ABOVE.
- AS REQUIRED, 4% OF THE OFF-STREET PARKING SHALL BE PROVIDED AS EV PARKING SPACES. BASED ON THE 85 OFF-STREET PARKING SPACES PROVIDED, THE PROJECT WILL PROVIDE 4 EV PARKING SPACES.

GENERAL NOTES

- ALL CONSTRUCTION SHALL CONFORM WITH THE FOLLOWING:
 - A) PLANS AND SPECIFICATIONS PREPARED BY IBI GROUP (FLORIDA) INC.
 - B) PAVING, GRADING AND DRAINAGE: MINIMUM STANDARDS OF THE CITY OF LAKE WORTH BEACH, SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND SOUTH BROWARD DRAINAGE DISTRICT.
 - C) ROADS AND STREETS: CITY OF LAKE WORTH BEACH.
 - D) WATER DISTRIBUTION: THE REQUIREMENTS OF THE FIRE MARSHALL, HEALTH DEPARTMENT AND CITY OF LAKE WORTH BEACH.
 - E) SANITARY SEWER: CITY OF LAKE WORTH BEACH AND PALM BEACH COUNTY E.P.G.M.D.
 - F) ALL APPLICABLE LOCAL, COUNTY AND STATE CODES AND ORDINANCES.
 - G) WHEN CONFLICTS, OMISSIONS OR MODIFICATIONS EXIST, THE STRICTER PROVISION SHALL GOVERN.
 - H) FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION (LATEST EDITION) AND FEDERAL ADA ACCESSIBILITY GUIDELINES FOR BUILDINGS AND FACILITIES (LATEST EDITION).
 - I) IN THE EVENT OF CONFLICT OR OMISSION BETWEEN THE PLANS AND THESE CODES/GUIDELINES, CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE STRICTEST PROVISIONS OF THE CODES/GUIDELINES.
- SEPARATE PERMITS SHALL BE REQUIRED FOR ANY IMPROVEMENT WORK IN THE PUBLIC RIGHT-OF-WAY.
- THESE PLANS SHOW THE APPROXIMATE LOCATION OF ALL KNOWN UTILITIES AND STORM DRAINS FOR THE PURPOSE OF AIDING THE OWNER AND HIS CONTRACTOR IN THE CONNECTION TO THOSE FACILITIES OR THE REMOVAL OR AVOIDANCE OF THOSE FACILITIES WHICH CONFLICT WITH THE PROPOSED CONSTRUCTION. THE PLANS HAVE BEEN PREPARED WITH THE BEST INFORMATION AVAILABLE. HOWEVER, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE LOCATION AND EXPOSE EXISTING FACILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO SAID FACILITIES AS A RESULT OF CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES AND STORM DRAINS TO BE CONNECTED SUFFICIENTLY AHEAD OF CONSTRUCTION TO ALLOW REDESIGN BY THE ENGINEER, IF SUCH INSTALLATIONS ARE FOUND TO BE DIFFERENT THAN SHOWN ON THESE PLANS. CONTRACTOR SHALL CONTACT CALL SUNSHINE 1-800-432-4770 AND ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION.
- ALL MATERIALS REMOVED FROM THE SITE ARE THE PROPERTY OF THE OWNER, AND AT HIS DIRECTION, SHALL BE DISPOSED OF OFF-SITE OR SAVED FOR HIS USE. THE CONTRACTOR SHALL PROVIDE A CONTINGENCY BID PRICE FOR DISPOSAL OF MATERIAL OFF-SITE AND PAYMENT SHALL BE BASED ON THE ACTUAL QUANTITY OF MATERIAL REMOVED.
- THE EXISTING ELEVATIONS SHOWN HEREON ARE FOR THE PURPOSE OF INDICATING THE APPROXIMATE GROUND ELEVATION AT THE LOCATION SHOWN AND IN NO WAY REFLECT SURFACE CONDITIONS OR SUBSURFACE SOIL CONDITIONS. ALL SUBSURFACE CONDITIONS MUST BE VERIFIED.
- UNLESS OTHERWISE SPECIFIED ALL MUCK AND YIELDING MATERIAL WITHIN THE ROADWAYS, PARKING AREAS AND BUILDING AREAS SHALL BE REMOVED COMPLETELY AND REPLACED WITH CLEAN FILL MATERIAL. COMPACTED TO NOT LESS THAN 100% OF MAXIMUM DENSITY AT OPTIMUM MOISTURE CONTENT AS DETERMINED BY AASHTO T-99 OR 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180. NO ROCKS OR BOULDERS TO EXCEED 3" DIAMETER IN BUILDING PAD.
- ALL UNDERGROUND DRAINAGE AND UTILITIES SITUATED IN PAVED ROADWAYS OR PARKING AREAS, INCLUDING SEWER AND WATER SYSTEMS, DRAINAGE, ELECTRICAL DISTRIBUTION, LIGHTING, CATV, TELEPHONE AND CONDUITS SHALL BE COMPLETED BEFORE ANY SUBGRADE OR PAVING WORK COMMENCES.
- THE CONTRACTOR SHALL MAINTAIN ALL UTILITIES WITHOUT INTERRUPTION IN SERVICE UNLESS AUTHORIZED BY THE OWNER AND ENGINEER.
- BENCH MARK INFORMATION: SEE SURVEY. ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).**
- THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR PROTECTING ALL SURVEY STAKES AND MONUMENTS. REPLACEMENT COSTS OF ALL STAKES SHALL BE BORNE BY THE CONTRACTOR.
- CONSTRUCTION OBSERVATION WILL BE PROVIDED BY THE ENGINEER AND IS REQUIRED. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION AND AT LEAST 24 HOURS BEFORE REQUIRING INSPECTION ON EACH AND EVERY PHASE OF WORK.
- A PRE-CONSTRUCTION MEETING IS TO BE HELD BETWEEN THE ENGINEER OF RECORD, THE CONTRACTOR, AND REPRESENTATIVES OF THE OWNER, UTILITIES, ENGINEERING DEPARTMENT AND DRAINAGE DISTRICT (IF APPLICABLE) PRIOR TO COMMENCEMENT OF CONSTRUCTION. THE MEETING WILL BE SCHEDULED BY THE CONTRACTOR.
- SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED BY THE CONTRACTOR TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION.
- THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF APPROVED CONSTRUCTION PLANS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION.
- THE CONTRACTOR SHALL CONFIRM ALL MEASUREMENTS IN THE FIELD AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY WITH THE DRAWINGS PRIOR TO PERFORMING THE WORK. ALL QUANTITIES SHALL BE PAID ON THE BASIS OF FIELD MEASUREMENTS OF COMPLETED WORK, UNLESS THE CONTRACT PROVIDES FOR A LUMP SUM. PIPE LENGTHS ARE MEASURED FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.
- COMPLETE "AS-BUILT" INFORMATION RELATIVE TO PIPE, STRUCTURES, VALVES, SERVICES, FITTINGS, LENGTH, VERTICAL ELEVATION, QUANTITY, AND MATERIAL SHALL BE ACCURATELY RECORDED BY THE CONTRACTOR AND SUBMITTED TO THE ENGINEER PRIOR TO FINAL ACCEPTANCE OF THE WORK. ALL AS-BUILT MEASUREMENTS SHALL BE TAKEN BY AN INDEPENDENT LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND INCLUDED IN THE "AS-BUILT" INFORMATION, FURNISHED BY THE CONTRACTOR AT HIS EXPENSE. FINAL ACCEPTANCE OF THE PROJECT IS SUBJECT TO THE FINAL REVIEW AND APPROVAL OF THE "AS-BUILT" INFORMATION FURNISHED TO THE REGULATORY AGENCIES, THE APPLICABLE UTILITY AND THE ENGINEER.
- ALL EXISTING PIPE WHICH IS TO REMAIN IN THE GROUND BUT IS NOT TO BE USED SHALL BE PLUGGED TO PREVENT SOIL FROM ENTERING THE PIPE AND CAUSING GROUND SETTLEMENT. ALL WATER AND SEWER LINES SHALL BE PLUGGED WITH STANDARD PLUGS DESIGNED FOR THE GIVEN TYPE OF PIPE. DRAINAGE CULVERTS SHALL BE PLUGGED WITH BRICK AND MORTAR.
- COMPACTED BACKFILL SHALL BE PLACED ALONGSIDE OF AND OVER ALL UNDERGROUND UTILITIES. DENSITY TESTS SHALL BE TAKEN TO VERIFY BACKFILL COMPACTION. DENSITY TESTS FOR SUBGRADE AND BASE MATERIALS SHALL BE PERFORMED AT THE DIRECTION OF THE ENGINEER. PROCTOR TESTS SHALL BE PAID FOR BY THE OWNER. ALL DENSITY TESTS SHALL BE PAID FOR BY THE OWNER IF THE REQUIRED DENSITY IS ACHIEVED. CONTRACTOR SHALL PAY FOR ALL RETESTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPACTING THE BACKFILL IN ALL TRENCHES CREATED BY THE REMOVAL OF EXISTING UTILITIES TO THE SAME SPECIFICATIONS AS REQUIRED FOR UTILITY CONSTRUCTION UNDER PAVEMENT AREAS OR HOUSE PAD COMPACTION AS APPROPRIATE DEPENDING ON THE TRENCH LOCATION. THE CONTRACTOR SHALL RESTORE THE SITE, INCLUDING SPRINKLER SYSTEMS, ETC., TO EQUAL OR BETTER THAN THE ORIGINAL CONDITION WITHOUT EXTRA COSTS TO THE OWNER.
- THE MINIMUM FINISHED FLOOR ELEVATION FOR ANY BUILDING SHALL BE SET AT OR ABOVE ELEVATION --- WHICH IS THE PROJECTED FLOOD STAGE PRODUCED BY THE ONE IN ONE HUNDRED YEAR FREQUENCY STORM PER SFWM PERMIT.
- PAVEMENT MARKINGS AND TRAFFIC SIGNS SHALL CONFORM TO LOCAL REGULATIONS AND TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS". PAVEMENT MARKINGS SHALL BE HIGHLY REFLECTIVE THERMOPLASTIC UNLESS OTHERWISE NOTED.
- THE CONTRACTOR SHALL HAVE COMPLETE RESPONSIBILITY FOR THE QUALITY AND EXECUTION OF THE WORK, THE TECHNIQUES AND SEQUENCES OF CONSTRUCTION, PROJECT SECURITY AND THE MAINTENANCE OF SAFETY DEVICES AND PRACTICES IN ACCORDANCE WITH O.S.H.A. AND ALL OTHER APPLICABLE STANDARDS. THE ENGINEER HAS NO DUTY IN CONNECTION THEREWITH THE CONTRACTOR SHALL PROVIDE ADEQUATE SUPERVISION OF THE WORK AND SHALL SCHEDULE ALL REQUIRED TESTS AND INSPECTIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR IDENTIFYING CONFLICTS BETWEEN STORM DRAINS AND WATER MAINS OR FORCE MAINS PLACED AT MINIMUM COVER. IN CASE OF CONFLICT, WATER MAIN OR FORCE MAIN ALIGNMENT SHALL BE ADJUSTED TO CLEAR THE STORM DRAIN WITH 18" MINIMUM SEPARATION. IN CASE OF CONFLICT BETWEEN WATER MAIN AND FORCE MAINS SHALL BE LOWERED TO PASS UNDER WATER MAIN WITH 18" MINIMUM SEPARATION. NO ADDITIONAL PAYMENT SHALL BE DUE TO CONTRACTOR FOR RAISING OR LOWERING THE MAINS OR THE ADDITIONAL FITTINGS USED THEREON. ANY REDUCTION IN THE MINIMUM 18" SEPARATION SHALL BE SUBJECT TO APPROVAL OF THE ENGINEER.
- WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, TO BRACE THE SIDES OF A TRENCH, THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING OR BRACING AS MAY BE NECESSARY TO SUPPORT THE SIDES OF THE EXCAVATION TO ENSURE PERSONNEL SAFETY, AND TO PREVENT MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SEQUENCE, METHODS, AND MEANS OF CONSTRUCTION, AND FOR THE IMPLEMENTATION OF ALL OSHA AND OTHER SAFETY REQUIREMENTS.
- THE CONTRACTOR SHALL ENSURE THAT EXISTING AND PROPOSED TRAFFIC CONTROL SIGNS ARE NOT OBTSCURED BY EXISTING OR PROPOSED LANDSCAPING.
- THE CONTRACTOR SHALL, PRIOR TO THE START OF CONSTRUCTION, EXPOSE EXISTING UTILITIES AT EACH POINT OF CONNECTION AND CROSSING, AND REPORT TO THE ENGINEER THE SIZE, MATERIAL AND ELEVATION.
- CONTRACTOR SHALL, PRIOR TO START OF CONSTRUCTION, FILE FORM 62-621.300(4)(b) (NPDES N.O.I. TO USE GENERIC PERMIT) WITH THE FLORIDA DEPT. OF ENVIRONMENTAL PROTECTION.

PROJECT SPECIFIC NOTES

- THE CONTRACTOR IS TO COORDINATE HIS/HER WORK AND SITE ACCESS WITH THE OTHER ENTITIES THAT MAY BE WORKING ON SITE. ANY CONFLICTS ON COORDINATION ISSUES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND/OR ENGINEER FOR MUTUAL RESOLUTION.
- PRE-BID SITE VISITS ARE REQUIRED BY ALL BIDDERS TO FAMILIARIZE THEM WITH SITE CONDITIONS. ALL ADDITIONAL DEMOLITION REQUIRED SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER.
- FORTY-EIGHT (48) HOUR NOTICE IS REQUIRED BY THE ENGINEER PRIOR TO SITE INSPECTIONS AND/OR WITNESSING OF WATER AND/OR SEWER TESTING.
- ALL EXISTING TREES TO REMAIN SHALL BE BARRICADE PROTECTED FROM DAMAGE BY EQUIPMENT AND/OR PERSONNEL.
- THE PROPOSED PROJECT WILL NOT ADVERSELY AFFECT SIGNIFICANT HISTORICAL OR ARCHEOLOGICAL RESOURCES UNDER THE PROVISIONS OF SECTION 287.061, F.S. IF EVIDENCE OF THE EXISTENCE OF HISTORICAL OR ARCHEOLOGICAL RESOURCES IS DISCOVERED OR OBSERVED AT DEVELOPMENT SITES OR DURING DEVELOPMENT ACTIVITIES AFTER FINAL APPROVAL, ALL WORK SHALL CEASE IN THE AREA OF EFFECT AS DETERMINED BY THE DIRECTOR. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND OWNER IMMEDIATELY, AND THE DEPARTMENT OF HISTORICAL RESOURCES WITHIN TWO WORKING DAYS. EXAMPLES OF EVIDENCE OF HISTORICAL RESOURCES INCLUDE WHOLE OR FRAGMENTARY STONE TOOLS, SHELL TOOLS, ABORIGINAL OR HISTORIC POTTERY, HISTORIC GLASS, HISTORIC BOTTLES, BONE TOOLS, HISTORIC BUILDING FOUNDATIONS, SHELL MOUNDS, SHELL MADDONS, OR SAND MOUNDS. THE DIRECTOR SHALL ASSESS THE SIGNIFICANCE OF THE FINDS AND MITIGATE ANY ADVERSE EFFECTS AS SOON AS POSSIBLE, BUT NO LATER THAN THREE WORKING DAYS OF NOTIFICATION.

TESTING NOTES

- TESTS SHALL BE LOCATED NO MORE THAN FIFTY (50) FEET APART. TESTS SHALL BE PERFORMED ON EACH LIFT, EXCEPT THAT TESTS SHALL NOT BE FURTHER APART THAN ONE (1) FOOT VERTICALLY. FIELD DENSITIES SHALL BE TAKEN OVER ALL ROAD CROSSINGS. FIELD DENSITIES FOR SANITARY LINES SHALL BE STAGGERED TO INCLUDE RESULTS OVER SERVICE LATERALS. THERE SHALL BE A MINIMUM OF ONE (1) TEST SERIES FOR EACH SIX (6) INCHES OF LIFT OVER PIPELINE BETWEEN MANHOLES OR CLEANOUTS. TESTS AROUND STRUCTURES SHALL BE SPIRALLED IN SIX (6) INCH LIFTS. TESTS AROUND BOX CULVERTS SHALL BE DONE ON BOTH SIDES EVERY LIFT.
- FOR FLEXIBLE PIPE (CORRUGATED STEEL OR ALUMINUM), 95% OF MAXIMUM DENSITY (AASHTO-T99) PER FDOT SUPPLEMENTAL SPECIFICATIONS SUB ARTICLE 125-8.3.2 AS MODIFIED.
- THERE SHALL BE NO LESS THAN THREE (3) TESTS WITHIN THE PROPOSED ROAD, TWO (2) TESTS IN THE PARKING AREA AND ONE (1) TEST IN THE DRIVEWAY TO THE DUMPSTER PAD.
- APPLIES TO SITE CONCRETE SUCH AS CURBS, GUTTERS, FLUMES, DRIVEWAYS AND SIDEWALKS.
- ENGINEER OF RECORD SHALL RECEIVE MATERIAL TESTING REPORTS NO LATER THAN ONE (1) WEEK FROM THE TEST DATE.
- TESTING FOR RCP SHALL BEGIN AT THE SPRING LINE OF THE PIPE.
- EMBANKMENT, FILL AND BACKFILL MATERIAL SHALL BE PLACED AND COMPACTED IN LIFTS NOT TO EXCEED TWELVE (12) INCHES VERTICALLY. EACH COMPACTED LIFT SHALL PASS THE AFOREMENTIONED TESTING CRITERIA BEFORE PROCEEDING TO THE NEXT VERTICAL LIFT.
- DENSITY TESTS SHALL BE PERFORMED AT A MINIMUM FREQUENCY OF ONE (1) TEST PER EVERY ONE HUNDRED (100) SQUARE YARDS OF FILL MATERIAL BEING PLACED, PER VERTICAL LIFT.
- IF SUCCESSIVE VERTICAL LIFTS ARE PLACED, THE DENSITY TESTS SHALL BE STAGGERED SO AS TO NOT BE REPEATED IN THE SAME LOCATION.

TESTING SCHEDULE

| ITEM | TEST | TEST FREQUENCY |
|----------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| PIPE TRENCH BACKFILL | OPTIMUM MOISTURE/MAXIMUM DENSITY | PER SOIL TYPE |
| OVER PIPELINES AND AROUND STRUCTURES FROM R.O.W. LINE TO R.O.W. LINE AND IN STRUCTURAL AREAS | 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180-57 (ASTM D1557-70) | (SEE NOTES 1 & 2 IN TESTING NOTES) |
| STABILIZED SUBGRADE | OPTIMUM MOISTURE/MAXIMUM DENSITY MINIMUM 40 LBR 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180-57 (ASTM D1557-70) | PER MATERIAL TYPE PER MATERIAL TYPE (SEE NOTES 1 & IN TESTING NOTES) |
| BASE | OPTIMUM MOISTURE/MAXIMUM DENSITY MINIMUM 100 LBR 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180-57 (ASTM D1557-70) - NO TOLERANCE GRADATION, ATTERBURG LIMITS | PER MATERIAL TYPE PER SOURCE EACH LIFT (SEE NOTE 3 IN TESTING NOTES) |
| CONCRETE (SEE NOTE 4 IN TESTING NOTES) (PER AASHTO & ASTM SPECS.) | SUMP TEST MIN. COMPRESSIVE STRENGTH AT 28 DAYS COMPRESSIVE STRENGTH CYLINDERS AIR CONTENT | ONE (1) PER SET OF CYLINDERS 3,500 PSI ONE (1) SET OF THREE (3) CYLINDERS FOR ONE HUNDRED (100) CUBIC YARDS OR FRACTION THEREOF ONE (1) PER SET OF CYLINDERS |
| ASPHALTIC CONCRETE (PER FDOT SECTION 320) | AGGREGATE ANALYSIS DESIGN MIX BITUMEN CONTENT GRADATION STABILITY FLOW PROPERTIES OF IN-PLACE MATERIALS (MARSHALL) THICKNESS 95% OF LAB DENSITY | ONE PER DESIGN ONE PER TYPE ONE PER DAY ONE PER DAY ONE PER DAY (SEE NOTE 3 IN TESTING NOTES) (SEE NOTE 3 IN TESTING NOTES) |

SEPARATION OF WATER & SEWER LINES

| HORIZONTAL SEPARATION OF PIPELINES | | ALTERNATE CONSTRUCTION |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MINIMUM SEPARATION | BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED WASTEWATER LINE WHEN POSSIBLE | WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND JOINTS IN THE WATER MAIN ARE BEING LOCATED LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM JOINTS IN THE OTHER PIPELINE. |
| THREE FEET, AND PREFERABLY TEN FEET | STORM SEWER, STORMWATER FORCE MAIN OR RECLAIMED WATER MAIN | 1. USE OF PRESSURE-RATED PIPE CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION STANDARDS INCORPORATED INTO RULE 62-555.330, F.A.C., FOR THE OTHER PIPELINE IF IT IS A GRAVITY- OR VACUUM-TYPE PIPELINE; |
| THREE FEET, AND PREFERABLY TEN FEET | VACUUM-TYPE SANITARY SEWER | 2. USE OF WELDED, FUSED OR OTHERWISE RESTRAINED JOINTS FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE; OR |
| SIX FEET, AND PREFERABLY TEN FEET | GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN OR RECLAIMED WATER MAIN NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. | 3. USE OF WATERTIGHT CASING PIPE OR CONCRETE ENCASUREMENT AT LEAST FOUR (4) INCHES THICK FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE. |
| TEN FEET | *ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM* | WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THREE FEET HORIZONTALLY FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND IS BEING LAID LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM THE OTHER PIPELINE; |
| VERTICAL SEPARATION OF PIPELINES | | |
| MINIMUM SEPARATION FROM THE (OUTSIDE TO OUTSIDE) | NEW OR RELOCATED, UNDERGROUND WATER CROSSING ANY EXISTING OR PROPOSED | 1. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E. HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASUREMENT AT LEAST FOUR INCHES THICK FOR THE WATER MAIN; AND |
| 6 INCHES, PREFERABLY 12 INCHES ABOVE | GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER | 2. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E. HAVING A 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASUREMENT AT LEAST FOUR INCHES THICK FOR THE OTHER PIPELINE IF IT IS NEW AND IS CONVEYING WASTEWATER OR RECLAIMED WATER. |
| 12 INCHES BELOW | GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER | |
| 12 INCHES ABOVE OR BELOW | PRESSURE-TYPE SANITARY SEWER, WASTEWATER, STORMWATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER MAIN | |
| ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. | | |
| ALTERNATIVELY, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS OR RECLAIMED WATER MAINS, AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER, FORCE MAINS OR RECLAIMED WATER MAINS. | | |

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48 HOURS BEFORE DIGGING

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Pompano Beach FL 33064 USA
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ibigroup.com

LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA

GENERAL NOTES

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ENGINEER'S SEAL OR PATRICK'S PLAMONDO, FLORIDA P.E. #00384 FOR THE FIRM.

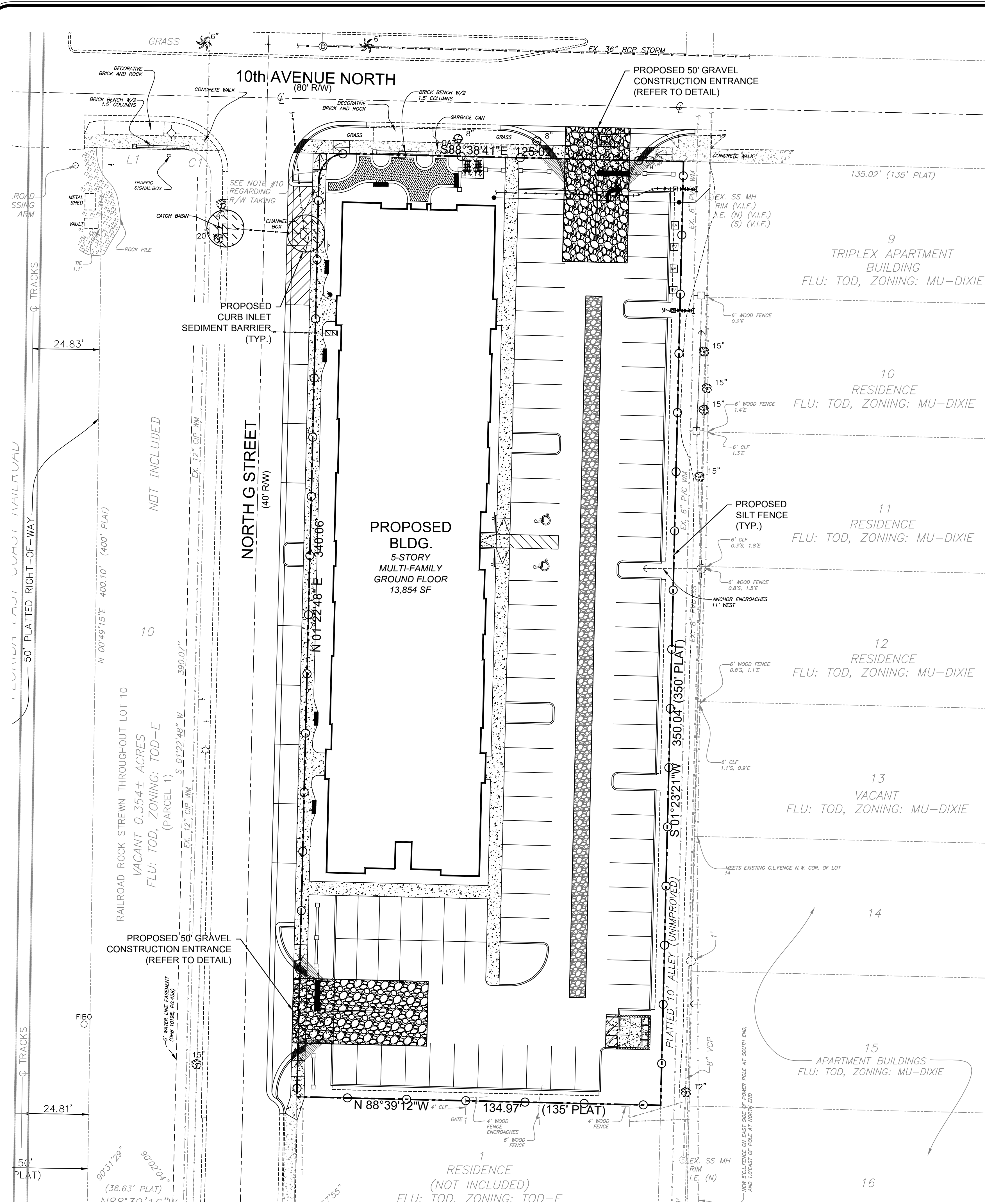
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DESIGNED: CMP
CHECKED: PFR
DATE: 04/06/2022

SCALE: N.T.S.
PROJECT: 137767
SHEET: C1.0

REVISION / Submission
No. Date Comment
1 08/15/2021 REVISED PER SHRT #1
2 08/15/2021 REVISED PER SHRT #1
3 08/15/2021 REVISED PER SHRT #1
4 08/15/2021 REVISED PER SHRT #1
5 08/15/2021 REVISED PER SHRT #1
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30 08/15/2021 REVISED PER SHRT #1

J:\137767_Lake_Worth_S\7.0_Production\7.03_Design\01_Gen_Sheets\137767-COVER.dwg Modified: 6/16/2022 By: cpenice Plotted By: christopher_pence

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EROSION CONTROL NOTES

- THE INTENT OF EROSION CONTROL MEASURES INDICATED GRAPHICALLY ON PLANS IS TO PROVIDE A BARRIER TO CONTAIN SOIL AND SEDIMENT ON THE PROJECT SITE. THIS REPRESENTATION IS PROVIDED FOR THE CONVENIENCE OF THE CONTRACTOR. THE TEST OF EROSION CONTROL EFFECTIVENESS IS NOT TO BE DETERMINED BY ADHERENCE TO THE REPRESENT SET FORTH ON THE DRAWINGS AND SPECIFICATIONS, BUT BY MEETING THE REGULATORY REQUIREMENTS BY THE AUTHORITY HAVING JURISDICTION OVER WATER QUALITY CONTROL AND OTHER SEDIMENTATION RESTRICTION REQUIREMENTS IN THE REGION.
- APPROVED EROSION AND SEDIMENT CONTROL MEASURES SHALL BE INSTALLED BEFORE EACH RAINFALL EVENT. REPAIR AND/OR REPLACEMENT OF SUCH MEASURES SHALL BE MADE PROMPTLY, AS NEEDED.
- INSPECTION OF ALL EROSION CONTROL MEASURES SHALL BE CONDUCTED WEEKLY, OR AFTER EACH RAINFALL EVENT. REPAIR AND/OR REPLACEMENT OF SUCH MEASURES SHALL BE MADE PROMPTLY, AS NEEDED.
- KEEP DUST WITHIN TOLERABLE LIMITS BY SPRINKLING OR OTHER ACCEPTABLE MEANS.
- ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES MAY BE REQUIRED IF DEEMED NECESSARY BY ONSITE INSPECTION.
- FAILURE TO PROPERLY INSTALL AND MAINTAIN EROSION CONTROL PRACTICES SHALL RESULT IN CONSTRUCTION BEING HALTED.
- DRAINAGE INLETS SHALL BE PROTECTED BY FILTER AND GRADED ROCK AS PER INLET PROTECTION DETAIL.
- ANY ACCESS ROUTES TO SITE SHALL BE BASED WITH CRUSHED STONE, WHERE PRACTICAL.
- EROSION CONTROL MEASURES ARE TO BE MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.
- WHENEVER FEASIBLE, NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED.
- ALL WORK IS TO BE IN COMPLIANCE WITH THE RULES AND REGULATIONS SET FORTH BY THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION AND THE CITY OF DELRAY BEACH.
- DISCHARGE FROM DEWATERING OPERATIONS SHALL BE RETAINED ONSITE IN A CONTAINMENT AREA.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 EROSION CONTROL NOTES
 DETAIL
 25

INLET FILTER DETAIL

INLET FILTER INSTALLATION WITHOUT FRAME AND GRATE
 WIRE SUPPORT - MOULD 6x6", 5/8 GA. 49 #/100 SQ. FT. WELD WIRE SUPPORT. EXTEND 6" MIN. AT SIDES
 6" MIN.
 BACKFILL AFTER INSTALLATION OF INLET FILTER
 SECURE FILTER FABRIC TO FRAME AND GRATE
 NOT TO SCALE

NOTES:
 1. CONTRACTOR IS TO CLEAN INLET FILTER AFTER EVERY STORM.
 2. CONTRACTOR TO REMOVE FABRIC JUST PRIOR TO PAVING.

A SEDIMENT TRAP WILL BE EXCAVATED BEHIND THE CURB AT THE INLET. THE BASIN SHALL BE AT LEAST 12 TO 14 INCHES IN DEPTH, APPROXIMATELY 36 INCHES IN WIDTH, AND APPROXIMATELY 7 TO 10 FEET IN LENGTH PARALLEL TO THE CURB.
 STORM WATER WILL REACH THE SEDIMENT TRAP VIA CURB CUTS ADJACENT TO EACH SIDE OF THE INLET STRUCTURE. THESE OPENINGS SHALL BE AT LEAST 12 INCHES IN LENGTH. STORM WATER MAY ALSO REACH THE BASIN VIA OVERLAND FLOW LAND AREA BEHIND THE CURB. THE CURB CUTS SHALL BE REPAIRED WHEN THE SEDIMENT TRAP IS REMOVED.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 INLET FILTER DETAIL
 26

SILT FENCE INSTALLATION DETAIL

STEEL OR WOOD POST
 NEEDED WITHOUT WIRE MESH SUPPORT
 FOR ADDITIONAL STRENGTH FILTER FABRIC MATERIAL CAN BE ATTACHED TO A 6-INCH (MAX.) MESH WIRE SCREEN WHICH HAS BEEN FASTENED TO THE POSTS
 10 FT. MAX. SPACING WITH WIRE SUPPORT FENCE
 6 FT. MAX. SPACING WITHOUT WIRE SUPPORT FENCE

NOTES:
 1. THE HEIGHT OF A SILT FENCE SHALL NOT EXCEED 36 INCHES (90 CM).
 2. THE FILTER FABRIC SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID THE USE OF JOINTS.
 3. POSTS SHALL BE SPACED A MAXIMUM OF 10 FEET (3 M) APART AT THE BARRIER LOCATION AND DRIVEN SECURELY INTO THE GROUND A MINIMUM OF 12 INCHES (30 CM). WHEN EXTRA STRENGTH FABRIC IS USED WITHOUT THE WIRE SUPPORT FENCE, POST SPACING SHALL NOT EXCEED 6 FEET (1.8 M).
 4. A TRENCH SHALL BE EXCAVATED APPROXIMATELY 4 INCHES (10 CM) WIDE AND 4 INCHES (10 CM) DEEP ALONG THE LINE OF POSTS AND UPSLOPE FROM THE BARRIER.
 5. WHEN STANDARD STRENGTH FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE USING HEAVY DUTY WIRE STAPLES AT LEAST 1 INCH (25 MM) LONG, TIE WIRES, OR HOG RINGS. THE WIRE SHALL EXTEND INTO THE TRENCH A MINIMUM OF 2 INCHES (5 CM) AND SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
 6. THE STANDARD STRENGTH FILTER FABRIC SHALL BE STAPLED OR WIRED TO THE FENCE, AND 8 INCHES (20 CM) OF THE FABRIC SHALL BE EXTENDED INTO THE TRENCH. THE FABRIC SHALL NOT EXTEND MORE THAN 36 INCHES (90 CM) ABOVE THE ORIGINAL GROUND SURFACE.
 7. THE TRENCH SHALL BE BACKFILLED AND THE SOIL COMPACTED OVER THE FILTER FABRIC.
 8. ALL PROJECTS REQUIRE SUBMITTAL OF POLLUTION PREVENTION PLAN (PPP).
 9. ALL PROJECTS 1 AC. OR MORE MUST SUBMIT NOTICE OF INTENT (NOI) TO FDP.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 SILT FENCE INSTALLATION DETAIL
 27

SILT FENCE INSTALLATION DETAIL

FENCE POST (WOOD OR STEEL)
 FABRIC
 RUNOFF
 2'-0" MIN.
 1'-0"
 DIG 4" WIDE & 4" DEEP TRENCH. BURY BOTTOM 8" OF FABRIC AND ANCHOR W/COMPACTED BACKFILL MATERIAL
 PLACE THE END POST OF THE SECOND FENCE INSIDE THE END POST OF THE FIRST FENCE
 ROTATE BOTH POSTS AT LEAST 180 DEGREES IN A CLOCKWISE DIRECTION TO CREATE A TIGHT SEAL WITH THE FABRIC MATERIAL
 DRIVE BOTH POSTS ABOUT 18 INCHES INTO THE GROUND AND BURY FLAP
 ATTACHING TWO SILT FENCES
 NOT TO SCALE

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 SILT FENCE INSTALLATION DETAIL
 28

STABILIZED CONSTRUCTION ENTRANCE DETAIL

50' MIN.
 6" TO 8" GRANULAR SUBGRADE
 6" TO 8" GRANULAR SUBGRADE
 AGGREGATE
 CITY / PUBLIC ROAD

NOTE:
 A CONSTRUCTION ENTRANCE SHALL BE CONSTRUCTED AND CONTAIN AN AGGREGATE LAYER (FOOT AGGREGATE NO.1), AT LEAST 6-INCHES THICK. IT MUST EXTEND TO THE WIDTH OF THE VEHICULAR INGRESS AND EGRESS AREA.
 CITY / PUBLIC ROAD TO BE KEPT FREE OF DEBRIS AND AGGREGATE.

CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 STABILIZED CONSTRUCTION ENTRANCE DETAIL
 29

48 HOURS BEFORE DIGGING

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CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 SILT FENCE INSTALLATION DETAIL
 28

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 1100 Park Central Boulevard South - Suite 3500
 Pompano Beach FL 33064 USA
 tel 954-974-2200 fax 954-973-2686
 ibigroup.com

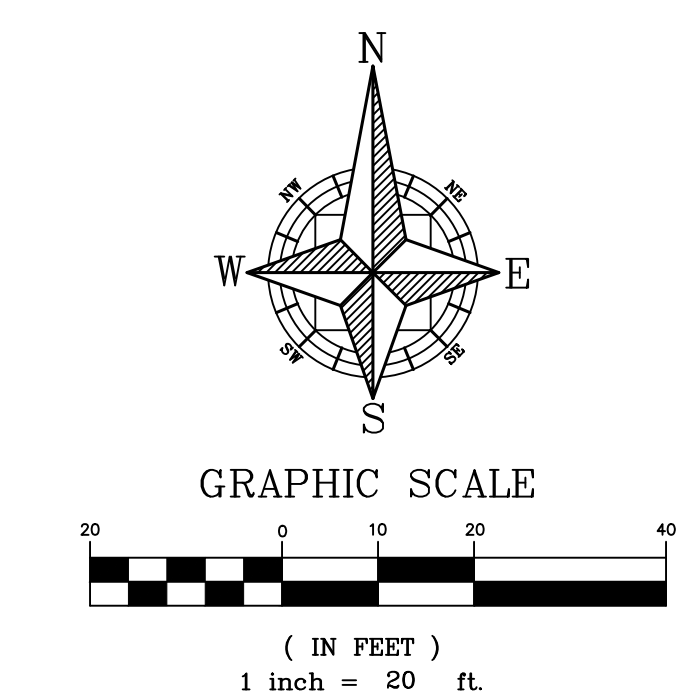
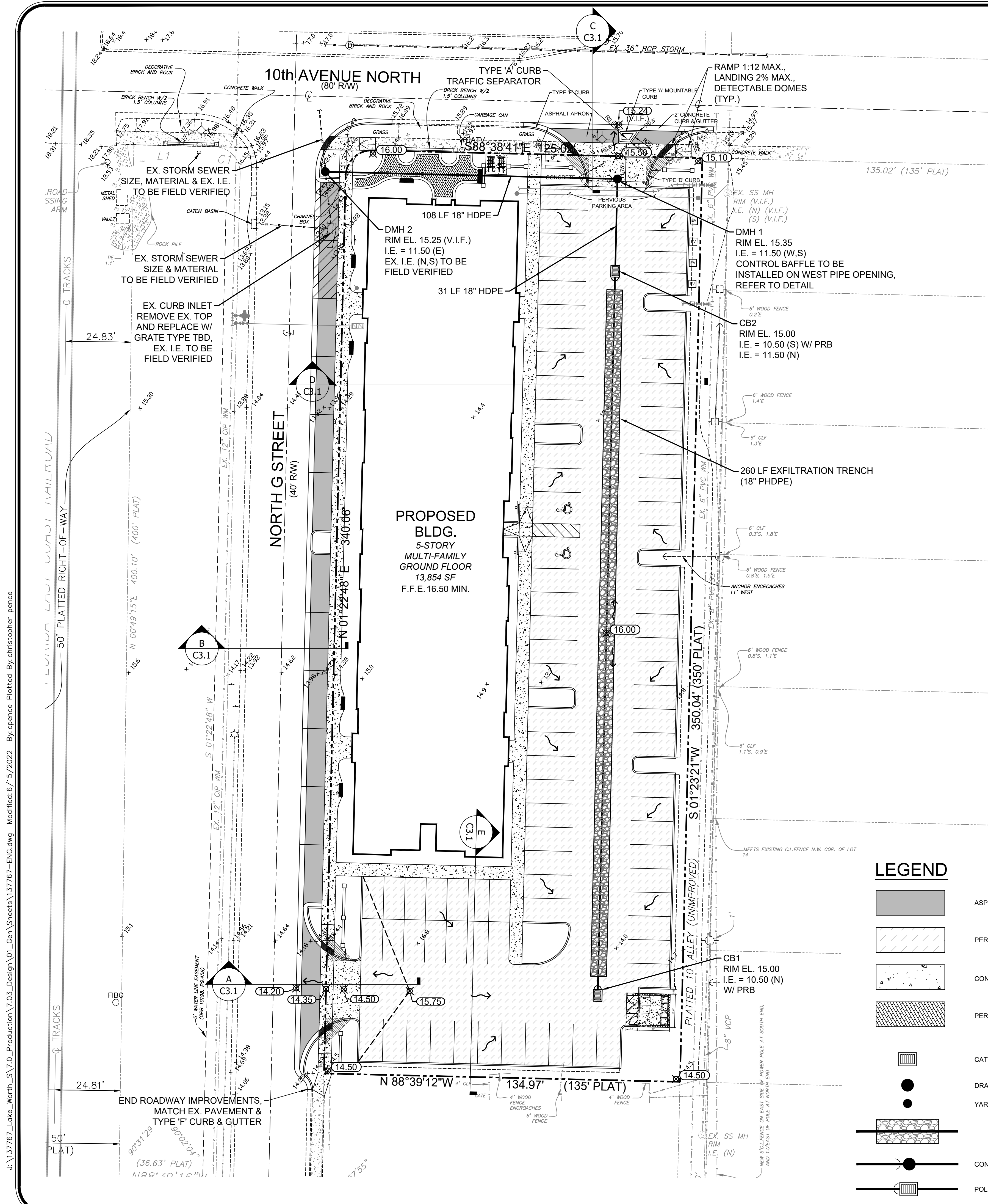
LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA
EROSION CONTROL PLAN

NOT FOR CONSTRUCTION

NOT TO BE FILED FOR RECORD UNLESS SIGNED AND DATED WITH THE ORIGINAL SET OF PAPERWORK. FLORIDA P.E. #0098 FOR THE FIRM.

| | |
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| DRAWN: CMP | SCALE: 1" = 20' |
| DESIGNED: PFR | PROJECT: 137767 |
| CHECKED: PFR | SHEET: C5.0 |
| DATE: 06/08/2022 | |

REVIEWER / SUBMITTER
 No. Date Comment
 LANDSCAPE LC #R0002020



PAVING AND DRAINAGE SPECIFICATIONS

- ELEVATIONS SHOWN HEREON ARE BASED ON THE 1988 NATIONAL AMERICAN VERTICAL DATUM.
- ALL MUCK/ORGANIC MATERIALS ARE TO BE REMOVED PER PALM BEACH COUNTY ENGINEERING DIVISION.
- PRIME COAT AND TACK COAT FOR BASE COURSES SHALL CONFORM TO THE REQUIREMENTS OF PALM BEACH COUNTY/FDOT ENGINEERING DIVISION. PRIME COAT SHALL BE APPLIED AT A RATE OF 0.25 GALLONS PER SQUARE YARD.
- ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI AT 28 DAYS UNLESS OTHERWISE NOTED.
- ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OF POMPANO BEACH AND PALM BEACH COUNTY ENGINEERING DIVISION.
- CONTRACTOR SHALL CONTACT ALL UTILITY COMPANIES, THE CITY OF LAKE WORTH BEACH ENGINEERING DEPARTMENT 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROTECT ALL UTILITIES AND SHALL BE RESPONSIBLE FOR ALL DAMAGES CAUSED DURING CONSTRUCTION AND SHALL REPAIR SAID DAMAGES AT HIS EXPENSE.
- SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO ORDERING MATERIALS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REVISED OR UNACCEPTABLE MATERIALS INSTALLED OR ORDERED WITHOUT AN APPROVED SHOP DRAWING.
- ALL DRAINAGE PIPE IN AND PARALLEL TO THE ROADWAY SHALL BE REINFORCED CONCRETE PIPE CONFORMING TO ASTM C-76. (UNLESS OTHERWISE NOTED ON THE PLANS).
- PVC PIPE SHALL BE NON-PRESSURE PIPE CONFORMING TO ASTM D-3034 SDR 35.
- RESTORE ALL SIDEWALK, PAVEMENT, CURB, SODDING, SIGNAGE, PAVEMENT MARKINGS, ETC. DAMAGED DURING CONSTRUCTION TO ITS ORIGINAL CONDITION.
- ANY EXISTING, UNUTILIZED WATER, SEWER OR GAS SERVICES MUST BE CUT AND CAPPED OR SLEEVED IN PLACE AT ITS RESPECTIVE MAIN.
- ANY CONFLICT WITH EXISTING OR PROPOSED UTILITIES SHALL IMMEDIATELY BE BROUGHT TO THE ATTENTION OF THE ENGINEER.
- AT THE END OF EACH WORK PERIOD, ANY DROP-OFF IN THE AREA ADJACENT TO THE TRAVEL WAY SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD INDEX 600 OR SHALL BE OTHERWISE PROTECTED WITH A TEMPORARY BARRIER WALL AT THE CONTRACTOR'S EXPENSE.
- THE APPLICANT AT THE EARLIEST CONVENIENT TIME SHALL NOTIFY IN WRITING ALL RIGHT-OF-WAY USERS AFFECTED BY THE CONSTRUCTION OF THIS PROJECT.
- LIMEROCK BASE SHALL BE A MINIMUM OF 8" AND COMPACTED IN 4" LIFTS TO 98% MAXIMUM DENSITY ACCORDING TO AASHTO-T180. CONSTRUCTION TO CONFORM TO SECTION 200. BASE TO BE PRIMED AFTER COMPACTION.
- STABILIZED SUBGRADE - MINIMUM 12" THICK AND COMPACTED TO 98% MAXIMUM DENSITY ACCORDING TO AASHTO-180. MATERIAL TO HAVE MINIMUM L.B.R OF 40 AND CONFORM TO SECTION 160.
- ALL CURB CUT RAMPS MUST FACE IN THE DIRECTION OF PEDESTRIAN TRAVEL.
- FLAGGERS MUST BE PRESENT DURING THE INGRESS AND EGRESS OF CONSTRUCTION VEHICLES TO AND FROM THE PROJECT SITE. WARNING SIGNS MUST BE ERECTED ADVISING MOTORISTS OF TRUCKS ENTERING THE HIGHWAY.
- BASE AND SUB-GRADE DENSITY TESTS SHALL BE CONDUCTED FOR A MAXIMUM 7000 SQUARE FEET OF FINISHED PAVEMENT OR AS DIRECTED BY ENGINEER OR CITY.
- LABORATORY PROCTOR COMPACTION TESTS (T-180) SHALL BE PERFORMED ON ALL MATERIAL, SUB-GRADE AND BASE ANY SUBSEQUENT CHANGES IN MATERIALS. LIMEROCK BEARING RATIOS, SIEVE ANALYSIS AND DENSITIES REQUIRED BY THE CONTRACT DOCUMENTS SHALL BE SUBMITTED BY THE CITY.
- ALL REPAIRS TO EXISTING PAVEMENT SHALL RECEIVE SAW-CUT EDGES PRIOR TO RELAYING ASPHALT. UTILITY PIPING OR WIRING LESS THAN FOUR (4) INCHES IN DIAMETER REQUIRES A SCHEDULE 40 PVC CASING PIPE WITH SAND BACKFILLS UNDER PAVED AREAS ONLY
- ALL CONTROL STRUCTURES SHALL HAVE POLLUTION RETARDANT BAFFLE AT THE DISCHARGE PIPE OPENING.
- PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY, ALLEYWAY IMPROVEMENTS CONSISTING OF 4" ASPHALT MILLINGS, GRADED AND COMPACTED, SHALL BE CONSTRUCTED FROM 9TH AVENUE NORTH TO 10TH AVENUE NORTH.

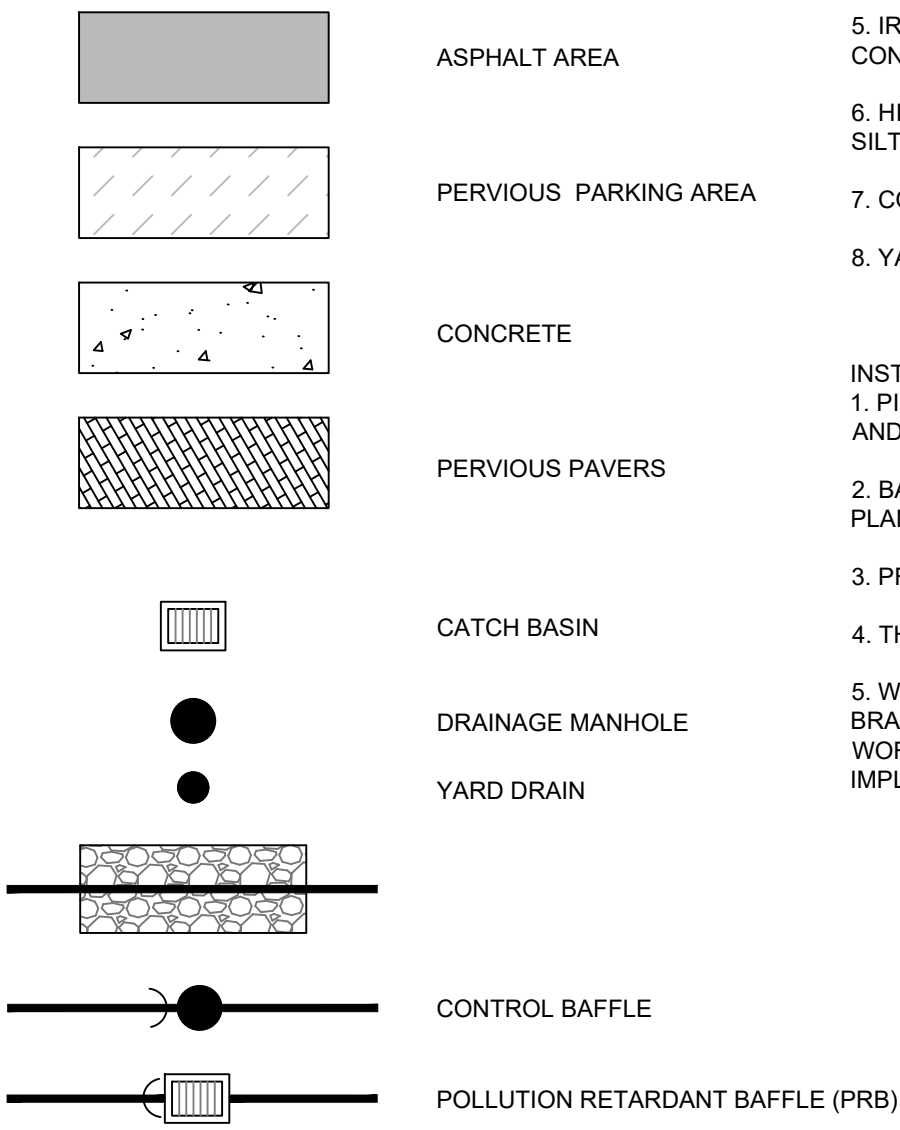
DRAINAGE NOTES

- GENERAL:
- DISTANCES AND LENGTHS SHOWN ON PLANS AND PROFILE DRAWINGS ARE REFERENCED TO THE CENTER OF STRUCTURES.
 - IN THE EVENT OF CONFLICT OR OMISSION BETWEEN THE PLANS AND THESE CODES/GUIDELINES, CONSTRUCTION SHALL BE EXECUTED IN CONFORMANCE WITH THE STRICTEST PROVISIONS OF THE CODES/GUIDELINES.

- MATERIALS:
- REINFORCED CONCRETE PIPE (R.C.P.) SHALL MEET THE REQUIREMENTS OF ASTM C-76, LATEST REVISION, AND CLASS III. RUBBER GASKETS OR OTHER MANUFACTURER SUPPLIED JOINT SEALER SHALL BE USED.
 - ALL DRAINAGE CATCH BASINS AND STRUCTURES SHALL BE PRECAST CONCRETE. THE MINIMUM WALL AND SLAB THICKNESS SHALL BE 8 INCHES AND THE MINIMUM REINFORCING SHALL BE NO. 4 BARS AT 12 INCHES EACH WAY UNLESS OTHERWISE INDICATED. STRUCTURES SHALL BE MINIMUM OF fc=4000 PSI AT 28 DAYS. STRUCTURES SHALL MEET THE REQUIREMENTS OF ASTM C-478.
 - ALL P.V.C. STORM SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 35, WITH PUSH-ON RUBBER GASKET JOINTS.
 - DUCTILE IRON PIPE (D.I.P.) SHALL BE CEMENT LINED INSIDE AND SHALL HAVE A COAL TAR EPOXY COATING, MANUFACTURED IN ACCORDANCE WITH ANSIAWWA C151/A21.51-86 OR LATEST REVISION.
 - IRON CASTINGS SHALL CONFORM TO ASTM A-48 AND IN GENERAL SHALL BE CLASS 30. FRAMES AND GRATES MAY BE CLASS 20. ALL MANHOLE COVERS SHALL BE PROVIDED WITH CONCEALED PICK HOLES, AND SHALL BE LABELED "STORM SEWER".
 - HIGH DENSITY POLYETHYLENE PIPE (HDPE) AND FITTINGS, SHALL BE HANCO SURELOK F477 (O.A.E.), AND SHALL MEET THE REQUIREMENTS OF AASHTO M294 TYPE S. JOINTS SHALL BE SILT TIGHT & LEAK RESISTANT.
 - CORRUGATED ALUMINUM PIPE SHALL MEET THE STANDARDS OF SECTION 945 OF FDOT STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 - YARD DRAIN SHALL BE NYLOPLAST DRAIN BASINS OR APPROVED EQUAL.

- INSTALLATION:
- PIPE SHALL BE PLACED ON A MINIMUM OF 8" STABLE GRANULAR MATERIAL FREE OF ROCK FORMATION AND OTHER FOREIGN FORMATIONS, AND CONSTRUCTED TO A UNIFORM GRADE AND LINE.
 - BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL, WELL TAMPED IN LAYERS NOT TO EXCEED 6 INCHES TO A HEIGHT OF 12 INCHES ABOVE PIPE AS SHOWN ON THE PLANS AND IN 12" LAYERS THEREAFTER. BACKFILL SHALL BE COMPACTED TO MINIMUM OF 98% OF THE MAXIMUM DENSITY (AASHTO T-180), ON EACH 12" LIFT
 - PROVIDE A MINIMUM PROTECTIVE COVER OF 18 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
 - THE CONTRACTOR SHALL NOTIFY THE APPLICABLE REGULATORY AUTHORITIES AT LEAST 24 HOURS PRIOR TO THE START OF THE CONSTRUCTION AND PRIOR TO INSPECTION.
 - WHENEVER IT IS NECESSARY, IN THE INTEREST OF SAFETY, TO BRACE THE SIDES OF A TRENCH, THE CONTRACTOR SHALL FURNISH, PUT IN PLACE AND MAINTAIN SUCH SHEETING OR BRACING AS MAY BE NECESSARY TO SUPPORT THE SIDES OF THE EXCAVATION TO ENSURE PERSONNEL SAFETY, AND TO PREVENT MOVEMENT WHICH CAN IN ANY WAY DAMAGE THE WORK OR ENDANGER ADJACENT STRUCTURES. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SEQUENCE, METHODS AND MEANS OF CONSTRUCTION, AND FOR THE IMPLEMENTATION OF ALL OSHA AND OTHER SAFETY REQUIREMENTS.

LEGEND



48 HOURS BEFORE DIGGING
 CALL TOLL FREE
 811 or 1-800-432-4770
 SUNSHINE STATE ONE CALL CENTER

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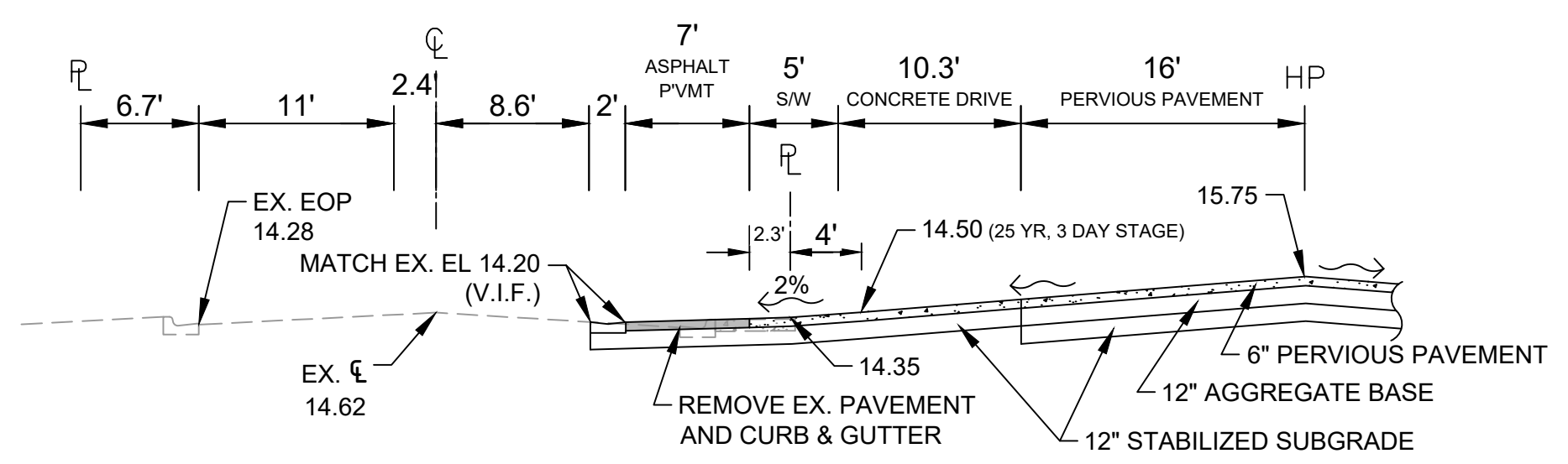
IBI GROUP (FLORIDA) INC
 1100 Park Central Boulevard South - Suite 3500
 Pompano Beach FL 33064 USA
 tel 954-974-2200 fax 954-973-2686
 ibigroup.com

LAKE WORTH STATION
 LAKE WORTH BEACH, FLORIDA
 PRELIMINARY PAVING, GRADING AND DRAINAGE PLAN

NOT FOR CONSTRUCTION

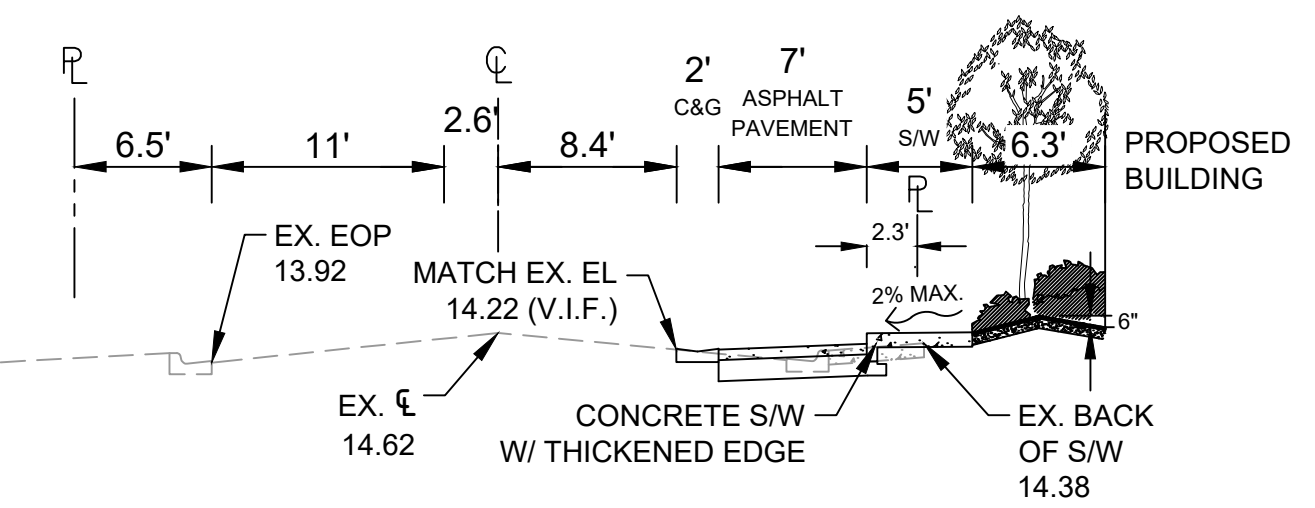
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| DESIGNED: CMP | PROJECT: 137767 |
| CHECKED: PFR | SHEET: C3.0 |
| DATE: 04/06/2022 | |

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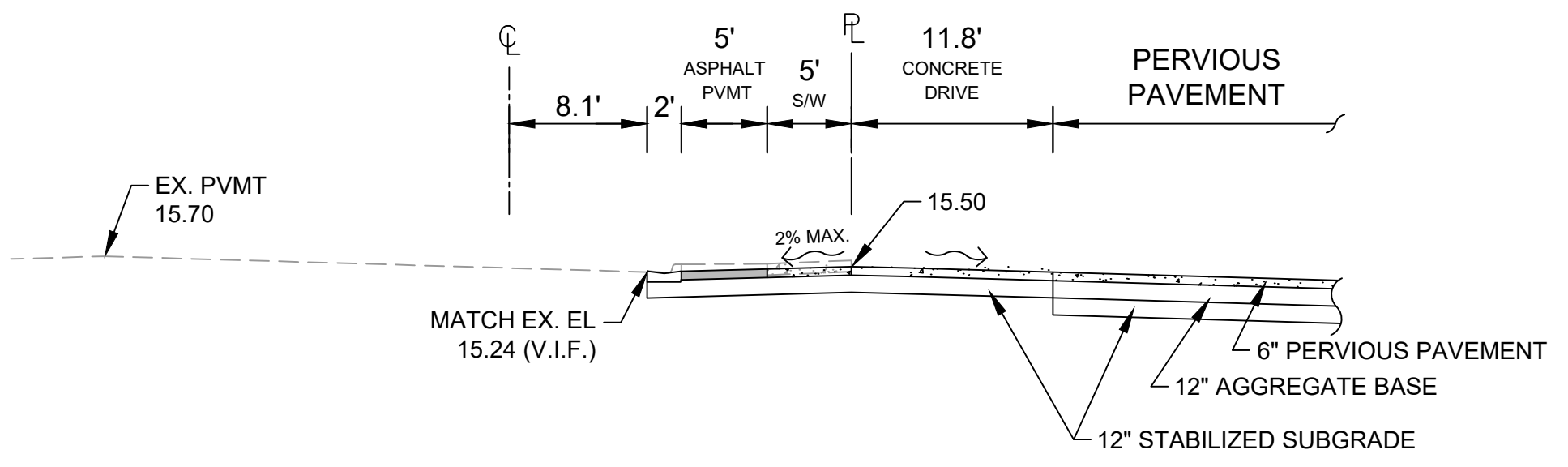


A TYPICAL SECTION
WEST SECTION

NOTE: CONCRETE SIDEWALK AND DRIVE WILL BE 6" THICK IN VEHICULAR ACCESS DRIVE.

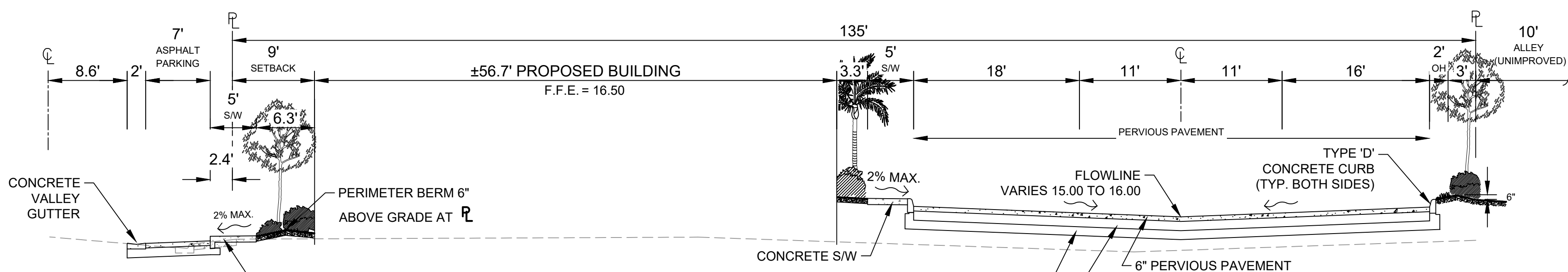


B TYPICAL SECTION
WEST SECTION

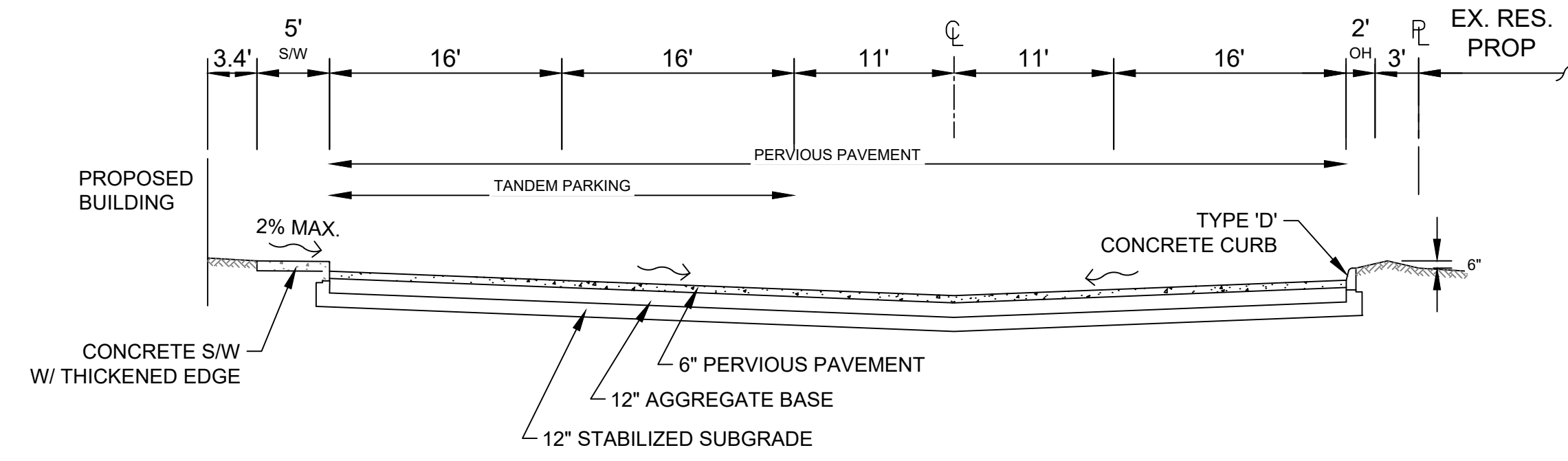


C TYPICAL SECTION
NORTH SECTION

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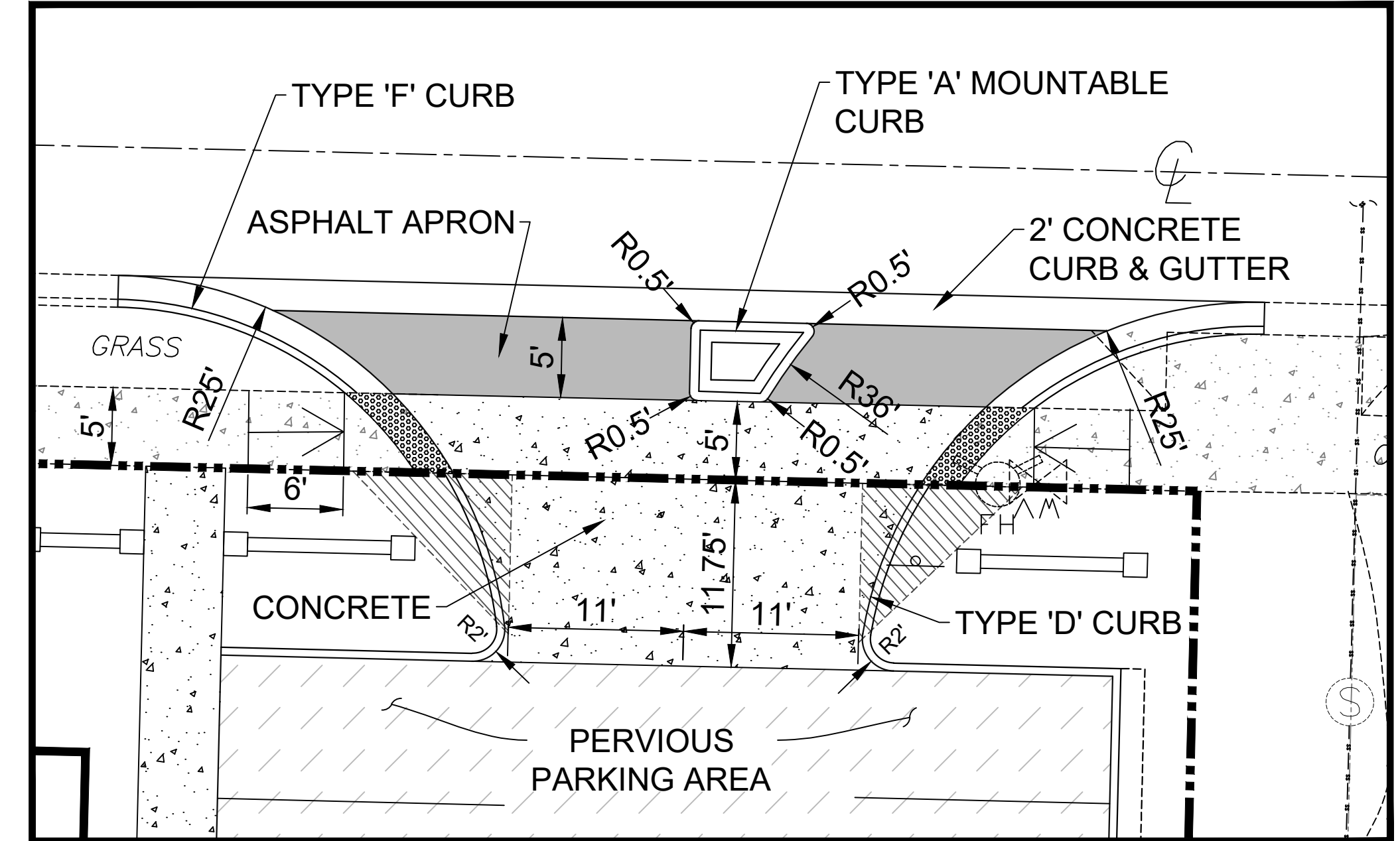
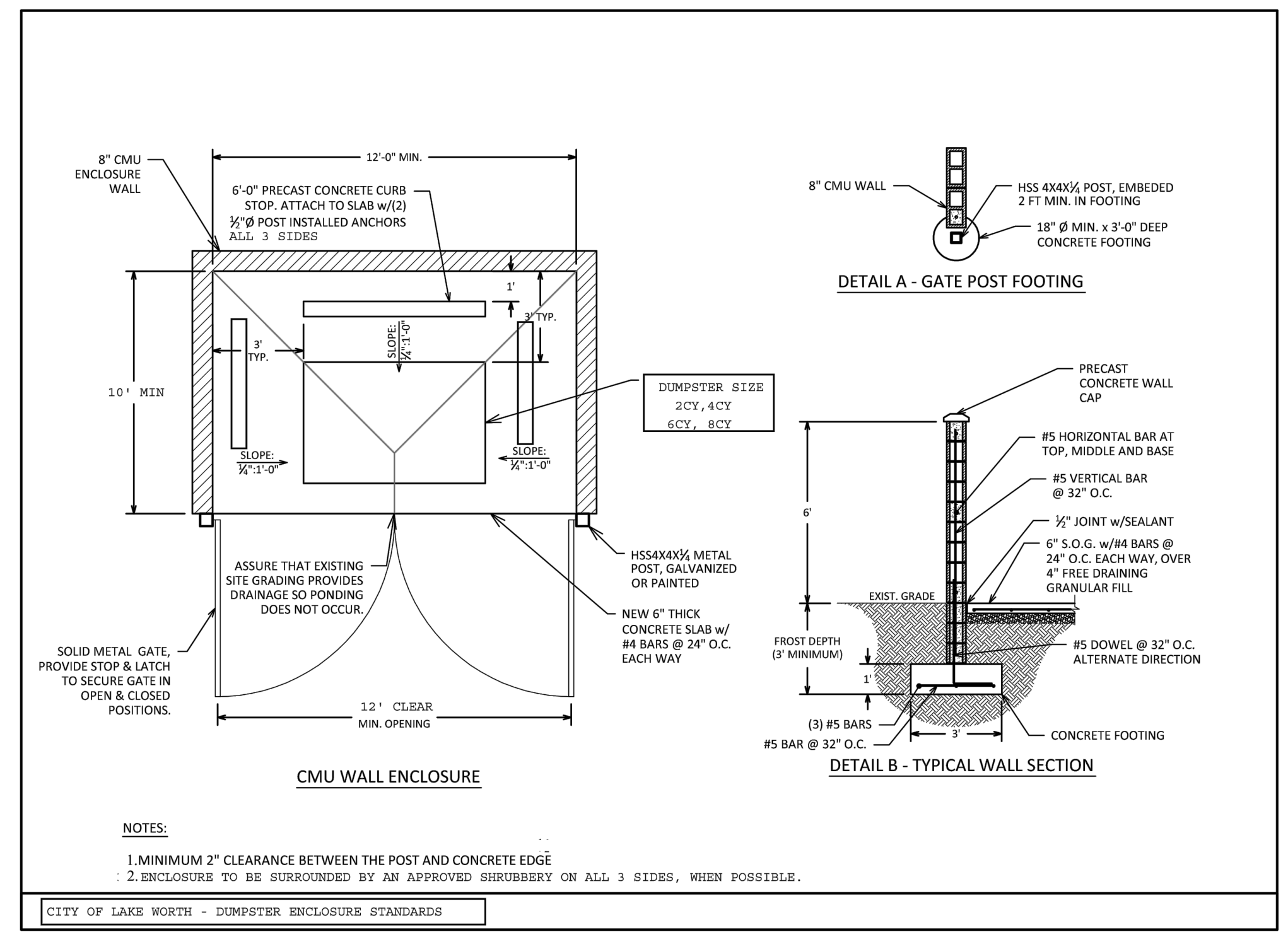


D TYPICAL SECTION
EAST-WEST CROSS-SECTION

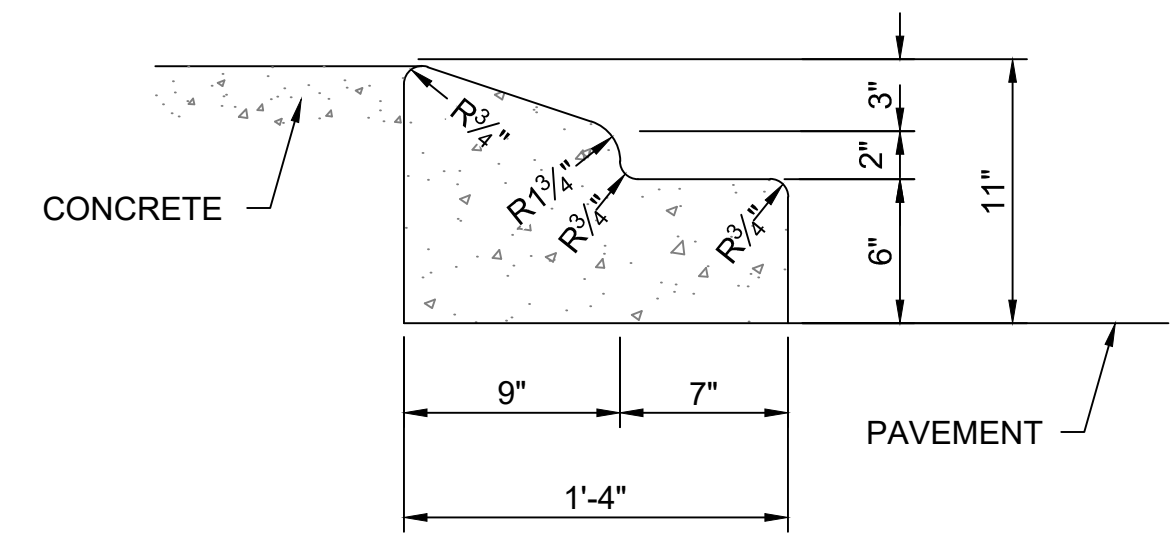


E TYPICAL SECTION
SOUTH SECTION

CMU DUMPSTER ENCLOSURE



10TH AVENUE N. ENTRANCE DETAIL

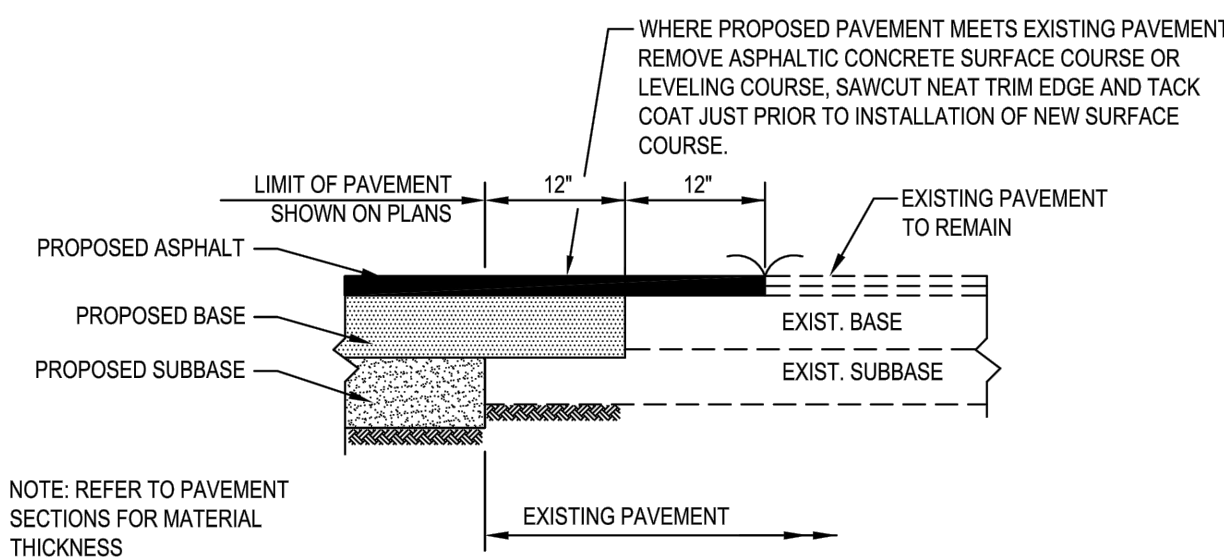


- NOTE:
- CONSTRUCTION JOINTS SHALL BE PLACED AT EQUAL SPACES (10' MAX.) BETWEEN NORMAL EXPANSION JOINTS. CONSTRUCTION JOINTS SHALL BE SAW CUT WITHIN 24 HRS. OF PLACEMENT.
 - FOR CURB & GUTTER CONSTRUCTED ADJACENT TO CONCRETE PAVEMENT, 1/2" EXPANSION JOINT MATERIALS SHALL BE PLACED BETWEEN THE EDGE OF GUTTER AND EDGE OF PAVEMENT.

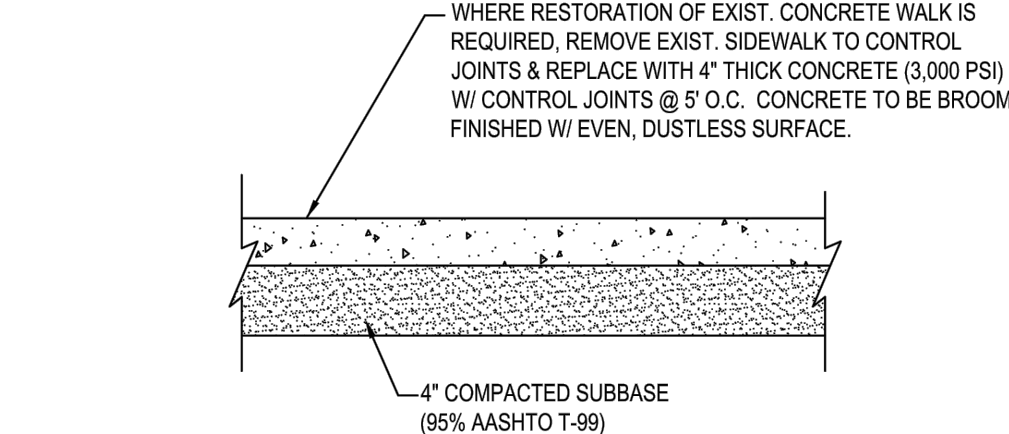
TYPE 'A' CURB DETAIL
N.T.S.

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| Revision / Submission | No. | Date | Comment |
| | | | |
| <p>IBI GROUP (FLORIDA) INC 1100 Park Central Boulevard South - Suite 3500 Pompano Beach FL 33064 USA tel 954-974-2200 fax 954-973-2686 ibigroup.com</p> | | | |
| <p>LAKE WORTH STATION LAKE WORTH BEACH, FLORIDA</p> | | | |
| <p>TYPICAL SECTIONS AND DETAILS</p> | | | |
| <p>NOT FOR CONSTRUCTION</p> | | | |
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| CHECKED: PFR | SHEET: C3.1 | DATE: 04/06/2022 | |

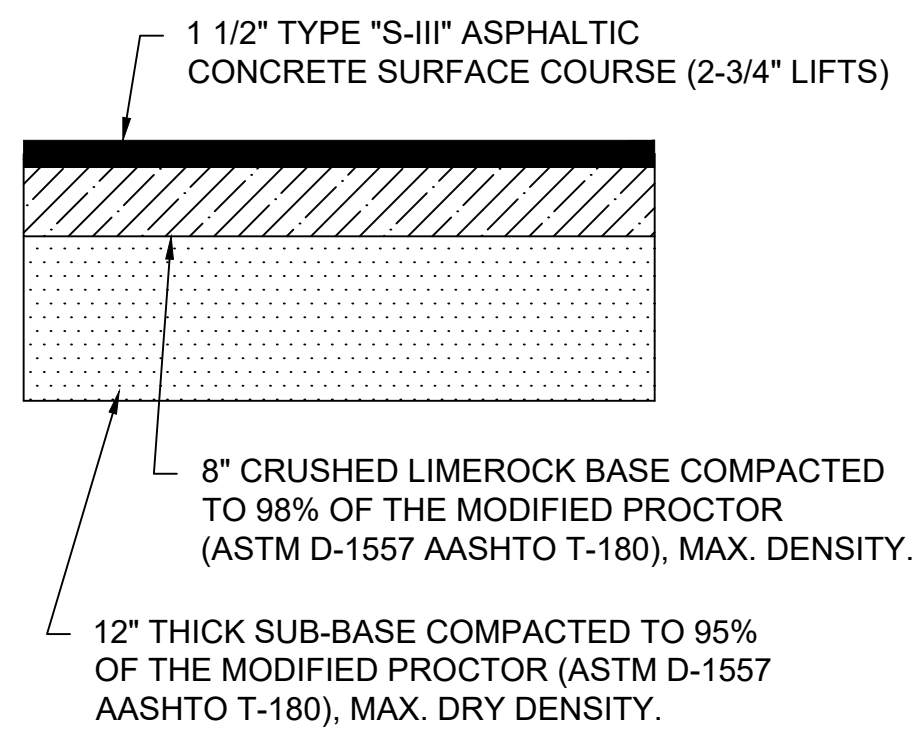
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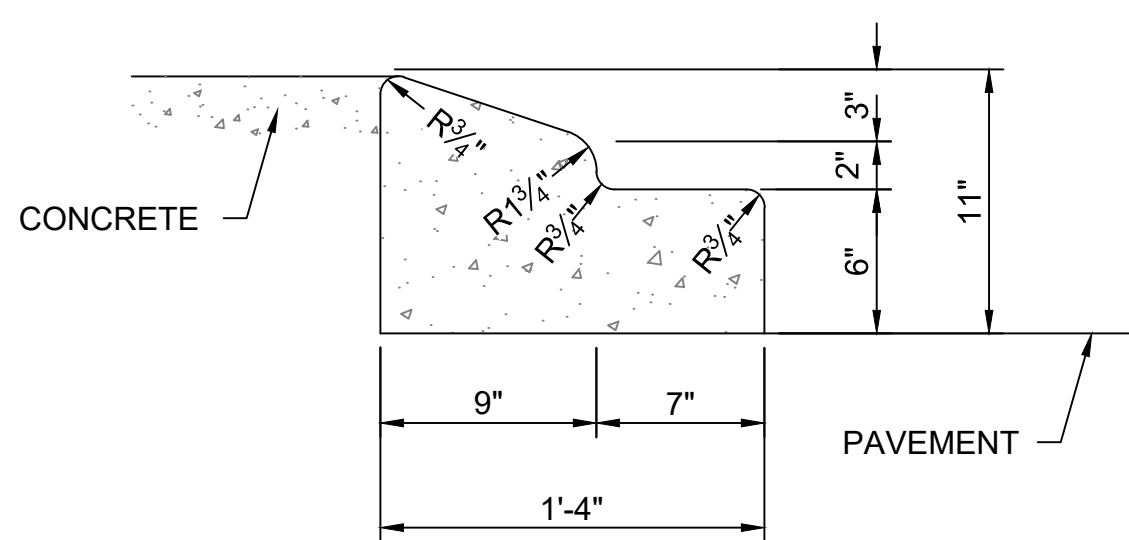
PAVEMENT RESTORATION DETAIL



CONCRETE SIDEWALK RESTORATION DETAIL
N.T.S.



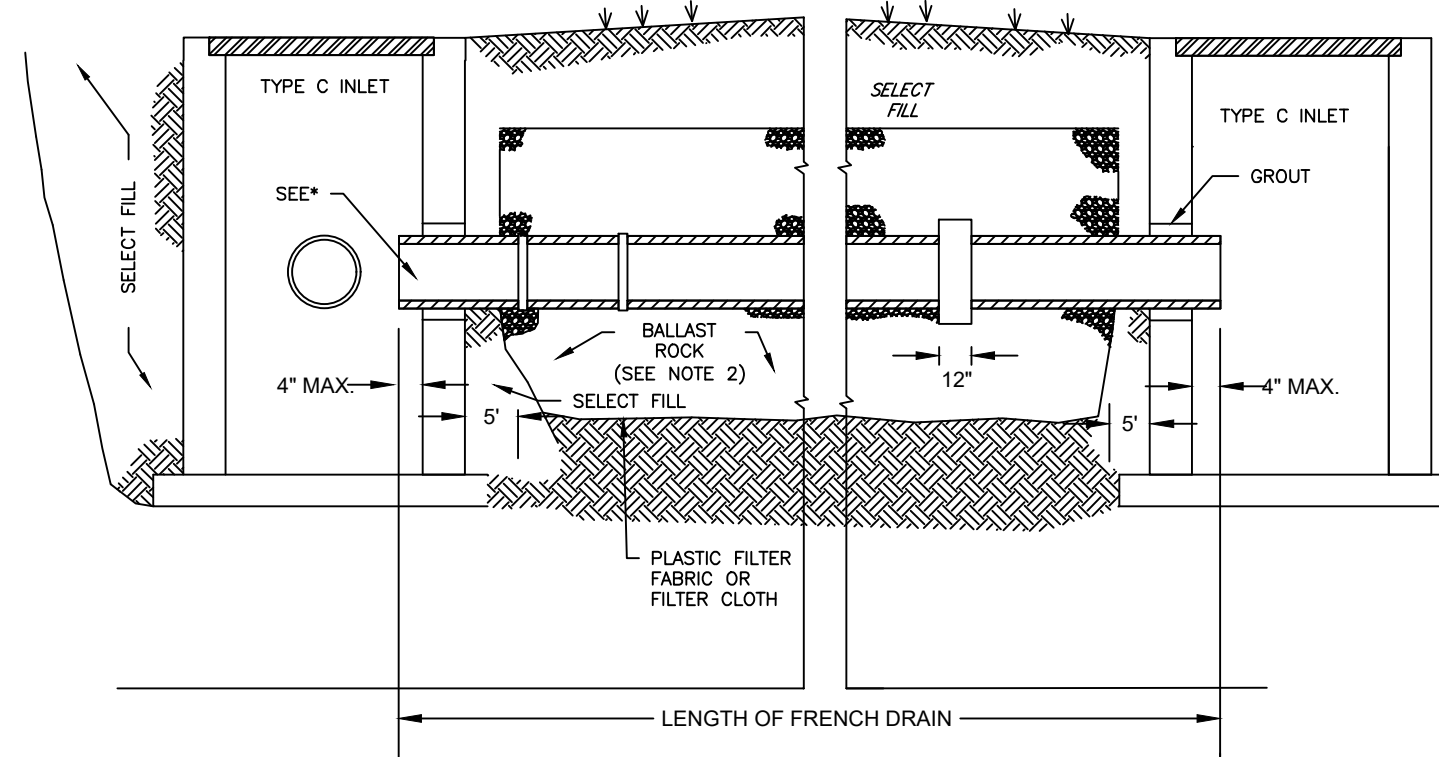
TYPICAL PAVEMENT SECTION
N.T.S.



NOTE:

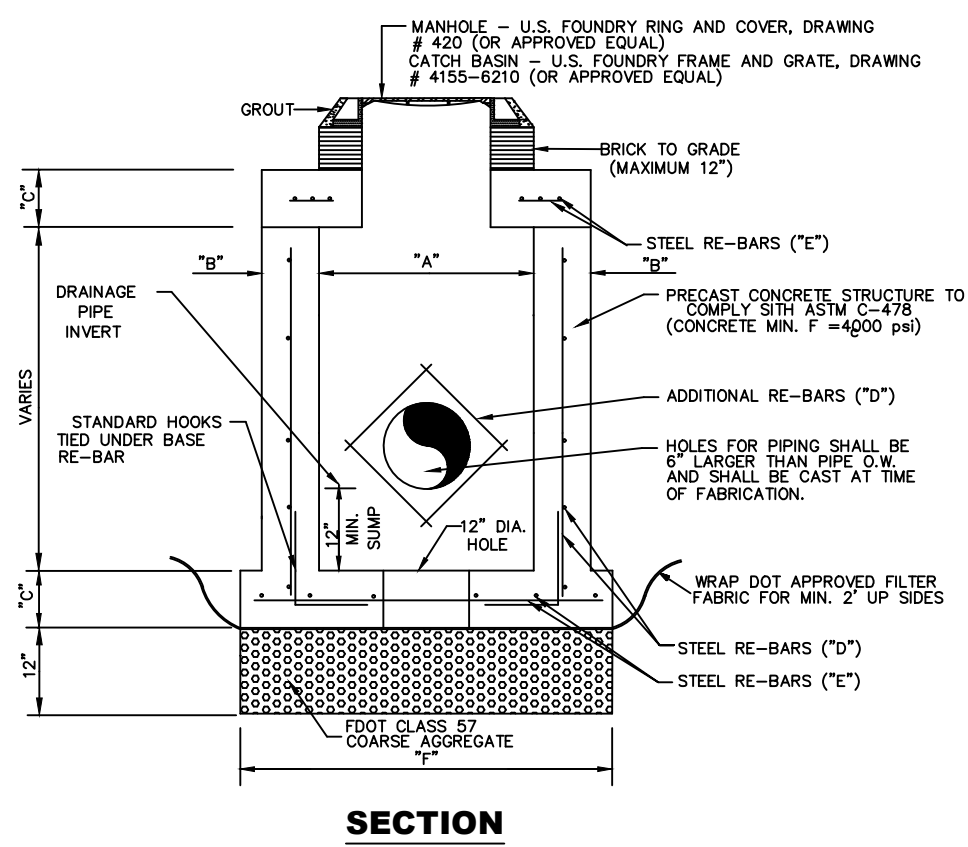
- CONSTRUCTION JOINTS SHALL BE PLACED AT EQUAL SPACES (10' MAX.) BETWEEN NORMAL EXPANSION JOINTS. CONSTRUCTION JOINTS SHALL BE SAW CUT WITHIN 24 HRS. OF PLACEMENT.
- FOR CURB & GUTTER CONSTRUCTED ADJACENT TO CONCRETE PAVEMENT, 1/2" EXPANSION JOINT MATERIALS SHALL BE PLACED BETWEEN THE EDGE OF GUTTER AND EDGE OF PAVEMENT.

TYPE 'A' CURB DETAIL
N.T.S.



LONGITUDINAL SECTION

- NOTES:
- PLASTIC FILTER FABRIC OR FILTER CLOTH (AT EA. SIDE, TOP AND BOTTOM) SHALL BE USED IN SANDY AREAS AS NOTED IN PLANS AND/OR AS DIRECTED BY THE ENGINEER.
 - IF BALLAST ROCK IS NOT PRE-WASHED, AFTER IT HAS BEEN PLACED TO THE PROPER ELEVATION, IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER IN ORDER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF IT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE BALLAST ROCK TO THE PROPER ELEVATION, SO THAT THE EXFILTRATION TRENCH BE COMPLETED IN ACCORDANCE WITH THE DETAILS.
 - INVERT ELEVATION TO BE AS SHOWN IN PLANS.
 - POLLUTION RETARDANT BAFFLE (PRB) REQUIRED AT EACH PIPE OPENING.

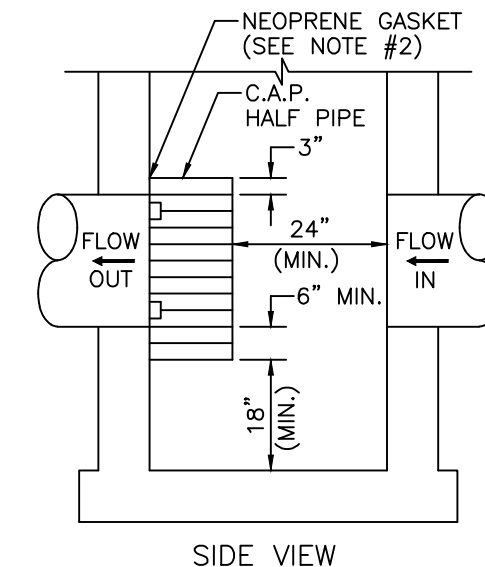


SECTION

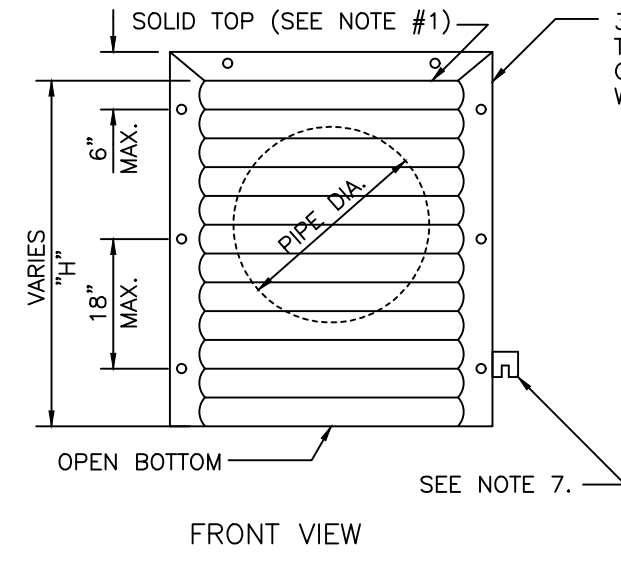
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|------|------|------------|-----|-----|-----|-----|-----|
| C-4 | M-4 | 4'-0" x 8' | 8' | 8' | 8" | 8" | 8" |
| C-5 | M-5 | 4'-0" x 8' | 8' | 10' | 8" | 8" | 8" |
| C-6 | M-6 | 6'-0" x 8' | 8' | 10' | 8" | 8" | 8" |
| C-7 | M-7 | 7'-0" x 8' | 8' | 10' | 8" | 8" | 8" |
| C-8 | M-8 | 8'-0" x 8' | 8' | 10' | 8" | 8" | 8" |

FOR CURB INLET: USE USF 5130-6168 FRAME AND GRATE (O.A.E.)
FOR DROP CURB: USE USF 5112-6143 FRAME AND GRATE (O.A.E.)

PRECAST DRAINAGE MANHOLE
OR CIRCULAR CATCH BASIN



SIDE VIEW



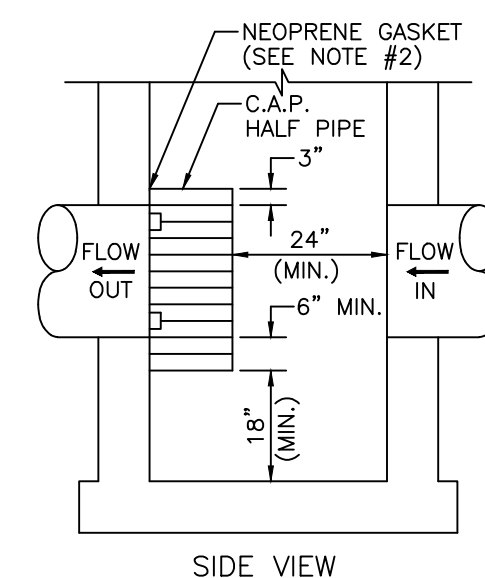
FRONT VIEW

| PIPE DIA. (IN) | W ¹ (IN) | W ² (IN) | T (GAUGE) | H (IN) |
|----------------|---------------------|---------------------|-----------|--------|
| 15" | 21" | 21" | 16 | VARIES |
| 18" | 24" | 24" | 16 | VARIES |
| 21" | 30" | 30" | 16 | VARIES |
| 24" | 30" | 36" | 16 | VARIES |
| 30" | 36" | 42" | 14 | VARIES |
| 36" | 42" | 48" | 14 | VARIES |
| 42" | 48" | 54" | 14 | VARIES |
| 48" | 54" | 60" | 14 | VARIES |
| 54" | 60" | 66" | 14 | VARIES |

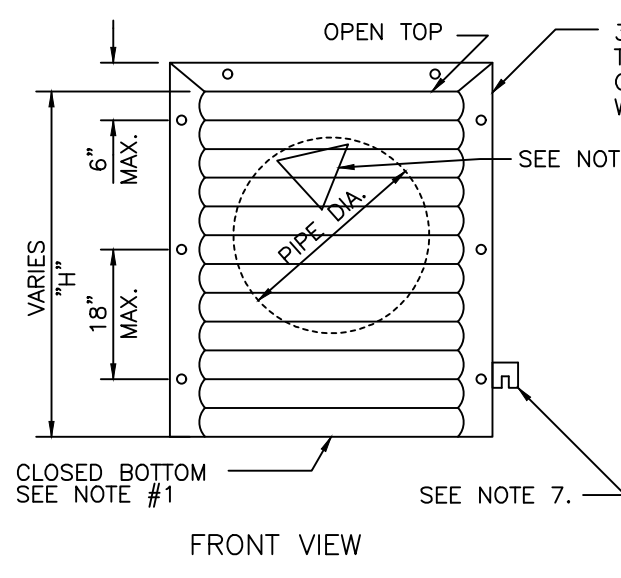
- RECTANGULAR STRUCTURE
- ROUND STRUCTURE

POLLUTION RETARDANT BAFFLE (PRB) DETAIL

- NOTES:
- ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
 - NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 3") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
 - POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 3/8" x 3" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
 - ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE (SEE EXFILTRATION TRENCH DETAIL). THE BOTTOM OF THE BAFFLE SHALL BE A MIN. OF 12" BELOW C.W.E.
 - FIBERGLASS BAFFLES ARE NOT PERMITTED.
 - MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.
 - FOR POLLUTION RETARDANT BASINS THE BOTTOM ELEVATION OF THE BAFFLE MUST BE A MINIMUM OF 2' BELOW THE CONTROL WATER ELEVATION.



SIDE VIEW



FRONT VIEW

| PIPE DIA. (IN) | W ¹ (IN) | W ² (IN) | T (GAUGE) | H (IN) |
|----------------|---------------------|---------------------|-----------|--------|
| 15" | 21" | 21" | 16 | VARIES |
| 18" | 24" | 24" | 16 | VARIES |
| 21" | 30" | 30" | 16 | VARIES |
| 24" | 30" | 36" | 16 | VARIES |
| 30" | 36" | 42" | 14 | VARIES |
| 36" | 42" | 48" | 14 | VARIES |
| 42" | 48" | 54" | 14 | VARIES |
| 48" | 54" | 60" | 14 | VARIES |
| 54" | 60" | 66" | 14 | VARIES |

- RECTANGULAR STRUCTURE
- ROUND STRUCTURE

CONTROL BAFFLE DETAIL

- NOTES:
- ALUMINUM SHEET OF SAME THICKNESS (GAUGE) AS PIPE SHALL BE WELDED TO CLOSE OPENING AT THE TOP.
 - NEOPRENE ADHESIVE BACKED GASKET, OR APPROVED EQUAL (1" x 3") SHALL BE INSTALLED ON THE SIDES AND TOP OF ALL BAFFLES.
 - POLLUTION RETARDANT BAFFLE TO BE FASTENED IN PLACE WITH 3/8" x 3" STAINLESS STEEL "RED HEADS", OR APPROVED EQUAL.
 - ALL EXFILTRATION TRENCHES SHALL HAVE A POLLUTION RETARDANT BAFFLE AT EACH CONNECTION POINT TO A STRUCTURE (SEE EXFILTRATION TRENCH DETAIL). THE BOTTOM OF THE BAFFLE SHALL BE A MIN. OF 12" BELOW C.W.E.
 - FIBERGLASS BAFFLES ARE NOT PERMITTED.
 - MOUNTING BRACKETS MAY BE ADDED TO FLAT BARS TO EASE INSTALLATION IN ROUND STRUCTURES. SPACING TO MATCH HOLES IN FLAT BARS.
 - FOR POLLUTION RETARDANT BASINS THE BOTTOM ELEVATION OF THE BAFFLE MUST BE A MINIMUM OF 2' BELOW THE CONTROL WATER ELEVATION.
 - 6" INVERTED TRIANGLE BLEEDER INV. ELEV. 12.00 NAVD.

EXFILTRATION TRENCH DETAIL

48 HOURS BEFORE DIGGING
CALL TOLL FREE
811 or 1-800-432-4770
SUNSHINE STATE ONE CALL CENTER

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| DESIGNED: CMP | PROJECT: 137767 |
| CHECKED: PFR | SHEET: C3.2 |
| DATE: 04/06/2022 | |

IBI GROUP (FLORIDA) INC
1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064 USA
tel 954-974-2200 fax 954-973-2686
ibigroup.com

LAKE WORTH STATION
LAKE WORTH BEACH, FLORIDA
PAVING, GRADING AND DRAINAGE DETAILS

NOT FOR CONSTRUCTION

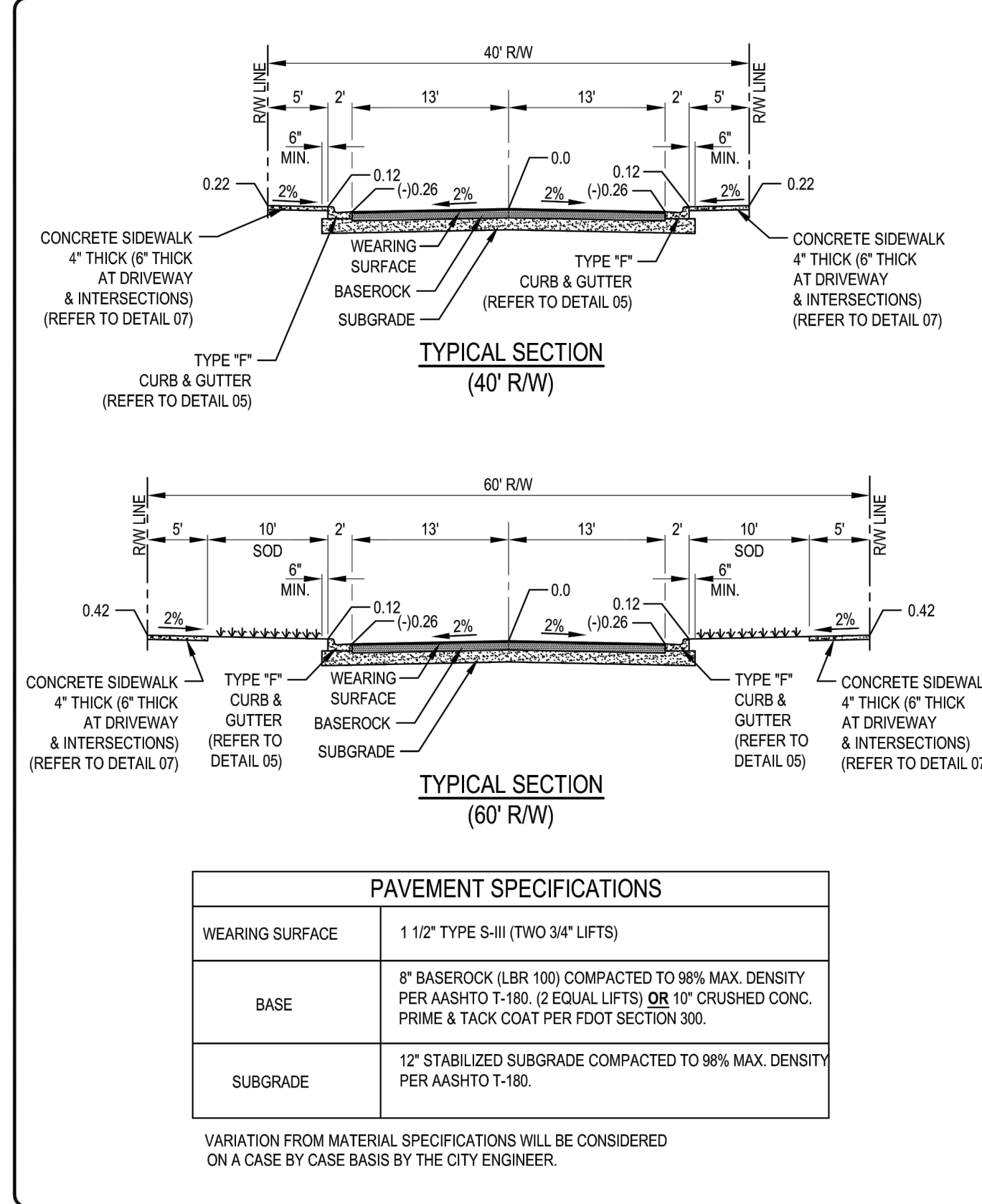
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REVISION/ SUBMISSION
No. Date Comment
1 06/15/2022 REVISED PER SRT #1
LANDSCAPE LC #R000270
ENGINEER'S CERT. OF AUTH. #2960

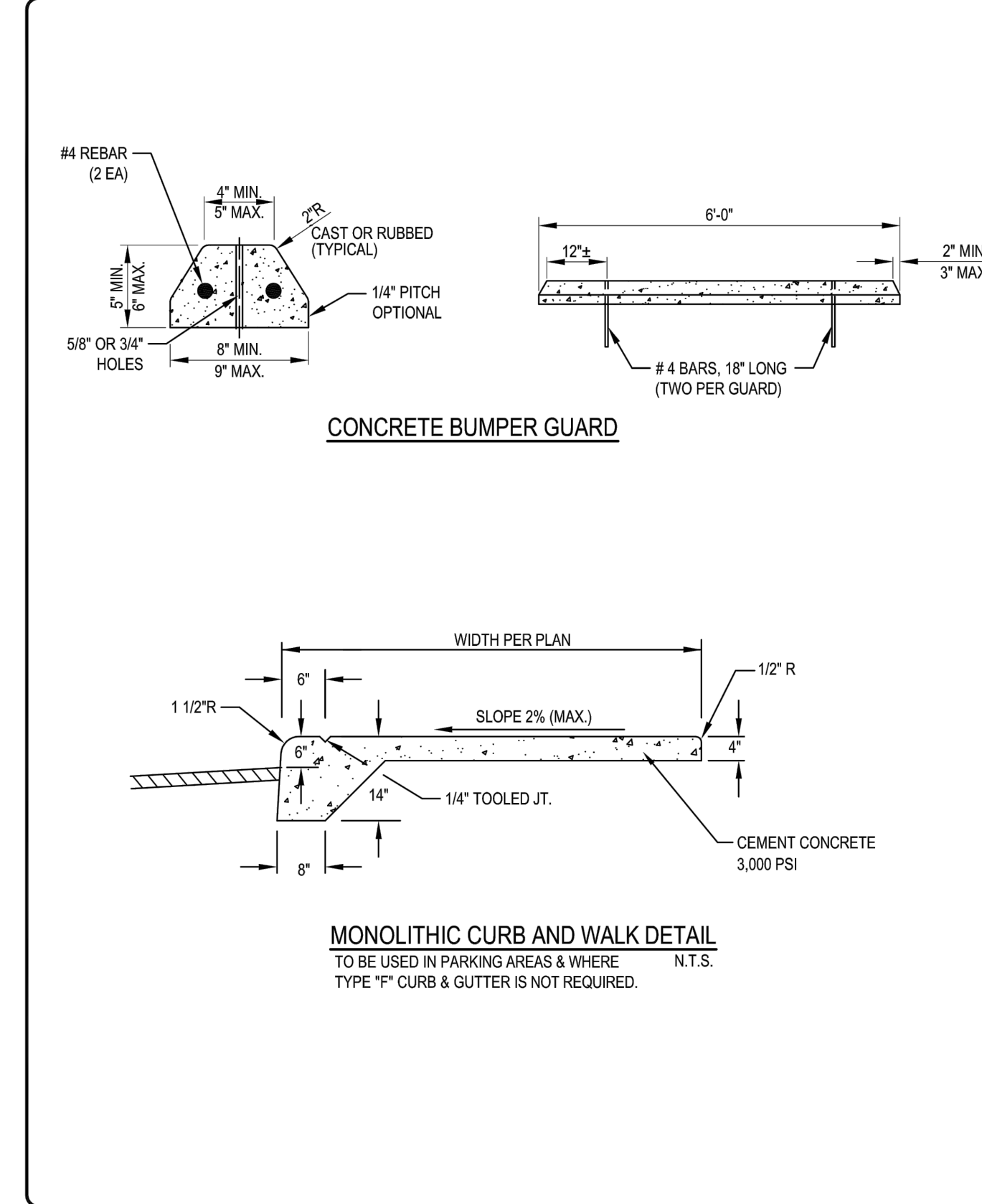
GENERAL NOTES

- EXISTING UTILITIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING ALL UTILITY COMPANIES AND "SUNSHINE STATE ONE CALL OF FLORIDA, INC." TO LOCATE ALL EXISTING UTILITIES WITHIN THE CONSTRUCTION AREA PRIOR TO CONSTRUCTION. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES DURING CONSTRUCTION AND RESETTING UTILITIES TO NEW GRADE AND SLOPE WITHIN THE LIMITS OF CONSTRUCTION.
- SAFETY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLYING WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT, THE FLORIDA UNDERGROUND FACILITY DAMAGE PREVENTION AND SAFETY ACT, AND ALL APPLICABLE O.S.H.A. REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING ALL NECESSARY PRECAUTIONS WHEN WORKING IN THE VICINITY OF OVERHEAD ELECTRICAL LINES.
- MAINTENANCE OF TRAFFIC. CONTRACTOR SHALL PROVIDE MAINTENANCE OF TRAFFIC (MOT) PLANS, PREPARED BY A WORK SITE TRAFFIC SUPERVISOR AS CERTIFIED BY THE AMERICAN TRAFFIC SAFETY ASSOCIATION, PRIOR TO COMMENCING CONSTRUCTION WITHIN CITY OF LAKE WORTH RIGHT-OF-WAY.
- ACCESS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING SAFE VEHICULAR AND PEDESTRIAN ACCESS AT ALL TIMES.
- WARRANTY. ALL WORK, MATERIALS, OR EQUIPMENT SHALL BE WARRANTED FOR A MINIMUM OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH. AGAINST DEFECTIVE MATERIALS AND/OR WORKMANSHIP. ALL WORK FOUND TO BE DEFECTIVE WILL BE REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE CITY OF LAKE WORTH.
- SHOP DRAWINGS. THE CONTRACTOR SHALL PROVIDE A MINIMUM OF SEVEN (7) COPIES (IF REQUIRED) OF SHOP DRAWINGS, PRODUCT DATA, MATERIAL SPECIFICATIONS AND OTHER INFORMATION REGARDING CONSTRUCTION MATERIALS AND STRUCTURES AS REQUESTED BY THE ENGINEER OF RECORD OR THE CITY OF LAKE WORTH. SHOP DRAWINGS MUST BE NEWLY PREPARED INFORMATION DRAWN TO ACCURATE SCALE. STANDARD INFORMATION PREPARED WITHOUT SPECIFIC REFERENCE TO THE PROJECT WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. SHOP DRAWINGS SHALL BE SUBJECT TO THE FOLLOWING:
 - BY SUBMITTAL OF ANY SHOP DRAWING OR CATALOG DATA, BEARING AN APPROVAL STAMP, THE CONTRACTOR REPRESENTS THAT IT HAS DETERMINED AND VERIFIED ALL FIELD MEASUREMENTS, FIELD CONSTRUCTION CRITERIA, MATERIALS, DIMENSIONS, CATALOG NUMBERS AND SIMILAR DATA, OR WILL DO SO, AND THAT IT HAS CHECKED AND COORDINATED EACH ITEM WITH OTHER APPLICABLE APPROVED SHOP DRAWINGS AND THE CONTRACT REQUIREMENTS.
 - SHOP DRAWINGS AND CATALOG DATA SUBMITTED WITHOUT THE CONTRACTOR'S STAMP OF APPROVAL WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW. APPROVAL OF SHOP DRAWINGS, SAMPLES, OR CATALOG DATA BY THE ENGINEER OF RECORD OR THE CITY OF LAKE WORTH SHALL NOT AUTHORIZE ANY DEVIATION FROM THE REQUIREMENTS OF THE CONTRACT DOCUMENTS.
 - ANY PROPOSED SUBSTITUTE OR EQUAL TO THAT SHOWN ON THE CONTRACT DOCUMENTS SHALL BE ACCOMPANIED BY CALCULATIONS SUBSTANTIATING EQUIVALENCY. SHOP DRAWINGS WITH SUBSTITUTE MATERIALS NOT ACCOMPANIED BY CALCULATIONS WILL BE RETURNED WITHOUT REVIEW.
 - THE CONTRACTOR SHALL CONFIRM COMPATIBILITY OF PIPE SLOPES AND INVERTS DURING THE SHOP DRAWING AND MATERIALS ORDERING PHASE OF THE PROJECT AND ADVISE THE ENGINEER OF RECORD IN WRITING OF ANY DISCREPANCIES.
 - INDIVIDUAL SHOP DRAWINGS FOR ALL PRECAST STRUCTURES ARE REQUIRED. CATALOG LITERATURE WILL NOT BE ACCEPTED FOR PRECAST STRUCTURES.
- FIELD REVIEWS. THE CONTRACTOR SHALL PROVIDE NOTIFICATION, 48 HOURS (MIN.) PRIOR TO ANY REQUIRED FIELD REVIEWS OR INSPECTIONS AND SHALL SUPPLY ALL NECESSARY EQUIPMENT, LABOR, AND MATERIALS FOR INSPECTION AND/OR TEST. ALL WORK SHALL BE OPEN AND SUBJECT TO REVIEW AND/OR INSPECTION BY AUTHORIZED PERSONNEL OF THE CITY OF LAKE WORTH AND THE ENGINEER OF RECORD.
- DENSITY TESTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TESTING TO ENSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED FOR ALL SUBGRADE, BASE MATERIAL, WEARING SURFACE, AND ALL OTHER AREAS WHERE COMPACTION REQUIREMENTS ARE SPECIFIED. ALL TEST RESULTS SHALL BE SIGNED & SEALED BY A FLORIDA LICENSED PROFESSIONAL ENGINEER AND COPIES SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE CITY OF LAKE WORTH.
- RESULTS. THE CONTRACTOR SHALL NOT COMMENCE CONSTRUCTION PRIOR TO RECEIPT OF ALL APPLICABLE PERMITS AND APPROVALS INCLUDING AN APPROVED MAINTENANCE OF TRAFFIC PLAN. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE REQUIREMENTS OF THE PERMITS AND AGENCY APPROVALS.
- EROSION CONTROL. ALL EROSION CONTROL MEASURES SHALL BE INSTALLED IN ACCORDANCE WITH FDOT INDICES 102, 103 AND 106. THE FDEP NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) GENERAL PERMIT (IF APPLICABLE), AND THE STORMWATER POLLUTION PREVENTION PLAN (SWPPP), FILTER FABRIC, HAY BALES OR ROCK BAGS SHALL BE INSTALLED IN EACH INLET THROUGHOUT THE CONSTRUCTION PERIOD. A SOIL TRACKING PREVENTION DEVICE (STPD) SHALL BE INSTALLED AT ALL UNSTABILIZED CONSTRUCTION ACCESS POINTS, PER FDOT INDEX NO. 106.
- STORM DRAINAGE. ALL STORM DRAINAGE PIPE JOINTS SHALL BE WRAPPED IN FILTER FABRIC PER FDOT STANDARD INDEX NO. 280. ALL DRAINAGE STRUCTURES SHALL CONFORM TO THE REQUIREMENTS OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL GATES SHALL BE REQUIRED TO THE STRUCTURES WITH AN EYE-BOLT AND CHAIN. ALL STORM DRAINAGE SHALL BE FREE OF SLT AND SEDIMENT AT THE TIME OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH.
- DEWATERING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND COMPLYING WITH ANY DEWATERING PERMITS AND/OR APPROVALS NECESSARY FOR CONSTRUCTION. NO WATER FROM DEWATERING MEASURES SHALL BE DISCHARGED OFF-SITE. ALL DISCHARGE SHALL BE CONTAINED IN ON-SITE SEDIMENT BASINS.
- SIDEWALKS. ALL SIDEWALKS SHALL BE CONSTRUCTED TO MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE, CHAPTER 11 - FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL CURB RAMPS SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 304 AND THE REQUIREMENTS OF THE FLORIDA BUILDING CODE. ALL WALKWAYS CROSSING VEHICULAR AREAS SHALL HAVE A DETECTABLE WARNING SURFACE (TRUNCATED CONES) IN ACCORDANCE WITH FDOT STANDARD INDEX NO. 304 AND THE FLORIDA BUILDING CODE, CHAPTER 11 - ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION. ALL SIDEWALKS SHALL BE BROOM FINISHED WITH AN EVEN, DUSTLESS SURFACE AND SHALL BE FREE OF CRACKS AT THE TIME OF FINAL ACCEPTANCE BY THE CITY OF LAKE WORTH.
- PAVEMENT. WHERE FULL DEPTH PAVEMENT REPLACEMENT IS SPECIFIED, EXISTING BASEROCK MAY NOT BE RE-USED, HOWEVER IT MAY BE UTILIZED AS SUBGRADE STABILIZATION MATERIAL. ALL SUBGRADE SHALL BE FREE OF MUCK, ROOTS, UNDERBRUSH, VEGETATIVE MATTER, GARBAGE, TRASH, OR ANY OTHER UNSUITABLE MATERIALS. BASEROCK AND ASPHALT SHALL BE PLACED IN MULTIPLE LIFTS AND SHALL BE PLACED IN ACCORDANCE WITH THE APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. SMALL LIFT OF ASPHALT SHALL PROVIDE A UNIFORM FINISH AND SHALL BE PLACED TO CORRECT MINOR IMPERFECTIONS IN THE FIRST LIFT AND TO PROVIDE POSITIVE DRAINAGE FOR THE ROADWAY.
- SIGNING AND PAVEMENT MARKING. ALL PAVEMENT MARKINGS WITHIN CITY OF LAKE WORTH RIGHT-OF-WAY SHALL BE THERMOPLASTIC. THERMOPLASTIC SHALL NOT BE INSTALLED ON PAVEMENT UNTIL A MINIMUM OF FIVE CALENDAR DAYS AFTER THE FINAL LIFT OF ASPHALT HAS BEEN COMPLETED. BLUE/WHITE REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE INSTALLED TO INDICATE THE LOCATION OF ALL FIRE HYDRANTS.

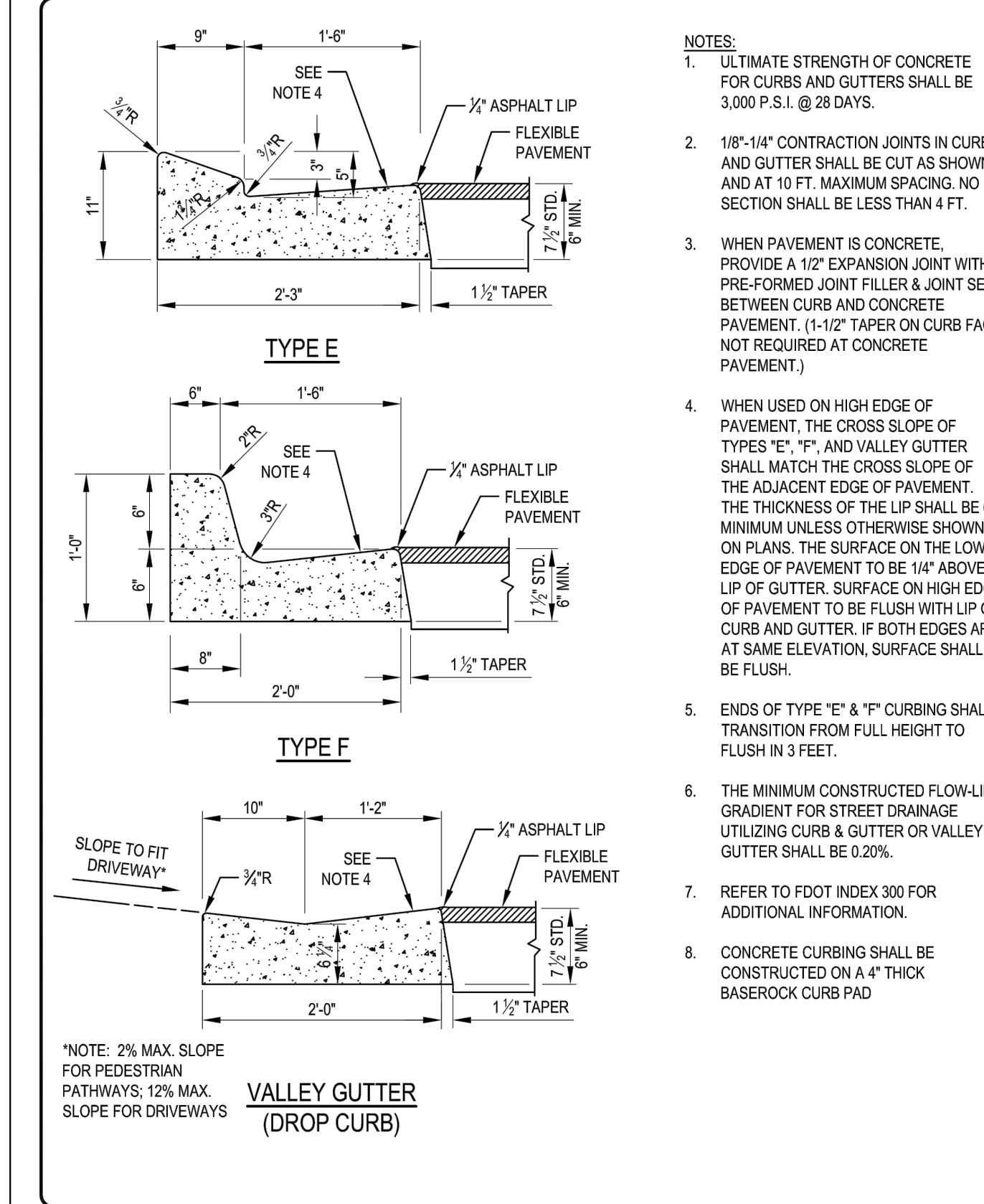
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 GENERAL NOTES
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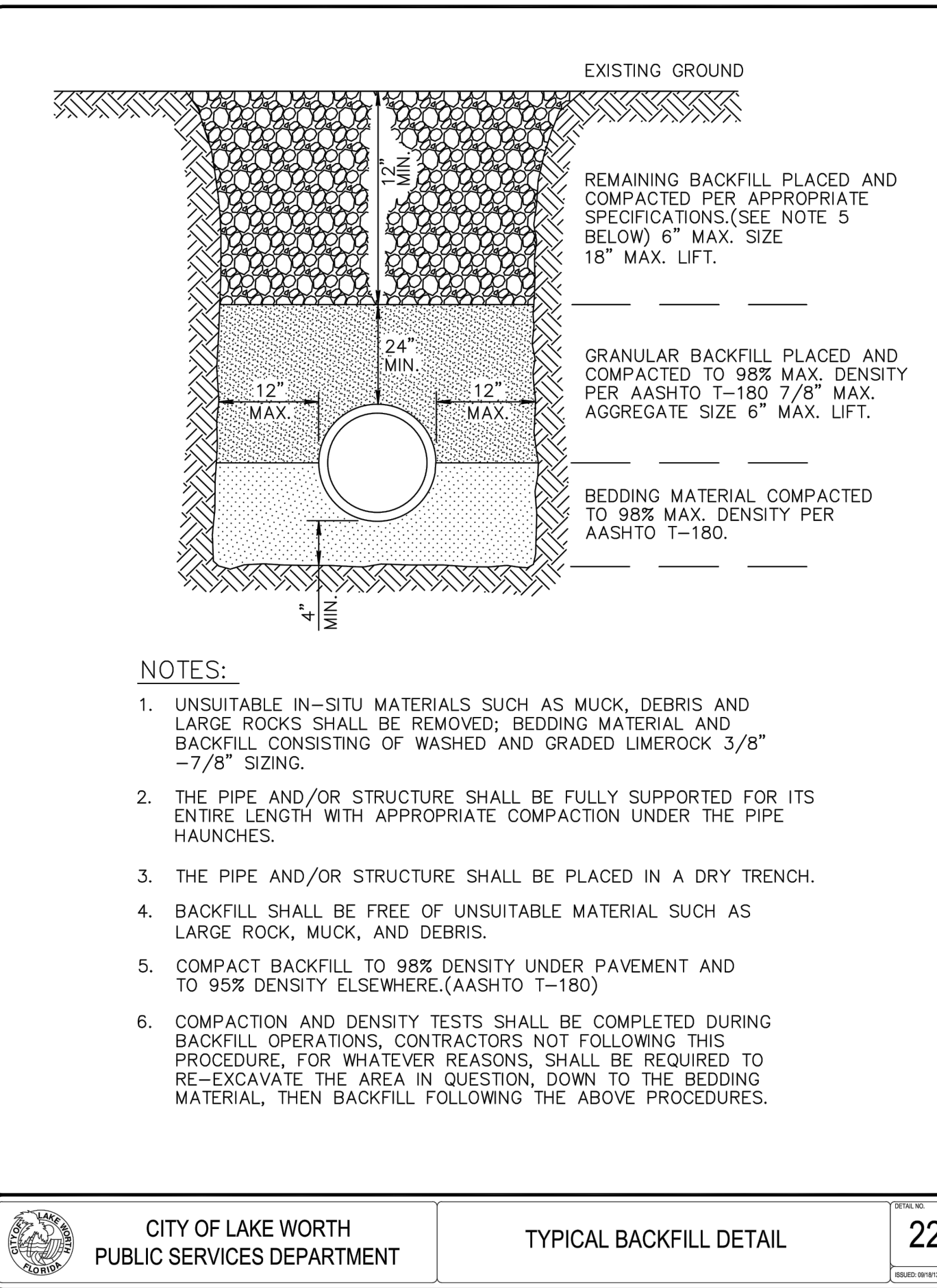
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 TYPICAL RIGHT-OF-WAY SECTIONS
 02



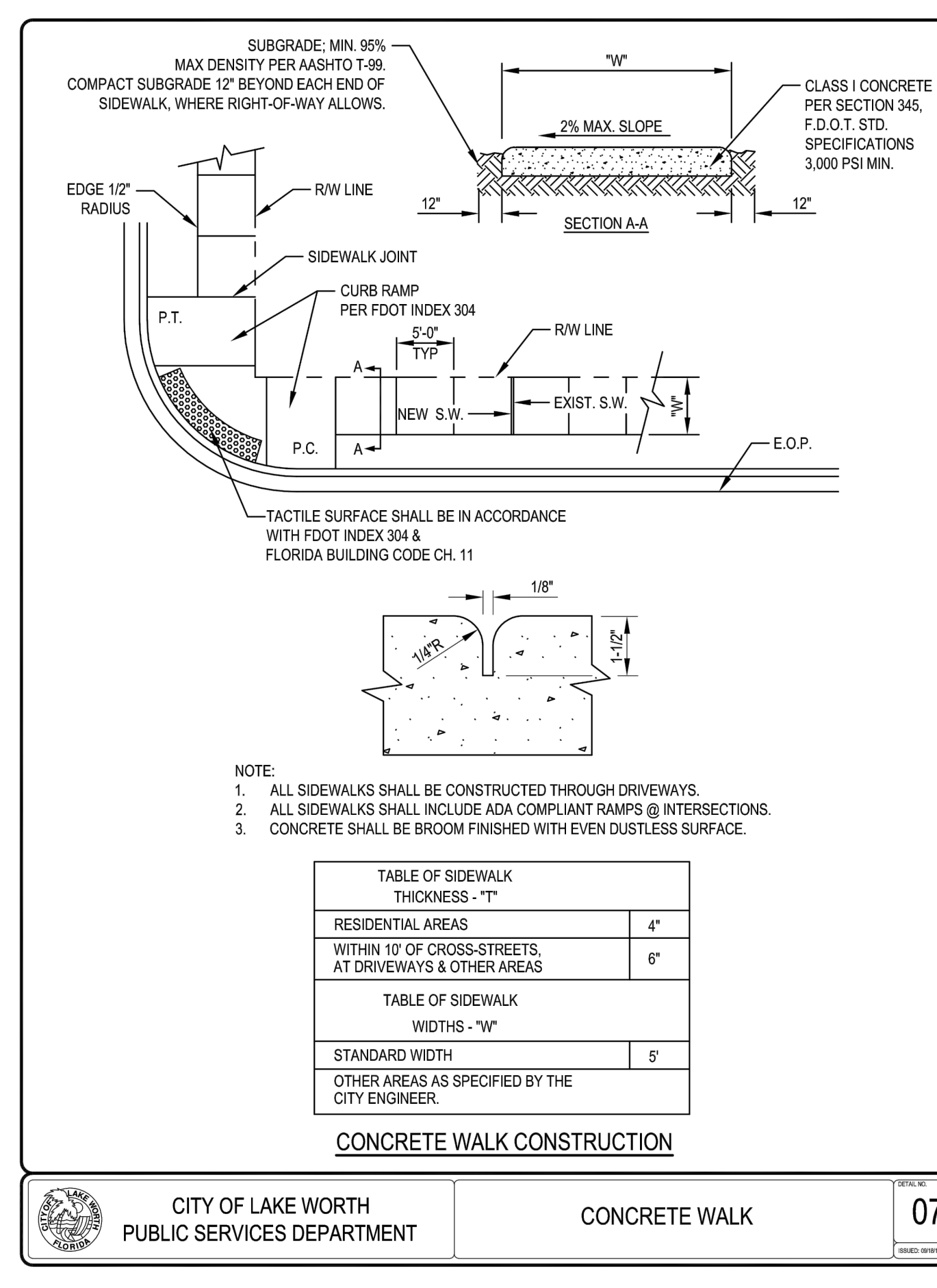
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 CONCRETE BUMPER GUARD AND MONOLITHIC CURB AND WALK
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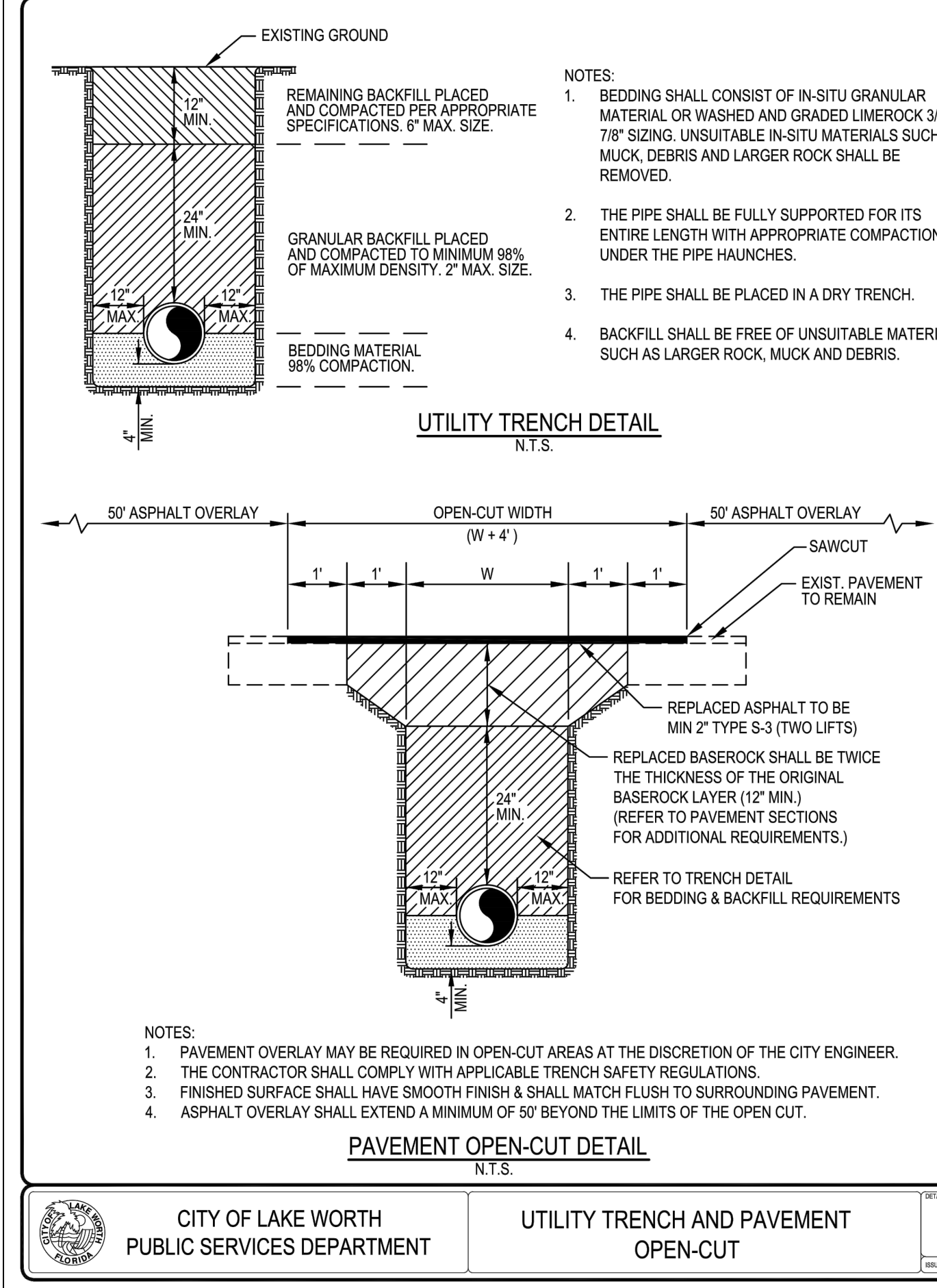
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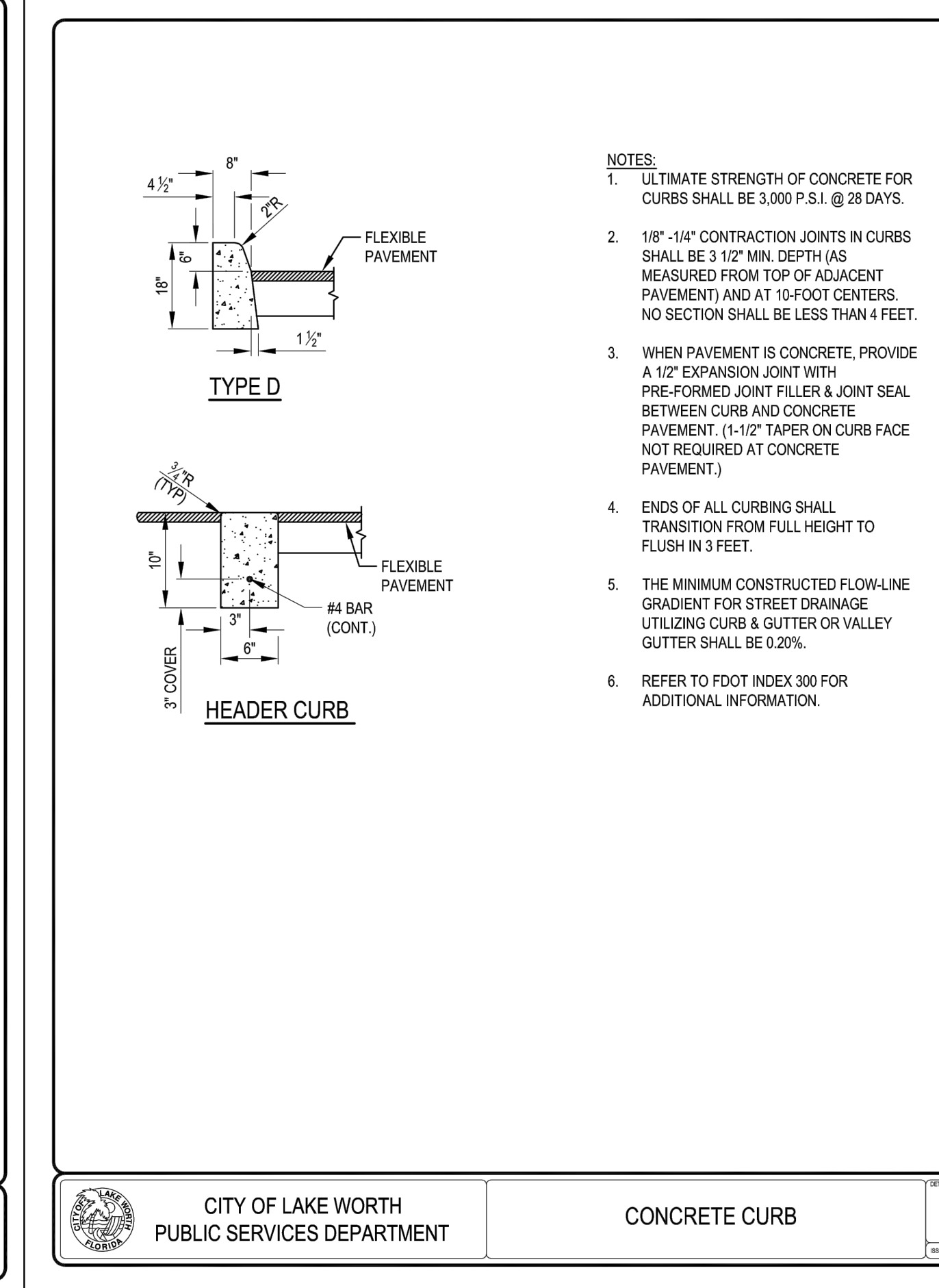
CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 TYPICAL BACKFILL DETAIL
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CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 CONCRETE WALK
 07



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 UTILITY TRENCH AND PAVEMENT OPEN-CUT
 21



CITY OF LAKE WORTH PUBLIC SERVICES DEPARTMENT
 CONCRETE CURB
 06

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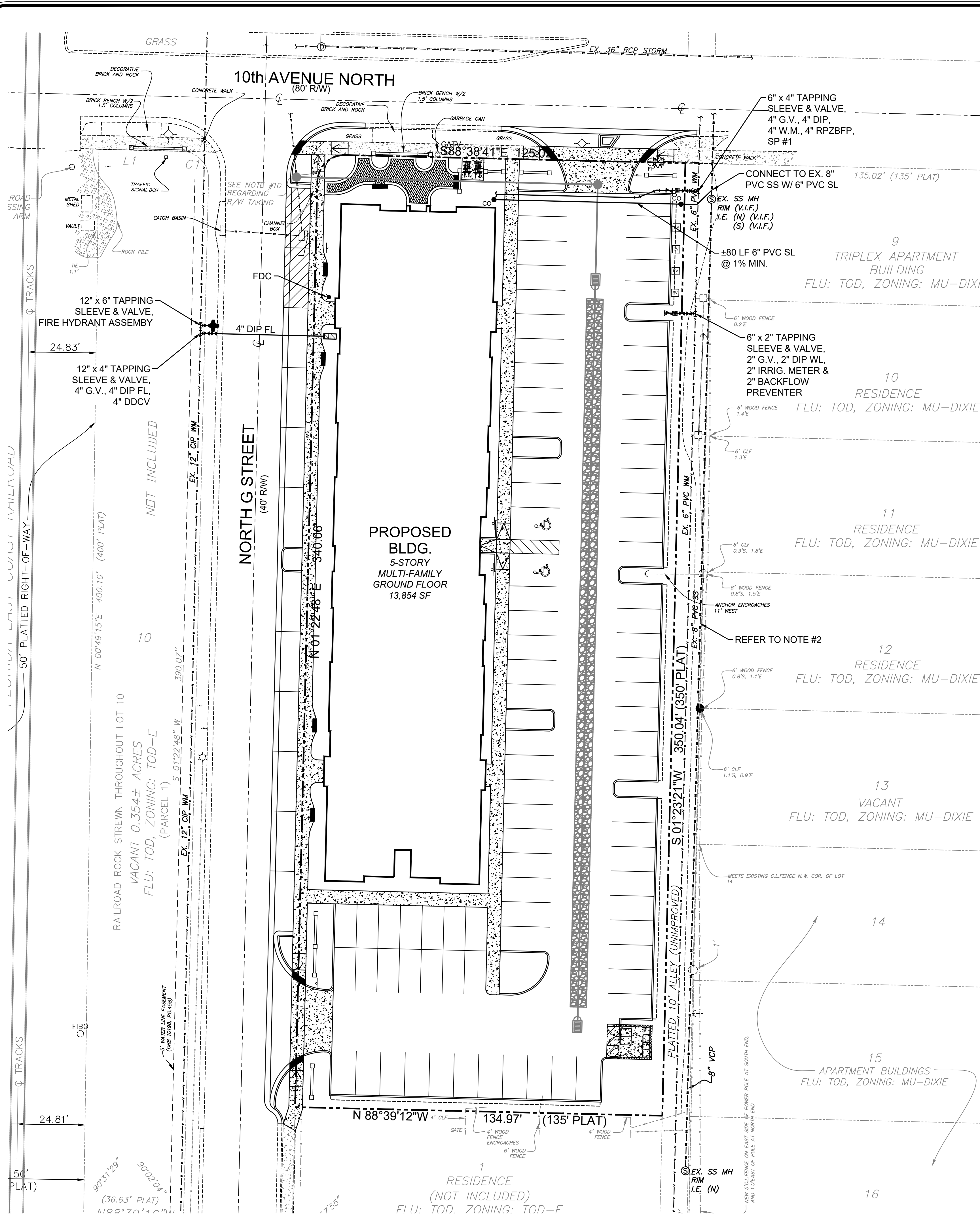
PAVING, GRADING AND DRAINAGE DETAILS

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| DESIGNED: CMP | PROJECT: 137767 |
| CHECKED: PFR | SHEET: C3.3 |
| DATE: 04/06/2022 | |

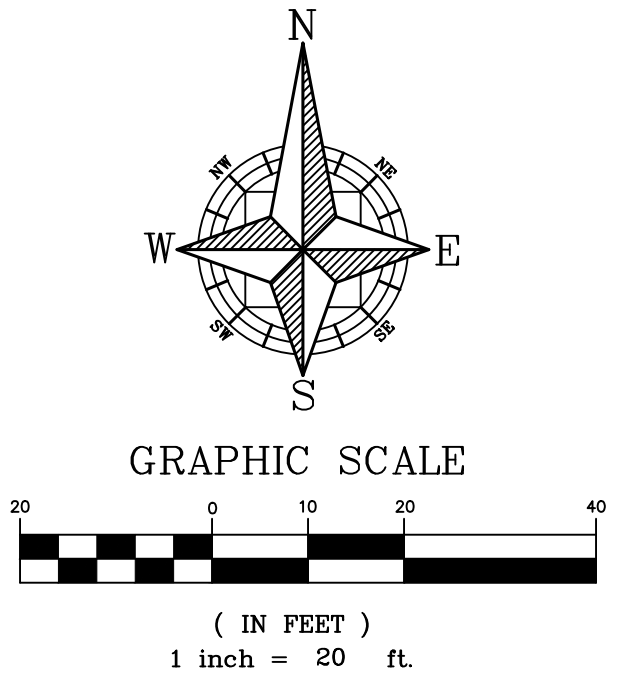
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LEGEND

- SANITARY SEWER LATERAL W/ MANHOLE
- └─ 22° BEND FITTING
- └─ 45° BEND FITTING
- └─ TEE FITTING
- └─ 90° BEND FITTING
- ▲ REDUCER
- ⊗ GATE VALVE
- ⊠ WATER METER
- ⌌ BACKFLOW PREVENTER
- ⌌ DOUBLE DETECTOR CHECK VALVE
- ⌌ FIRE DEPARTMENT CONNECTION
- ⌌ FIRE HYDRANT ASSEMBLY



NOTES:

- ALL DIP WATER MAINS TO BE COLOR CODED OR MARKED BLUE ACCORDING TO FLORIDA ADMINISTRATIVE CODE, RULE 62-555.320(21)(b)3.
- FOR EX. 8" PVC SANITARY SEWER, CONTRACTOR SHALL LINE THE INTERIOR OF THE PIPE WITH A CURED IN PLACE LINER, FROM MANHOLE TO MANHOLE, ±355 LF.

SEPARATION OF WATER & SEWER LINES

| HORIZONTAL SEPARATION OF PIPELINES | | ALTERNATE CONSTRUCTION |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| MINIMUM SEPARATION | BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED WASTEWATER LINE WHEN POSSIBLE | WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THE REQUIRED MINIMUM HORIZONTAL DISTANCE FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND JOINTS IN THE WATER MAIN ARE BEING LOCATED LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM JOINTS IN THE OTHER PIPELINE. |
| THREE FEET, AND PREFERABLY TEN FEET | STORM SEWER, STORMWATER FORCE MAIN OR RECLAIMED WATER MAIN | 1. USE OF PRESSURE-RATED PIPE CONFORMING TO THE AMERICAN WATER WORKS ASSOCIATION STANDARDS INCORPORATED INTO RULE 62-555.330, F.A.C. FOR THE OTHER PIPELINE IF IT IS A GRAVITY- OR VACUUM-TYPE PIPELINE; 2. USE OF WELDED, FUSED OR OTHERWISE RESTRAINED JOINTS FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE; OR 3. USE OF WATERTIGHT CASING PIPE OR CONCRETE ENCASEMENT AT LEAST FOUR (4) INCHES THICK FOR EITHER THE WATER MAIN OR THE OTHER PIPELINE. |
| THREE FEET, AND PREFERABLY TEN FEET | VACUUM-TYPE SANITARY SEWER | |
| SIX FEET, AND PREFERABLY TEN FEET | GRAVITY- OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN OR RECLAIMED WATER MAIN NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C. | |
| TEN FEET | REFER TO NOTE #2 | WHERE AN UNDERGROUND WATER MAIN IS BEING LAID LESS THAN THREE FEET HORIZONTALLY FROM ANOTHER PIPELINE AND WHERE AN UNDERGROUND WATER MAIN IS CROSSING ANOTHER PIPELINE AND IS BEING LAID LESS THAN THE REQUIRED MINIMUM VERTICAL DISTANCE FROM THE OTHER PIPELINE: |
| VERTICAL SEPARATION OF PIPELINES | | 1. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E. HAVING AN IMPACT STRENGTH AT LEAST EQUAL TO THAT OF 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE WATER MAIN; AND 2. USE OF PIPE, OR CASING PIPE, HAVING HIGH IMPACT STRENGTH (I.E. HAVING A 0.25-INCH-THICK DUCTILE IRON PIPE) OR CONCRETE ENCASEMENT AT LEAST FOUR INCHES THICK FOR THE OTHER PIPELINE IF IT IS NEW AND IS CONVEYING WASTEWATER OR RECLAIMED WATER. |
| MINIMUM SEPARATION DISTANCE FROM THE (OUTSIDE TO OUTSIDE) | NEW OR RELOCATED, UNDERGROUND WATER CROSSING ANY EXISTING OR PROPOSED | |
| 6 INCHES, PREFERABLY 12 INCHES ABOVE | GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER | |
| 12 INCHES BELOW | GRAVITY- OR VACUUM-TYPE SANITARY SEWER OR STORM SEWER | |
| 12 INCHES ABOVE OR BELOW | PRESSURE-TYPE SANITARY SEWER, WASTEWATER, STORMWATER FORCE MAIN OR PIPELINE CONVEYING RECLAIMED WATER MAIN | |
| ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. | | |
| ALTERNATIVELY, THE PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS OR RECLAIMED WATER MAINS, AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY- OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER, FORCE MAINS OR RECLAIMED WATER MAINS. | | |

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LAKE WORTH BEACH, FLORIDA
PRELIMINARY WATER AND SEWER PLAN

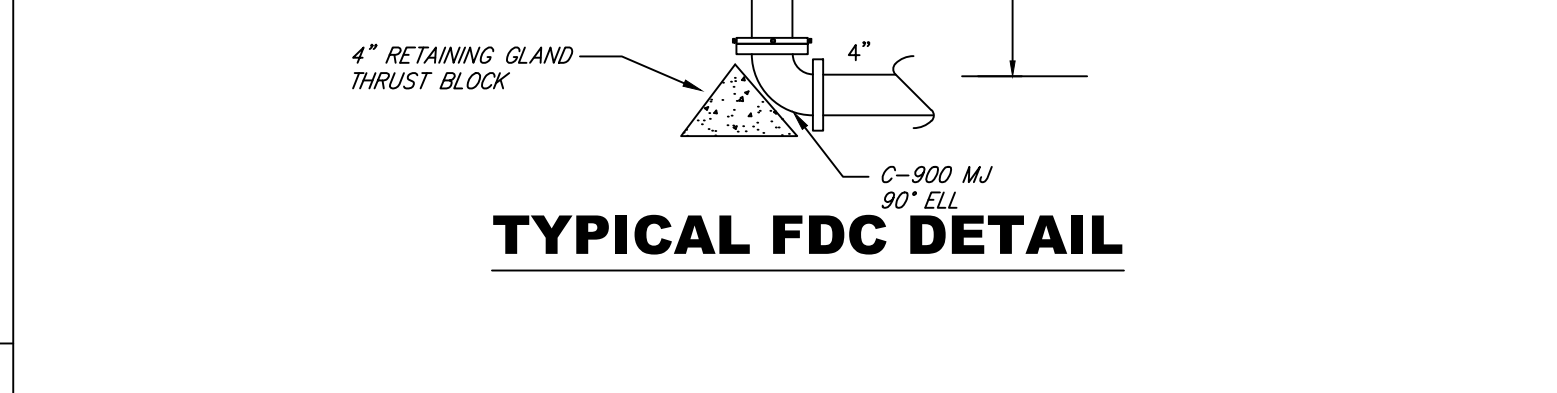
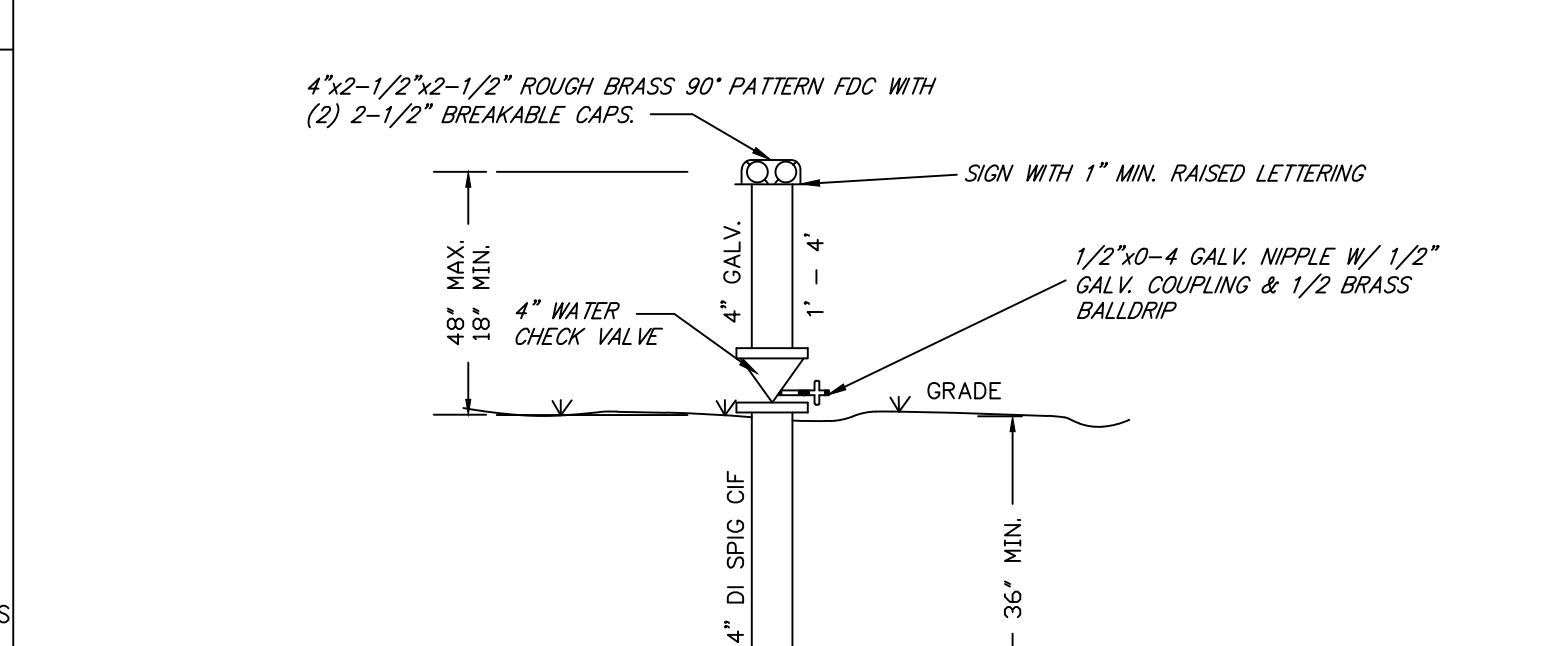
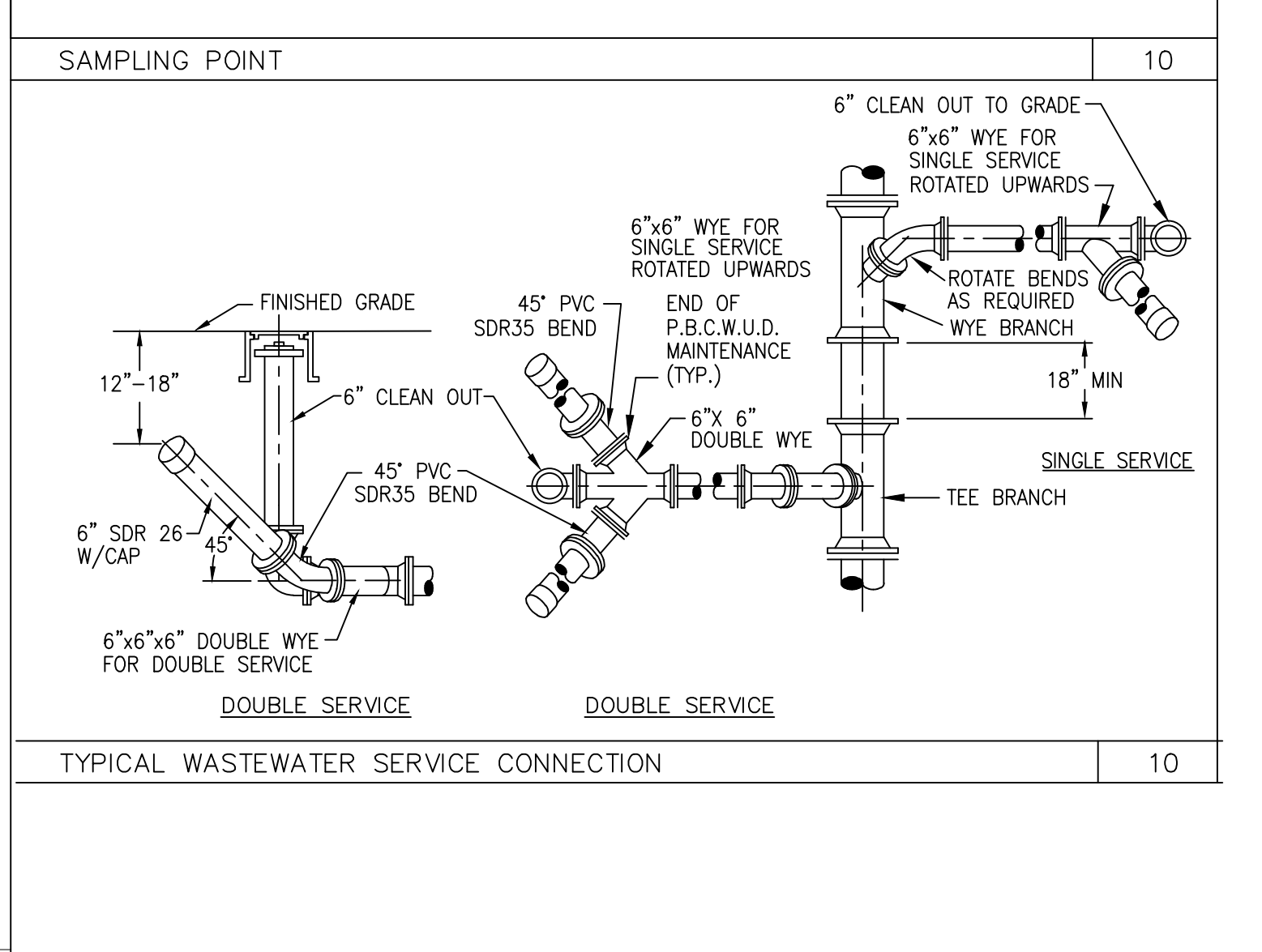
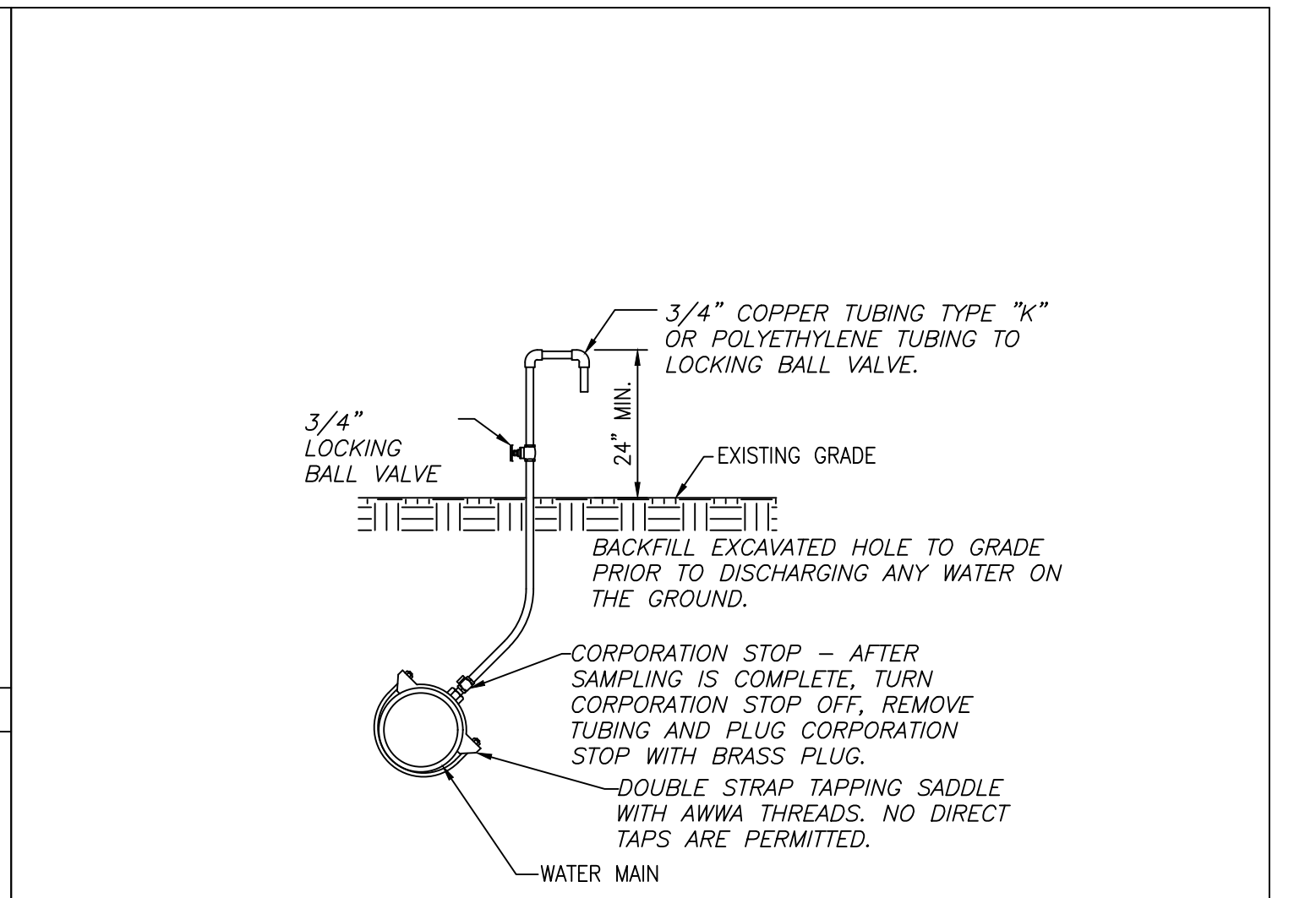
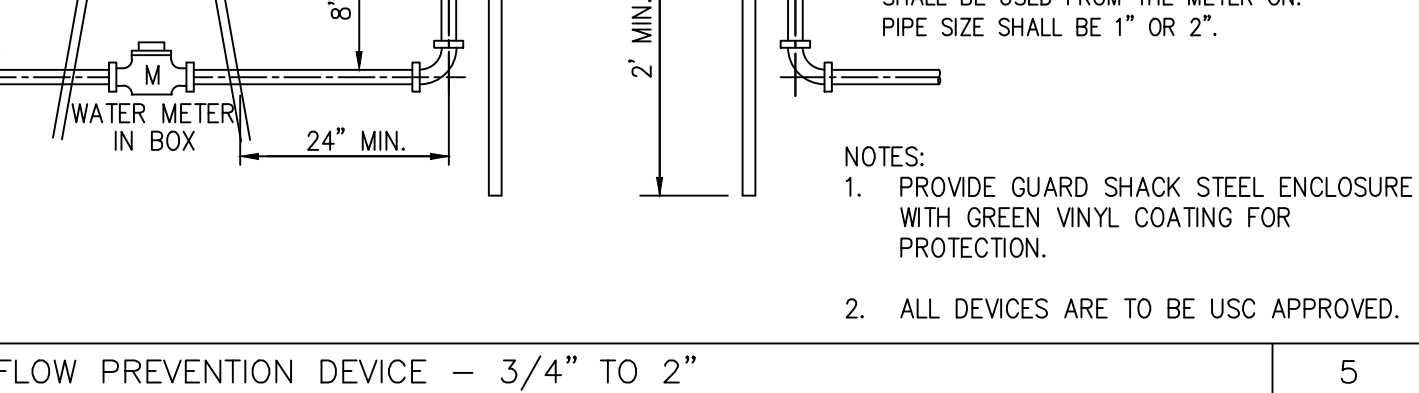
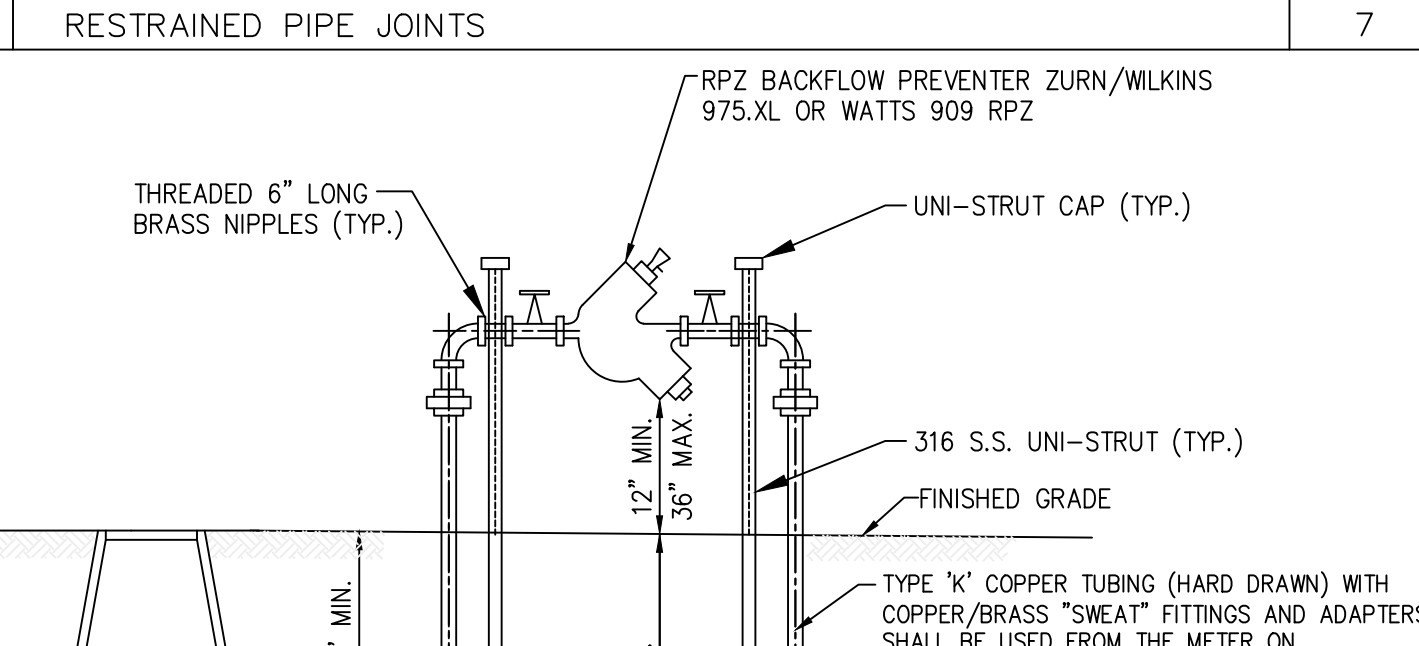
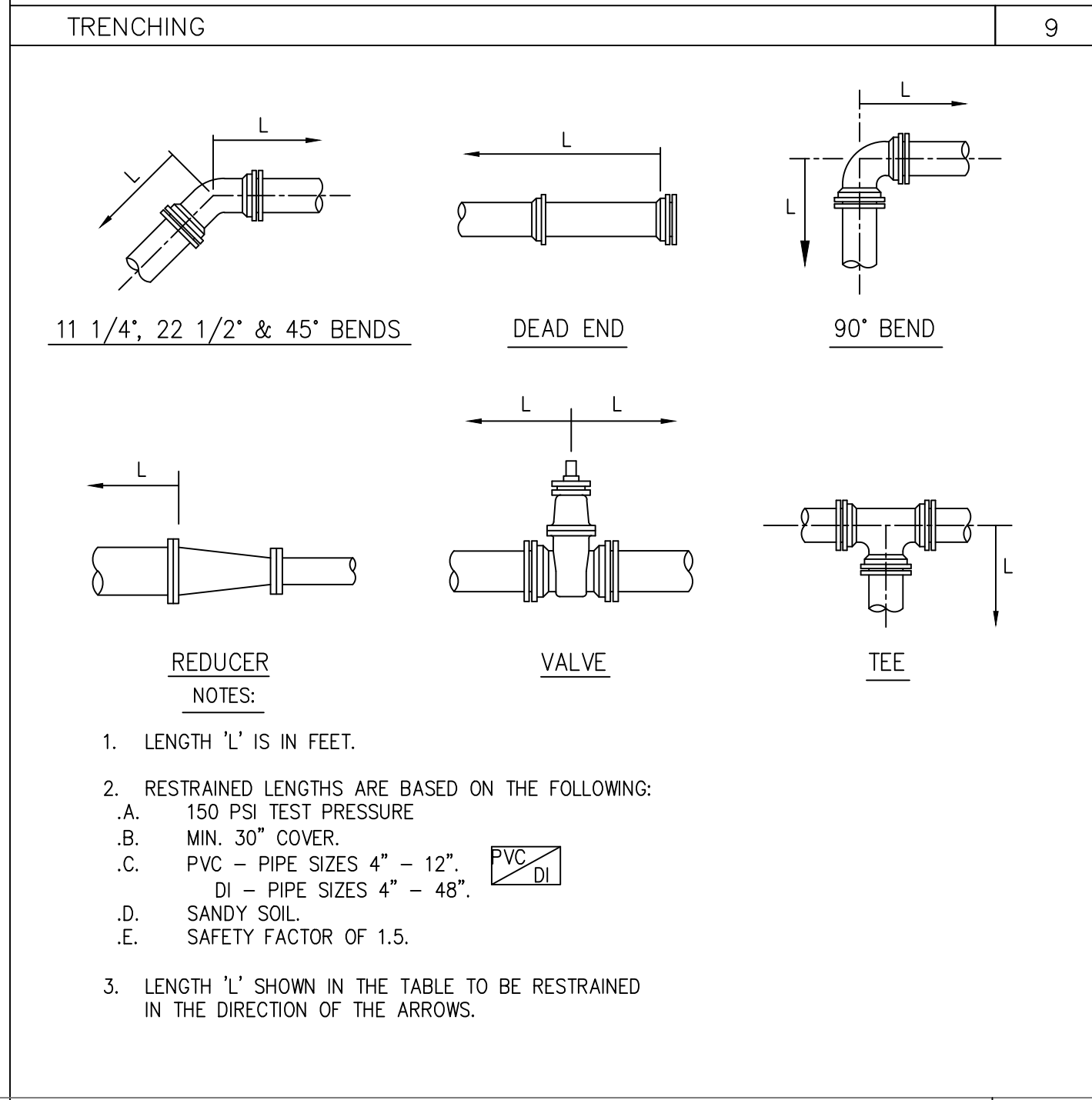
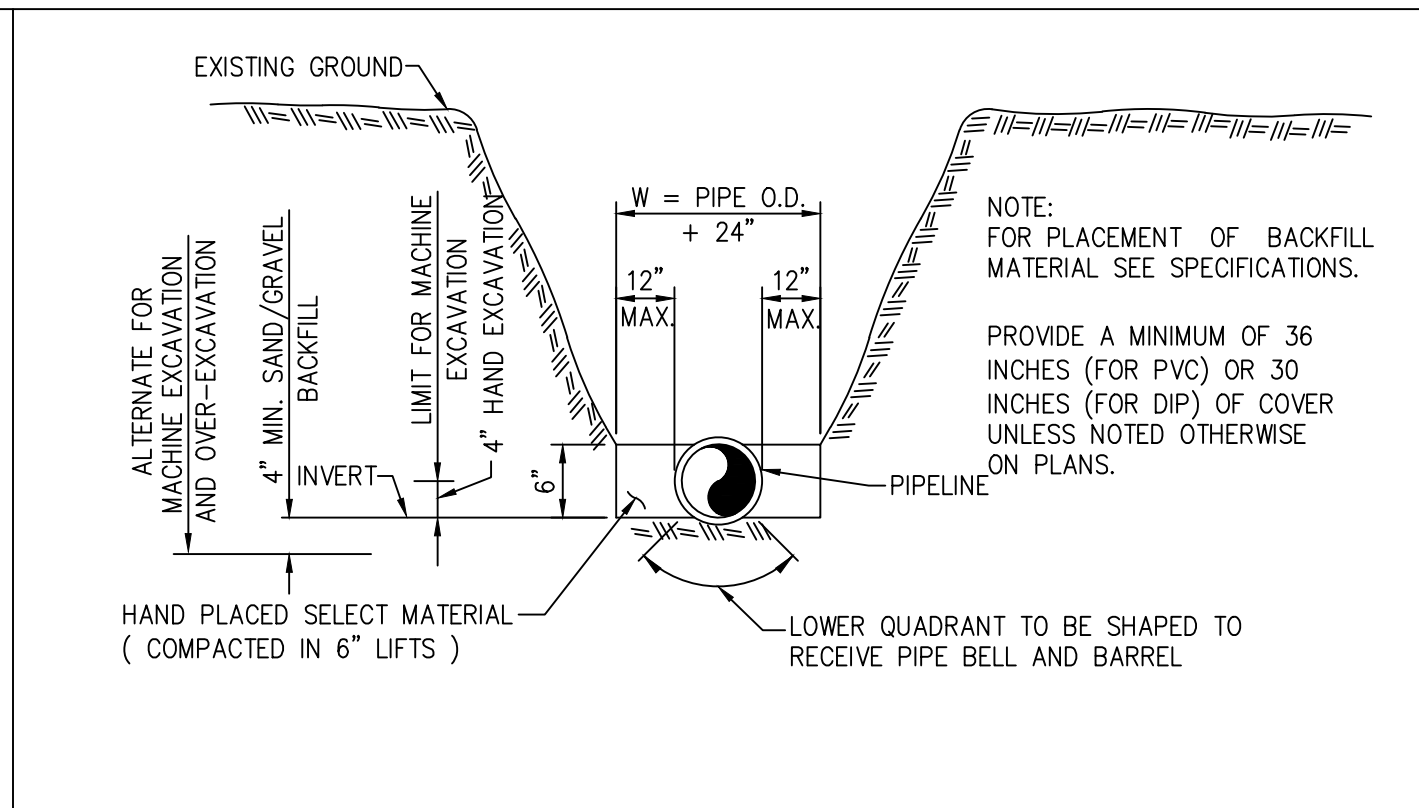
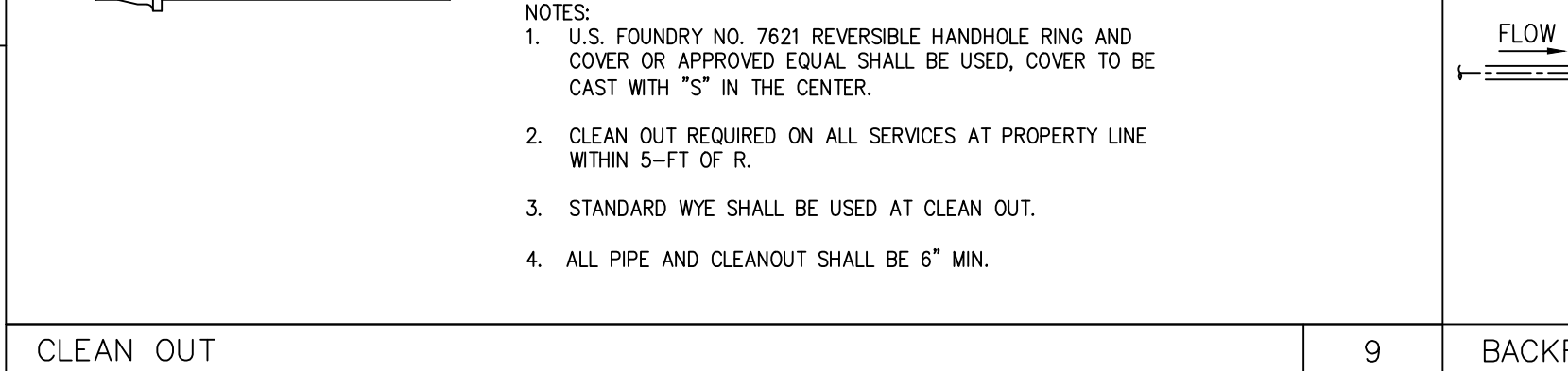
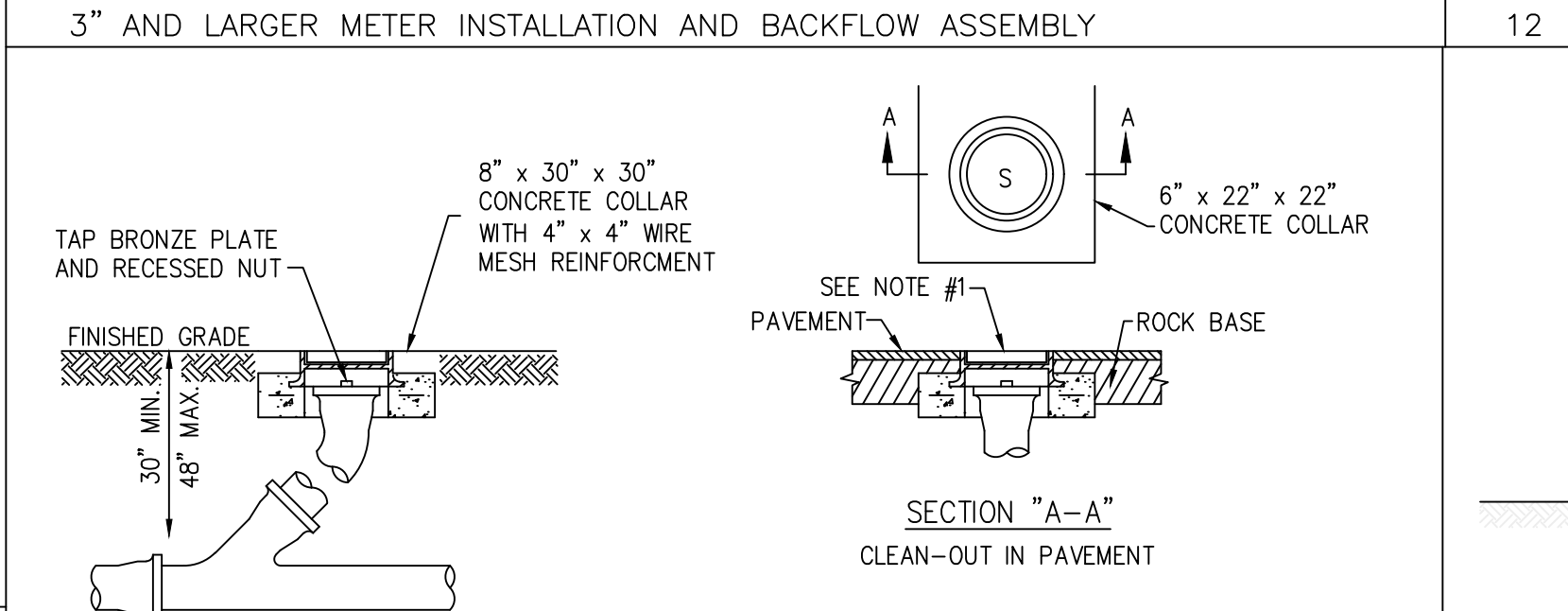
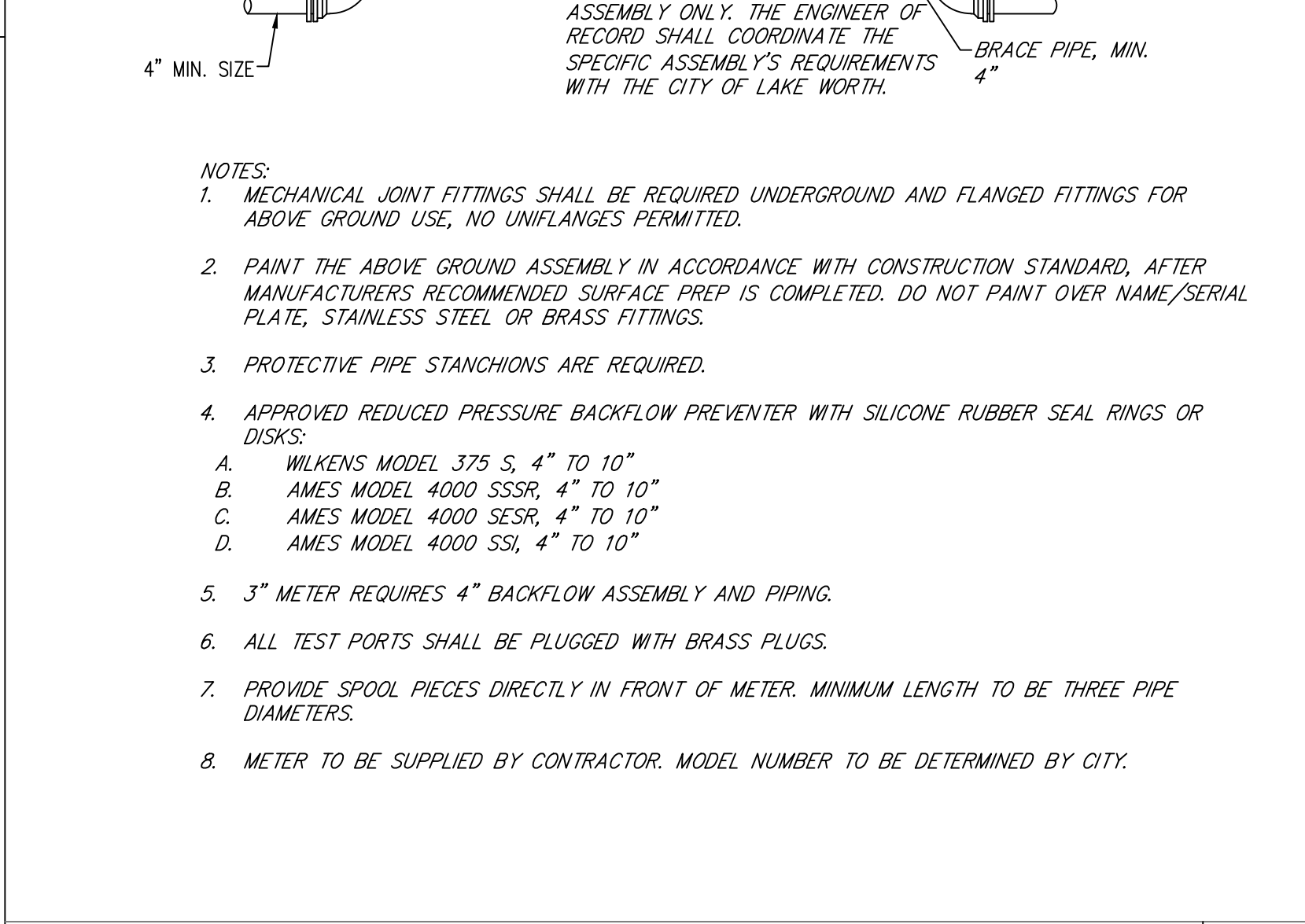
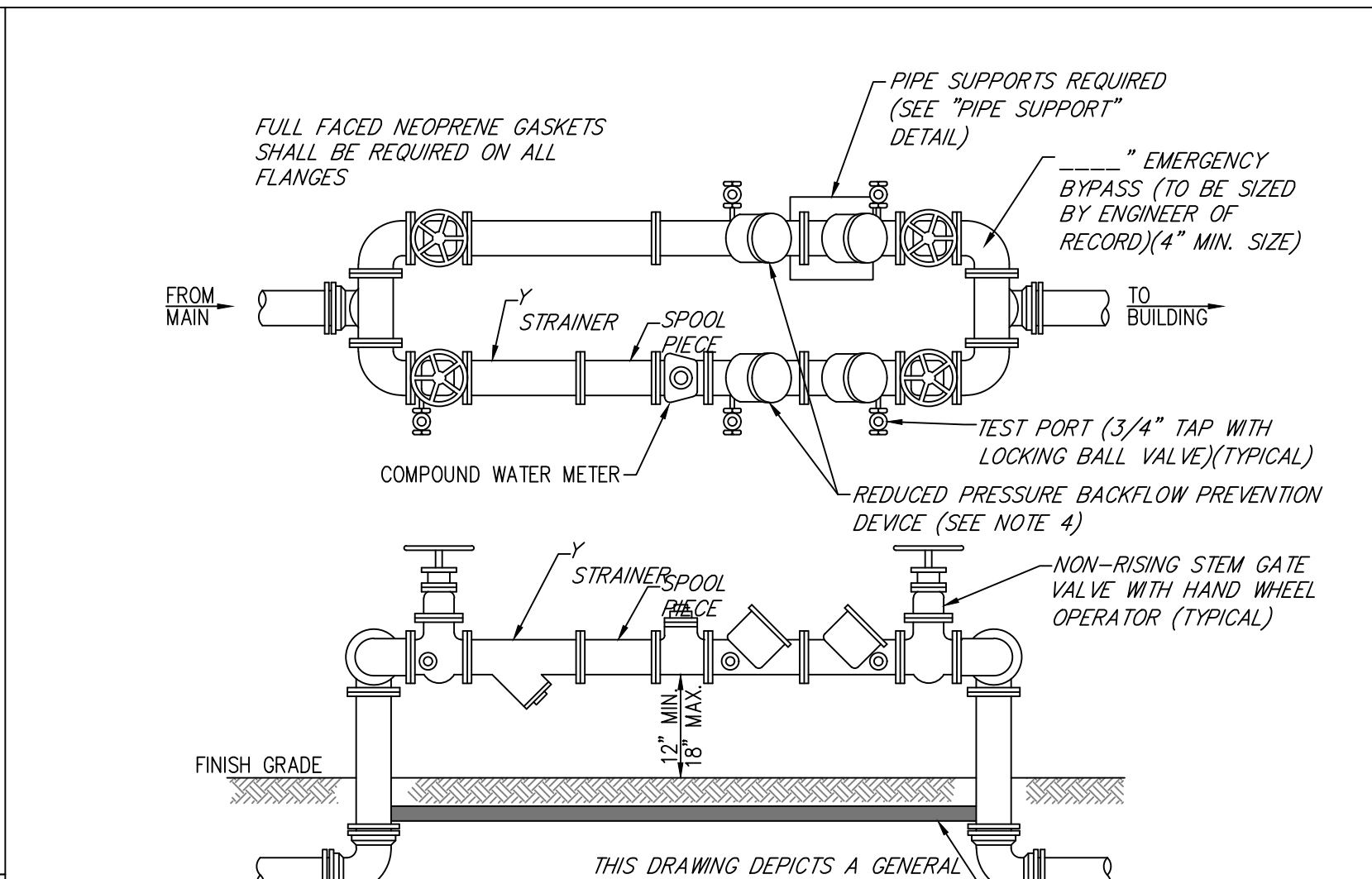
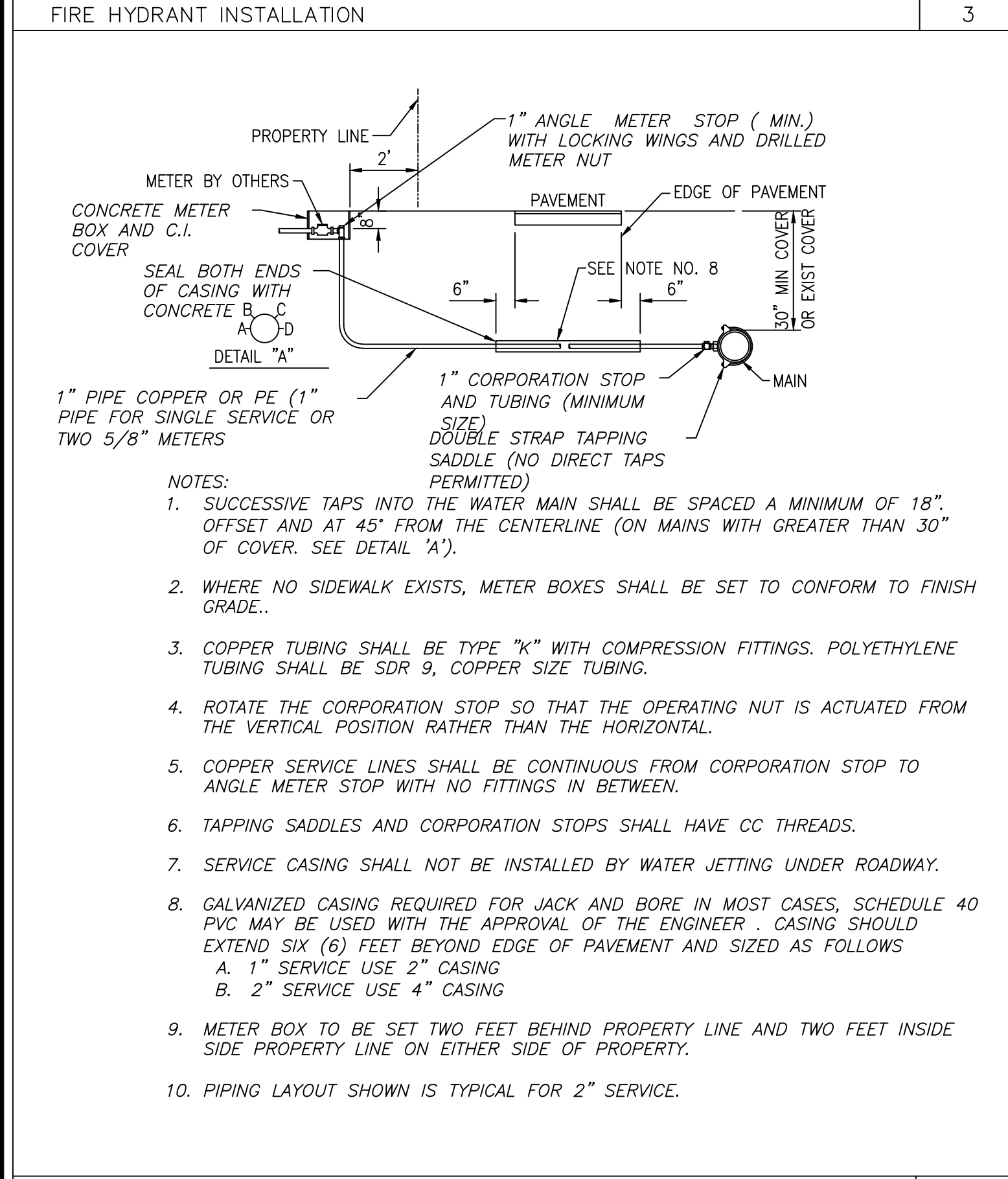
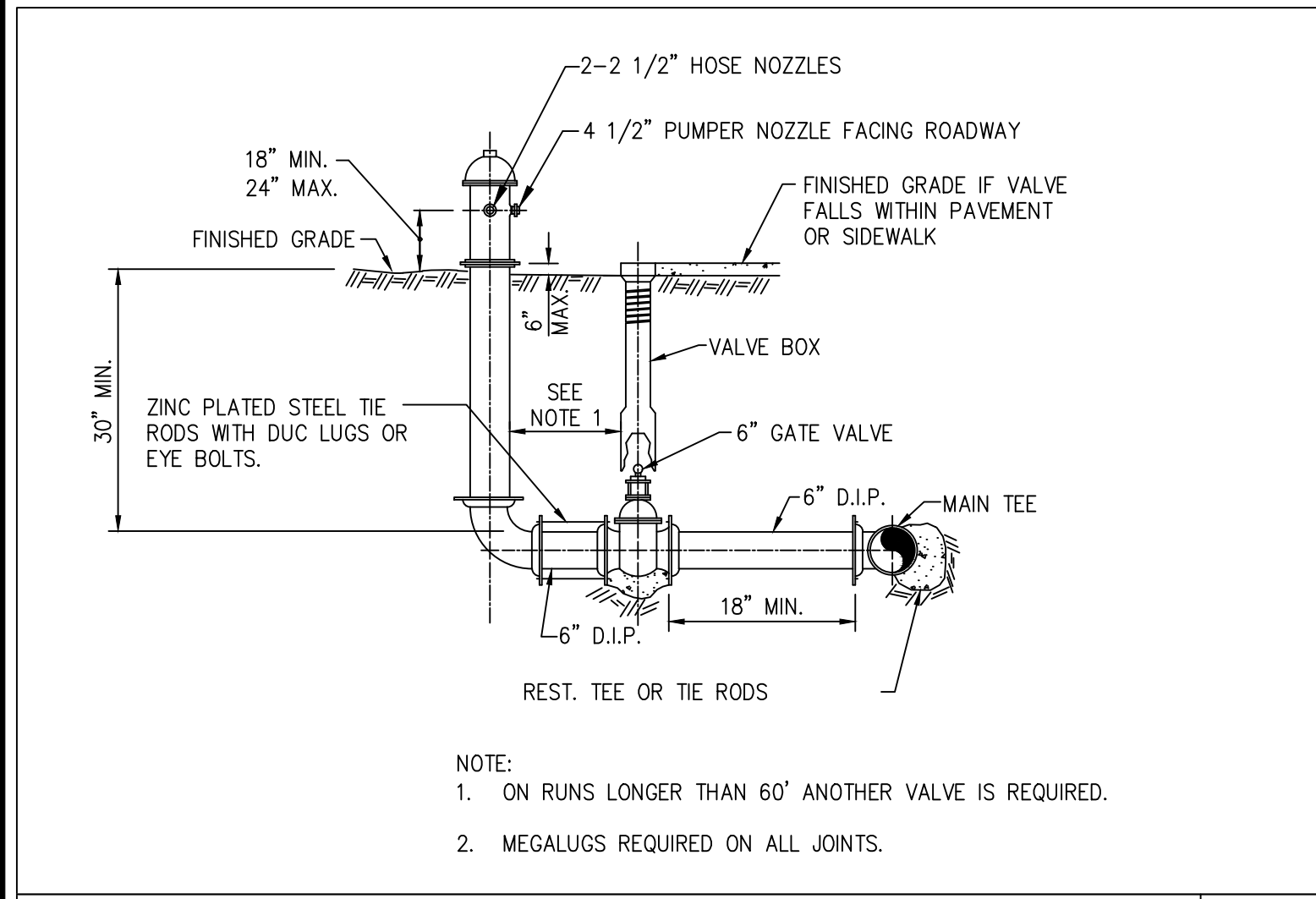
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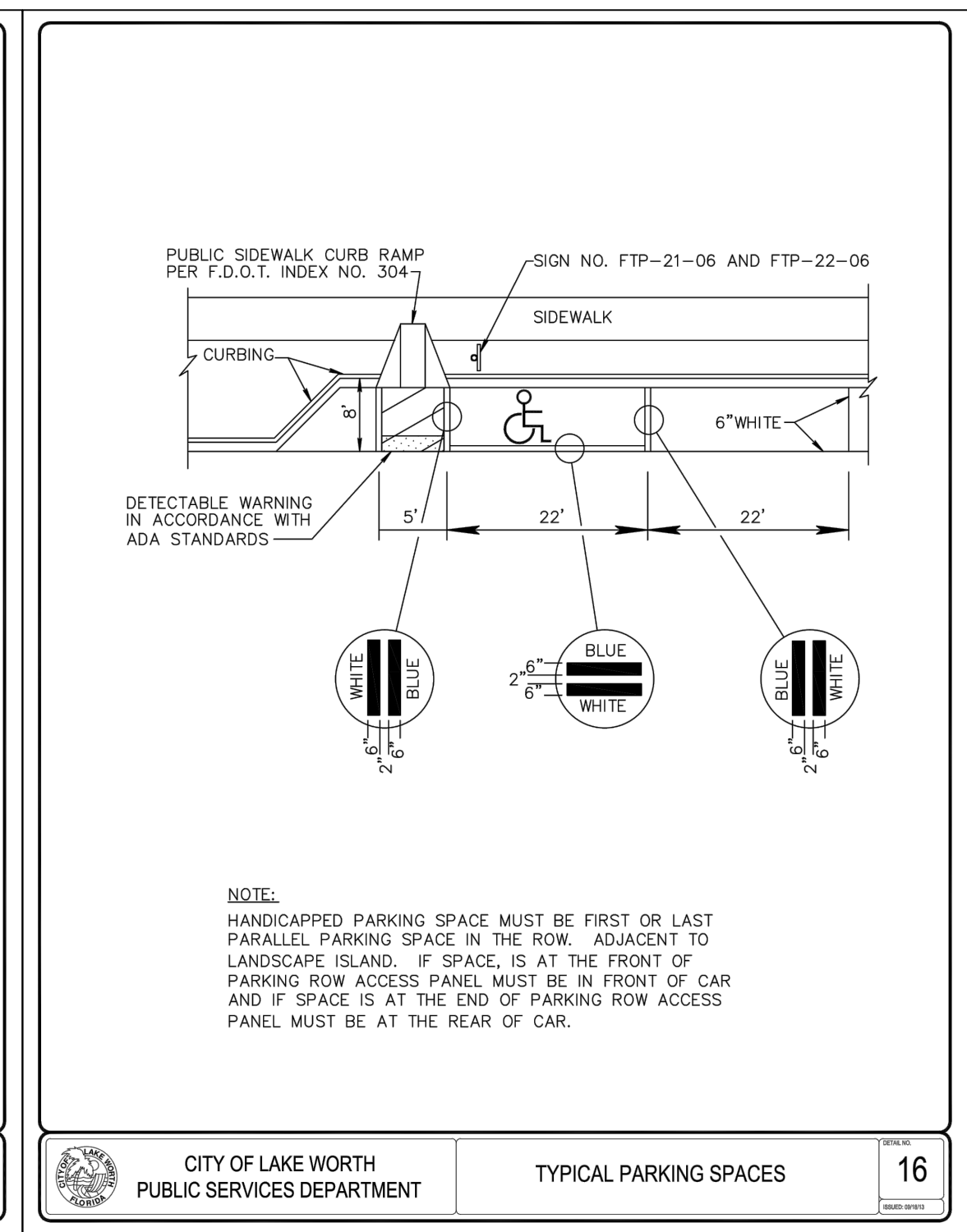
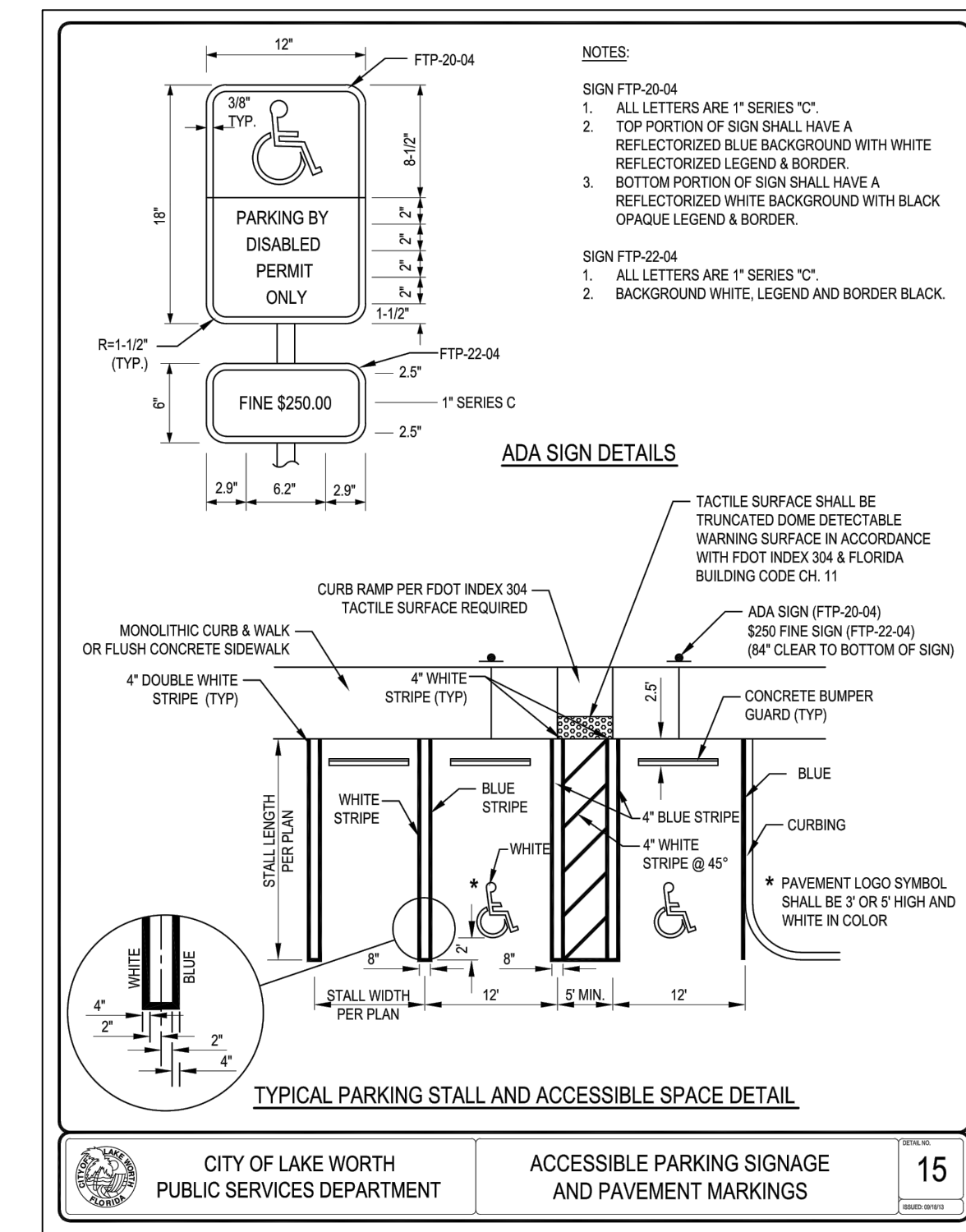
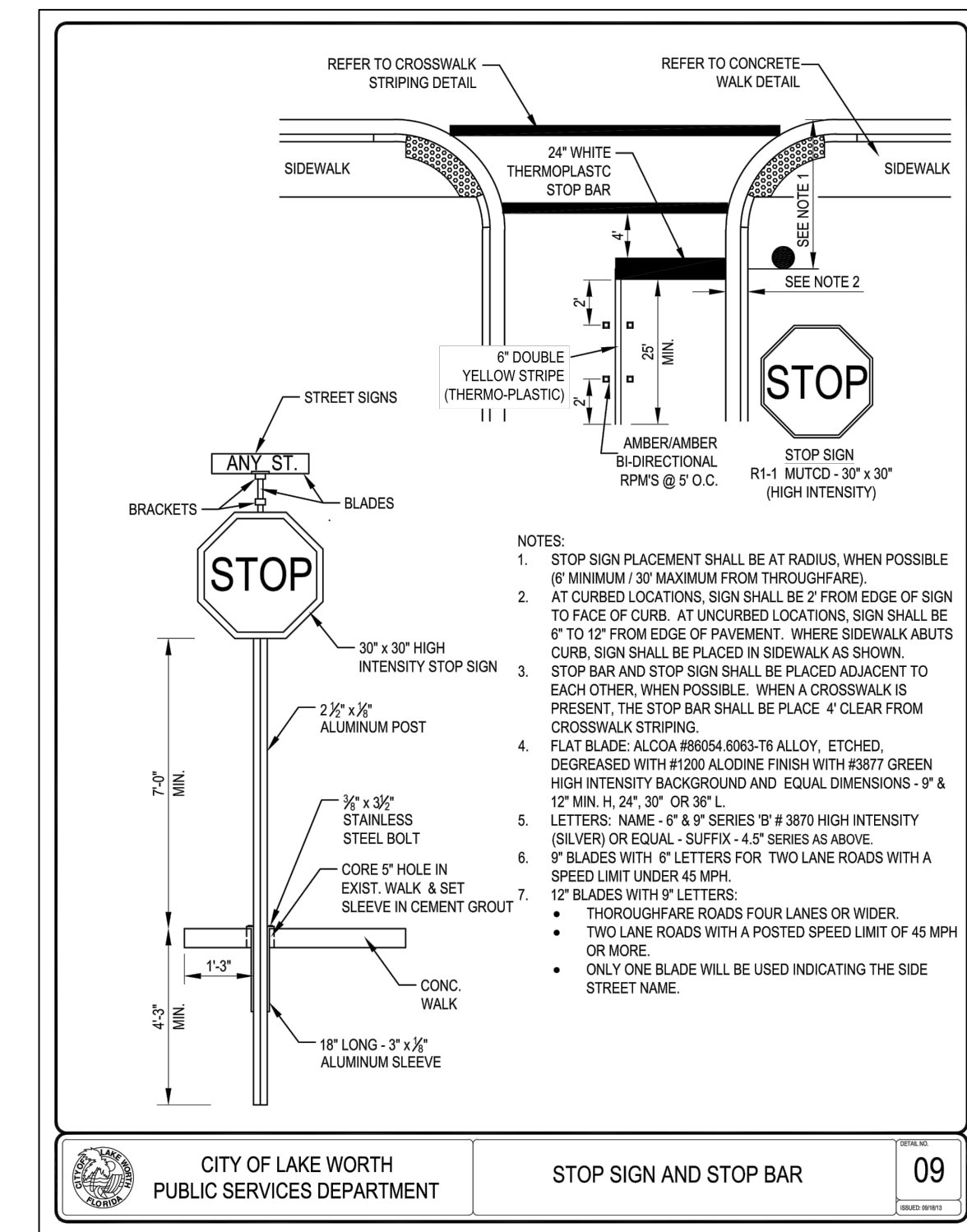
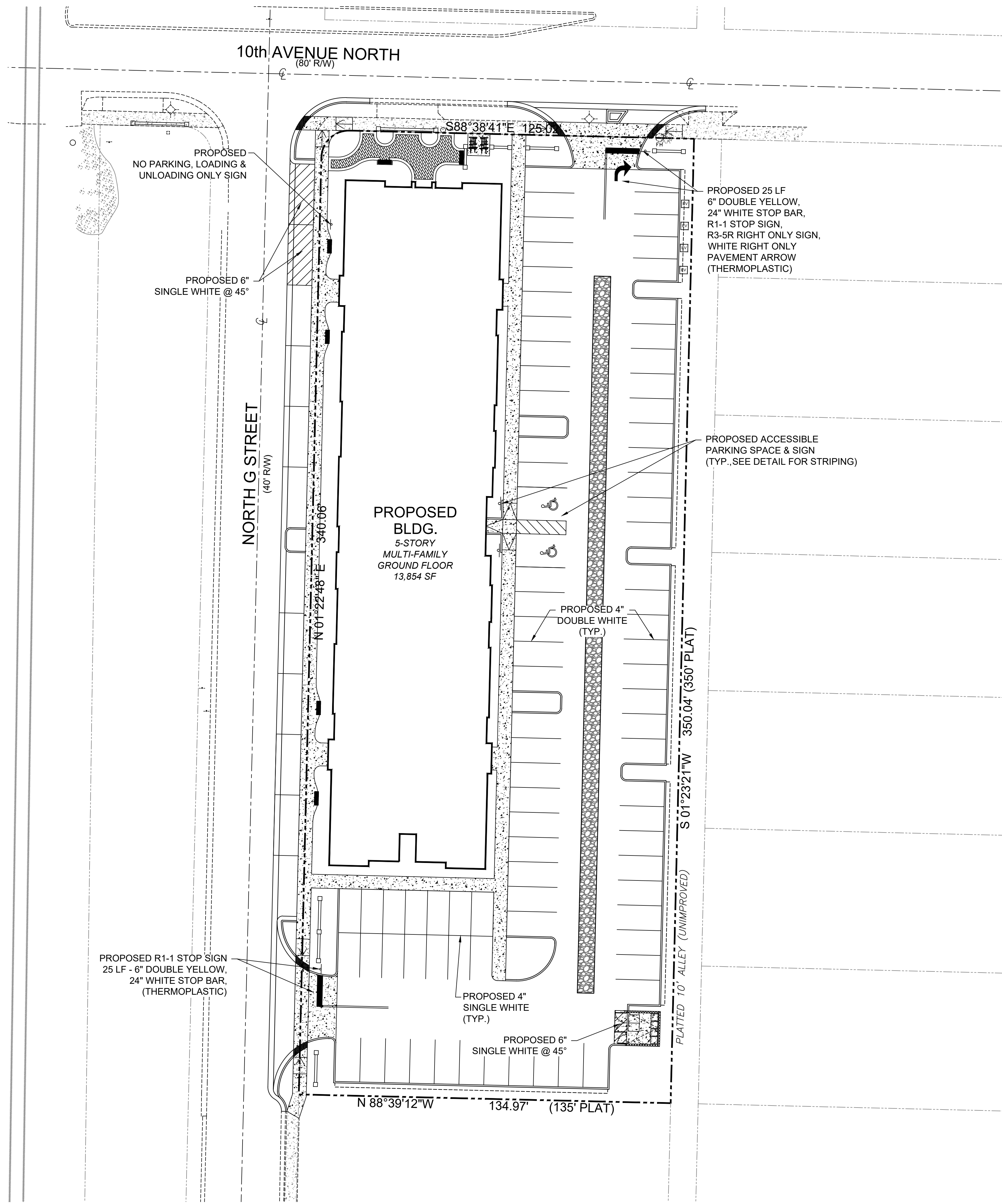
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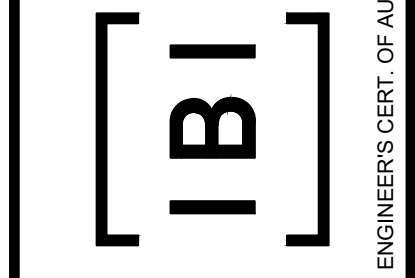
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| Revision/ Submission | No. | Date | Comment |
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LAKE WORTH STATION
 LAKE WORTH BEACH, FLORIDA
 PAVEMENT MARKING AND SIGNAGE PLAN

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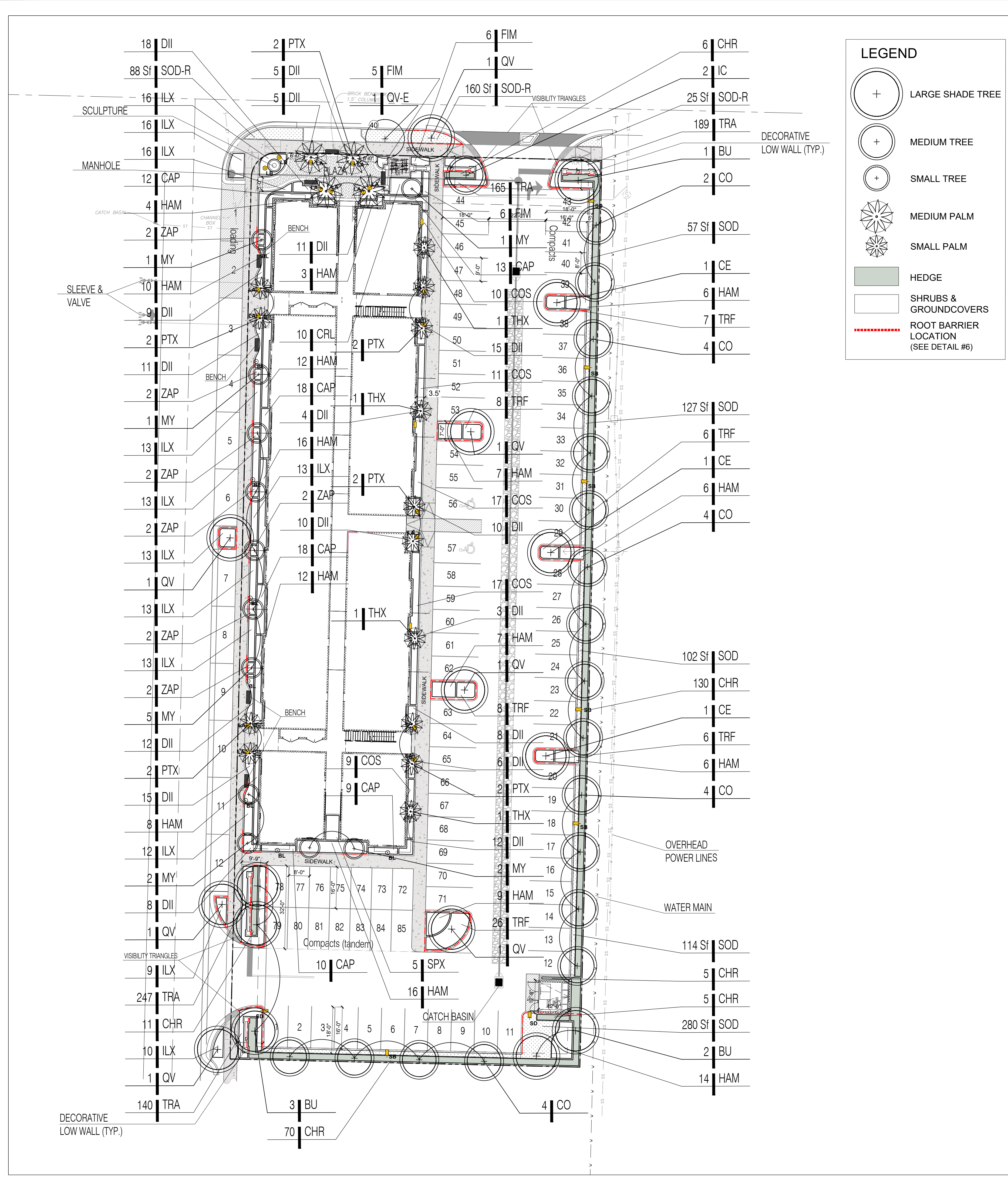
LANDSCAPE PLAN

LAKE WORTH STATION
10th Ave. North & North G St.
Lake Worth, FL 33460

Project Name:
ANDRES MONTERO P.A.A. AS/IA
STATE OF FLORIDA
REGISTRATION LAR66873
SEAL / SIGNATURE

Date: JUNE 15, 2022
Scale: 1" = 20'
Drawn By: AEM/GMP/MEP
Approved By: AEM
Project No: 202206

Sheet Number:
L-03



| LANDSCAPE CALCULATIONS | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|---------------|
| ZONING | TOD-E | |
| SITE AREA | 47,233SF | 1.08 Acres |
| VEHICULAR USE AREA (VUA) | 0 | |
| IMPERVIOUS AREA | REQUIRED | PROVIDED |
| PERVIOUS AREA | 65% | 62.00% |
| | 35% | 37.89% |
| VUA/PERIMETER BUFFER LANDSCAPE (Fronting North G Street, 10th Ave. North and Alley) | | |
| PERIMETER LANDSCAPE STRIP BETWEEN OFF-STREET PARKING AND R.O.W. | 5' | 4.5' to 11.6' |
| 400 LF OF VUA FRONTING R.O.W. | | |
| 1 LARGE TREE/ 25 LF | | |
| 1 MEDIUM TREE/ 20 LF | 20 | 20 |
| 1 SMALL TREE/ 15 LF | | |
| CONTINUOUS 3' HEDGE | | Yes |
| PERIMETER LANDSCAPE BETWEEN OFF-STREET PARKING AND ABUTTING PROPERTIES | | |
| 99 LF OF VUA FRONTING ABUTTING PROPERTY | 5' | 5' |
| 1 TREE/ 20 LF | 5 | 5 |
| CONTINUOUS 3' TO 6' HEDGE | | Yes |
| INTERIOR LANDSCAPE FOR PARKING AREAS | | |
| TOTAL VUA LANDSCAPE ISLANDS (SF) | | 729 |
| 1 TREE/ 125 SF | 6 | 6 |
| INTERIOR LANDSCAPE (EXCLUSIVE OF VUA AND BUILDINGS) | | |
| | | 3265 SF |
| 1 LARGE TREE/ 625 SF | | |
| 1 MEDIUM TREE/ 400 SF | | |
| 1 SMALL TREE/ 225 SF | 15 | 30 |
| TOTAL INTERIOR LANDSCAPE TREES/PALMS | | 30 |
| STREET TREES ALONG NORTH G STREET | | |
| | | 3 |
| STREET TREES ALONG 10TH AVENUE NORTH | | |
| | | 2 |
| TOTAL PLANT MATERIAL TREES (TREES/PALMS) | 51 | 66 |
| SHRUBS | | |
| GROUNDCOVERS | | |
| NATIVE PLANT MATERIAL CALCULATIONS | | |
| SEVENTY-FIVE (75) PERCENT OF REQUIRED TREES SHALL BE NATIVE | 75% | 78% |
| SEVENTY-FIVE (75) PERCENT OF REQUIRED SHRUBS SHALL BE NATIVE | 75% | 98% |
| NO MORE THAT 50% OF LANDSCAPE AREAS SHALL BE SOD | 3597 | 680 |
| HEDGE/FENCE PROVIDED TO SCREEN MECH. EQUIPMENT | | Yes |
| NOTE: ALL SOD AND LANDSCAPE TO RECEIVE 100% COVERAGE FROM AN AUTOMATIC IRRIGATION SYSTEM USING AN APPROVED WATER SOURCE. IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR. | | |

| QT | code | species | common name | drought tolerance | native | specifications | container size | spacing |
|-----------------------------------------|-------|-----------------------------------|-------------------------|-------------------|-------------|-----------------------------|----------------|----------|
| TREES | | | | | | | | |
| 6 | BU | Bursera simaruba | Gumbo Limbo | High | yes | 16' ht, 6" DBH, 6' CT. Std. | FG | as shown |
| 3 | CE | Conocarpus erectus | Green Buttonwood | High | yes | 16' ht, 4" DBH, 6' CT. Std. | FG | as shown |
| 18 | CO | Coccoloba diversifolia | Pigeon Plum | High | yes | 14' ht, 4" DBH, Std. | FG | as shown |
| 1 | IC | Ilex cassine | Dahoon Holly | Medium | yes | 12' ht, 3" DBH, Std | 65 gal. | as shown |
| 12 | MY | Myrcianthes fragrans | Simpson's Stopper | High | yes | 12' x 5' spr, 2.5" DBH Std | FG | as shown |
| 7 | QV | Quercus virginiana | Live Oak | High | yes | 16' ht, 6" DBH, 6' CT. Std. | FG | as shown |
| EXISTING TREES | | | | | | | | |
| 1 | QV-E | Quercus virginiana | Live Oak | | | Existing | | as shown |
| PALMS | | | | | | | | |
| 4 | ARX | Archontophoenix cunninghamiana | King Palm | | no | 8 ft CT, 16 HI O.A. | FG | as shown |
| 10 | PTX | Phycosperma elegans | Alexander Palm | Medium | no | 8 ft CT, 16" O.A./Double | FG | as shown |
| 4 | THX | Thrinax radiata | Florida Thatch Palm | High | yes | 12" O.A./Double-trunk | FG | as shown |
| SHRUBS, GROUNDCOVERS & VINES | | | | | | | | |
| 80 | CAP | Capparis cynophallophora | Jamaican Caper | High | yes | 18" ht x 18" spr. | 3 Gal. | 24" O.C. |
| 227 | CHR | Chrysobalanus icaco 'Red Tip' | Red Tip Cocoplum | Medium | yes | 30" O.A. | 7 Gal. | 30" O.C. |
| 64 | COS | Conocarpus erectus 'Sericeus' | Silver Buttonwood | High | yes | 30" O.A. | 7 Gal. | 30" O.C. |
| 10 | CRL | Cinum asiaticum 'Variegated' | Crinum Lily | High | no | 30" O.A. | 7 Gal. | 42" O.C. |
| 162 | DII | Dietes iridoides | African Iris | Medium | no | 18" O.A./ Full Clump | 1 Gal. | 24" O.C. |
| 17 | FIM | Ficus microcarpa 'Green Island' | Green Island Ficus | High | naturalized | 18" O.A. | 3 Gal. | 24" O.C. |
| 136 | HAM | Hamelia nodosa | Dwarf Firebush | Medium | yes | 24" ht x 24" spr. | 3 Gal. | 36" O.C. |
| 157 | ILX | Ilex vomitoria 'Schillings Dwarf' | Dwarf Yaupon Holly | High | yes | 18" ht x 18" spr. | 3 Gal. | 24" O.C. |
| 5 | SPX | Serenaoa repens | Saw Palmetto | High | yes | 24" O.A./ Full Clump | 7 Gal. | 42" O.C. |
| 741 | TRA | Trachelospermum asiaticum | Asiatic Jasmine | High | no | 10" O.A. Full | 1 Gal. | 15" O.C. |
| 61 | TRF | Tripsacum floridanum | Dwarf Fakahatchee Grass | Medium | yes | 24" O.A./ Full Clump | 3 Gal. | 30" O.C. |
| 14 | ZAP | Zamia pumila | Coontie | High | yes | 24" O.A./ Full Clump | 3 Gal. | 30" O.C. |
| SOD | | | | | | | | |
| 680 | SOD | Stenotaphrum secundatum | St. Augustine Grass | | yes | Staggered Panels | | |
| 273 | SOD-R | Stenotaphrum secundatum | St. Augustine Grass | | yes | Staggered Panels | | |

- NOTES:
- THE UNPAVED PORTION OF THE RIGHT-OF-WAY ADJACENT TO THE PROPERTY LINE TO BE LANDSCAPED AND PROVIDED WITH IRRIGATION AND MAINTENANCE.
 - ROOT BARRIERS SHALL BE INSTALLED AT ALL TREES/PALMS THAT ARE PLANTED WITHIN FIVE (5) FEET OF UNDERGROUND UTILITIES OR UTILITY EASEMENT.
 - ALL LANDSCAPE AREAS SHALL BE PROVIDED WITH A FULLY AUTOMATICALLY OPERATED IRRIGATION SYSTEM. IRRIGATION SYSTEM SHALL PROVIDE COMPLETE COVERAGE OF ALL PLANT MATERIALS. THIS SYSTEM SHOULD HAVE RAIN SENSOR AND SHOULD AUTOMATICALLY SHUT OFF WHEN RAINING.
 - WITHIN VISIBILITY TRIANGLES, LANDSCAPE SHALL BE MAINTAIN TO PROVIDE CLEAR VISIBILITY WITHOUT OBSTRUCTION FROM AN AREA BETWEEN THIRTY (30) INCHES AND EIGHT (8) FEET ABOVE AVERAGE ELEVATION OF THE INTERSECTION.

GRAPHIC SCALE
NORTH 0' 20' 40' 80'

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Date: JUNE 15, 2022
Scale: 1" = 20'
Drawn By: AEM/GMP/MEP
Approved By: AEM
Project No: 202206
Sheet Number: L-03

SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION

| Rev | Date | Description |
|-----|------|-------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |

Sheet Title:
**LANDSCAPE DETAILS
& GENERAL NOTES**

Project Name:
LAKE WORTH STATION
10th Ave. North & North G St.
Lake Worth, FL 33460

Project Name:
ANDRES MONTERO P.A.A. A.S.A.
STATE OF FLORIDA
REGISTRATION LAR686973
SEAL / SIGNATURE

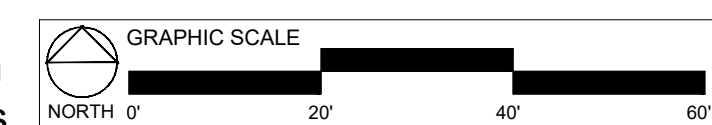
Date: JUNE 15, 2022
Scale: 1" = 20'
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Approved By: AEM
Project No: 202206
Sheet Number:
L-04

GENERAL NOTES

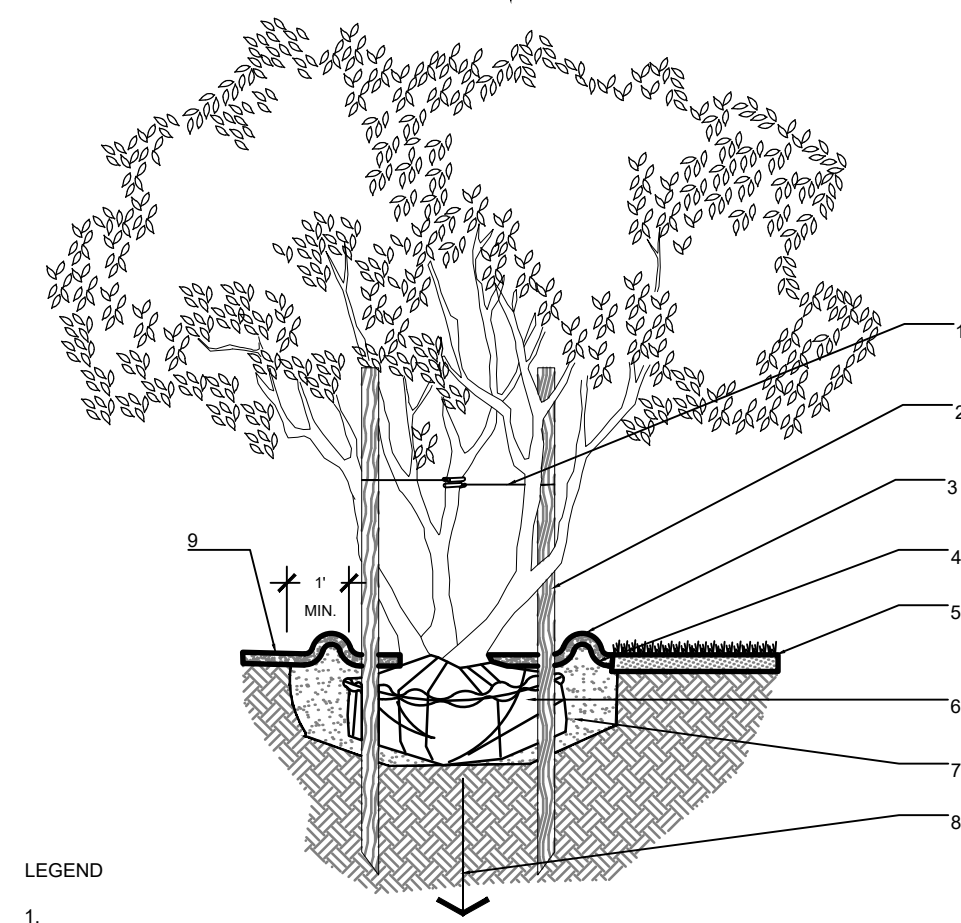
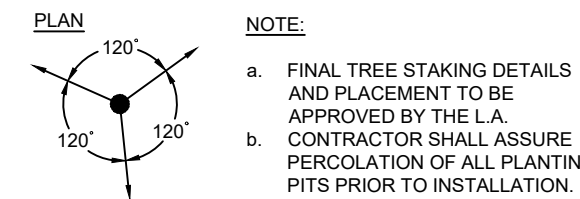
- Before construction begins, the Landscape Contractor is responsible for locating all underground utilities and must avoid damaging any services during construction. If any damage occurs by fault of the Contractor, the necessary repairs must take place at the Landscape Contractor's expense and under the supervision of the Owner's representative.
- All proposed trees and plant materials shall be graded as Nursery Grade Florida No. 1 or better as outlined by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry "Grades and standards for Nursery Plants", most current edition. All planting shall be done in accordance with the Florida Nurserymen's and Grower's Association approved practices.
- In addition to these requirements the Landscape Contractor shall comply with all local landscape codes and requirements as part of this base bid and contract in order to satisfy the review and approval of the governing agency.
- All screening hedges shall be planted and maintained in a way that they form a continuous visual screen. Screening hedges at VUA to be maintained at a minimum height of thirty (30) inches.
- All planting beds shall be excavated to a minimum depth of twenty-four (24") inches and backfilled with a suitable soil. All plant material shall be planted in planting soil that is delivered to the site in a loose, clean and friable condition. The planting soil shall be the approximate proportions as follows: 50% sand and 50% organic material consisting of native peat, well-decomposed sawdust, leaf mold and top soil. It shall provide a good pliable and thoroughly mixed medium with adequate aeration, drainage and water-holding capacity. It shall also be free of all extraneous debris, such as roots, stones, weeds, etc.
- All trees/palms and shrubs shall be fertilized with "Agriform" 20-10-5 planting tablets as per the manufacturers specifications at the time of installation and prior completion of pit backfilling also in conjunction with note #5. Tablets to be placed uniformly around the root mass at a depth that is between the middle and bottom of root mass at an application rate of: One (1) - 21 gram tablet for 1 gal container, two (2)- tablets for 3 gal container, three (3)- tablets for 5 gal container, four (4)-tablets for 7 gal container, three (3)-tablets for each 1/2 inch of tree caliper, and seven (7) tablets for palms. Ground Cover areas shall receive fertilization with "Ozmocote" time release fertilizer as per manufacturer's specification.
- All plant beds shall receive a 3" layer of organic mulch, which is to be watered-in after installation. Mulch should be at least six (6) inches away from any portion of a structure or tree trunk and three (3) inches away from the base of shrubs. Only environmental friendly mulch shall be approved, Cypress mulch shall not be accepted.
- All plant material shall be thoroughly watered in at the time of planting and until landscape material is established. No dry material shall be permitted.
- The plant material schedule is presented for the convenience of the Landscape Contractor. In the event of a discrepancy between the plan and the plant key, the plan shall prevail.
- Plants shall meet size, container, and spacing specifications. Any material not meeting specifications shall be removed and replaced at the contractor's expense.
- The Landscape Contractor shall grade planting beds, as required, to provide positive drainage and promote optimum plant growth.
- The Landscape Contractor shall be responsible for examining fully both the site and bid documents. Discrepancies in the documents or the actual site conditions shall be reported to the Landscape Architect in writing at the time of bidding or discovery. No account shall be made after contract completion for failure by the Landscape Contractor to report such condition or for errors on the part of the Landscape Contractor at the time of bidding.
- The Landscape Contractor shall be responsible for securing all necessary applicable permits and licenses to perform the work set forth in this plan set and the specifications.
- Plant material shall be bid as specified unless unavailable, at which time the Landscape Architect shall be notified in writing of intended changes.
- All questions concerning the plan set and/or specifications shall be directed to the Landscape Architect.
- There shall be no additions, deletions or substitutions without written approval of the Landscape Architect.
- The Landscape Contractor shall guarantee, in writing, plant survivability. Trees and palms for twelve (12) months, shrubs and groundcovers for ninety (90) days and sod for sixty (60) days from final acceptance by the Owner or Owner's representative.
- All dimensions to be field-checked by the Landscape Contractor prior to landscape material installation. Discrepancies shall be reported immediately to the Landscape Architect.
- All materials must be as specified on the landscape plan. If materials or labor do not adhere to specifications, they will be rejected by the Landscape Architect with proper installation carried out by the Landscape Contractor at no additional cost.
- Existing sod shall be removed as necessary to accommodate new plantings
- All existing trees on site shall be protected from damage during construction - See existing tree protection fence detail.
- Any existing landscape and hardscape areas that are unnecessarily disturbed during the landscape installation shall be restored to original conditions by the Landscape Contractor.
- The Landscape Contractor will be responsible for the collection, removal, and proper disposal of any and all debris generated during the installation of this project.
- All landscape areas to have a positive drainage away from buildings and structures. Finished grade of landscape areas to be at or below the grade of adjacent sidewalks, slabs or VUA
- Trees installed within 5' of a utility easement, underground utilities or any public infrastructure shall utilize a root barrier system.

IRRIGATION NOTES:

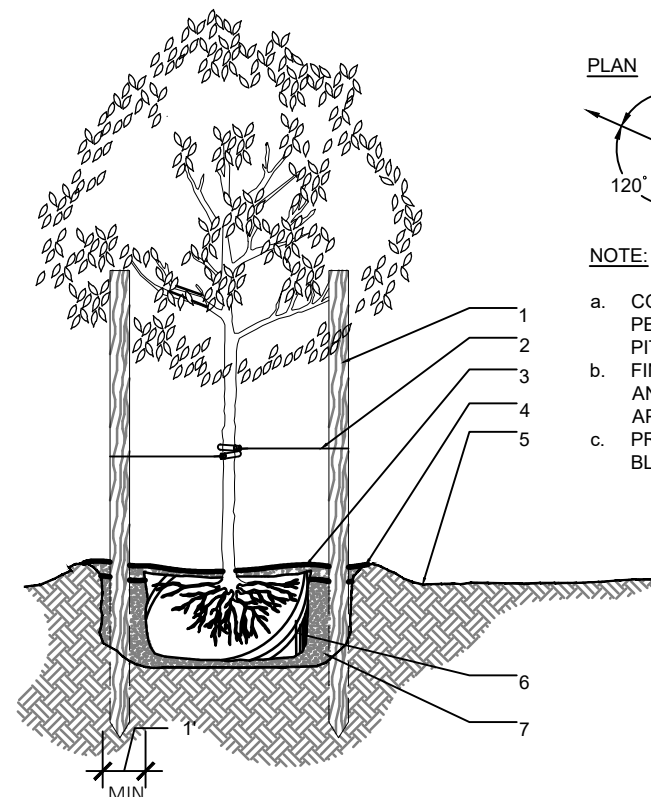
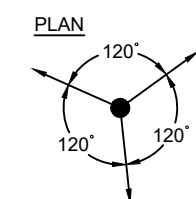
- All landscape areas shall be provided with a fully automatically operated irrigation system. Irrigation system shall provide complete coverage of all plant materials. This system should have rain sensor and should automatically shut off when raining. Irrigation system to comply with applicable jurisdictional requirements.
- Irrigation system to use potable water.



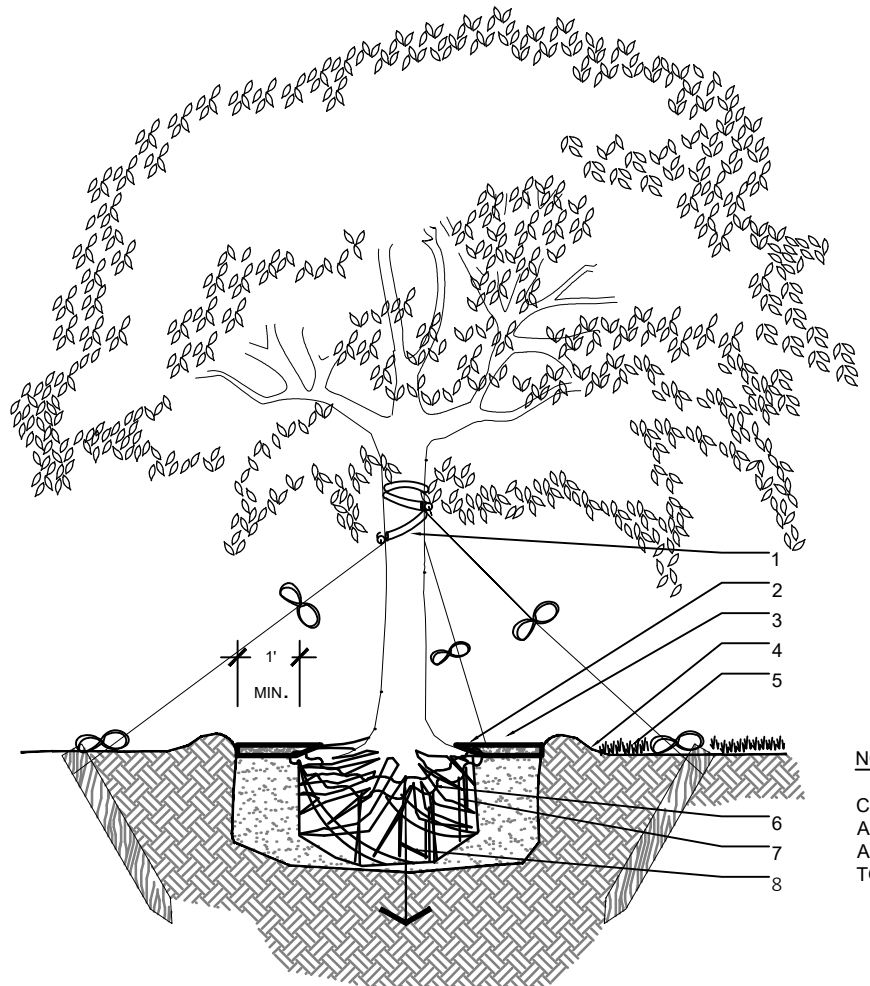
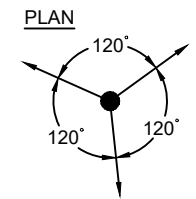
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Call before you dig.



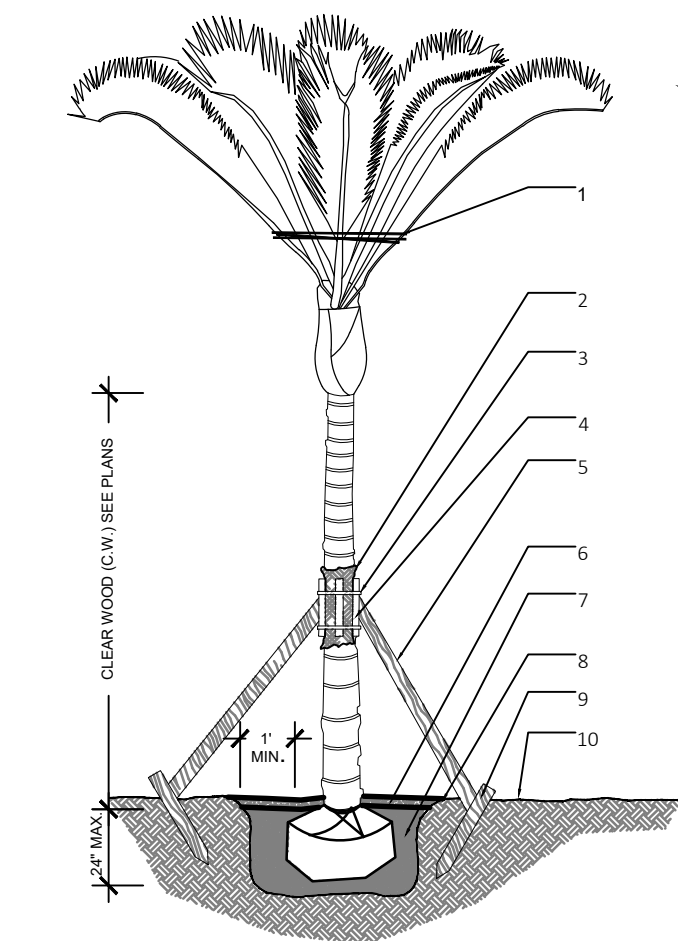
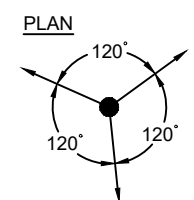
4 MULTI-TRUNK TREE SECTION SCALE: N.T.S



3 SMALL TREE SECTION SCALE: N.T.S

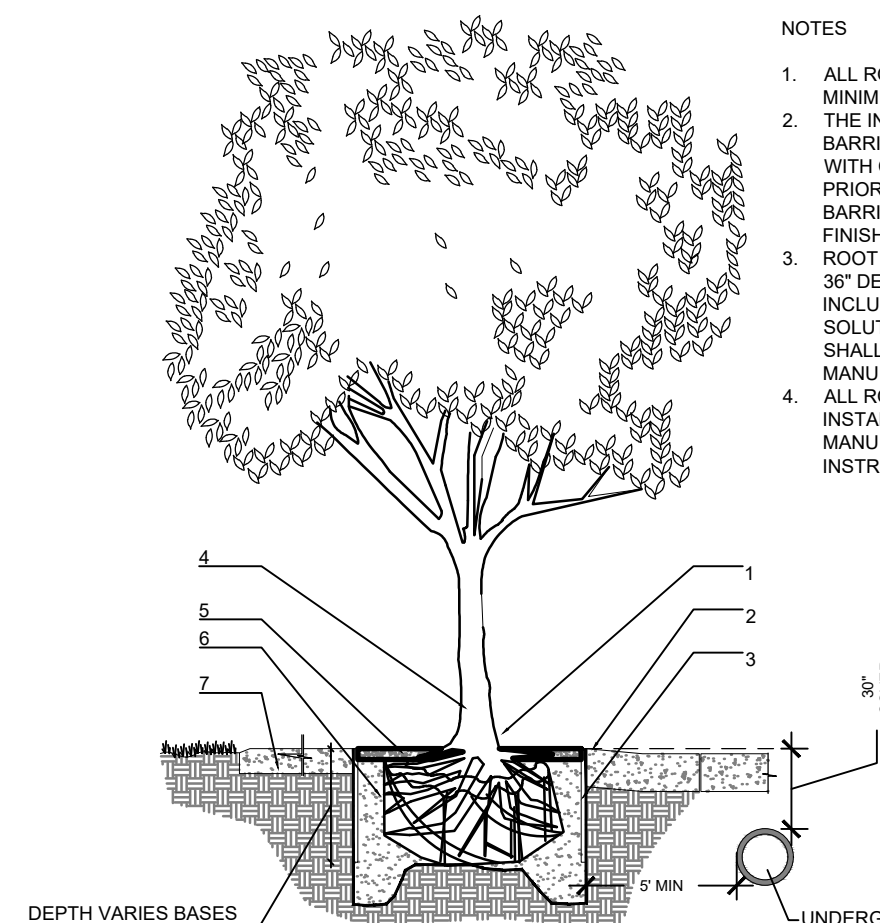


2 LARGE TREE SECTION SCALE: N.T.S



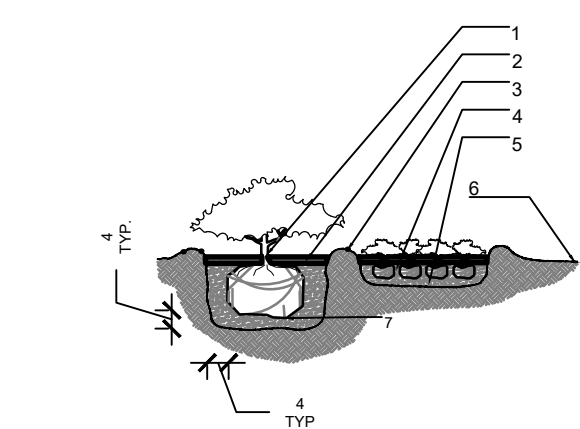
5 SMALL PALM SECTION SCALE: N.T.S

- NOTES
1. ALL ROOT BARRIERS SHALL BE 5' MINIMUM FROM ALL CITY FACILITIES.
2. THE INSTALLATION OF ROOT BARRIERS SHALL BE COORDINATED WITH CITY AND INSPECTED BY CITY PRIOR TO BACKFILLING. ALL ROOT BARRIERS SHALL EXTEND UP TO FINISHED GRADE.
3. ROOT BARRIERS SHALL BE MINIMUM 36" DEEP. APPROVED PRODUCTS INCLUDE "DEEP ROOT" AND "ROOT SOLUTIONS". FLEXIBLE BARRIERS SHALL BE 36" PANELS MANUFACTURED BY BIOBARRIER. ALL ROOT BARRIERS SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS WRITTEN INSTRUCTIONS.



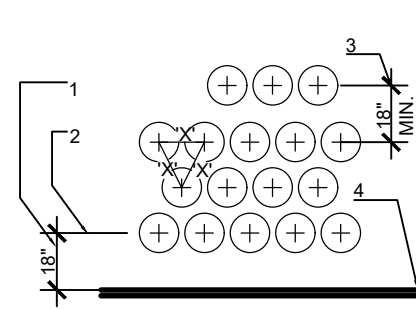
6 ROOT BARRIER INSTALLATION SECTION SCALE: N.T.S

NOTE:
CONTRACTOR SHALL ASSURE PERCOLATION OF ALL PLANTING PITS/BEDS PRIOR TO INSTALLATION.



8 SHRUBS & GROUNCOVERS SECTION SCALE: N.T.S

NOTE:
ALL SHRUBS AND GROUNDCOVER MASSES TO USE TRIANGULAR SPACING EXCEPT WHERE NOTED REFER TO PLANT LIST FOR INDIVIDUAL PLANT SPACING "X".



9 TYPICAL PLANT SPACING SECTION SCALE: N.T.S

- LEGEND
1. SOD (PROVIDE CLEAN, SMOOTH EDGE BETWEEN SOD AND MULCHED AREAS).
2. 3" DECORATIVE MULCH (SEE SPECIFICATIONS)
3. PLANTING SOIL (FINE RAKED AND FREE OF WEEDS AND OTHER DELETERIOUS MATERIALS, SEE SPECIFICATIONS)

NOTE:
ALL MULCH SHALL BE FREE OF FIRE ANTS AND DEBRIS ONLY ENVIRONMENTAL FRIENDLY MULCH SHALL BE APPROVED.

10 MULCH SECTION SCALE: N.T.S

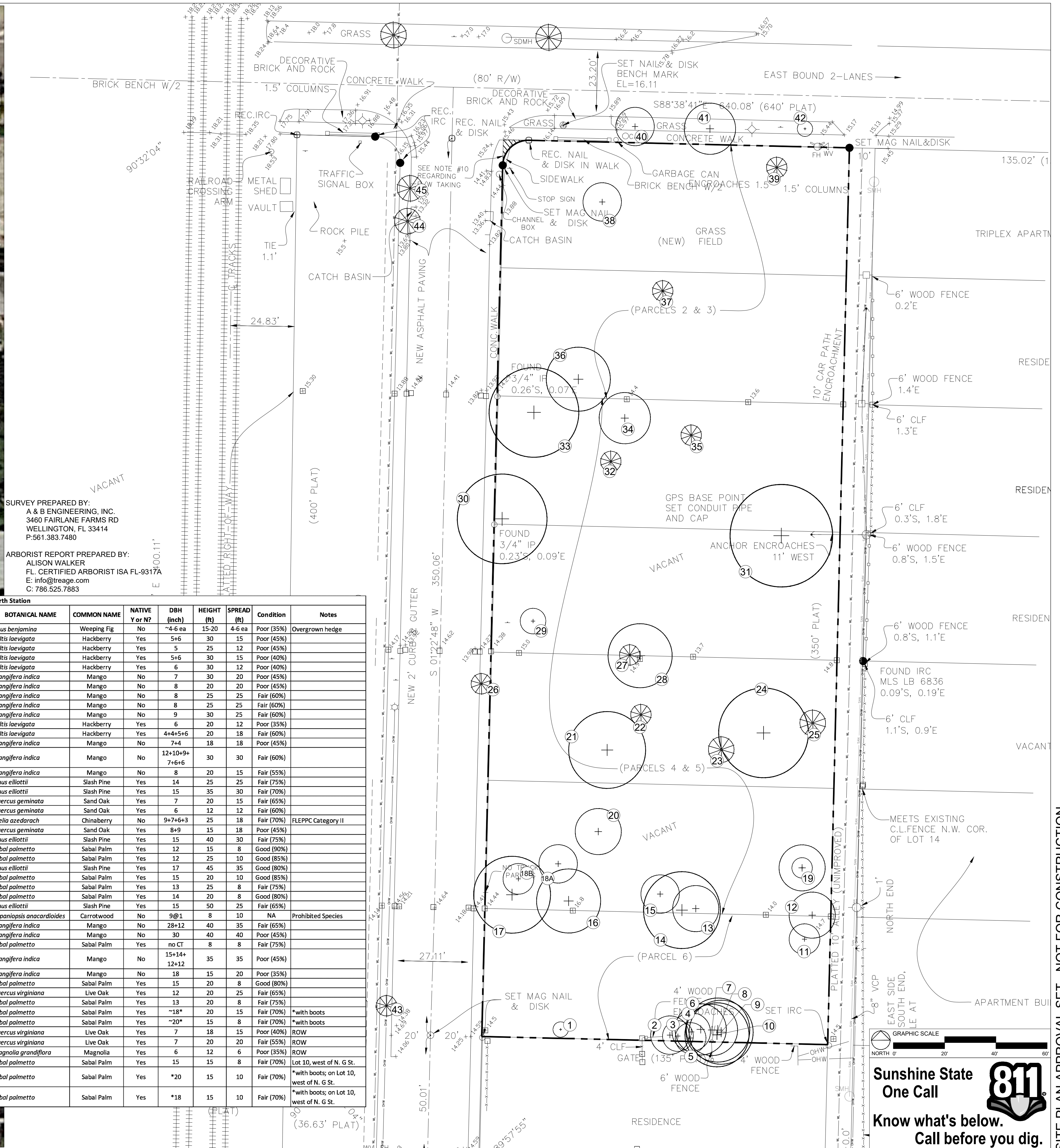
SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION



10th Avenue North

10th Avenue North

SITE



SURVEY PREPARED BY:
A & B ENGINEERING, INC.
3460 FAIRLANE FARMS RD
WELLINGTON, FL 33414
P:561.383.7480

ARBORIST REPORT PREPARED BY:
ALISON WALKER
FL CERTIFIED ARBORIST ISA FL-9317A
E: info@treage.com
C: 786.525.7883

| No. | BOTANICAL NAME | COMMON NAME | NATIVE Y or N? | DBH (inch) | HEIGHT (ft) | SPREAD (ft) | Condition | Notes |
|-----|----------------------------------|-------------|----------------|---------------|-------------|-------------|------------|------------------------------------------|
| 1 | <i>Ficus benjamina</i> | Weeping Fig | No | ~4-6 ea | 15-20 | 4-6 ea | Poor (35%) | Overgrown hedge |
| 2 | <i>Celtis laevigata</i> | Hackberry | Yes | 5+6 | 30 | 15 | Poor (45%) | |
| 3 | <i>Celtis laevigata</i> | Hackberry | Yes | 5 | 25 | 12 | Poor (45%) | |
| 4 | <i>Celtis laevigata</i> | Hackberry | Yes | 5+6 | 30 | 15 | Poor (40%) | |
| 5 | <i>Celtis laevigata</i> | Hackberry | Yes | 6 | 30 | 12 | Poor (40%) | |
| 6 | <i>Mangifera indica</i> | Mango | No | 7 | 30 | 20 | Poor (45%) | |
| 7 | <i>Mangifera indica</i> | Mango | No | 8 | 20 | 20 | Poor (45%) | |
| 8 | <i>Mangifera indica</i> | Mango | No | 8 | 25 | 25 | Fair (60%) | |
| 9 | <i>Mangifera indica</i> | Mango | No | 8 | 25 | 25 | Fair (60%) | |
| 10 | <i>Mangifera indica</i> | Mango | No | 9 | 30 | 25 | Fair (60%) | |
| 11 | <i>Celtis laevigata</i> | Hackberry | Yes | 6 | 20 | 12 | Poor (35%) | |
| 12 | <i>Celtis laevigata</i> | Hackberry | Yes | 4+4+5+6 | 20 | 18 | Fair (60%) | |
| 13 | <i>Mangifera indica</i> | Mango | No | 7+4 | 18 | 18 | Poor (45%) | |
| 14 | <i>Mangifera indica</i> | Mango | No | 12+10+9+7+6+6 | 30 | 30 | Fair (60%) | |
| 15 | <i>Mangifera indica</i> | Mango | No | 8 | 20 | 15 | Fair (55%) | |
| 16 | <i>Pinus elliotii</i> | Slash Pine | Yes | 14 | 25 | 25 | Fair (75%) | |
| 17 | <i>Pinus elliotii</i> | Slash Pine | Yes | 15 | 35 | 30 | Fair (70%) | |
| 18A | <i>Quercus geminata</i> | Sand Oak | Yes | 7 | 20 | 15 | Fair (65%) | |
| 18B | <i>Quercus geminata</i> | Sand Oak | Yes | 6 | 12 | 12 | Fair (60%) | |
| 19 | <i>Melia azedarach</i> | Chinaberry | No | 9+7+6+3 | 25 | 18 | Fair (70%) | FLPPC Category II |
| 20 | <i>Quercus geminata</i> | Sand Oak | Yes | 8+9 | 15 | 18 | Poor (45%) | |
| 21 | <i>Pinus elliotii</i> | Slash Pine | Yes | 15 | 40 | 30 | Fair (75%) | |
| 22 | <i>Sabal palmetto</i> | Sabal Palm | Yes | 12 | 15 | 8 | Good (90%) | |
| 23 | <i>Sabal palmetto</i> | Sabal Palm | Yes | 12 | 25 | 10 | Good (85%) | |
| 24 | <i>Pinus elliotii</i> | Slash Pine | Yes | 17 | 45 | 35 | Good (80%) | |
| 25 | <i>Sabal palmetto</i> | Sabal Palm | Yes | 15 | 20 | 10 | Good (85%) | |
| 26 | <i>Sabal palmetto</i> | Sabal Palm | Yes | 13 | 25 | 8 | Fair (75%) | |
| 27 | <i>Sabal palmetto</i> | Sabal Palm | Yes | 14 | 20 | 8 | Good (80%) | |
| 28 | <i>Pinus elliotii</i> | Slash Pine | Yes | 15 | 50 | 25 | Fair (65%) | |
| 29 | <i>Cupaniopsis anacardioides</i> | Carrotwood | No | 9@1 | 8 | 10 | NA | Prohibited Species |
| 30 | <i>Mangifera indica</i> | Mango | No | 28+12 | 40 | 35 | Fair (65%) | |
| 31 | <i>Mangifera indica</i> | Mango | No | 30 | 40 | 40 | Poor (45%) | |
| 32 | <i>Sabal palmetto</i> | Sabal Palm | Yes | no CT | 8 | 8 | Fair (75%) | |
| 33 | <i>Mangifera indica</i> | Mango | No | 15+14+12+12 | 35 | 35 | Poor (45%) | |
| 34 | <i>Mangifera indica</i> | Mango | No | 18 | 15 | 20 | Poor (35%) | |
| 35 | <i>Sabal palmetto</i> | Sabal Palm | Yes | 15 | 20 | 8 | Good (80%) | |
| 36 | <i>Quercus virginiana</i> | Live Oak | Yes | 12 | 20 | 25 | Fair (65%) | |
| 37 | <i>Sabal palmetto</i> | Sabal Palm | Yes | 13 | 20 | 8 | Fair (75%) | |
| 38 | <i>Sabal palmetto</i> | Sabal Palm | Yes | ~18* | 20 | 15 | Fair (70%) | *with boots |
| 39 | <i>Sabal palmetto</i> | Sabal Palm | Yes | ~20* | 15 | 8 | Fair (70%) | *with boots |
| 40 | <i>Quercus virginiana</i> | Live Oak | Yes | 7 | 18 | 15 | Poor (40%) | ROW |
| 41 | <i>Quercus virginiana</i> | Live Oak | Yes | 7 | 20 | 20 | Fair (55%) | ROW |
| 42 | <i>Magnolia grandiflora</i> | Magnolia | Yes | 6 | 12 | 6 | Poor (35%) | ROW |
| 43 | <i>Sabal palmetto</i> | Sabal Palm | Yes | 15 | 15 | 8 | Fair (70%) | Lot 10, west of N. G St. |
| 44 | <i>Sabal palmetto</i> | Sabal Palm | Yes | *20 | 15 | 10 | Fair (70%) | *with boots; on Lot 10, west of N. G St. |
| 45 | <i>Sabal palmetto</i> | Sabal Palm | Yes | *18 | 15 | 10 | Fair (70%) | *with boots; on Lot 10, west of N. G St. |



LANDSCAPE ARCHITECTURE
LAND PLANNING
URBAN DESIGN
2208 NE 7th Street, #1
Fort Lauderdale, Florida 33306 USA
TEL: 954.333.8259
www.andresmontero.com
LIC#200086

| Rev | Date | Description |
|-----|------|-------------|
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Project Name:
LAKE WORTH STATION
10th Ave. North & North G St.
Lake Worth, FL 33460

Sheet Title:
SITE AERIAL & PROPERTY SURVEY

Project Name:
LAKE WORTH STATION
10th Ave. North & North G St.
Lake Worth, FL 33460

SEAL / SIGNATURE

STATE OF FLORIDA
REGISTRATION LAG86973

Date: JUNE 15, 2022
Scale: 1" = 20'
Drawn By: AEM/GMP/MEP
Approved By: AEM
Project No: 202206

Sheet Number:
L-01

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SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION

By: _____

Rev: _____

Date: _____

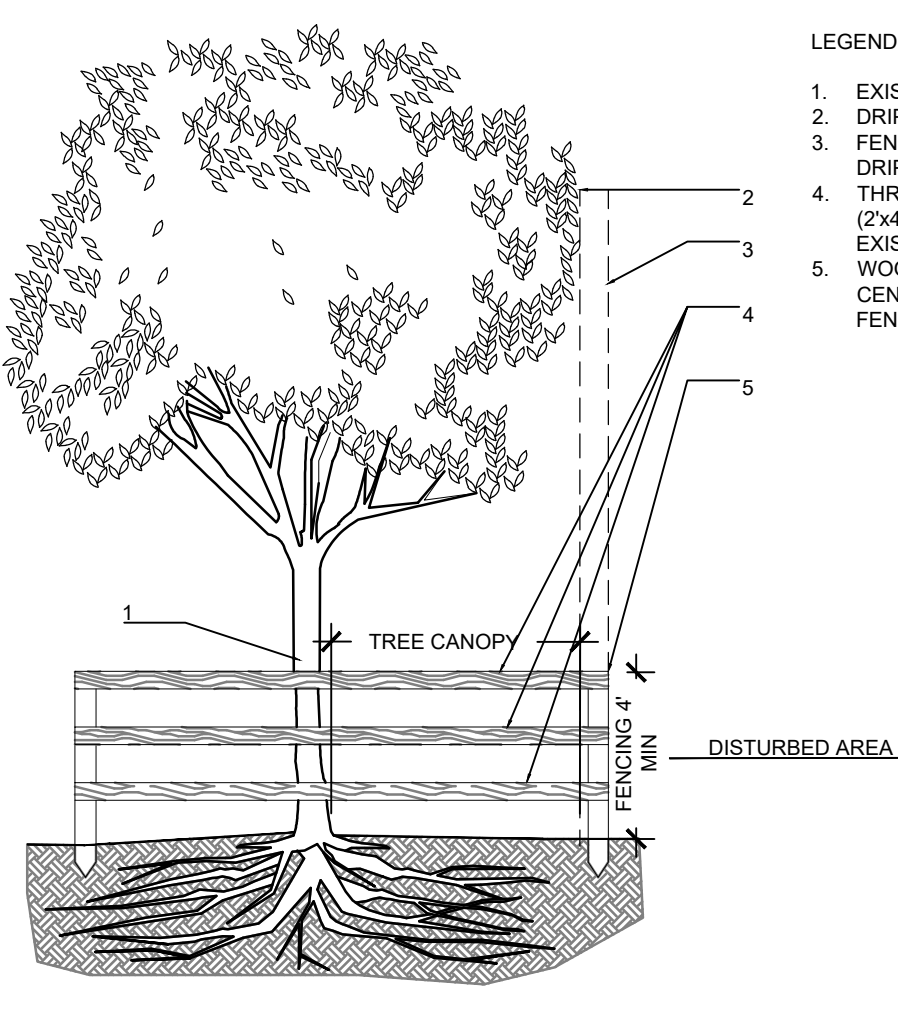
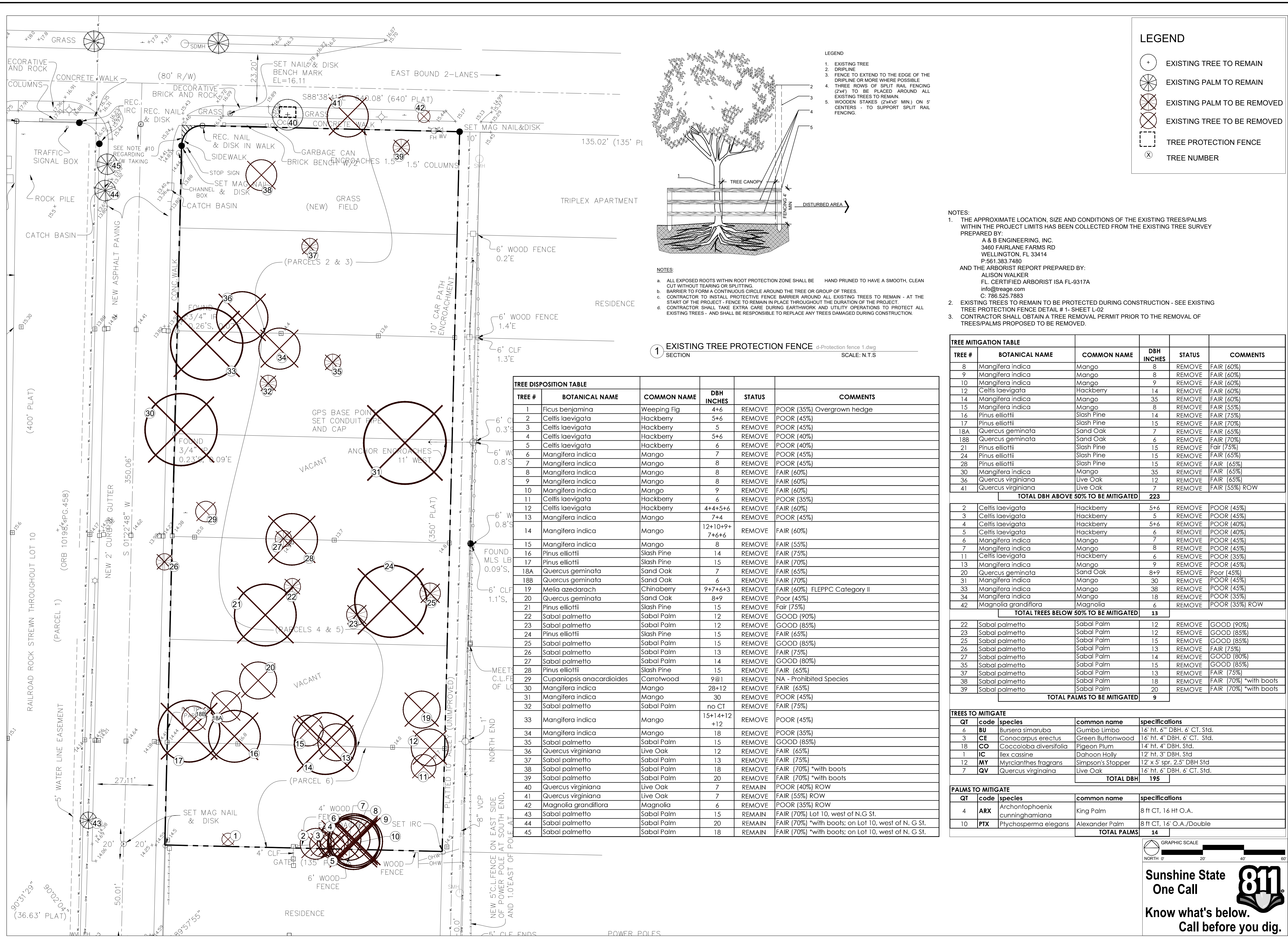
Description: _____

Sheet Title:
TREE DISPOSITION PLAN

Project Name:
LAKE WORTH STATION
10th Ave. North & North G St.
Lake Worth, FL 33460

Project Name:
ANDRES MONTERO P.L.A. A.S.A.
STATE OF FLORIDA
REGISTRATION: LA869673

Date: JUNE 15, 2022
Scale: 1" = 20'
Drawn By: AEM/GMP/MEP
Approved By: AEM
Project No: 202206
Sheet Number:
L-02



- LEGEND
- 1. EXISTING TREE
 - 2. DRIPLINE
 - 3. FENCE TO EXTEND TO THE EDGE OF THE DRIPLINE OR MORE WHERE POSSIBLE
 - 4. THREE ROWS OF SPLIT RAIL FENCING (2"x4") TO BE PLACED AROUND ALL EXISTING TREES TO REMAIN.
 - 5. WOODEN STAKES (2"x4"x5' MIN) ON 5' CENTERS - TO SUPPORT SPLIT RAIL FENCING.

- NOTES
- a. ALL EXPOSED ROOTS WITHIN ROOT PROTECTION ZONE SHALL BE HAND PRUNED TO HAVE A SMOOTH, CLEAN CUT WITHOUT TEARING OR SPLITTING.
 - b. BARRIER TO FORM A CONTINUOUS FENCE AROUND ALL EXISTING TREES TO REMAIN - AT THE START OF THE PROJECT - FENCE TO REMAIN IN PLACE THROUGHOUT THE DURATION OF THE PROJECT.
 - c. CONTRACTOR SHALL TAKE EXTRA CARE DURING EARTHWORK AND UTILITY OPERATIONS TO PROTECT ALL EXISTING TREES - AND SHALL BE RESPONSIBLE TO REPLACE ANY TREES DAMAGED DURING CONSTRUCTION.

1 EXISTING TREE PROTECTION FENCE d-Protection fence 1.dwg
SECTION SCALE: N.T.S

| TREE # | BOTANICAL NAME | COMMON NAME | DBH INCHES | STATUS | COMMENTS |
|--------|---------------------------|-------------|---------------|--------|-----------------------------------------------------|
| 1 | Ficus benjamina | Weeping Fig | 4+6 | REMOVE | POOR (35%) Overgrown hedge |
| 2 | Celtis laevigata | Hackberry | 5+6 | REMOVE | POOR (45%) |
| 3 | Celtis laevigata | Hackberry | 5 | REMOVE | POOR (45%) |
| 4 | Celtis laevigata | Hackberry | 5+6 | REMOVE | POOR (40%) |
| 5 | Celtis laevigata | Hackberry | 6 | REMOVE | POOR (40%) |
| 6 | Mangifera indica | Mango | 7 | REMOVE | POOR (45%) |
| 7 | Mangifera indica | Mango | 8 | REMOVE | POOR (45%) |
| 8 | Mangifera indica | Mango | 8 | REMOVE | FAIR (60%) |
| 9 | Mangifera indica | Mango | 8 | REMOVE | FAIR (60%) |
| 10 | Mangifera indica | Mango | 9 | REMOVE | FAIR (60%) |
| 11 | Celtis laevigata | Hackberry | 6 | REMOVE | POOR (35%) |
| 12 | Celtis laevigata | Hackberry | 4+4+5+6 | REMOVE | FAIR (60%) |
| 13 | Mangifera indica | Mango | 7+4 | REMOVE | POOR (45%) |
| 14 | Mangifera indica | Mango | 12+10+9+7+6+6 | REMOVE | FAIR (60%) |
| 15 | Mangifera indica | Mango | 8 | REMOVE | FAIR (55%) |
| 16 | Pinus elliottii | Slash Pine | 14 | REMOVE | FAIR (75%) |
| 17 | Pinus elliottii | Slash Pine | 15 | REMOVE | FAIR (70%) |
| 18A | Quercus geminata | Sand Oak | 7 | REMOVE | FAIR (65%) |
| 18B | Quercus geminata | Sand Oak | 6 | REMOVE | FAIR (70%) |
| 19 | Melia azedarach | Chinaberry | 9+7+6+3 | REMOVE | FAIR (60%) FLEPPC Category II |
| 20 | Quercus geminata | Sand Oak | 8+9 | REMOVE | Poor (45%) |
| 21 | Pinus elliottii | Slash Pine | 15 | REMOVE | Fair (75%) |
| 22 | Sabal palmetto | Sabal Palm | 12 | REMOVE | GOOD (90%) |
| 23 | Sabal palmetto | Sabal Palm | 12 | REMOVE | GOOD (85%) |
| 24 | Pinus elliottii | Slash Pine | 15 | REMOVE | FAIR (65%) |
| 25 | Sabal palmetto | Sabal Palm | 15 | REMOVE | GOOD (85%) |
| 26 | Sabal palmetto | Sabal Palm | 13 | REMOVE | FAIR (75%) |
| 27 | Sabal palmetto | Sabal Palm | 14 | REMOVE | GOOD (80%) |
| 28 | Pinus elliottii | Slash Pine | 15 | REMOVE | FAIR (65%) |
| 29 | Cupaniopsis anacardioides | Carrotwood | 9@1 | REMOVE | NA - Prohibited Species |
| 30 | Mangifera indica | Mango | 28+12 | REMOVE | FAIR (65%) |
| 31 | Mangifera indica | Mango | 30 | REMOVE | POOR (45%) |
| 32 | Sabal palmetto | Sabal Palm | no CT | REMOVE | FAIR (75%) |
| 33 | Mangifera indica | Mango | 15+14+12+12 | REMOVE | POOR (45%) |
| 34 | Mangifera indica | Mango | 18 | REMOVE | POOR (35%) |
| 35 | Sabal palmetto | Sabal Palm | 15 | REMOVE | GOOD (85%) |
| 36 | Quercus virginiana | Live Oak | 12 | REMOVE | FAIR (65%) |
| 37 | Sabal palmetto | Sabal Palm | 13 | REMOVE | FAIR (75%) |
| 38 | Sabal palmetto | Sabal Palm | 18 | REMOVE | FAIR (70%) *with boots |
| 39 | Sabal palmetto | Sabal Palm | 20 | REMOVE | FAIR (70%) *with boots |
| 40 | Quercus virginiana | Live Oak | 7 | REMAIN | POOR (40%) ROW |
| 41 | Quercus virginiana | Live Oak | 7 | REMAIN | FAIR (55%) ROW |
| 42 | Magnolia grandiflora | Magnolia | 6 | REMOVE | POOR (35%) ROW |
| 43 | Sabal palmetto | Sabal Palm | 15 | REMAIN | FAIR (70%) Lot 10, west of N.G St. |
| 44 | Sabal palmetto | Sabal Palm | 20 | REMAIN | FAIR (70%) *with boots; on Lot 10, west of N. G St. |
| 45 | Sabal palmetto | Sabal Palm | 18 | REMAIN | FAIR (70%) *with boots; on Lot 10, west of N. G St. |

| TREE # | BOTANICAL NAME | COMMON NAME | DBH INCHES | STATUS | COMMENTS |
|--------------------------------------------|--------------------|-------------|------------|--------|----------------|
| 8 | Mangifera indica | Mango | 8 | REMOVE | FAIR (60%) |
| 9 | Mangifera indica | Mango | 8 | REMOVE | FAIR (60%) |
| 10 | Mangifera indica | Mango | 9 | REMOVE | FAIR (60%) |
| 12 | Celtis laevigata | Hackberry | 14 | REMOVE | FAIR (60%) |
| 14 | Mangifera indica | Mango | 35 | REMOVE | FAIR (60%) |
| 15 | Mangifera indica | Mango | 8 | REMOVE | FAIR (55%) |
| 16 | Pinus elliottii | Slash Pine | 14 | REMOVE | FAIR (75%) |
| 17 | Pinus elliottii | Slash Pine | 15 | REMOVE | FAIR (70%) |
| 18A | Quercus geminata | Sand Oak | 7 | REMOVE | FAIR (65%) |
| 18B | Quercus geminata | Sand Oak | 6 | REMOVE | FAIR (70%) |
| 21 | Pinus elliottii | Slash Pine | 15 | REMOVE | Fair (75%) |
| 24 | Pinus elliottii | Slash Pine | 15 | REMOVE | FAIR (65%) |
| 28 | Pinus elliottii | Slash Pine | 15 | REMOVE | FAIR (65%) |
| 30 | Mangifera indica | Mango | 35 | REMOVE | FAIR (65%) |
| 36 | Quercus virginiana | Live Oak | 12 | REMOVE | FAIR (65%) |
| 41 | Quercus virginiana | Live Oak | 7 | REMOVE | FAIR (55%) ROW |
| TOTAL DBH ABOVE 50% TO BE MITIGATED | | | | | 223 |

| | | | | | |
|----------------------------------------------|----------------------|-----------|-----|--------|----------------|
| 2 | Celtis laevigata | Hackberry | 5+6 | REMOVE | POOR (45%) |
| 3 | Celtis laevigata | Hackberry | 5 | REMOVE | POOR (45%) |
| 4 | Celtis laevigata | Hackberry | 5+6 | REMOVE | POOR (40%) |
| 5 | Celtis laevigata | Hackberry | 6 | REMOVE | POOR (40%) |
| 6 | Mangifera indica | Mango | 7 | REMOVE | POOR (45%) |
| 7 | Mangifera indica | Mango | 8 | REMOVE | POOR (45%) |
| 11 | Celtis laevigata | Hackberry | 6 | REMOVE | POOR (35%) |
| 13 | Mangifera indica | Mango | 9 | REMOVE | POOR (45%) |
| 20 | Quercus geminata | Sand Oak | 8+9 | REMOVE | Poor (45%) |
| 31 | Mangifera indica | Mango | 30 | REMOVE | POOR (45%) |
| 33 | Mangifera indica | Mango | 38 | REMOVE | POOR (45%) |
| 34 | Mangifera indica | Mango | 18 | REMOVE | POOR (35%) |
| 42 | Magnolia grandiflora | Magnolia | 6 | REMOVE | POOR (35%) ROW |
| TOTAL TREES BELOW 50% TO BE MITIGATED | | | | | 13 |

| | | | | | |
|------------------------------------|----------------|------------|----|--------|------------------------|
| 22 | Sabal palmetto | Sabal Palm | 12 | REMOVE | GOOD (90%) |
| 23 | Sabal palmetto | Sabal Palm | 12 | REMOVE | GOOD (85%) |
| 25 | Sabal palmetto | Sabal Palm | 15 | REMOVE | GOOD (85%) |
| 26 | Sabal palmetto | Sabal Palm | 13 | REMOVE | FAIR (75%) |
| 27 | Sabal palmetto | Sabal Palm | 14 | REMOVE | GOOD (80%) |
| 35 | Sabal palmetto | Sabal Palm | 15 | REMOVE | GOOD (85%) |
| 37 | Sabal palmetto | Sabal Palm | 13 | REMOVE | FAIR (75%) |
| 38 | Sabal palmetto | Sabal Palm | 18 | REMOVE | FAIR (70%) *with boots |
| 39 | Sabal palmetto | Sabal Palm | 20 | REMOVE | FAIR (70%) *with boots |
| TOTAL PALMS TO BE MITIGATED | | | | | 9 |

| QT | code | species | common name | specifications | |
|------------------|------|------------------------|-------------------|-----------------------------|------------|
| 6 | BU | Bursera simaruba | Gumbo Limbo | 16' ht. 6" DBH. 6' CT. Std. | |
| 3 | CE | Conocarpus erectus | Green Buttonwood | 16' ht. 4" DBH. 6' CT. Std. | |
| 18 | CO | Coccoloba diversifolia | Pigeon Plum | 14' ht. 4" DBH. Std. | |
| 1 | IC | Ilex cassine | Dahoon Holly | 12' ht. 3" DBH. Std | |
| 12 | MY | Myrcianthes fragrans | Simpson's Stopper | 12' x 5' spr. 2.5" DBH Std | |
| 7 | QV | Quercus virginiana | Live Oak | 16' ht. 6" DBH. 6' CT. Std. | |
| TOTAL DBH | | | | | 195 |

| QT | code | species | common name | specifications | |
|--------------------|------|--------------------------------|----------------|--------------------------|-----------|
| 4 | ARX | Archontophoenix cunninghamiana | King Palm | 8 ft CT, 16 HI O.A. | |
| 10 | PIX | Ptychosperma elegans | Alexander Palm | 8 ft CT, 16' O.A./Double | |
| TOTAL PALMS | | | | | 14 |

GRAPHIC SCALE
Scale: 1" = 20'

Sunshine State One Call

Know what's below. Call before you dig.

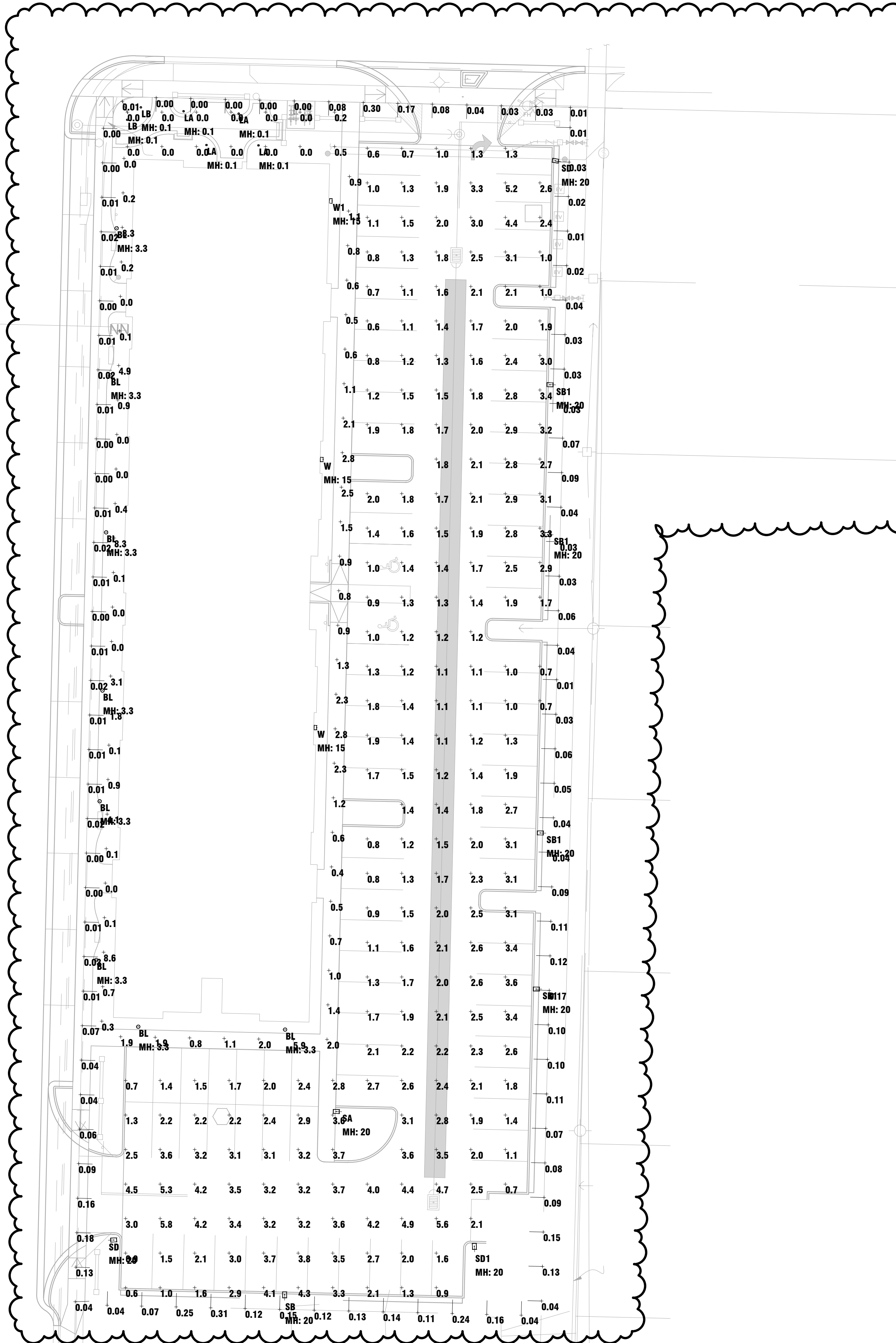
811

SITE PLAN APPROVAL SET - NOT FOR CONSTRUCTION

SITE LIGHTING NOTES

- A THE SITE LIGHTING SHOWN HAS BEEN DESIGNED WITH A COMPUTERIZED POINT BY POINT PHOTOMETRIC LAYOUT.
- B SITE LIGHTING SHALL BE INSTALLED AS SPECIFIED ON THIS DRAWING. NO FIXTURE SUBSTITUTION WILL BE ACCEPTED BY THIS OFFICE. THIS WILL BE ENABLE LIGHTING CERTIFICATION LETTER TO BE DONE BY OUR OFFICE.
- C IF ANY SITE LIGHTING SUBSTITUTION IS MADE, CERTIFICATION LETTER & TEST FOR LIGHTING SHALL BE SIGNED & SEALED BY AN INDEPENDENT PROFESSIONAL ENGINEER.
- D THE POLE MANUFACTURER SHALL SUPPLY ANY REQ'D CERTIFICATION FOR THE RECOMMENDED BURIAL DEPTH TO COMPLY WITH FLORIDA BUILDING CODE REQUIREMENTS.
- E SOIL SHALL BE TESTED AND IF REQUIRED A CONCRETE FOOTING SHALL BE DONE FOR THE POLE.

ALL REPORTS, PLANS, SPECIFICATIONS AND COMPUTER FILES RELATING TO THIS PROJECT ARE THE PROPERTY OF THE MARTIN ARCHITECTURAL GROUP, THE MARTIN ARCHITECTURAL GROUP ASSOCIATES, LAND AND PLANNERS ARCHITECTS AND PLANNERS A PROFESSIONAL CORPORATION. REPRODUCING OR TRANSMITTING IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECTURAL GROUP VIOLATES THE COPYRIGHT LAWS OF THE UNITED STATES AND WILL BE SUBJECT TO LITIGATION. © 2022, The Martin Architectural Group, P.C.



Luminaire Schedule

Project: LAKE WORTH STATION - SITE - REV1 --- APR-6-2022

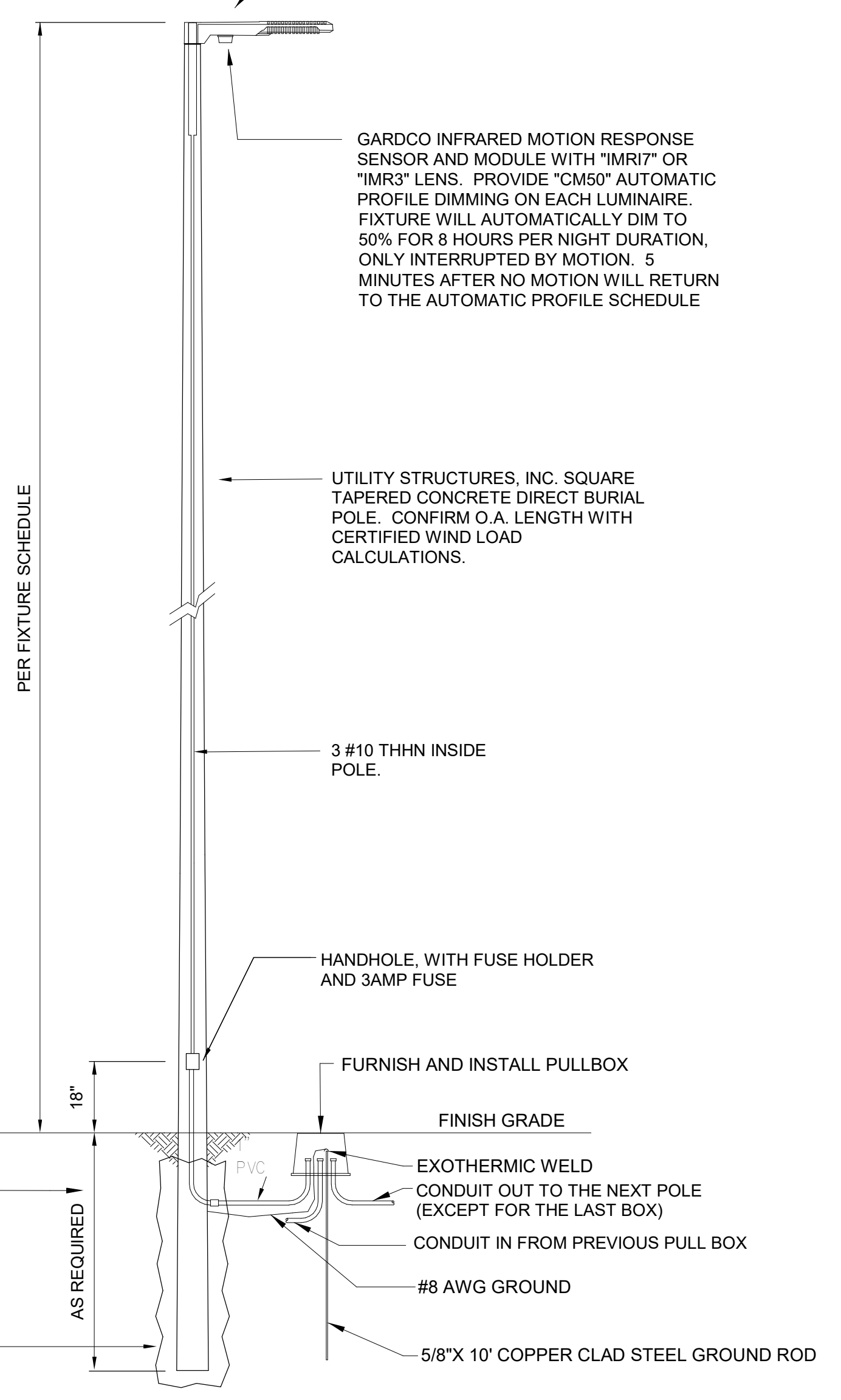
| Symbol | Qty | Label | Description | LLD | Lum. Watts | Total Watts |
|--------|-----|-------|---------------------------------------------------|-----|------------|-------------|
| BL | 8 | BL | FC LIGHTING FC80C_30002 | | 0.900 | 28.84 |
| SA | 1 | SA | GARDCO ECF-S-321-1_2A-WW-62-5 POLE MOUNT 20' AFG | | 0.900 | 121.6 |
| SB | 1 | SB | GARDCO ECF-S-321-700-WW-62-8LC POLE MOUNT 20' AFG | | 0.900 | 71.82 |
| SC | 4 | SC | GARDCO ECF-S-321-530-WW-62-8LC POLE MOUNT 20' AFG | | 0.900 | 54.87481 |
| SD | 2 | SD | GARDCO ECF-S-321-700-WW-62-LCL POLE MOUNT 20' AFG | | 0.900 | 71.82 |
| SE | 1 | SE | GARDCO ECF-S-321-530-WW-62-LCL POLE MOUNT 20' AFG | | 0.900 | 54.87481 |
| W | 2 | W | GARDCO 1011-161-700-WW-62-3 | | 0.900 | 38.4 |
| W1 | 1 | W1 | GARDCO 1011-161-700-WW-62-4 | | 0.900 | 12 |
| LA | 4 | LA | HABCO BROWN-SP1 | | 0.900 | 33 |
| LB | 2 | LB | BL LIGHTING HP2-LED-TB-605-SP-48-40x-12-NE-AM | | 0.900 | 7 |

Calculations Summary

Project: LAKE WORTH STATION - SITE - REV1 --- APR-6-2022

| Label | Avg | Max | Min | Avg/Min | Max/Min |
|----------------------------------|------|------|------|---------|---------|
| PARK & DRIVE | 2.17 | 5.8 | 0.6 | 3.62 | 9.67 |
| PROPERTY LINE - 0' AS HORIZONTAL | 0.08 | 0.32 | 0.00 | N.A. | N.A. |
| PROPERTY LINE - 0' AS VERTICAL | 0.06 | 0.31 | 0.00 | N.A. | N.A. |

FIXTURE TYPE SA, SB, SC, SD & SE. GARDCO ECOFORM ECF-S SERIES, PER FIXTURE SCHEDULE.



PROVIDE WIND LOAD CALCULATIONS FOR 170MPH, SIGNED AND SEALED BY A FLORIDA ENGINEER. CONFIRM BURIAL DEPTH FOR EACH POLE ASSEMBLY / MOUNTING HEIGHT.

PROVIDE BACKFILL AS REQUIRED FOR WIND LOADING

2 POLE MOUNTING DETAIL NOT TO SCALE

1 PHOTOMETRIC SITE PLAN 1" = 20'-0"

THE MARTIN ARCHITECTURAL GROUP, P.C.
 ARCHITECTS AND LAND PLANNERS
 A PROFESSIONAL CORPORATION
 6810 Lyons Technology Circle, Suite 185, Coconut Creek FL, 33073
 P (954) 428-1618 F (954) 428-4416

P.A.: _____ SL
 P.M.: _____ DFH
 DRAWN BY: _____ JVS
 PROJECT NO.: 222028

| NO. | REVISION / REVISED PER SPRT #1 | DATE |
|-----|--------------------------------|------------|
| 1 | | 08/15/2022 |

PERMIT SET

PHOTOMETRIC SITE PLAN
LAKE WORTH STATION
 LAKE WORTH BEACH, FLORIDA

SCALE: AS NOTED
 DATE: 2022/04/06

GENERAL DISCLAIMER: ANY DESIGN CHANGES, TO THE SYSTEM COVERED BY THESE PLANS WITHOUT PRIOR APPROVAL OF THE ENGINEER WHO PREPARED THESE PLANS, WILL NULL AND VOID THESE PLANS AND THE REVISED INSTALLATION. IN ADDITION, ALL EXPENSES ASSOCIATED WITH RETURNING THE SYSTEM TO ITS ORIGINAL DESIGN WILL BE THE RESPONSIBILITY OF THE COMPANY WHICH APPROVED THESE CHANGES. FINAL BID TO INCLUDE PERMIT COMMENTS.

FORMICA & ASSOCIATES inc.
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 Celebrating 40 years!
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GARDCO Site & Area
EcoForm
by @ignify
ECF-S small area light

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Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire. EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire. EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

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Ordering guide example: ECF-S-64L-900-NW-G2-AR-S-120-HIS-MGY

| Profile | Number of LEDs | Drive Current | LED Color - Generation | Mounting | Distribution | Voltage |
|------------------------------------|-------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|
| ECF-S | 32L | 530 | NW-G2 | AR | LCL | UNV |
| ECF-S EcoForm site and area, small | 32L 32 LEDs (2 modules) | 365 365mA 530 530mA 700 700mA 1A 1000mA | NW-G2 Warm White 3000K, T80C8 Generation 2 Neutral White 4000K, T80C8 Generation 2 Cool White 5000K, T80C8 Generation 2 | AR Arm Mount (standard) | Type 2 2-90° Rotated left 90° 2-270° Rotated right 270° | 120 120V 208 208V 240 240V 277 277V 347 347V |
| | | | | | | |
| 48L 48 LEDs (3 modules) | 900 900mA 1A 1000mA | CW-G2 Cool White 5000K, T80C8 Generation 2 | BLC Back Light Control (related at 90°) BLC-90 Back Light Control (related at 90°) BLC-270 Back Light Control (related at 270°) | Type 3 3-90° Rotated left 90° 3-270° Rotated right 270° | 480 480V UNV 120-277V 150-277V 347-480V (50/60Hz) | |
| | | | | | | 64L 64 LEDs (4 modules) |

| Options | Accessories | Photometrics | Electrical | Luminaire | Finish |
|---------|-------------|--------------|------------|-----------|--------|
| CM50 | IMR7 | PCB** | FLTP** | HS* | RAL |

CM50 0-10V External dimming (for controls by others)
DCO*** Dual Circuit Control
FAGS*** Field Adjustable Wattage Selector
LCC**** Integral wireless module
BL*** Bi-level functionality
SDB**** SR driver connected to Zhaga socket
DynDimmer: Automatic Profile Dimming
CS60** Safety 50% Dimming, 7 hours
CS70** Median 50% Dimming, 8 hours
CS80** Safety 30% Dimming, 7 hours
CS90** Median 30% Dimming, 8 hours

1. BL-IMR7 equipped with out-boarded sensor housing when voltage is 120V (247-480V).
2. Mounts to a 4" round pole with adapter included for square poles.
3. Limited to a maximum of 45 degrees aiming above horizontal.
4. Not available with other dimming control options.
5. Not available with motion sensor lens.
6. Not available with photocell sensor.
7. Must specify a motion sensor lens.
8. Not available in 347 or 480V.
9. Must specify input voltage.
10. TLRS5, TLRS7 and TLRPC receptacle pins 4 & 5 are capped off when ordered with any of the following control options:
FAGS or LCC.
11. Not available in 480V. Order photocell separately with TLRS5/7 details. Consult factory for lead time. All pins in NEMA receptacle are connected to SR driver. SDBR not available with TLRS5 or TLRPC.
12. Not available with SP and WS. RFAAs provided with black finish standard.
13. Not available with motion sensor.
14. HS not available with Type 5. SW, BLC, BLC-90, BLC-270, LCL, LCL and RCL not available with 48L-12A or 64L-1A.
15. Not available with DC, DCC, and FAWSS dimming control options.
16. Not available with DC, DCC, FAWSS and LCC dimming control options.
17. When ordering SDBR, controller (by others) to be used on socket must be SR compatible (See specifications for more details). Consult factory for lead time. All pins in NEMA receptacle are connected to SR driver. SDBR not available with TLRS5 or TLRPC.
18. LCL and RCL not available with 48L-12A or 64L-1A.
19. LCL and RCL not available with 48L-12A or 64L-1A.
20. Not available with DC, DCC, and FAWSS dimming control options.
21. Consult Signify to confirm whether specific accessories are BAA-compliant.



ECF-S_EcoForm_area_small 01/22 page 1 of 9

GARDCO Site & Area
EcoForm
by @ignify
ECF-S small area light

Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire. EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Ordering guide example: ECF-S-64L-900-NW-G2-AR-S-120-HIS-MGY

| Profile | Number of LEDs | Drive Current | LED Color - Generation | Mounting | Distribution | Voltage |
|------------------------------------|-------------------------|--------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|---------------------------------------------------------------|----------------------------------------------------------|
| ECF-S | 32L | 530 | NW-G2 | AR | LCL | UNV |
| ECF-S EcoForm site and area, small | 32L 32 LEDs (2 modules) | 365 365mA 530 530mA 700 700mA 1A 1000mA | NW-G2 Warm White 3000K, T80C8 Generation 2 Neutral White 4000K, T80C8 Generation 2 Cool White 5000K, T80C8 Generation 2 | AR Arm Mount (standard) | Type 2 2-90° Rotated left 90° 2-270° Rotated right 270° | 120 120V 208 208V 240 240V 277 277V 347 347V |
| | | | | | | |
| 48L 48 LEDs (3 modules) | 900 900mA 1A 1000mA | CW-G2 Cool White 5000K, T80C8 Generation 2 | BLC Back Light Control (related at 90°) BLC-90 Back Light Control (related at 90°) BLC-270 Back Light Control (related at 270°) | Type 3 3-90° Rotated left 90° 3-270° Rotated right 270° | 480 480V UNV 120-277V 150-277V 347-480V (50/60Hz) | |
| | | | | | | 64L 64 LEDs (4 modules) |

| Options | Accessories | Photometrics | Electrical | Luminaire | Finish |
|---------|-------------|--------------|------------|-----------|--------|
| CM50 | IMR7 | PCB** | FLTP** | HS* | RAL |

CM50 0-10V External dimming (for controls by others)
DCO*** Dual Circuit Control
FAGS*** Field Adjustable Wattage Selector
LCC**** Integral wireless module
BL*** Bi-level functionality
SDB**** SR driver connected to Zhaga socket
DynDimmer: Automatic Profile Dimming
CS60** Safety 50% Dimming, 7 hours
CS70** Median 50% Dimming, 8 hours
CS80** Safety 30% Dimming, 7 hours
CS90** Median 30% Dimming, 8 hours

1. BL-IMR7 equipped with out-boarded sensor housing when voltage is 120V (247-480V).
2. Mounts to a 4" round pole with adapter included for square poles.
3. Limited to a maximum of 45 degrees aiming above horizontal.
4. Not available with other dimming control options.
5. Not available with motion sensor lens.
6. Not available with photocell sensor.
7. Must specify a motion sensor lens.
8. Not available in 347 or 480V.
9. Must specify input voltage.
10. TLRS5, TLRS7 and TLRPC receptacle pins 4 & 5 are capped off when ordered with any of the following control options:
FAGS or LCC.
11. Not available in 480V. Order photocell separately with TLRS5/7 details. Consult factory for lead time. All pins in NEMA receptacle are connected to SR driver. SDBR not available with TLRS5 or TLRPC.
12. Not available with SP and WS. RFAAs provided with black finish standard.
13. Not available with motion sensor.
14. HS not available with Type 5. SW, BLC, BLC-90, BLC-270, LCL, LCL and RCL not available with 48L-12A or 64L-1A.
15. Not available with DC, DCC, and FAWSS dimming control options.
16. Not available with DC, DCC, FAWSS and LCC dimming control options.
17. When ordering SDBR, controller (by others) to be used on socket must be SR compatible (See specifications for more details). Consult factory for lead time. All pins in NEMA receptacle are connected to SR driver. SDBR not available with TLRS5 or TLRPC.
18. LCL and RCL not available with 48L-12A or 64L-1A.
19. LCL and RCL not available with 48L-12A or 64L-1A.
20. Not available with DC, DCC, and FAWSS dimming control options.
21. Consult Signify to confirm whether specific accessories are BAA-compliant.



ECF-S_EcoForm_area_small 01/22 page 1 of 9

ECF-S EcoForm small Area luminaire
EcoForm Accessories* (ordered separately, field installed)

| Shading Accessories | Footnotes |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <p>House Side shield HS-32-H Internal House Side Shield for 32 LEDs (2 modules) HS-48-H Internal House Side Shield for 48 LEDs (3 modules) HS-64-H Internal House Side Shield for 64 LEDs (4 modules)</p> <p>Optic at 90° or 270° orientation: HS-32-V Internal House Side Shield for 32 LEDs (2 modules) HS-48-V Internal House Side Shield for 48 LEDs (3 modules) HS-64-V Internal House Side Shield for 64 LEDs (4 modules)</p> | <p>20. Not available with Type 5 or SW optics. 21. Consult Signify to confirm whether specific accessories are BAA-compliant.</p> |

| Luminaire Accessories | Footnotes |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
| <p>ECF-BD-G2 Bird deterrent ECF-IMR-G2 IMR7 retrofit kit ECF-SP-G2 Slip Filter Mount (fits to 2-3/8" O.D. x 4" depth tenon) ECF-WB-G2 Wall Mount with surface conduct rear entry permitted</p> <p>EcoForm PFB2 (pole top filter fits 2-1/8" 2-1/2" O.D. x 4" depth tenon) PFB2-ECF-SLA-1-90-F) 1 luminaire at 90° PFB2-ECF-SLA-2-90-F) 2 luminaires at 90° PFB2-ECF-SLA-3-90-F) 3 luminaires at 90° PFB2-ECF-SLA-4-90-F) 4 luminaires at 90° PFB2-ECF-SLA-1-120-F) 1 luminaire at 120° PFB2-ECF-SLA-2-120-F) 2 luminaires at 120° PFB2-ECF-SLA-3-120-F) 3 luminaires at 120° (F) = Specify finish</p> <p>EcoForm PFT4 (pole top filter fits 3-1/2" 2-1/4" O.D. x 4" depth tenon) PFT4-ECF-SLA-1-90-F) 1 luminaire at 90° PFT4-ECF-SLA-2-90-F) 2 luminaires at 90° PFT4-ECF-SLA-3-90-F) 3 luminaires at 90° PFT4-ECF-SLA-4-90-F) 4 luminaires at 90° PFT4-ECF-SLA-1-120-F) 1 luminaire at 120° PFT4-ECF-SLA-2-120-F) 2 luminaires at 120° PFT4-ECF-SLA-3-120-F) 3 luminaires at 120° (F) = Specify finish</p> | <p>18. 0-10V dimming or other standard. 19. LCL and RCL not available with 48L-12A or 64L-1A.</p> |

Ready to Go configurations (when ordered with the "RS-" catalog code, the following configurations will ship in 2 weeks):

| Catalog Number | 12NC | Catalog Number | 12NC |
|------------------------------------|--------------|------------------------------------|--------------|
| RS-ECF-S-32L-1A-NW-G2-AR-3-UNV-BZ | 91240466002 | RS-ECF-S-64L-1A-NW-G2-AR-3-UNV-BK | 912404534590 |
| RS-ECF-S-32L-1A-NW-G2-AR-3-UNV-MGY | 91240466003 | RS-ECF-S-64L-1A-NW-G2-AR-4-UNV-BK | 91240466016 |
| RS-ECF-S-32L-1A-NW-G2-AR-3-UNV-BK | 912404534554 | RS-ECF-S-64L-1A-NW-G2-AR-4-UNV-MGY | 91240466017 |
| RS-ECF-S-32L-1A-NW-G2-AR-4-UNV-BZ | 91240466004 | RS-ECF-S-64L-1A-NW-G2-AR-5-UNV-BK | 912404534591 |
| RS-ECF-S-32L-1A-NW-G2-AR-4-UNV-MGY | 91240466005 | RS-ECF-S-64L-1A-NW-G2-AR-5-UNV-MGY | 91240466018 |
| RS-ECF-S-32L-1A-NW-G2-AR-4-UNV-BK | 912404534555 | RS-ECF-S-64L-1A-NW-G2-AR-5-UNV-BZ | 912404534592 |
| RS-ECF-S-32L-1A-NW-G2-AR-5-UNV-BZ | 91240466006 | RS-ECF-RAM-G2-DYG0 | 91240466497 |
| RS-ECF-S-32L-1A-NW-G2-AR-5-UNV-MGY | 91240466007 | RS-ECF-RAM-G2-MGY | 91240466498 |
| RS-ECF-S-32L-1A-NW-G2-AR-5-UNV-BK | 912404534556 | RS-ECF-RAM-G2-WH | 91240466499 |
| RS-ECF-S-48L-1A-NW-G2-AR-3-UNV-BZ | 91240466008 | RS-ECF-RAM-G2-BK | 91240466488 |
| RS-ECF-S-48L-1A-NW-G2-AR-3-UNV-MGY | 91240466009 | RS-ECF-RAM-G2-RZ | 91240466489 |
| RS-ECF-S-48L-1A-NW-G2-AR-3-UNV-BK | 912404534557 | RS-ECF-RAM-G2-GR | 91240466484 |
| RS-ECF-S-48L-1A-NW-G2-AR-4-UNV-BZ | 91240466010 | RS-HIS-32-H | 91240466489 |
| RS-ECF-S-48L-1A-NW-G2-AR-4-UNV-MGY | 91240466011 | RS-HIS-48-H | 91240466491 |
| RS-ECF-S-48L-1A-NW-G2-AR-4-UNV-BK | 912404534558 | RS-HIS-64-H | 91240466493 |
| RS-ECF-S-48L-1A-NW-G2-AR-5-UNV-BZ | 91240466012 | | |
| RS-ECF-S-48L-1A-NW-G2-AR-5-UNV-MGY | 91240466013 | | |
| RS-ECF-S-48L-1A-NW-G2-AR-5-UNV-BK | 912404534559 | | |
| RS-ECF-S-64L-1A-NW-G2-AR-3-UNV-BZ | 91240466014 | | |
| RS-ECF-S-64L-1A-NW-G2-AR-3-UNV-MGY | 91240466015 | | |



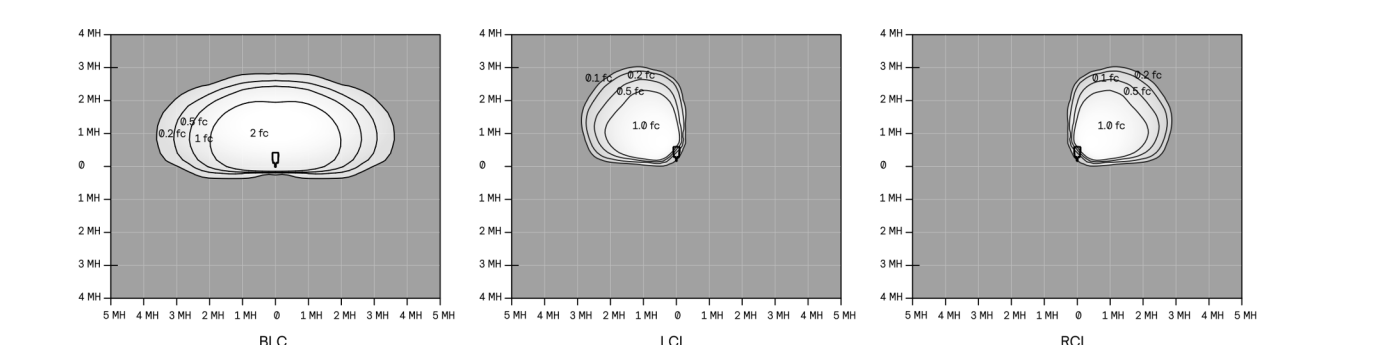
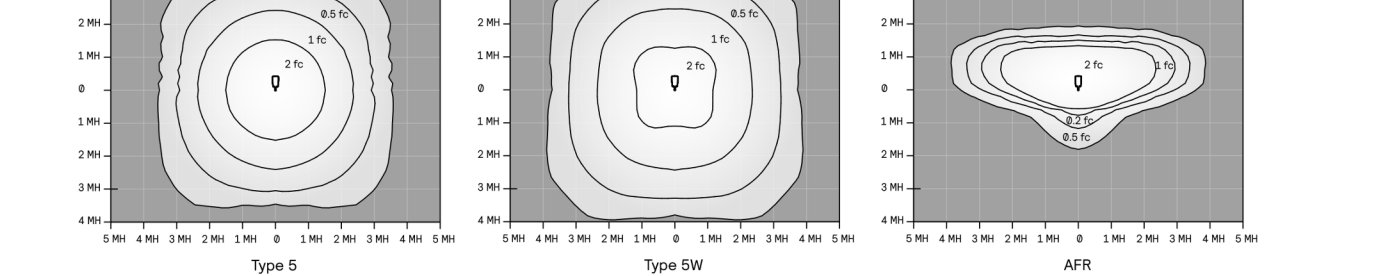
ECF-S_EcoForm_area_small 01/22 page 2 of 9

ECF-S EcoForm small Area luminaire
EcoForm Accessories* (ordered separately, field installed)

| Shading Accessories | Footnotes |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------|
| <p>House Side shield HS-32-H Internal House Side Shield for 32 LEDs (2 modules) HS-48-H Internal House Side Shield for 48 LEDs (3 modules) HS-64-H Internal House Side Shield for 64 LEDs (4 modules)</p> <p>Optic at 90° or 270° orientation: HS-32-V Internal House Side Shield for 32 LEDs (2 modules) HS-48-V Internal House Side Shield for 48 LEDs (3 modules) HS-64-V Internal House Side Shield for 64 LEDs (4 modules)</p> | <p>20. Not available with Type 5 or SW optics. 21. Consult Signify to confirm whether specific accessories are BAA-compliant.</p> |

| Luminaire Accessories | Footnotes |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|
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Predicted Lumen Depreciation Data
Predicted performance derived from LED manufacturer's data and engineering design estimates, based on IESNA LM-80 methodology. Actual performance may vary due to field application conditions. Lx is the predicted time when LED performance deprecates to 70% of initial lumen output. Calculated per IESNA TM-21. Published Lx hours limited to 8 times actual LED life hours.



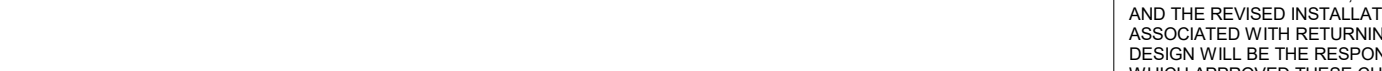
ECF-S_EcoForm_area_small 01/22 page 3 of 9

ECF-S EcoForm small Area luminaire
EcoForm Accessories* (ordered separately, field installed)

| Shading Accessories | Footnotes |
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ECF-S_EcoForm_area_small 01/22 page 1 of 9

GARDCO Site & Area
EcoForm
by @ignify
ECF-S small area light

Gardco EcoForm Gen-2 combines economy with performance in an LED area luminaire. Capable of delivering up to 27,800 lumens or more in a compact, low profile LED luminaire. EcoForm offers a new level of customer value. EcoForm features an innovative retrofit arm kit, simplifying site conversions to LED by eliminating the need to drill additional holes in most existing poles. Integral control systems available for further energy savings. Includes Service Tag, our innovative way to provide assistance throughout the life of the product.

Ordering guide example: ECF-S-64L-900-NW-G2-AR-S-120-HIS-MGY

| Profile | Number of LEDs | Drive Current | LED Color - Generation | Mounting | Distribution | Voltage |
|------------------------------------|-------------------------|--------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------|-------------------------|---------------------------------------------------------------|-----------------------------------------|
| ECF-S | 32L | 530 | NW-G2 | AR | LCL | UNV |
| ECF-S EcoForm site and area, small | 32L 32 LEDs (2 modules) | 365 365mA 530 530mA 700 700mA 1A 1000mA | NW-G2 Warm White 3000K, T80C8 Generation 2 Neutral White 4000K, T80C8 Generation 2 Cool White 5000K, T80C8 Generation 2 | AR Arm Mount (standard) | Type 2 2-90° Rotated left 90° 2-270° Rotated right 270° | 120 120V 208 208V 240 240V 277 |



April 26, 2022

Bryan G. Kelley, P.E.
Simmons & White, Inc.
2581 Metrocentre Blvd, Suite 3
West Palm Beach, FL 33407

**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: Lake Worth Station
Project #: 220410
Traffic Performance Standards (TPS) Review**

Dear Mr. Kelley:

The Palm Beach County Traffic Division has reviewed the above referenced project Traffic Impact Statement, dated March 31, 2022, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County (PBC) Unified Land Development Code (ULDC). The project is summarized as follows:

**Palm Beach County
Board of County
Commissioners**

- Robert S. Weinroth, Mayor
- Gregg K. Weiss, Vice Mayor
- Maria G. Marino
- Dave Kerner
- Maria Sachs
- Melissa McKinlay
- Mack Bernard

| | |
|-----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Municipality: | Lake Worth Beach |
| Location: | SEC of 10 th Avenue N and N G Street |
| PCN: | 38-43-44-21-15-274-0080 (additional PCNs in file) |
| Access: | One full access driveway connection onto N G Street and one right-in/right-out access driveway connection onto 10 th Avenue N <u>(As used in the study and is NOT necessarily an approval by the County through this TPS letter)</u> |
| Existing Uses: | Vacant |
| Proposed Uses: | Multi-Family Residential= 81 DUs |
| New Daily Trips: | 441 |
| New Peak Hour Trips: | 29 (8/21) AM; 36 (22/14) PM |
| Build-out: | December 31, 2026 |

County Administrator

Verdenia C. Baker

Based on our review, the Traffic Division has determined the proposed development is located within the Coastal Residential Exception Area; therefore, the project is exempt from the TPS of Palm Beach County.

Please note the receipt of a 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.

*"An Equal Opportunity
Affirmative Action Employer"*



Bryan G. Kelley, P.E.
April 26, 2022
Page 2

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 HAkif@pbcgov.org.

Sincerely,

Hanane Akif, P.E.
Professional Engineer
Traffic Division

QB:HA:cw

ec:

Erin Fitzhugh Sita, AICP, Assistant Director-Planning, Zoning, & Preservation Community Sustainability Department, City of Lake Worth Beach
Quazi Bari, P.E., PTOE, Manager -- Growth Management, Traffic Division

File: General - TPS - Mun - Traffic Study Review
F:\TRAFFIC\HAMUNICIPALITIES\APPROVALS\2022\220410 - LAKE WORTH STATION.DOCX;

SIMMONS & WHITE
2581 Metrocentre Blvd. W, Suite 3 West Palm Beach, Florida 33407
O 561.478.7848 | F 561.478.3738 www.simmonsandwhite.com
Certificate of Authorization Number 3452



INSIGNIFICANT TRAFFIC IMPACT STATEMENT

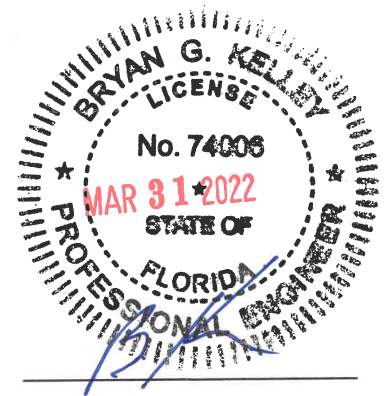
LAKE WORTH STATION LAKE WORTH BEACH, FLORIDA

Prepared for:

Bridge Holding LLC
10135 SW 75th Place
Miami, Florida 33156

Job No. 22-039

Date: March 31, 2022



Bryan G. Kelley, P.E.
FL Reg. No. 74006

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1.0 SITE DATA

The subject parcel is located in the southeast corner of 10th Avenue North and N. G Street in the City of Lake Worth Beach, Florida and contains approximately 1.08 acres. The Property Control Numbers (PCN) for the subject parcel may be summarized as follows:

| | |
|-------------------------|-------------------------|
| 38-43-44-21-15-274-0080 | 38-43-44-21-15-274-0070 |
| 38-43-44-21-15-274-0040 | 38-43-44-21-15-274-0020 |

The proposed plan of development on the currently unimproved parcel is to consist of 81 multifamily dwelling units with a build out of 2026. Site access is proposed via a full access driveway connection to N. G Street and a right in, right out only driveway connection to 10th Avenue North. For additional information concerning site location and layout, refer to the Site Plan.

Note the project is located within the Coastal Residential Exception Area and is therefore exempt from traffic concurrency. The traffic study is prepared for informational purposes.

2.0 PURPOSE OF STUDY

This study will analyze the proposed development's impact on the surrounding major thoroughfares within the project's radius of development influence in accordance with the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards. The Traffic Performance Standards state that a Site Specific Development Order for a proposed project shall meet the standards and guidelines outlined in two separate "Tests" with regard to traffic performance.

Test 1, or the Build-Out Test, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. This Test 1 analysis consists of two parts and no project shall be approved for a Site Specific Development Order unless it can be shown to satisfy the requirements of Parts One and Two of Test 1. Part One – Intersections, requires the analysis of major intersections, within or beyond a project's radius of development influence, where a project's traffic is significant on a link within the radius of development influence. The intersections analyzed shall operate within the applicable threshold associated with the level of analysis addressed. Part Two – Links, compares the total traffic in the peak hour, peak direction on each link within a project's radius of development influence with the applicable LOS "D" link service volumes. The links analyzed shall operate within the applicable thresholds associated with the level of analysis addressed.

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis period.

2.0 PURPOSE OF STUDY (CONT.)

This test requires analysis of links and major intersections as necessary within or beyond the radius of development influence, where a project's traffic is significant on a link within the radius of development influence.

This analysis shall address the total traffic anticipated to be in place at the end of the build out year. This study will verify that the proposed development's traffic impact will meet the above Traffic Performance Standards.

3.0 TRAFFIC GENERATION

The traffic to be generated by the proposed development has been calculated in accordance with the traffic generation rates listed in the ITE Trip Generation Manual, 10th Edition and rates published by the Palm Beach County Engineering Traffic Division. Table 1 shows the proposed daily traffic generation in trips per day (tpd). Tables 2 and 3 show the AM and PM peak hour traffic generation, respectively, as peak hour trips (pht). The traffic generated by the proposed development may be summarized as follows:

Proposed Development

| | | |
|------------------------------------------|---|-----------------------|
| Daily Traffic Generation | = | 441 tpd |
| AM Peak Hour Traffic Generation (IN/OUT) | = | 29 pht (8 In/21 Out) |
| PM Peak Hour Traffic Generation (IN/OUT) | = | 36 pht (22 In/14 Out) |

4.0 RADIUS OF DEVELOPMENT INFLUENCE

Based on Table 12.B.2.D-7 3A of the Palm Beach County Unified Land Development Code Article 12 – Traffic Performance Standards, for a net trip generation of 36 peak hour trips, the development of influence shall be one-half mile.

For Test 1, a project must address those links within the radius of development influence on which its net trips are greater than 1% of the LOS "D" of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "D" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-1 1A: LOS "D" Link Service Volumes.

For Test 2, a project must address those links within the radius of development influence on which its net trips are greater than 3% of the LOS "E" of the link affected on a peak hour, peak direction basis AND those links outside of the radius of development influence on which its net trips are greater than five percent of the LOS "E" of the link affected on a peak hour, peak direction basis up to the limits set forth in Table 12.B.2.C-4 2A: LOS "E" Link Service Volumes.

5.0 TEST 1 BUILD-OUT ANALYSIS

Test 1, or the Build-Out Analysis, relates to the build-out period of the project and requires that a project not add traffic within the radius of development influence which would have total traffic exceeding the adopted LOS at the end of the build-out period. The trip distribution percentages are shown in Tables 4 and 5. Tables 4 and 5 indicate the project's assignment is less than 1% of the applicable LOS "D" threshold and is insignificant for all links within the project's radius of development influence. This project therefore meets the requirements of Test 1.

6.0 TEST 2 BUILD-OUT ANALYSIS

Test 2, or the Five Year Analysis, relates to the evaluation of project traffic five years in the future and requires that a project not add traffic within the radius of development influence which would result in total traffic exceeding the adopted LOS at the end of the Five Year Analysis Period. Tables 6 and 7 show the project's net trip generation is less than 3% of the applicable LOS "E" threshold for all links within the project's radius of development influence. This project therefore meets the requirements of Test 2.

7.0 SITE RELATED IMPROVEMENTS

The AM and PM peak hour volumes at the project entrances for the overall development with no reduction for pass by credits are shown in Tables 2 and 3 and may be summarized as follows:

**DIRECTIONAL
DISTRIBUTION
(TRIPS IN/OUT)**

AM = 8 / 21
PM = 22 / 14

As previously mentioned, site access is proposed via a full access driveway connection to N. G Street and a right in, right out only driveway connection to 10th Avenue North. Based on the Palm Beach County Engineering Guidelines used in determining the need for turn lanes of 75 right turns or 30 left turns in the peak hour, no turn lanes are not warranted or recommended.

8.0 CONCLUSION

The proposed development has been estimated to generate 441 trips per day, 29 AM peak hour trips, and 36 PM peak hour trips at project build-out in 2026. A brief review of the roadway links within the project's radius of development influence reveals the proposed development will have an insignificant project assignment and will therefore meet the requirements of the Palm Beach County Traffic Performance Standards.

LAKE WORTH STATION

03/30/2022

PROPOSED DEVELOPMENT

TABLE 1 - Daily Traffic Generation

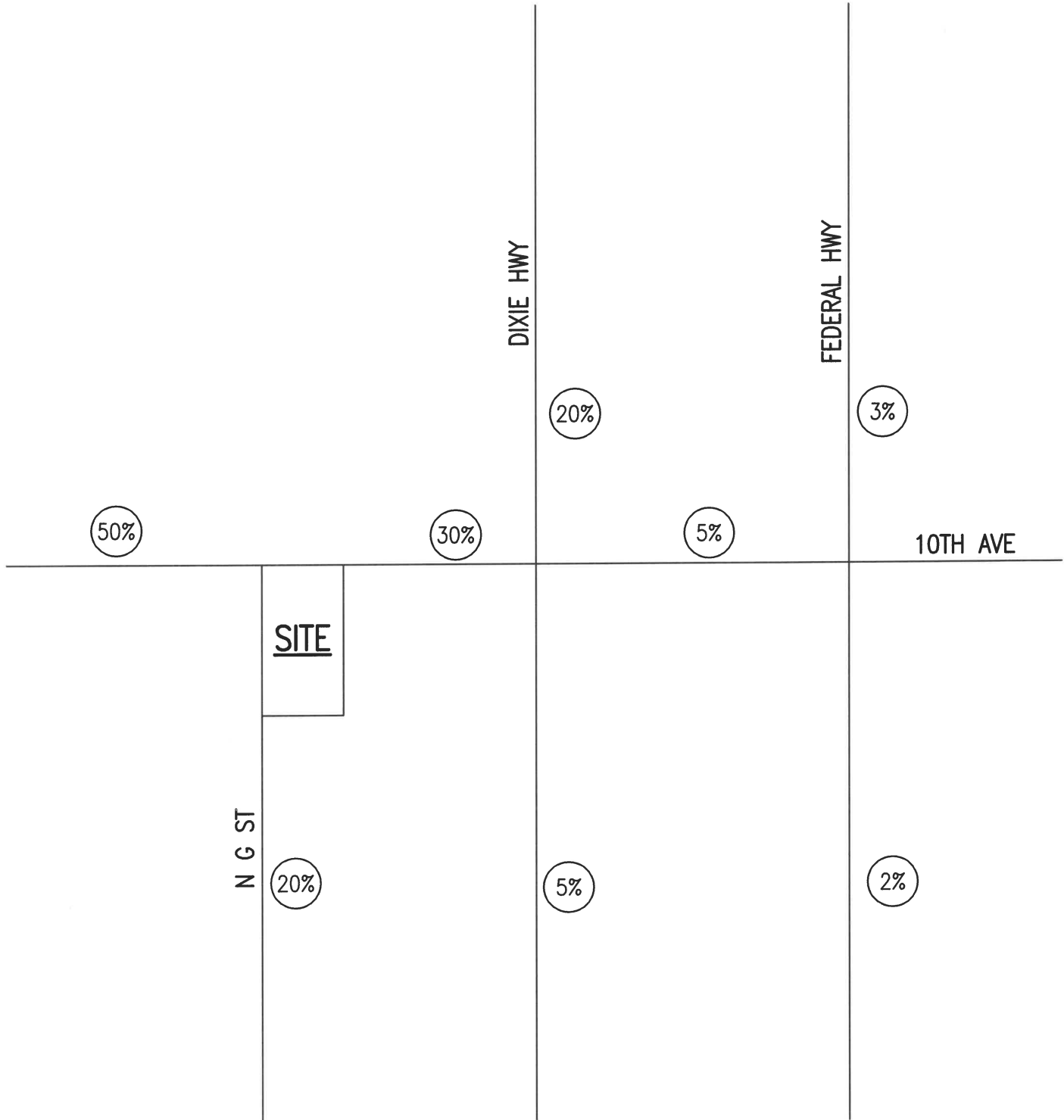
| Landuse | ITE Code | Intensity | Rate/Equation | Dir Split | | Gross Trips | Internalization | | | External Trips | Pass-by | | Net Trips |
|--------------------------------------------------------------|----------|-----------|----------------|-----------|-----|-------------|-----------------|-------------|----------|----------------|-----------|----------|------------|
| | | | | In | Out | | % | Total | | | % | Trips | |
| Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH) | 221 | 81 | Dwelling Units | 5.44 | | | 441 | | 0 | 441 | 0% | 0 | 441 |
| Grand Totals: | | | | | | | 441 | 0.0% | 0 | 441 | 0% | 0 | 441 |

TABLE 2 - AM Peak Hour Traffic Generation

| Landuse | ITE Code | Intensity | Rate/Equation | Dir Split | | Gross Trips | | | Internalization | | | | External Trips | | | Pass-by | | Net Trips | | | |
|--------------------------------------------------------------|----------|-----------|----------------|-----------|------|-------------|----------|-----------|-----------------|-------------|----------|----------|----------------|----------|-----------|-----------|-----------|-----------|----------|-----------|-----------|
| | | | | In | Out | In | Out | Total | % | In | Out | Total | In | Out | Total | % | Trips | In | Out | Total | |
| Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH) | 221 | 81 | Dwelling Units | 0.36 | 0.26 | 0.74 | 8 | 21 | 29 | 0.0% | 0 | 0 | 0 | 8 | 21 | 29 | 0% | 0 | 8 | 21 | 29 |
| Grand Totals: | | | | | | | 8 | 21 | 29 | 0.0% | 0 | 0 | 0 | 8 | 21 | 29 | 0% | 0 | 8 | 21 | 29 |

TABLE 3 - PM Peak Hour Traffic Generation

| Landuse | ITE Code | Intensity | Rate/Equation | Dir Split | | Gross Trips | | | Internalization | | | | External Trips | | | Pass-by | | Net Trips | | | |
|--------------------------------------------------------------|----------|-----------|----------------|-----------|------|-------------|-----------|-----------|-----------------|-------------|----------|----------|----------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| | | | | In | Out | In | Out | Total | % | In | Out | Total | In | Out | Total | % | Trips | In | Out | Total | |
| Multifamily Mid-Rise Housing 3-10 story (Apartment/Condo/TH) | 221 | 81 | Dwelling Units | 0.44 | 0.61 | 0.39 | 22 | 14 | 36 | 0.0% | 0 | 0 | 0 | 22 | 14 | 36 | 0% | 0 | 22 | 14 | 36 |
| Grand Totals: | | | | | | | 22 | 14 | 36 | 0.0% | 0 | 0 | 0 | 22 | 14 | 36 | 0% | 0 | 22 | 14 | 36 |



LEGEND

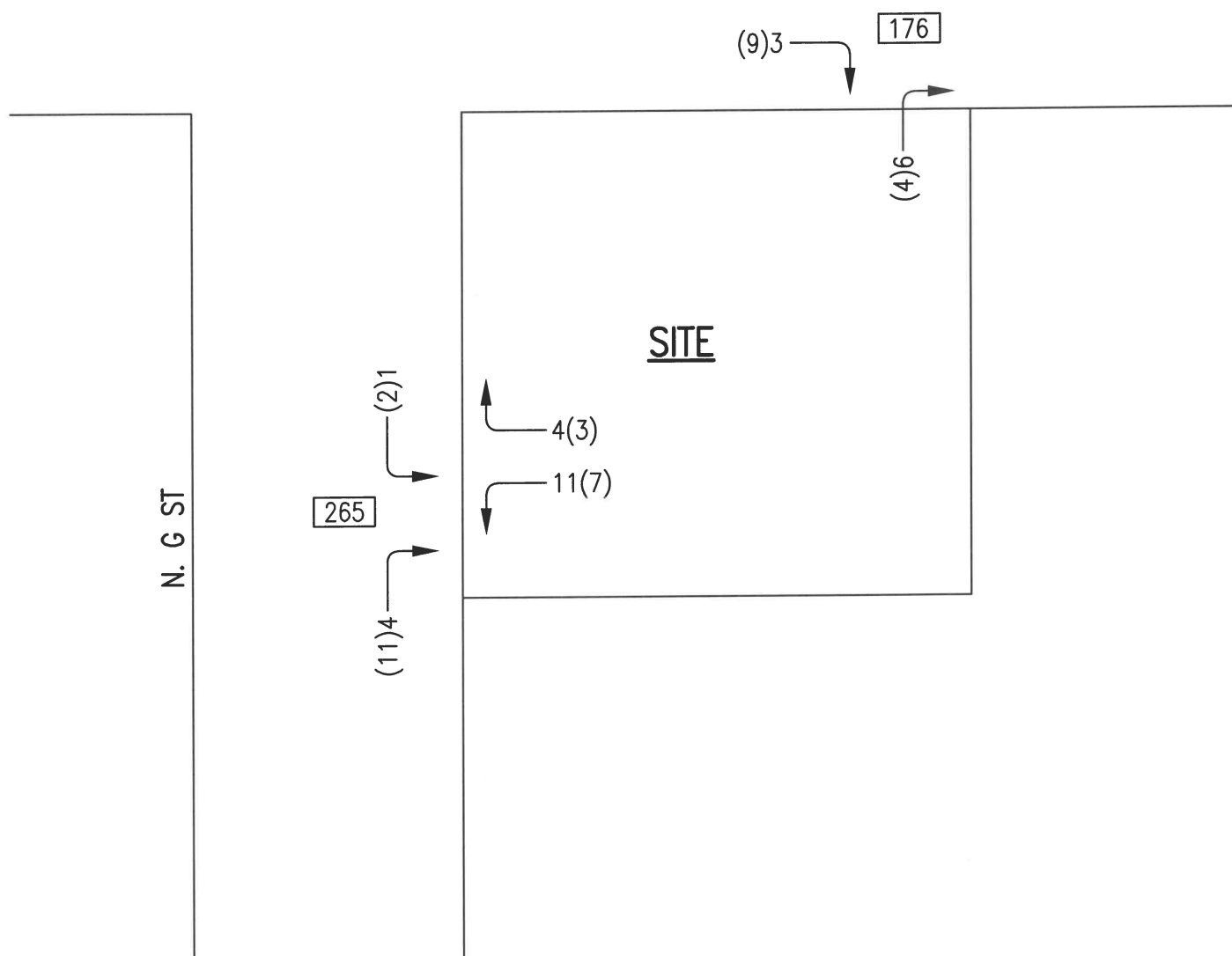
 PROJECT DISTRIBUTION

TRIP DISTRIBUTION

LAKE WORTH STATION

22-039 BK 03-30-22

10TH AVE N



DRIVEWAY VOLUMES

LEGEND

- 3 A.M. PEAK HOUR TURNING MOVEMENT
- (9) P.M. PEAK HOUR TURNING MOVEMENT
- 176 A.A.D.T.

LAKE WORTH STATION

22-039 BK 03-30-22

**TABLE 4
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR**

2026 BUILD OUT
1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL AM PEAK HOUR PROJECT TRIPS (ENTERED)
TOTAL AM PEAK HOUR PROJECT TRIPS (EXITING)

| ROADWAY | FROM | TO | AM PEAK HOUR DIRECTIONAL | | | | LOS D STANDARD | TOTAL PROJECT IMPACT | PROJECT SIGNIFICANT |
|-------------------|-----------------------|-------------------|--------------------------|---------------|----------------|-------|----------------|----------------------|---------------------|
| | | | PROJECT DISTRIBUTION | PROJECT TRIPS | EXISTING LANES | CLASS | | | |
| 10TH AVENUE NORTH | I-95 | N. G STREET | 50% | 11 | 4D | II | 1770 | 0.62% | NO |
| 10TH AVENUE NORTH | N. G STREET | DIXIE HIGHWAY | 30% | 6 | 4D | II | 1770 | 0.34% | NO |
| 10TH AVENUE NORTH | DIXIE HIGHWAY | FEDERAL HIGHWAY | 5% | 1 | 2 | II | 810 | 0.12% | NO |
| DIXIE HIGHWAY | FOREST HILL BOULEVARD | 10TH AVENUE NORTH | 20% | 4 | 4 | II | 1680 | 0.24% | NO |
| DIXIE HIGHWAY | 10TH AVENUE NORTH | LUCERNE AVENUE | 5% | 1 | 4 | II | 1680 | 0.06% | NO |
| FEDERAL HIGHWAY | 13TH AVENUE NORTH | 10TH AVENUE NORTH | 3% | 1 | 2 | II | 810 | 0.12% | NO |
| FEDERAL HIGHWAY | 10TH AVENUE NORTH | LUCERNE AVENUE | 2% | 0 | 2 | II | 810 | 0.00% | NO |
| N. G STREET | 10TH AVENUE NORTH | LUCERNE AVENUE | 20% | 4 | 2 | II | 810 | 0.49% | NO |

**TABLE 5
TEST 1 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR**

2026 BUILD OUT
1/2 MILE RADIUS OF DEVELOPMENT INFLUENC
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTE 22
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITI 14

| ROADWAY | FROM | TO | PM PEAK HOUR DIRECTIONAL | | | | LOS D STANDARD | TOTAL PROJECT IMPACT | PROJECT SIGNIFICANT |
|-------------------|-----------------------|-------------------|--------------------------|---------------|----------------|-------|----------------|----------------------|---------------------|
| | | | PROJECT DISTRIBUTION | PROJECT TRIPS | EXISTING LANES | CLASS | | | |
| 10TH AVENUE NORTH | I-95 | N. G STREET | 50% | 11 | 4D | II | 1770 | 0.62% | NO |
| 10TH AVENUE NORTH | N. G STREET | DIXIE HIGHWAY | 30% | 7 | 4D | II | 1770 | 0.40% | NO |
| 10TH AVENUE NORTH | DIXIE HIGHWAY | FEDERAL HIGHWAY | 5% | 1 | 2 | II | 810 | 0.12% | NO |
| DIXIE HIGHWAY | FOREST HILL BOULEVARD | 10TH AVENUE NORTH | 20% | 4 | 4 | II | 1680 | 0.24% | NO |
| DIXIE HIGHWAY | 10TH AVENUE NORTH | LUCERNE AVENUE | 5% | 1 | 4 | II | 1680 | 0.06% | NO |
| FEDERAL HIGHWAY | 13TH AVENUE NORTH | 10TH AVENUE NORTH | 3% | 1 | 2 | II | 810 | 0.12% | NO |
| FEDERAL HIGHWAY | 10TH AVENUE NORTH | LUCERNE AVENUE | 2% | 0 | 2 | II | 810 | 0.00% | NO |
| N. G STREET | 10TH AVENUE NORTH | LUCERNE AVENUE | 20% | 4 | 2 | II | 810 | 0.49% | NO |

TABLE 6
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
AM PEAK HOUR

TEST 2 - FIVE YEAR ANALYSIS
 1/2 MILE RADIUS OF DEVELOPMENT INFLUENC
 TOTAL AM PEAK HOUR PROJECT TRIPS (ENTEI8
 TOTAL AM PEAK HOUR PROJECT TRIPS (EXITI21

| ROADWAY | FROM | TO | AM PEAK HOUR DIRECTIONAL | | | | LOS E STANDARD | TOTAL PROJECT IMPACT | PROJECT SIGNIFICANT |
|-------------------|-----------------------|-------------------|--------------------------|---------------|----------------|-------|----------------|----------------------|---------------------|
| | | | PROJECT DISTRIBUTION | PROJECT TRIPS | EXISTING LANES | CLASS | | | |
| 10TH AVENUE NORTH | I-95 | N. G STREET | 50% | 11 | 4D | II | 1870 | 0.59% | NO |
| 10TH AVENUE NORTH | N. G STREET | DIXIE HIGHWAY | 30% | 6 | 4D | II | 1870 | 0.32% | NO |
| 10TH AVENUE NORTH | DIXIE HIGHWAY | FEDERAL HIGHWAY | 5% | 1 | 2 | II | 860 | 0.12% | NO |
| DIXIE HIGHWAY | FOREST HILL BOULEVARD | 10TH AVENUE NORTH | 20% | 4 | 4 | II | 1780 | 0.22% | NO |
| DIXIE HIGHWAY | 10TH AVENUE NORTH | LUCERNE AVENUE | 5% | 1 | 4 | II | 1780 | 0.06% | NO |
| FEDERAL HIGHWAY | 13TH AVENUE NORTH | 10TH AVENUE NORTH | 3% | 1 | 2 | II | 860 | 0.12% | NO |
| FEDERAL HIGHWAY | 10TH AVENUE NORTH | LUCERNE AVENUE | 2% | 0 | 2 | II | 860 | 0.00% | NO |
| N. G STREET | 10TH AVENUE NORTH | LUCERNE AVENUE | 20% | 4 | 2 | II | 860 | 0.47% | NO |

**TABLE 7
TEST 2 - PROJECT SIGNIFICANCE CALCULATION
PM PEAK HOUR**

TEST 2 - FIVE YEAR ANALYSIS
1/2 MILE RADIUS OF DEVELOPMENT INFLUENCE
TOTAL PM PEAK HOUR PROJECT TRIPS (ENTER 22)
TOTAL PM PEAK HOUR PROJECT TRIPS (EXITIN 14)

| TATIC ROADWAY | FROM | TO | PM PEAK HOUR DIRECTIONAL | | | | LOS E STANDARD | TOTAL PROJECT IMPACT | PROJECT SIGNIFICANT |
|-------------------|-----------------------|-------------------|--------------------------|---------------|----------------|-------|----------------|----------------------|---------------------|
| | | | PROJECT DISTRIBUTION | PROJECT TRIPS | EXISTING LANES | CLASS | | | |
| 10TH AVENUE NORTH | I-95 | N. G STREET | 50% | 11 | 4D | II | 1870 | 0.59% | NO |
| 10TH AVENUE NORTH | N. G STREET | DIXIE HIGHWAY | 30% | 7 | 4D | II | 1870 | 0.37% | NO |
| 10TH AVENUE NORTH | DIXIE HIGHWAY | FEDERAL HIGHWAY | 5% | 1 | 2 | II | 860 | 0.12% | NO |
| DIXIE HIGHWAY | FOREST HILL BOULEVARD | 10TH AVENUE NORTH | 20% | 4 | 4 | II | 1780 | 0.22% | NO |
| DIXIE HIGHWAY | 10TH AVENUE NORTH | LUCERNE AVENUE | 5% | 1 | 4 | II | 1780 | 0.06% | NO |
| FEDERAL HIGHWAY | 13TH AVENUE NORTH | 10TH AVENUE NORTH | 3% | 1 | 2 | II | 860 | 0.12% | NO |
| FEDERAL HIGHWAY | 10TH AVENUE NORTH | LUCERNE AVENUE | 2% | 0 | 2 | II | 860 | 0.00% | NO |
| N. G STREET | 10TH AVENUE NORTH | LUCERNE AVENUE | 20% | 4 | 2 | II | 860 | 0.47% | NO |



March 31, 2022

Palm Beach County Engineering Department
Traffic Division
2300 North Jog Road
Floor 3E
West Palm Beach, Florida 33411

Attention: Mr. Quazi Bari, P.E.

Reference: Lake Worth Station
West Palm Beach, Florida

Dear Mr. Bari:

Please find enclosed for your review and approval the following items pertaining to the above referenced project located in the southeast corner of 10th Avenue North and N. G Street in the City of Lake Worth Beach, Florida.

1. One (1) copy of the Insignificant Traffic Impact Statement
2. One (1) copy of the Site Plan
3. TPS Review fee of \$300.00

The proposed plan of development is to consist of 81 multifamily residential dwelling units a buildout of 2026. We are respectfully requesting a letter from your Department to the City of Lake Worth Beach following your review and approval. Note the project is located within the Coastal Residential Exception Area. Thank you for your assistance with this matter.

Sincerely,

SIMMONS & WHITE, INC.

Bryan Kelley, P.E.

Enclosures

BK: x:/docs/misc/trs/kelley/22039.barisub



PROJECT NAME: LAKE WORTH STATION

PROJECT NO: 137767

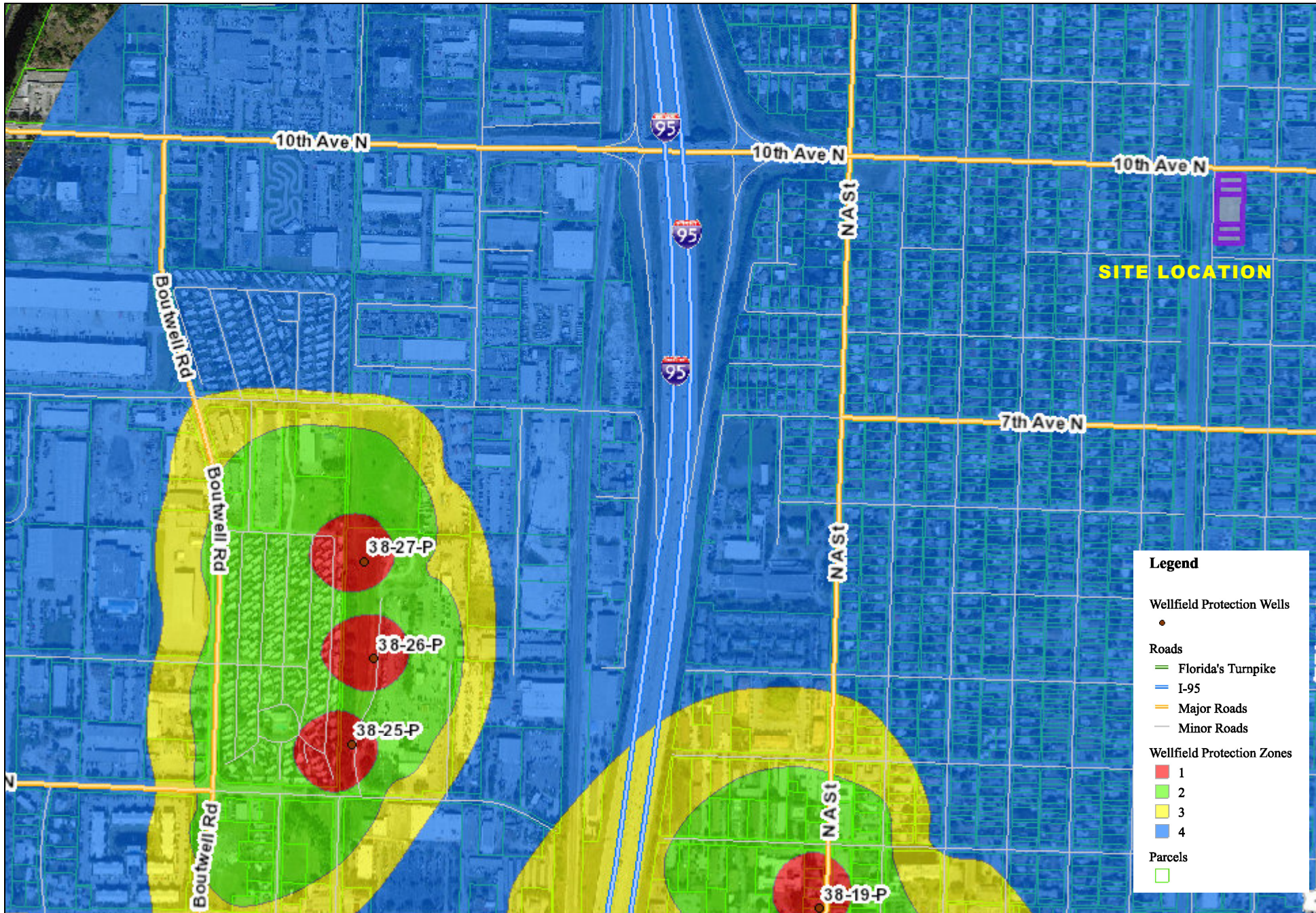
DATE: 2022-04-25

Patricia F. Ramudo, PE, LEED AP

FL Reg. No. 35798

DRAINAGE STATEMENT

The project is located at 930 N G Street, Lake Worth Beach, FL / Parcel # 38-43-44-21-15-274-0080. The proposed mixed-use project includes the construction of a residential building, surface parking and site amenities. Additionally the site will include water & sewer, stormwater facilities, and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year -1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103.). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the exfiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system. The summary table below provides the final pre- vs post elevations and discharge rates for all the aforementioned storm events. Per Palm Beach County Wellfield Maps, this project site is located in Wellfield Zone 4. An Affidavit of Notification has been submitted to Palm Beach County Department of Environmental Resources Management.



Legend

- Wellfield Protection Wells
 -
- Roads
 - Florida's Turnpike
 - I-95
 - Major Roads
 - Minor Roads
- Wellfield Protection Zones
 - 1
 - 2
 - 3
 - 4
- Parcels
 -

LWS Wellfield Map

AFFIDAVIT OF NOTIFICATION

Pursuant to the Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection, you shall provide notification to the Palm Beach County Department of Environmental Resources Management for the following activities should you store, handle, use, or produce Regulated Substances that exceed the threshold of 5 gallons, if liquid, or 25 pounds, if solid, within a wellfield zone:

- a. Application for nonresidential building permits.
- b. Application for residential building permits of 25 units or more.
- c. Applications for development subject to review by advisory planning bodies and approval by local governing authority or zoning board of appeals.

A. Project Information:
1. Name of Project Lake Worth Station
2. Property Control # 38-43-44-21-15-274-0080
3. Address of Project 930 N G Street, Lake Worth Beach, FL
(Street) (City) (State) (ZIP)

B. Owner of Property, Developer or Agent Signing Affidavit (If agent, a letter of authorization to sign for the owner must be attached.)

1. If individual, provide full legal name _____

Address _____
(Street) (City) (State) (ZIP)

Telephone _____

Owner of Property (if signed by agent) _____

2. If corporation or partnership, provide full name of corporation or partnership and relationship to corporation or partnership.

Name of Corporation or Partnership BRIDGE HOLDING LLC

Address 10135 SW 75th Place, Miami, FL 33156

Telephone 786-223-1568

Relationship to corporation or partnership Ricardo Hernandez, Owner

3. List any Regulated Substances (chemicals, fuels, oils, paints, etc.) that you intend to store, handle, use or produce at this site:

| Type of Substance | Approximate Quantity |
|-------------------|----------------------------|
| <u>N/A</u> | _____ gallons _____ pounds |
| _____ | _____ gallons _____ pounds |
| _____ | _____ gallons _____ pounds |

I have received a copy of "Palm Beach County Unified Land Development Code, Article 14 Chapter B, Wellfield Protection Prohibitions, Restrictions, and Best Management Practices." I understand that there are restrictions and prohibitions concerning the use, handling and storage of regulated substances pursuant to the Wellfield Protection Ordinance. I also understand that certain facilities are prohibited or subject to restrictions in the various wellfield zones.

Affiant

Sworn to and subscribed before me this 25 day of April, 2022.

Kelly Regalado
Notary Public, State of Florida



KELLY REGALADO
Commission # HH 233167
Expires June 24, 2026

Return Completed Original to Department of Environmental Resources Management
2300 N. Jog Road West Palm Beach, Florida 33411-2743 telephone (561) 233-2400
Copy to Applicant/ Copy to Local Government

From: [Patricia Ramudo](#)
To: [Rosy Escobar-Penalba](#)
Cc: [Ricardo Hernandez](#)
Subject: FW: Lake Worth Station - Affidavit
Date: Tuesday, April 26, 2022 4:38:48 PM

Rosy,

PBC – ERM has received and responded to our Affidavit of Notification regarding our project. Please see Samantha’s response below and let me know if you need anything else.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686



NOTE: This email message/attachments may contain privileged and confidential information. If received in error, please notify the sender and delete this e-mail message.

From: Samantha Pucci <SPucci@pbcgov.org>
Sent: Tuesday, April 26, 2022 4:33 PM
To: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Subject: RE: Lake Worth Station - Affidavit

If it is solely individual residential units, a wellfield permit would not be required for this project. We only require that the contractors follow the best management practices that were included in the Affidavit of notification packet.

From: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Sent: Tuesday, April 26, 2022 4:29 PM
To: Samantha Pucci <SPucci@pbcgov.org>
Cc: Ricardo Hernandez <rihernanp@gmail.com>
Subject: RE: Lake Worth Station - Affidavit

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Samantha,

I have copied the Owner/Developer to confirm this response. At this time, there is no plan for a pool or club house, nor am I aware of a proposed on-site generator.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686

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[\[ibigroup.com\]](#)

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From: Samantha Pucci <SPucci@pbcgov.org>
Sent: Tuesday, April 26, 2022 4:24 PM
To: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Subject: RE: Lake Worth Station - Affidavit

Patricia,

I received the Affidavit after my phone call.

With this being a residential development, my question would be in relation to the wellfield area, is if there are any plans of a pool, onsite generator or a maintenance closet for a club house?

Samantha Pucci
Resources Protection
Environmental Resources Management
(561)233-2523
fax: (561) 233-2414

From: Patricia Ramudo <patricia.ramudo@ibigroup.com>
Sent: Tuesday, April 26, 2022 3:31 PM
To: Samantha Pucci <SPucci@pbcgov.org>
Cc: Ricardo Hernandez <rihernanp@gmail.com>
Subject: Lake Worth Station - Affidavit

***** Note: This email was sent from a source external to Palm Beach County. Links or attachments should not be accessed unless expected from a trusted source. *****

Samantha,

Thank you for your phone call. The Affidavit was delivered by Fedex this morning but is herein attached.

We appreciate your assistance. Please let me know if you need any other documents or information.

Patricia Ramudo PE, LEED AP

Associate

IBI GROUP

1100 Park Central Boulevard South - Suite 3500
Pompano Beach FL 33064-2214 United States
tel +1 954 974 2200 ext 52120 fax +1 954 973 2686

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SFWMD SURFACE WATER MANAGEMENT LICENSE

DRAINAGE CALCULATIONS

FOR

LAKE WORTH STATION

AT

LAKE WORTH BEACH, FL

PREPARED BY: IBI GROUP

DATE: 2022-04-05
FILE 137767



SFWMD SURFACE WATER MANAGEMENT CALCULATIONS

PROJECT NAME: LAKE WORTH STATION

PROJECT NO: 137767

DATE: 2022-04-05

Patricia F. Ramudo, PE, LEED AP
FL Reg. No. 35798

PROJECT NARRATIVE:

The project is located at 930 N G Street, Lake Worth Beach, FL / Parcel # 38-43-44-21-15-274-0080. The proposed mixed-use project includes the construction of a residential building, surface parking and site amenities. Additionally the site will include water & sewer, stormwater facilities, and sidewalk infrastructure. The South Florida Water Management District (SFWMD) requirements include analysis of the 5 Year -1 Day, 25 Year - 3 Day, 100 Year - 3 Day storm events for lower parking inlet elevation, berm and discharge rates, and finished floor elevations respectively. Furthermore, the City of Lake Worth requires the 3 Year - 1 Hour storm event be evaluated and fully retained on-site (Code of Ordinance Sec. 18-103.). According to the Eastern Palm Beach County map included in this report, the control water table is estimated at 4.50 ft NAVD. However, the geotechnical report from TSFGEO shows the water table encountered during testing is found at elevations approximately 8-9.5 feet below ground surface, March 9th, 2022. Based on average site grade of 13.8, in the vicinity of the exfiltration tests, we established the water table at elevation 5.8 ft NAVD for a much more conservative approach. The drainage system features exfiltration trench to meet the water quality and water quantity requirements. A control structure featuring a 6" inverted triangle orifice will discharge offsite to the City storm system. The summary table below provides the final pre- vs post elevations and discharge rates for all the aforementioned stormevents.

1. PROPOSED PROJECT LAND USE

| TOTAL AREA AREA (ACRES) | BUILDING AREA | | PERVIOUS AREA | | IMPERVIOUS AREA | |
|----------------------------|---------------|--------------|---------------|--------------|-----------------|--------------|
| | (ACRES) | % | (ACRES) | % | (ACRES) | % |
| 1.084 | 0.32 | 29.33 | 0.41 | 37.89 | 0.355 | 32.78 |
| 1.084 | 0.32 | 29.33 | 0.41 | 37.89 | 0.355 | 32.78 |

Total Site Summary:

| | | | |
|----------------------|-------|------|------|
| Site area (ac) | 1.084 | 100% | |
| Building area (ac) | 0.318 | 29% | |
| Impervious area (ac) | 0.355 | 33% | |
| Pervious area (ac) | 0.411 | 38% | 1.08 |

2. FLOOD AND RAINFALL CRITERIA

| | | | |
|-------------------------|-------|--------|------------------------|
| 3 year, 1 Hour ** | 2.60 | inches | City of LW req. |
| 5 year, 1 day storm * | 7.00 | inches | Parking |
| 25 year, 3 day storm * | 12.30 | inches | Perimeter |
| 100 year, 3 day storm * | 16.20 | inches | Finish Floor Elevation |

* SFWMD - Rainfall Maps

** FDOT IDF CURVE - ZONE 10

3. COMPUTE SOIL STORAGE

| | Pre- | Post- | | |
|-------------------------------------------|-------|-------|--------|------------------------------------------|
| Control elevation ** | 4.50 | 4.50 | 'NAVD | <i>Palm Beach County Water Table Map</i> |
| Estimated Seasonal HWT Elevation | 5.80 | 5.80 | 'NAVD | <i>TSF Geotech Report (03/11/2022)</i> |
| Average site elevation | 14.40 | 15.25 | 'NAVD | <i>Topographic Survey and PGD</i> |
| Depth to water table | 8.60 | 9.45 | ft. | |
| | Pre | Post | | |
| Available ground storage - 25% compaction | 8.18 | 8.18 | inches | |
| Pervious Area within the site area | 1.08 | 0.41 | acres | Open area + Pervious Concrete |
| Soils Storage S per SFWMD criteria | 8.18 | 3.10 | inches | |

4. WATER QUALITY REQUIREMENTS

| | | | |
|---------------------------------------------------------|--------|---------|--|
| 1) Based on the first 1" of runoff over total site | | | |
| Site area | 1.08 | acres | |
| Required retention | 1.08 | acre-in | |
| | 0.09 | ac-ft | |
| 2) Based on 2.5 inches times percent impervious | | | |
| a) Site area (Total Project -(Building+Lake) | 0.77 | acres | |
| b) Impervious area (Site area - pervious) | 0.36 | acres | |
| c) Percent impervious | 46.39% | | |
| d) Inches to be treated (2.5" x % impervious) | 1.16 | | |
| e) Req Volume (inches to be treated x(Total site -Lake) | 1.26 | acre-in | |
| Required Volume | 0.10 | ac-ft | |

The required Water Quality Volume to be treated is : 0.10 ac-ft

If this is a project on commercial zoned land, 0.5 in. of dry retention/detention must be provided.

| | | | |
|---------------------------------------------------------------|-------------|----------------|--|
| 3) Compute pretreatment volume based on 1/2" inches of runoff | | | |
| Total site - Lake | 1.08 | acres | |
| Required pretreatment based on 1/2" | 0.54 | acre-in | |
| | 0.05 | acre-ft | |

5. PROVIDED WATER QUALITY

a) Proposed exfiltration trenches (refer to next page)

| | Required (AF) | Provided (AF) | Check | Storage Stage Met |
|---------------------------------------|---------------|---------------|-------------|-------------------|
| Proposed Exfiltration Trenches | | 0.50 | | |
| Total Dry Water Quality | 0.10 | 0.50 | PASS | 11.15 |
| Pretreatment Volume | 0.05 | 0.50 | PASS | |

6. WATER QUANTITY CRITERIA

| | | | |
|----------------------------------|-------------|--------------|-------------------------------------|
| Compute Runoff 3 Yr Storm | | | $Q = \frac{(P - 0.2S)^2}{P + 0.8S}$ |
| Rainfall (P) | 2.60 | in | |
| Runoff (Q) | 0.77 | in | |
| Runoff Volume (| 0.07 | ac-ft | $V=Q*A/12$ |

Fully retained on site at EL 8.38' (Refer to Stage Storage Table)

Volume Provided in Exfiltration Trenches

Exfiltration Trench Calculations

$$L = V / (K(H_2^2 W + 2H_2^2 D_u - D_u^2 + 2^*H_2^2 D_s) + (1.39 \times 10^{-4}) * W * D_u)$$

$$V = L * (K(H_2^2 W + 2H_2^2 D_u - D_u^2 + 2^*H_2^2 D_s) + (1.39 \times 10^{-4}) * W * D_u)$$

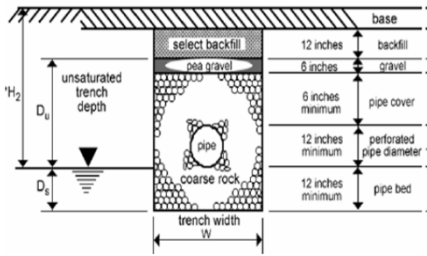
Design Information:

W = Trench Width: 10 ft
 K = Hydraulic Conductivity: 6.92E-05 cfs*sq ft-ft head (average of 2 field tests)
 H2 = Depth to Water Table: 9.00 ft
 Du = Non-Saturated Trench Depth: 8.00 ft
 Ds = Saturated Trench Depth: 0.00 ft
 L = Length provided: 260 ft

Provided Storage in Exfiltration Trenches =

5.950 ac-in

0.496 ac-ft



15 ft NAVD - Lowest Inlet Elevation at Exfil trench
Limerock base and asphalt depth = 0.75'
 14 ft NAVD - Top of Trench
 1.5 ft, Diameter of Perforated Pipe
 10.50 ft NAVD - Invert of Perforated HDPE
 6.00 ft NAVD - Bottom of Trench Elevation
 5.80 ft NAVD - High water Table Elevation

Discharge Calculations at 25 year Storm event

Pre-development discharge

| | C | A | C x A | C (w avg) |
|--------------|------|--------------|-------|-------------|
| Open | 0.3 | 1.084 | 0.325 | |
| Impervious | 0.95 | 0.000 | 0.000 | |
| Total | | 1.084 | | 0.30 |

Q=CIA 2.77 cfs

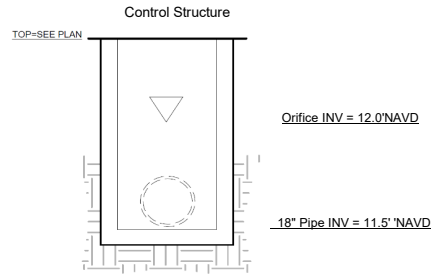
I = 8.5 in/hr *

*(FDOT IDF Curve - Zone 10)

Post-development discharge to 17th Ave

Q 0.82 < 2.77 csf Passed

Refer to Cascade Analysis for 25 Year - 3 Day storm event



Proposed Site Discharge is via a 6" inverted triangle orifice at EL 12.00 ft NAVD

Flood Routing Summary

REFER TO CASCADE ROUTINGS

| Storm Event | Pre | Post | Comment |
|------------------|-------|----------------|--------------------------|
| 3 year - 1 Hour | 13.26 | 9.09 ft' NAVD | fully retained on-site |
| 5 Year - 1 day | 14.37 | 14.04 ft' NAVD | Min Inlet EI = 15.00 |
| 25 Year - 3 day | 14.86 | 14.37 ft' NAVD | Min Perimeter EI = 14.50 |
| 100 year - 3 day | 15.16 | 15.95 ft' NAVD | Min FFE 16.50 |



Deco Green - Pre- Development Storage Analysis

Grading Criteria

| | Description | Acreage ac. | Low EL ('NAVD) ft | High EL. ('NAVD) ft |
|---|--------------------|----------------|----------------------|------------------------|
| A | Building | 0.000 | 0 | 0 |
| B | Pervious/Landscpae | 1.084 | 13.70 | 15.10 |
| C | Parking-Impervious | 0.000 | 0.00 | 0.00 |

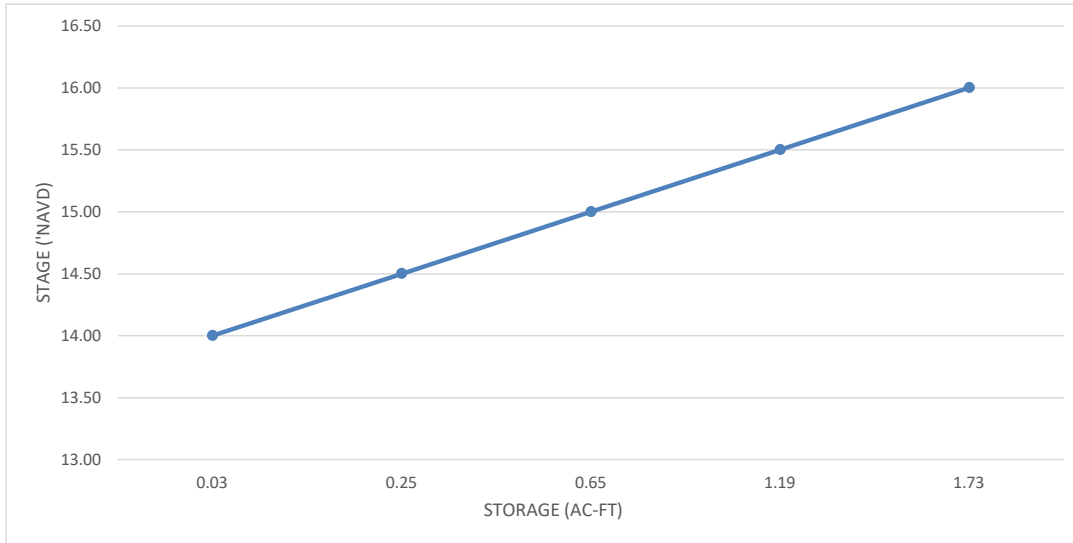
Stage Storage

| Stage | Site Storage | Retention Storage | Total Storage |
|-------|--------------|-------------------|---------------|
| 'NAVD | ac-ft | ac-ft | ac-ft |
| 13.00 | 0.00 | 0 | 0.00 |
| 14.00 | 0.03 | 0 | 0.03 |
| 14.50 | 0.25 | 0 | 0.25 |
| 15.00 | 0.65 | 0 | 0.65 |
| 15.50 | 1.19 | 0 | 1.19 |
| 16.00 | 1.73 | 0 | 1.73 |

Note: Datum Conversion

'NGVD - 1.5'75 = 'NAVD

Stage Storage Curve Table





Deco Green- Post-Development Storage Analysis

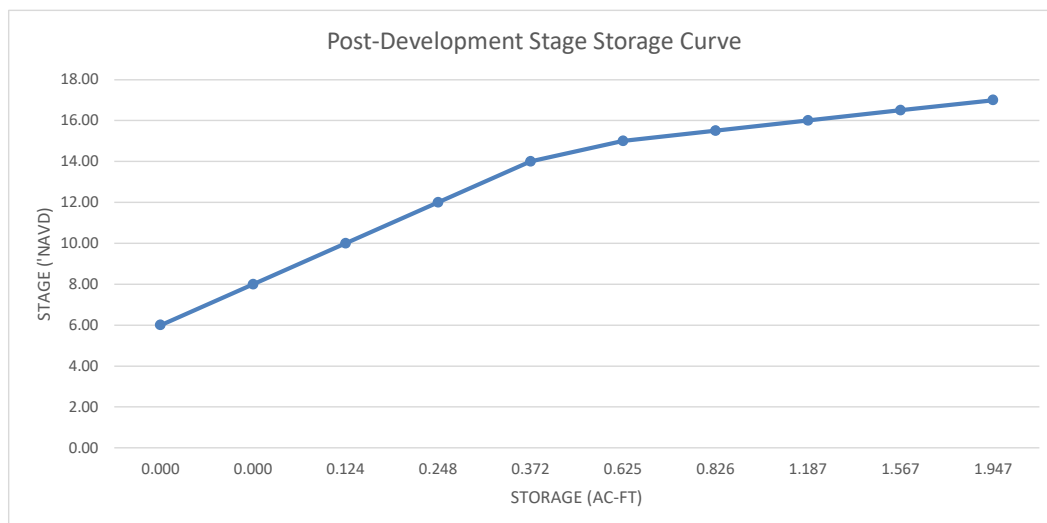
Grading Criteria

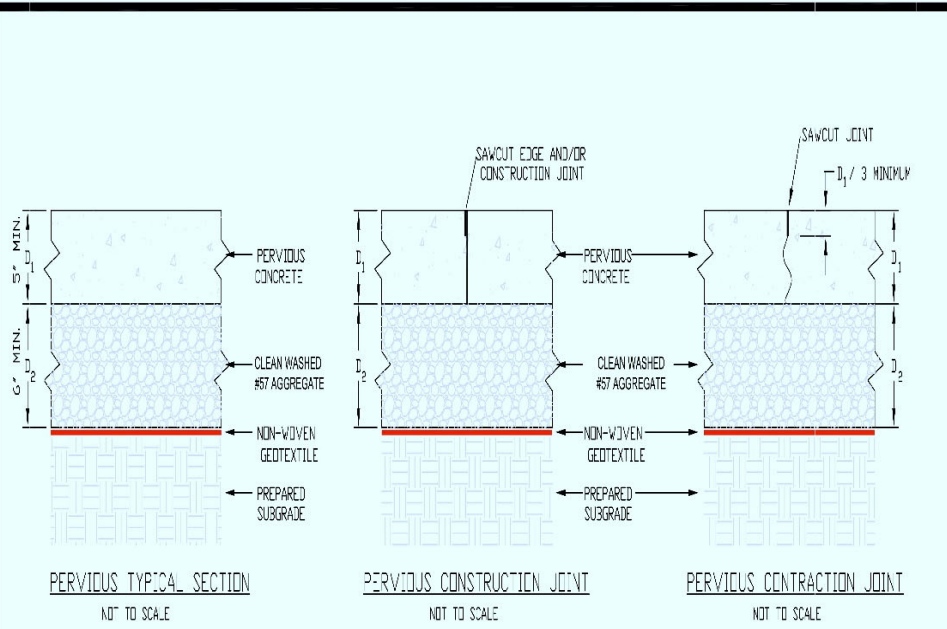
| | Description | Acreage ac. | Low EL ('NAVD) ft | High EL. ('NAVD) ft | |
|---|---------------------|----------------|----------------------|------------------------|---------------------------------------------------------------------------------------------------------------|
| A | Building | 0.318 | 0.00 | 0.00 | |
| B | Parking-Impervious | 0.355 | 15.00 | 16.00 | |
| C | Pervious/Landscape | 0.411 | 14.50 | 15.75 | |
| D | Pervious Concrete | 0.503 | 15.00 | 16.00 | pro-rate storage in subsurface pervious concrete see perv conc analysis, volume stored =6569 cf = 0.151 af |
| | | | | | Volume Stored = 6569 0.151 |
| E | Exfiltration Trench | | 7.00 | 15.00 | Volume Stored = 0.496 acre-feet |

Stage Storage

| Stage | Site Storage | Trench Storage | Perv Conc | Total Storage |
|-------|--------------|----------------|-----------|---------------|
| 'NAVD | ac-ft | ac-ft | ac-ft | ac-ft |
| 6.00 | 0.00 | 0.00 | 0.00 | 0.000 |
| 8.00 | 0.00 | 0.000 | 0.000 | 0.000 |
| 10.00 | 0.00 | 0.124 | 0.000 | 0.124 |
| 12.00 | 0.00 | 0.248 | 0.000 | 0.248 |
| 14.00 | 0.00 | 0.372 | 0.000 | 0.372 |
| 15.00 | 0.04 | 0.434 | 0.151 | 0.625 |
| 15.50 | 0.21 | 0.465 | 0.151 | 0.826 |
| 16.00 | 0.54 | 0.496 | 0.151 | 1.187 |
| 16.50 | 0.92 | 0.496 | 0.151 | 1.567 |
| 17.00 | 1.30 | 0.496 | 0.151 | 1.947 |

Note: Datum Conversion
'NGVD - 1.5' = 'NAVD'





PLACEMENT



CURING

NOTES:

1. PERVIOUS CONCRETE MUST BE SUPPLIED AND INSTALLED BY NRMCA CERTIFIED PRODUCERS AND CONTRACTORS.
2. JOINTS, IF SPECIFIED, TO BE SAWCUT 48 TO 60 HOURS AFTER PLACEMENT OF CONCRETE.
3. PERVIOUS CONCRETE MUST BE COVERED WITH 6 MIL PLASTIC, SECURELY FASTENED ON THE EDGES AND ACROSS THE TOP, FOR A MINIMUM OF SEVEN (7) DAYS.
4. D1 AND D2 AS PER THE PLANS AND SPECIFICATIONS.
5. D1 HAS A 5" MINIMUM THICKNESS
6. D2 HAS A 6" MINIMUM THICKNESS

Digitally signed
PATRICIA F RAMUDO
 Date: 2022.01.04 14:49:05 -05'00'

PERVIOUS CONCRETE PAVEMENT SECTION

FOR:

SCALE: NONE
 DRAWN BY: **KMJ**
 DATE: 1/17/16

KEN JUSTICE P.E.
 SHERMAN
 LOCAL PAVING
 1036 WOODS LANE
 AMHERST, MA 01825
 (407) 716-8870
 kjustice@nrmca.org





CFN 20220034421

OR BK 33244 PG 1687
RECORDED 01/24/2022 10:04:07
AMT 1,082,385.87
Doc Stamp 7,576.80
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1687 - 1688; (2pgs)

Prepared by and return to:

John L. Marro
Marro Law, P.A.
950 S. Pine Island Road Suite A-150
Plantation, FL 33324
File Number: 21-141
Will Call No.: 9547278215

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 27 day of **December, 2021** between **Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997,** whose post office address is **123 Lake Arbor Drive, Palm Springs, FL 33461,** grantor, and **BRIDGE HOLDING LLC, a Delaware limited liability company** whose post office address is **10135 SW 75th Pl., Miami, FL 33156,** grantee:

(Whenever 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida** to-wit:

PARCELS 2 & 3:

Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCELS 4 & 5:

Lots 3, 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCEL 6:

Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

- Parcel Identification Number:**
- 38-43-44-21-15-274-0080
 - 38-43-44-21-15-274-0070
 - 38-43-44-21-15-274-0040
 - 38-43-44-21-15-274-0030
 - 38-43-44-21-15-274-0020

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

Grantor warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the state of Florida, nor is it contiguous to or a part of homestead property. Grantor's residence and homestead address is: 123 Lake Arbor Drive, Palm Springs, FL 33461.


Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

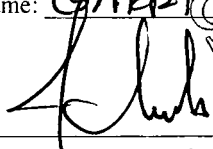
To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: GARRY M. GLICKMAN


Witness Name: Nicolas

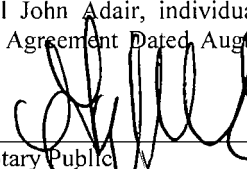
The John Adair Revocable Trust Under Agreement Dated August 1, 1997

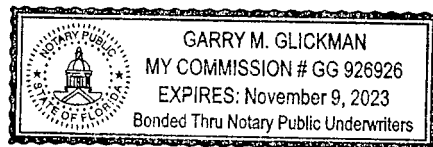
By: Michael Adair
Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 27 day of December, 2021 by Michael Adair, a/k/a Michael John Adair, individually and as The Duly Appointed Successor Trustee(s) of The John Adair Revocable Trust Under Agreement Dated August 1, 1997. He is personally known or has produced a driver's license as identification.

[Notary Seal]


Notary Public
Printed Name: _____
My Commission Expires: _____



OWNER'S POLICY OF TITLE INSURANCE
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:


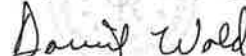
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

(Covered Risks continued)

In Witness Whereof, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

SERIAL
OF6-8985255

(Covered Risks continued)

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) the term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

- (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
 - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
 - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
 - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
 - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
 - (j) "Title": The estate or interest described in Schedule A.
 - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant

in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.


- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

**Old Republic National
Title Insurance Company**

OWNER'S
TITLE INSURANCE
POLICY



**For information about coverage or
assistance in resolving complaints,
call (612) 371-1111.**

Offices at
400 Second Avenue South
Minneapolis, Minnesota 55401

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule A

Policy No.:
OF6-8985255

Date of Policy:
January 24, 2022 @ 10:04 AM

Agent's File Reference:
21-141

Amount of Insurance: \$1,200,000.00

Premium: \$6,195.00

Address Reference: 906, 922, 926, & 930 N G St., Lake Worth, FL 33460

1. Name of Insured: Bridge Holding LLC, a Delaware limited liability company
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Document No. 20220034420 in Official Records Book 33244, Page 1685, of the Public Records of Palm Beach County, Florida and as Document No. 20220034421 in Official Records Book 33244, Page 1687, of the Public Records of Palm Beach County, Florida.
3. Title is vested in: Bridge Holding LLC, a Delaware limited liability company
4. The Land referred to in this policy is described as follows:

PARCEL 1:

Lot 10, Block 272, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Less that certain portion of premises as recorded in O.R. Book 1445, Page 402, Public Records of Palm Beach County, Florida.

PARCELS 2 & 3:

Lots 7 and 8, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCELS 4 & 5:

Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Agent No.: 38123

Issuing Agent:

**Marro Law, P.A.
950 S. Pine Island Road
Suite A-150
Plantation, FL 33324**



Agent's Signature

Old Republic National Title Insurance Company

OWNER'S POLICY **Schedule A (Continued)**

Policy No.:
OF6-8985255

Agent's File Reference:
21-141

Lots 3, 4, 5 and 6, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

PARCEL 6:

Lot 2, Block 274, The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), according to the plat thereof as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.

Old Republic National Title Insurance Company

OWNER'S POLICY Schedule B

Policy No.:
OF6-8985255

Agent's File Reference:
21-141

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2022 and subsequent years.
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. All matters contained on the Plat of The Palm Beach Farms Co. Plat No. 2 Lucerne Townsite (now known as Lake Worth), as recorded in Plat Book 2, Page 29, Public Records of Palm Beach County, Florida.
8. Easement Agreement between John Adair and the City of Lake Worth recorded in O.R. Book 10198, Page 459, Public Records of Palm Beach County, Florida. (As to PARCEL 1)
9. Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded June 9, 1978, under O.R. Book 2874, Page 878, Public Records of Palm Beach County, Florida; however, the right of entry and exploration associated with the oil and mineral reservation has been released pursuant to Sec. 270.11, F.S. (As to Lot 3, 4, and 5, Block 274)
10. Mortgage in the sum of \$1,150,000.00 from BRIDGE HOLDING LLC, a Delaware limited liability company to T&G Investment Partners LLC dated 1/20/2022 and recorded 1/24/2022 in Official Records Book 33244, Page 1689, as Document No. 20220034422 of the Public Records of Palm Beach County, Florida.

ALTA ENDORSEMENT 9.1-06
RESTRICTIONS, ENCROACHMENTS, MINERALS - OWNER'S POLICY - UNIMPROVED LAND
(With Florida Modifications)

Old Republic National Title Insurance Company

Endorsement No. 1 to Policy No. **OF6-8985255**

The insurance provided by this endorsement is subject to the Exclusions from Coverage, the Exceptions from Coverage contained in Schedule B, and the Conditions in the policy.

The Company insures the insured against loss or damage sustained by reason of:

1. The existence, at Date of Policy, of any of the following unless expressly excepted in Schedule B.
 - (a) Present violations on the land of any enforceable covenants, conditions or restrictions.
 - (b) Any instrument referred to in Schedule B as containing covenants, conditions or restrictions on the land which, in addition, (i) establishes an easement on the land, (ii) provides for an option to purchase, a right of first refusal or the prior approval of a future purchaser or occupant; or (iii) provides a right of reentry, possibility of reverter or right of forfeiture because of violations on the land of any enforceable covenants, conditions or restrictions.
 - (c) Any encroachment onto the land of existing improvements located on adjoining land.
 - (d) Any notices of violation of covenants, conditions and restrictions relating to environmental protection recorded or filed in the public records.

2. Damage to buildings constructed on the land after Date of Policy resulting from the future exercise of any right existing at Date of Policy to use the surface of the land for the extraction or development of minerals excepted from the description of the land or excepted in Schedule B.

Wherever in this endorsement the words "covenants, conditions or restrictions" appear, they shall not be deemed to refer to or include the terms, covenants, conditions or limitations contained in an instrument creating a lease.

As used in paragraph 1(a) the words "covenants, conditions or restrictions" shall not be deemed to refer to or include any covenants, conditions or limitations relating to environmental protection.

The failure to expressly except any matter delineated in paragraphs 1(a), (b) or (d) of this endorsement constitutes the Company's agreement to indemnify against loss or damage resulting from any matters delineated in paragraphs 1(a), (b) or (d) only and provides no coverage for any other matters set forth in the covenants, conditions and restrictions.

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsements.

Marro Law, P.A.
Name of Agent

38123
Agent No.



Agent's Signature

By **Old Republic National Title Insurance Company**
Carolyn Monroe
President



CFN 20220034424

DR BK 33244 PG 1716
RECORDED 01/24/2022 10:04:07
Palm Beach County, Florida
Joseph Abruzzo, Clerk
Pgs 1716 - 1727; (13pgs)

DOCUMENT COVER PAGE



(Space above this line reserved for recording office use)

Document Title: RESTRICTIVE COVENANT
(Mortgage, Deed, Etc.)

Return Document To / Prepared By:
MARRO LAW PA
950 S PINE ISLAND RD, SUTE A-150
PLANTATION, FL 33324

Rule 2.520 (d) On all ... documents prepared ...which are to be recorded in the public records of any county ... a 3 - inch by 3 - inch space at the top right-hand corner on the first page and a 1 - inch by 3 - inch space at the top right-hand corner on each subsequent page shall be left blank and reserved for use by the clerk of court.

MASTER DECLARATION OF RESTRICTIVE COVENANTS
FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM
IN ACCORDANCE WITH THE PALM BEACH COUNTY
UNIFIED LAND DEVELOPMENT CODE (RENTAL DEVELOPMENT)

THIS DECLARATION OF RESTRICTIVE COVENANTS (the "Covenant"), IN ACCORDANCE WITH THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM (WHP), is made by and executed this 14 day of January 2022, by Bridge Holding LLC (the "Declarant") for Lake Worth Beach Station, located at 930 North G Street, Lake Worth Beach, Florida.

Declarant is the Owner of that certain property which is described in Exhibit "A", attached hereto and made a part hereof (the "Property"). Declarant has agreed to execute and record this Covenant whereby the units described in Exhibit "B", attached hereto and made part hereof, shall be owned, held, transferred, sold, conveyed, leased, used, occupied, mortgaged, or otherwise encumbered, by and subject to the provisions and restrictions of this Covenant.

1. Definitions: In this Covenant, the following words and phrases shall have the meaning indicated, unless the context requires otherwise.
 - a. "Compliance Period" means a period of thirty (30) years (non-recurring) commencing from the date of occupancy of the first WHP Unit. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term, the new Owner assumes the requirement for the number of remaining years as of the date of sale (other than a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer).
 - b. "County" means Palm Beach County, a political subdivision of the State of Florida.
 - c. "Declarant" means Bridge Holding LLC, and its successors or assigns, including any or all successors or assigns holding an interest in a Required WHP Unit. This does not include any Institutional Lender holding an interest in a Required WHP Unit or any interest in the Property or any Resident who holds an interest under its Lease.
 - d. "Development" means the residential development in Palm Beach County, Florida, to be known as Lake Worth Beach Station, located at 930 North G Street, Lake Worth Beach, Florida
 - e. "Eligible Household" means a household with a total income within the following income categories: Low (>60 to 80%), Moderate 1 (>80 to 100%), Moderate 2 (>100 to 120%) and Middle (>120 to 140%) calculated as percentages of the Median Family Income (MFI) for Palm

Beach County, as published annually by the United States Department of Housing and Urban Development (HUD).

- f. "Eligible Mortgage" means any mortgage, deed of trust, or other security instrument held by an Institutional Lender.
- h. "Institutional Lender" shall mean a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, credit union or any other lender generally recognized as an institutional lender, or any assignee or designee thereof, that is independent from the Owner.
- i. "Lease" means a written lease agreement conveying the right to the regular, exclusive occupancy of a unit including any Required WHP Unit in the Development by a person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.
- j. "Lease Addendum" means the document executed and notarized by the Resident and Owner, and forwarded to the Monitoring Entity, at the time of initial lease execution, providing income information and qualifying the household as an Eligible Household.
- l. "Monitoring Entity" shall mean the Palm Beach County Administrator, his/her designee or another department or other entity assigned the responsibility by the Palm Beach County Administrator.
- m. "Owner" means the record title holder of the Development containing Required WHP Units, but specifically not including (i) any Institutional Lender, (ii) any holder or beneficiary of a mortgage or other form of security instrument affecting title to the Required WHP Units, (iii) any party acquiring title to the Property through a foreclosure sale of an Eligible Mortgage or a deed in lieu of foreclosure transfer of ownership. Declarant shall be deemed to be the Owner of the Development containing Required WHP Units until such time as Declarant conveys fee title of such Development containing Required WHP Units to another Owner.
- n. "Rental Floor" means the WHP rental price range in effect for each rental unit's income category at the time of approval of the Development.
- o. "Required Workforce Housing Program (WHP) Units" means those units within the Development for which the income and rent restrictions set forth in this Covenant shall be recorded in accordance with the provision of Section 6 of this Covenant, pursuant to Article 5.G.1 of the Unified Land Development Code. The number of Required WHP Units and the

income and rent categories of each unit are identified in Exhibit "B", attached hereto and made a part hereof.

p. "Resident" means any person other than an Owner occupying all or any portion of any Required WHP Unit in the Development pursuant to a Lease.

2. Exchange Option and Number of Required Workforce Housing Units: The thirty-nine (39) WHP units subject to this covenant are provided by the Declarant at the Lake Worth Beach Station Development pursuant to Section 5.G.1.C.4.b.2. Offsite Option 2 – Offsite Construction/Exchange Builder of the Unified Land Development Code, in an Exchange transaction between the Declarant and GL Homes.

Per Section 5.G.1.C.4.b. of the Unified Land Development Code, any for-sale developments that opt to provide the Required WHP units as off-site rentals shall have a WHP obligation of 1.5 times the number of Required WHP units.

Thirty-eight (38) of the Required WHP units subject to this covenant address the obligation associated with 25 of the 53 WHP units required for the Boca Raton Municipal Golf Course Development, Control Number 1981-00019. The County agrees that the remaining Workforce Housing Unit subject to this Covenant shall be available to use and receive credit on a future residential development by GL Homes to be located in Palm Beach County, Florida, as approved in connection with the approval of such other developments.

3. Occupancy of Required Units: The Owner is obligated to provide all of the Required WHP Units within the Development. The particular units which are designated as Required WHP Units may vary from time to time as long as there are the required number of WHP Units within the development, allocated within the income ranges identified herein. The Required WHP Units shall be leased and occupied only by Eligible Households.
4. Certification of Eligible Households: Owner shall obtain documentation of eligibility (meeting income standards as defined in this Covenant) prior to entering into a Lease for any Required WHP Unit. The Owner shall require at initial Lease execution that the Resident and the Owner execute a Lease Addendum certifying the household income as an Eligible Household. This addendum shall serve as the income verification information qualifying the Resident for occupancy of the Unit.

Said addendum shall be notarized. The Owner shall forward the notarized addendum to the Monitoring Entity within ten (10) business days of execution of the Lease. The Monitoring Entity shall advise Owner of sufficiency of Lease Addendum within ten (10) business days of receipt.

Owner shall not require consent or approval of the Monitoring Entity prior to entering into a Lease. The Owner may substitute another unit if one of the tenants is deemed ineligible.

5. Rents: Rent ranges for Required WHP Units shall be published annually by the County based upon the annual "Florida Housing Finance Corporation Family Rental Programs" schedule published annually by Florida Housing Finance Corporation, and shall take into account the number of bedrooms contained in each unit. In the event the Florida Housing Finance Corporation Family Rental Program schedule is no longer published, Palm Beach County will use an alternative source employing a similar formula. Owner shall have the right during the term of the Compliance Period to set rents for the Property for each income category anywhere between the low and top end of the rent range published for that year for the income category and bedroom count. The Owner shall have the right to lease a Required WHP Unit in a higher income category to a lower income Resident provided the Owner assesses rent that does not exceed the Resident's income category.

6. Utility Allowance: Owner may choose to include one or more utilities in the rent. Required WHP Units that do not include utilities must provide a utility allowance in the form of a rent reduction as follows: \$50.00 per month for one (1) or two (2) bedroom units, \$75.00 per month for three (3) or four (4) bedroom units. When one or more utility cost(s) are included within the WHP rent, and reasonable, reliable and verifiable documentation is provided that indicates the total utility cost included within the WHP rent meets or exceeds the stated utility allowance cost, then the utility allowance requirement would be waived. If the utility costs are less than the prescribed utility allowance, the difference shall be credited to the WHP Resident. For purposes of this provision utilities shall include, but not be limited to, water, sewer, gas and electric.

7. Rental Floor: A floor on monthly rents shall be established as follows:

2021 WHP Rental Floor Rents

| Income % | Studio | 1 BR | 2 BR | 3 BR | 4 BR |
|-----------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| 60% - 70% | \$ 900 - 1,050 | \$ 963 - 1,124 | \$1,156 - \$1,349 | \$1,335 - \$1,558 | \$1,489 - \$1,738 |
| >70% - 80% | \$1,050 - \$1,200 | \$1,124 - \$1,285 | \$1,349 - \$1,542 | \$1,558 - \$1,781 | \$1,738 - \$1,986 |
| >80% - 90% | \$1,200 - \$1,350 | \$1,285 - \$1,446 | \$1,542 - \$1,735 | \$1,781 - \$2,004 | \$1,986 - \$2,235 |
| > 90% - 100% | \$1,350 - \$1,500 | \$1,446 - \$1,606 | \$1,735 - \$1,928 | \$2,004 - \$2,226 | \$2,235 - \$2,483 |
| >100% - 110% | \$1,500 - \$1,650 | \$1,606 - \$1,767 | \$1,928 - \$2,121 | \$2,226 - \$2,449 | \$2,483 - \$2,731 |
| >110% - 120% | \$1,650 - \$1,800 | \$1,767 - \$1,927 | \$2,121 - \$2,313 | \$2,449 - \$2,671 | \$2,731 - \$2,979 |

| | | | | | |
|--------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| >120% - 130% | \$1,800 - \$1,950 | \$1,927 - \$2,088 | \$2,313 - \$2,506 | \$2,671 - \$2,894 | \$2,979 - \$3,227 |
| >130% - 140% | \$1,950 - \$2,100 | \$2,088 - \$2,248 | \$2,506 - \$2,698 | \$2,894 - \$3,116 | \$3,227 - \$3,475 |

Notwithstanding anything else contained in this Covenant, if rent ranges published annually by the County fall below the Rental Floor provided above, Required WHP Units are not required to be rented at a price below the established Rental Floor, though an owner may opt to do so.

8. Recording and Term of Covenant: This Covenant shall be recorded prior to the issuance of the first building permit for the Development and the Compliance Period shall commence upon occupancy of the first Required WHP Unit and shall expire thirty (30) years (non-recurring) thereafter. In the event the Development containing Required WHP Units is sold prior to expiration of the thirty (30) year term (other than as a result of a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of ownership), the new Owner assumes the requirement for the number of remaining years for the WHP Compliance Period as of the date of sale.

If the Development is converted into a condominium or other "for sale" project (other than by a subsequent Owner after a foreclosure sale of an Eligible Mortgage or deed in lieu of foreclosure transfer of Ownership), then prior to entering into the first contract for the sale of a Required WHP Unit as a "for sale" unit, the Owner of the Development shall enter into a new Covenant for a "for sale" project in accordance with the current restrictions for such units as established by the Monitoring Entity and shall require all purchasers to abide by the restrictions.

9. Restriction: Declarant shall include in every lease for a Required WHP Unit, a restriction stating as follows:

"This unit is to be leased to and occupied by an Eligible Household, in accordance with the MASTER DECLARATION OF RESTRICTIVE COVENANTS FOR THE PALM BEACH COUNTY WORKFORCE HOUSING PROGRAM recorded in OR Book ___ and Page ___ of the Public Records of Palm Beach County, Florida. Owner is obligated to verify income and submit to the Monitoring Entity the Lease Addendum signed by the Resident and Owner properly notarized certifying the Resident as an Eligible Household as required under this Covenant. Income verification information may include (i) W-2 (ii) copy of Resident's pay stub (iii) banking information, or similar types of financial information as deemed reasonably necessary by Owner to ensure the Resident is an Eligible Household as provided for in this Covenant. False or fraudulent or misleading income information submitted by a Resident when applying to live in a unit is grounds for a lease or rental termination, rescission and/or eviction. The Monitoring Entity shall have the right to inspect and monitor the use of this unit to insure compliance with

this Covenant, and the Resident is obligated to provide income and other related information to the County upon request. Owner shall have the right to set rents up to the top of the rent range for the lease year, based on the unit bedroom count and the income category determined at the time of initial lease. “

10. Compliance:

- a. The Owner of the Development shall disclose the terms of this Covenant to any subsequent owners, successors and assigns, in any and all sales documents, agreements, lease agreements, etc. and in deeds, leases or other instruments conveying an interest in the Development. It is further agreed that the covenants and restrictions herein are for public purposes, but only made for the benefit of the County, its successors, and/or assigns, and no third party shall have enforcement rights hereunder.
- b. Should amendment(s) be made to the Workforce Housing Program during the term of this Covenant, the Owner shall have the right but not the obligation to request changes to this Covenant. The Monitoring Agency agrees to work with the Owner to amend this Covenant through all necessary and normal procedures, which are subject to the approval of the County, at its sole and absolute discretion.

11. Monitoring and Annual Reporting for Required WHP Units: The Owner of this Development, its successors and assigns, shall furnish to the Monitoring Entity such information about the Required WHP Units as the County may reasonably request at each occasion of change in occupancy, including, but not limited to, the identity of the Eligible Household, the identity of the occupants, and the Lease Addendum signed and certified by the Resident and the Owner certifying the household income as collected by the Owner at the time of leasing (but in no event other private financial information of Residents) all for the purposes of assuring compliance with this Covenant. The owner shall only be required to collect such income information as deemed reasonably necessary by the Owner to ensure the Resident is an Eligible Household as provided for in this Covenant.

During the Compliance Period, the Owner of the Development containing Required WHP Units shall provide to the Monitoring Entity an annual report detailing compliance with the terms of this Covenant. The annual report shall be on a form or forms provided by the Monitoring Entity and shall contain sufficient information and documentation to prove the compliance of each Required WHP Unit with the terms of this Covenant. At minimum, the Annual Report shall include:

- a. For each required WHP Units, the unit number, the number of bedrooms, and the Income Category;
- b. The Resident of each Required WHP Unit, date of occupancy, and household income at time of occupancy;
- c. For Residents assuming occupancy in the year prior, confirmation that the Owner certified the income eligibility of the Eligible Household occupying the Required WHP Unit at the time of occupancy and provided the lease addendum to the Monitoring Entity;
- d. The monthly rental rate, utility allowance, and other charges or credits, if any, applied to each Required WHP Unit, consistent with the requirements of the Covenant; and,
- e. The name and contact information of the property manager employed by the Owner of this Development, identifying any change from the previous year's report.

The Monitoring Entity shall be provided the right to enter the management office for the purposes of reviewing Residents' files to ensure the Owner is in compliance with the provisions of this Covenant. All records shall be maintained within Palm Beach County and be available during normal business hours. The County shall have the right to copy any records related to performance of compliance with this Covenant. If the Monitoring Entity determines that the household occupying a Required WHP Unit is not an Eligible Household or is deemed eligible but not within the identified income category, then the Monitoring Entity shall notify the Owner of that determination. The Owner may substitute another unit meeting the requirements of Exhibit B if household is deemed ineligible.

12. Covenant to Run with the Land: It is intended and agreed that this Covenant and the restrictions contained in this Covenant shall run with the land constituting the Property and shall be binding upon any subsequent owner(s) of the Property, its successors and assigns for the benefit of and shall be enforceable by the County and its successors and assigns, and shall be binding on all parties and all persons claiming under it for the Compliance Period of this Covenant, provided however, that this Covenant shall be junior, subordinate and inferior to the lien of a holder of any first mortgage on the Development and in the event of a foreclosure sale by such holder or a deed in lieu of foreclosure transfer of ownership (or its successors or assigns) the terms of this Covenant shall be extinguished as follows.

- a. Third Party Notice Provision - Right of First Refusal: The Declarant/Owner shall require all loan/financing documentation for this Development to contain a provision that at the initiation of any formal foreclosure proceedings, the lender shall provide the County with a Notice of Pending Foreclosure, in order to provide the County the right to cure, or assume the loan within ninety (90) days of receipt of this Notice, in order to protect the County's investment in this Development. Notwithstanding anything contained herein to the contrary, Lender shall not

be obligated to remain at a standstill during the notice period and shall have the right to prosecute its claim against Owner but Lender shall not have the right to finalize its foreclosure proceedings or accept a deed in lieu of foreclosure transfer of ownership until expiration of the ninety (90) days day notice period. This notice shall be provided to both the Executive Director, and the Director of Planning, Palm Beach County Planning, Zoning, and Building Department, 2300 N. Jog Road, West Palm Beach, Florida, 33411-2741 .

- b. Should the ninety (90) days Right of First Refusal time frame pass, the applicable affordability restrictions will terminate only if the lender (holder of a first mortgage) is an Institutional Lender, and upon occurrence of any of the following termination events: (1) foreclosure of an Eligible Mortgage, (2) transfer by deed in lieu of foreclosure of an Eligible Mortgage, or (3) assignment of an FHA insured mortgage to HUD.

13. Further Assurances: The County shall from time to time, within a reasonable response time consistent with the public records statute, after a written request from an Institutional Lender, execute, acknowledge and deliver a statement (i) certifying that this Covenant is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Covenant as so modified, is in full force and effect, (ii) acknowledging that there are not, to the County's knowledge, any uncured defaults, or specifying such defaults if any are claimed, and (iii) certifying such other matters as such Institutional Lender may reasonably request.

The County shall, upon request of any Institutional Lender, execute and deliver such further documents, agreements, and/or information as necessary to effectuate the subordination of this Covenant to any Eligible Mortgage provided that the County determines the form and content of such documents is legally sufficient and is consistent with this Covenant.

14. Modifications: This Covenant shall not be extinguished, enlarged, modified, or replaced except with written authorization of the Board of County Commissioners of Palm Beach County and the Declarant.

15. Fair Housing: The Declarant, the County and the Owners of the Development containing Required WHP Units and their successors and assigns, agree that the leasing of all Required WHP Units shall be conducted in conformity with federal, state, and local Fair Housing Laws.

16. Enforcement: The County, its successors or assigns, in the event of the occupancy or vacancy of any Required WHP Unit in violation of the provisions hereof, shall be entitled to seek any relief available including, but not limited to, seeking specific performance of the provisions hereof, injunctive relief, rescission of any unauthorized sale or lease, Palm Beach County code

enforcement, and tolling of the Compliance Period. The Monitoring Entity shall have the right to inspect and monitor the use of the Required WHP Units to insure compliance with this Covenant. In any action required to enforce the provisions of this Covenant, each party shall be responsible for their own attorneys' fees and other costs of bringing the action.

17. County Review: Compliance with the Covenant is subject to audit by the Palm Beach County Internal Auditor and subject to review by the Palm Beach County Inspector General.

18. Severability and Conflicts: In the event of any conflict between this Covenant and any other agreement entered into by the Owner, this Covenant shall control. Should any provision of this Covenant be found invalid or unenforceable by a court of competent jurisdiction, said invalidity, unenforceability or ineffectiveness shall not affect the validity of the remaining provisions which shall remain in full force and effect.

19. Reports: All notices and reports required hereunder shall be sent to the following addresses or a subsequent address as it may from time to time be changed: Planning Director, Palm Beach County Planning Division, Vista Center Building, 2300 N. Jog Road, West Palm Beach, Florida 33411-2741. To the Declarant/Owner: Bridge Holding LLC, 10135 SW 75 PL. Miami, FL 33156 .

20. Recorded in the Public Records: This Covenant shall be recorded in the Official Public Records of Palm Beach County within five (5) days of execution of this Covenant. A copy of the recorded Covenant shall be provided to the Planning Director, Palm Beach County Planning Division, Vista Center Building, 2300 N. Jog Road, West Palm Beach, Florida 33411-2741.

21. Jurisdiction and Venue: The jurisdiction of any action regarding this Covenant shall be in the State of Florida. Venue of any court proceeding to enforce this Covenant shall be in Palm Beach County, Florida.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 14th day of January, 2022. Undersigned has executed this instrument on the date first above written.

Signed, Sealed, and Delivered in the presence of:

Declarant:

[Signature]
(Witness Signature)

[Signature]
By:

Kelly Regalado
(Print Name)

Name: Ricardo Hernandez

[Signature]
(Witness Signature)

Bridge Holding LLC
Title: Manager

Eyleen K. Basales Escalona
(Print Name)

Date: 01/14/2022

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence, this 14 day of January 2022 by Ricardo Hernandez, as Manager for Bridge Holding LLC who is personally known to me.



KELLY REGALADO
Commission # GG 197452
Expires June 24, 2022
Bonded Thru Budget Notary Services

[Signature]
(Notary Signature)

Print Name: Kelly Regalado

Notary Public, State of: Florida

Serial Number, if any: _____

My commission expires: 06/24/2022

Exhibit A

LEGAL DESCRIPTION

PARCELS 2 & 3:

LOTS 7 AND 8, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCELS 4 & 5:

LOTS 3, 4, 5, AND 6, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6:

LOT 2, BLOCK 274, THE PALM BEACH FARMS CO. PLAT NO.2 LUCERNE TOWNSITE (NOW KNOWN AS LAKE WORTH), ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 29, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Exhibit B

REQUIRED WORKFORCE HOUSING PROGRAM UNITS

39 TOTAL WORKFORCE HOUSING UNITS, TO BE PROVIDED IN THE FOLLOWING INCOME CATEGORIES:

| | |
|----------------------|----------|
| LOW CATEGORY: | 9 UNITS |
| MODERATE 1 CATEGORY: | 10 UNITS |
| MODERATE 2 CATEGORY: | 10 UNITS |
| MIDDLE CATEGORY: | 10 UNITS |



STATE OF FLORIDA - PALM BEACH COUNTY
I hereby certify that the
foregoing is a true copy
of the record in my office

THIS 24 DAY OF Jan, 20 22

JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: *Joseph Abruzzo*
Deputy Clerk

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: City Attorney

TITLE:

Ordinance No. 19-2022 – First Reading - Adopting amendments to Chapter 7 “Beaches, Parks and Recreation” to prohibit smoking and vaping in City parks and on the City’s beach

SUMMARY:

The proposed Ordinance will amend Chapter 7 “Beaches, Parks and Recreation,” Article I “Parks, Recreational Facilities and Public Property” and Article VI “Municipal Beach Area and Municipal Beach” to prohibit smoking and vaping in city parks and on the beach and to provide for enforcement of the same.

BACKGROUND AND JUSTIFICATION:

The State legislature preempted the regulation of smoking to the State under section 386.209, Florida Statutes, which prohibited municipalities from regulating smoking. However, effective July 1, 2022, section 386.209 was amended to allow municipalities to restrict smoking and vaping within the boundaries of public beaches and public parks owned by such municipalities, except that they may not restrict the smoking of unfiltered cigars. Based upon the documented health problems caused by secondhand smoke and aerosol (vaping), the City wishes to adopt an ordinance that will prohibit smoking and vaping within its City parks and on its beach. The ordinance also provides for enforcement of these regulations by the Palm Beach County Sheriff’s Office through the City’s civil citation process set forth in Chapter 2, Article X of the Code.

The Ordinance was continued from the September 6, 2022 commission meeting.

MOTION:

Move to approve / disapprove Ordinance No. 19-2022 on first reading and set the second reading and public hearing for October 6, 2022.

ATTACHMENTS:

Ordinance 19-2022

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ORDINANCE 2022-19 - AN ORDINANCE OF THE CITY OF LAKE WORTH BEACH, FLORIDA, AMENDING CHAPTER 7 “BEACHES, PARKS AND RECREATION,” ARTICLE I “PARKS, RECREATIONAL FACILITIES AND PUBLIC PROPERTY,” SECTION 7-9 “REGULATION OF CONDUCT IN PARKS AND RECREATION AREAS AND ON PUBLIC PROPERTY” BY CREATING A NEW SUBSECTION (K) TO BE ENTITLED “SMOKING AND VAPING” TO PROHIBIT SMOKING AND VAPING IN CITY PARKS AND PROVIDING FOR ENFORCEMENT; AND ARTICLE VI “MUNICIPAL BEACH AREA AND MUNICIPAL BEACH,” SECTION 7-80 “ADDITIONAL REGULATIONS APPLYING TO THE MUNICIPAL BEACH AREA,” BY CREATING A NEW SUBSECTION (Z) TO BE ENTITLED “SMOKING AND VAPING” TO BAN SMOKING AND VAPING ON CITY BEACH AND TO PROVIDE FOR ENFORCEMENT; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

WHEREAS, the City of Lake Worth Beach, Florida (the “City”) is a duly constituted municipality having such home rule power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, under section 386.209, Florida Statutes, the State legislature preempted the regulation of smoking to the State which prohibited municipalities and counties from regulating smoking within local parks and beaches; and

WHEREAS, effective July 1, 2022, the Florida legislature amended section 386.209, Florida Statutes, to allow municipalities to restrict smoking within the boundaries of public beaches and public parks that are owned by such municipalities, except that they may not restrict the smoking of unfiltered cigars; and

WHEREAS, as noted in the reports cited in the staff analysis for HB 105 (2022) which amended section 386.209, Florida Statutes (and which are incorporated herein by reference), secondhand smoke can cause numerous health problems and has been causally linked to cancer and other fatal diseases; and

WHEREAS, various articles have reported that electronic smoking devices emit secondhand aerosol which contain nicotine, ultrafine particles and low levels of toxins that are known to cause cancer; and

WHEREAS, further, the Ocean Conservancy, Inc. has also reported that cigarette butts are the number one littered item on beaches and that cigarette butts are also a major part of plastic pollution because they are made of tightly packed plastic fibers that erode into smaller bits, which accumulate in fish and other organisms and not only

47 impacts animal health and reproductivity, but also human health when people consume
48 sick fish; and

49
50 **WHEREAS**, the City Commission finds that the harmful impact of cigarette butts,
51 secondhand smoke and secondhand aerosol at the City’s beaches and parks are
52 detrimental to beach and park users and should be banned to the greatest extent allowed
53 by law; and

54
55 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted
56 municipality having such power and authority conferred upon it by the Florida Constitution
57 and Chapter 166, Florida Statutes; and

58
59 **WHEREAS**, the City Commission finds and declares that the adoption of this
60 ordinance is appropriate, and in the best interest of the health, safety and welfare of the
61 City, its residents and visitors.

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:** The foregoing “WHEREAS” clauses are incorporated into this
67 Ordinance as true and correct findings of the City Commission, without limitation, the
68 reports cited in the staff analysis for Florida HB 105 (2022) which amended section
69 386.209, Florida Statutes.

70
71 **Section 2:** Chapter 7 “Beaches, Parks and Recreation,” Article I “Parks,
72 Recreational Facilities and Public Property,” Section 7-9 “Regulation of conduct in parks
73 and recreation areas and on public property” is hereby amended by adding thereto a new
74 subsection (k) to read as follows:

75
76 **Sec. 7-9. – Regulation of conduct in parks and recreation areas and on public**
77 **property.**

78 In addition to the regulations contained in sections 7-1 through 7-7 of this article, the
79 following regulations shall apply to all parks and recreation facilities and public property,
80 unless otherwise noted. Conduct relating specifically to the municipal beach area shall
81 be proscribed by chapter 7, article VI of this Code.

82
83 * * *

84 **(k) Smoking and vaping.**

85
86 **(1) Definitions.** For the purposes of this section, the following terms shall have
87 the meanings given. Words not otherwise defined shall have the meaning
88 set forth in Part II, Chapter 386, Florida Statutes (the Florida Clean Air Act),
89 or shall be construed to mean the common and ordinary meaning.

90 “Smoking” means inhaling, exhaling, burning, carrying, or possessing any
91 lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any
92 other lighted tobacco product. However, “unfiltered cigars” shall be exempt
93 from this definition of smoking.

“Vape” or “vaping” means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

(2) Prohibition. A person is prohibited from smoking and/or vaping in a park located within the city.

(3) Enforcement. The city’s law enforcement agency is hereby authorized to enforce this subsection through the issuance of a city civil citation as set forth in Chapter 2, Article X of this Code.

Section 3: Chapter 7 “Beaches, Parks and Recreation,” Article VI “Municipal Beach Area and Municipal Beach,” Section 7-80 “Additional regulations applying to the municipal beach area” is hereby amended by adding thereto a new subsection (z) to read as follows:

Sec. 7-80. – Additional regulations applying to the municipal beach area.

Purpose. Citizens and visitors should be afforded a safe, clean environment in which recreational opportunities can be maximized. Due to the wide variety of patron needs and use of city property, it is necessary to establish the following regulations. These regulations are in addition to regulations that are contained in other sections of the Code of Ordinances or otherwise posted in particular parks, recreational facilities or municipal beaches.

* * *

(z) Smoking and vaping.

(1) Definitions. For the purposes of this section, the following terms shall have the meanings given. Words not otherwise defined shall have the meaning set forth in Part II, Chapter 386, Florida Statutes (the Florida Clean Air Act), or shall be construed to mean the common and ordinary meaning.

“Smoking” means inhaling, exhaling, burning, carrying, or possessing any lighted tobacco product, including cigarettes, cigars, pipe tobacco, and any other lighted tobacco product. However, “unfiltered cigars” shall be exempt from this definition of smoking.

“Vape” or “vaping” means to inhale or exhale vapor produced by a vapor-generating electronic device or to possess a vapor-generating electronic device while that device is actively employing an electronic, a chemical, or a mechanical means designed to produce vapor or aerosol from a nicotine product or any other substance. The term does not include the mere possession of a vapor-generating electronic device.

(2) Prohibition. A person is prohibited from smoking and/or vaping on the municipal beach located within the city. This prohibition shall only apply to the beach and not the entire municipal beach area as defined in this Code.

138 (3) Enforcement. The city's law enforcement agency is hereby authorized to enforce
139 this subsection through the issuance of a city civil citation as set forth in Chapter
140 2, Article X of this Code.

141
142 **Section 4:** Severability. If any section, subsection, sentence, clause, phrase or
143 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
144 competent jurisdiction, such portion shall be deemed a separate, distinct, and
145 independent provision, and such holding shall not affect the validity of the remaining
146 portions thereof.

147
148 **Section 5:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in
149 conflict herewith are hereby repealed to the extent of such conflict.

150
151 **Section 6:** Codification. The sections of the ordinance may be made a part of
152 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
153 accomplish such, and the word "ordinance" may be changed to "section", "division", or
154 any other appropriate word.

155
156 **Section 7:** Effective Date. This ordinance shall become effective 10 days after
157 passage.

158
159 The passage of this ordinance on first reading was moved by
160 _____, seconded by _____, and upon
161 being put to a vote, the vote was as follows:

- 162
163 Mayor Betty Resch
164 Vice Mayor Christopher McVoy
165 Commissioner Sarah Malega
166 Commissioner Kimberly Stokes
167 Commissioner Reinaldo Diaz

168
169 The Mayor thereupon declared this ordinance duly passed on first reading on the
170 _____ day of _____, 2022.

171
172
173 The passage of this ordinance on second reading was moved by
174 _____, seconded by _____, and upon being put to a vote,
175 the vote was as follows:

- 176
177 Mayor Betty Resch
178 Vice Mayor Christopher McVoy
179 Commissioner Sarah Malega
180 Commissioner Kimberly Stokes
181 Commissioner Reinaldo Diaz
182

183 The Mayor thereupon declared this ordinance duly passed on the _____ day of
184 _____, 2022.

185

186

187

LAKE WORTH BEACH CITY COMMISSION

188

189

190

By: _____

191

Betty Resch, Mayor

192

193 ATTEST:

194

195

196

197 Melissa Ann Coyne, City Clerk

198

**TORCIVIA, DONLON,
GODDEAU & RUBIN, P.A.**

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Elizabeth V. Lenihan*
Denise A. Mutamba
Kara L. Land

*FLORIDA BAR BOARD CERTIFIED
CITY COUNTY AND LOCAL GOVERNMENT ATTORNEY

September 6, 2022

Via E-Mail Only

Mayor and Commissioners
City of Lake Worth Beach
7 N. Dixie Highway
Lake Worth Beach, FL 33460

RE: Discussion on Housing Crisis

Dear Mayor and Commissioners:

Pursuant to recent Commission comments, we have prepared the following housing crisis update which includes a summary of the statutory rent control ordinance process and information regarding other local governments who are currently pursuing rent control referendums. Section 166.043, Florida Statutes (attached), prohibits local governments from adopting rent control ordinances “unless it is found and determined...that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.” §166.043(2), Fla. Stat. The statute exempts the following categories of residential accommodations from a rent control ordinance: (1) seasonal or tourist unit; (2) second housing unit; and (3) luxury apartment buildings.” §166.043(4), Fla. Stat.

The statute requires a rent-control ordinance to be approved by two separate processes: (1) the local government’s standard ordinance adoption procedure (including, but not limited to, notice and a public hearing); and (2) a referendum approved by the voters. *See* §166.043(5), Fla. Stat. Also, any such ordinance automatically expires within 1 year and cannot be extended or renewed unless the local government adopts another ordinance in accordance with the statutory provisions (including, but not limited to another referendum). *See* §166.043(3), Fla. Stat. Finally, the statute, authorizes the adoption of a rent control ordinance only when the local government “makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.” *See* §166.043(5), Fla. Stat.

Therefore, it is recommended that the City Commission secure the necessary data and the opinion of a qualified professional(s) to firmly establish, at a minimum, the following: (1) whether there exists within the City of Lake Worth Beach a “housing emergency so grave as to constitute a serious menace

to the general public” (including an explanation of how the statistics and data used establishes a “grave housing emergency”); (2) what impacts/effects the housing emergency is having on the general public’s health, safety and welfare (i.e., “serious menace to the general public”) (e.g., distress, extortion, increase of rents without legal process, evictions, homelessness, overcrowding, etc.); and (3) whether and how a rent control ordinance is “necessary and proper to eliminate such grave housing emergency” and the details/requirements of such an ordinance. We will work with staff to draft the appropriate procurement document for these professional services and ensure that the scope of services includes, but is not limited to, the above statutory questions. Please be aware that if a local government’s rent control ordinance is challenged in any court action, the government will have the evidentiary burden to prove that its ordinance meets the statutory requirements. *See* §166.043(6), Fla. Stat.

Regarding rent control by other local governments, Orange County adopted a rent control ordinance pursuant to section 125.0103, Florida Statutes (the county version of section 166.043) and has placed a referendum on the upcoming November election ballot. Generally, the Orange County ordinance limits rent increases in multiunit buildings (4 or more dwelling units) to the annual increase in the Consumer Price Index; however such controls do not apply to luxury units, single family homes, vacation rentals, and other specified units. The ordinance also addresses the development of “a process by which landlords can request exceptions to the limitations on rent increases based on the opportunity to receive a fair and reasonable return on investment.”

Shortly after the ordinance was adopted, a lawsuit challenging the ordinance and pending referendum was filed on behalf of the Florida Apartment Association and the Florida Association of Realtors. The lawsuit, in part, includes the general argument that the rent-control ordinance fails to meet the statutory requirements and is, therefore, invalid. Under this argument, the plaintiffs contend that the “Rent-Control Ordinance fails to establish the existence-in-fact of a “housing emergency so grave as to constitute a serious menace to the general public.” *See Complaint* ¶31. Under this argument, the plaintiffs maintain that the county fails to explain how and why the statistics it relies upon demonstrate a “grave housing emergency.” *See id.* They further argue that the ordinance is contrary to the legal memorandum drafted by the Orange County Attorney because it “appears to be premised entirely on statistics addressing vacancy rates, rising rents, a shortage of housing, an increase in the cost of living, and ‘spiraling inflation.’” *See Complaint* ¶33. They indicate that “These findings alone are insufficient to establish a ‘grave housing emergency’ under Florida Supreme Court precedence.” *See id.*

The plaintiffs also argue that even if Orange County could establish a “grave housing emergency,” the ordinance “contains no findings demonstrating a ‘serious menace to the general public.’” *See Complaint* ¶34. They rely, again, upon the county attorney’s memorandum, that “a rent-control ordinance must include findings addressing the housing emergency’s impact on the health, safety, and welfare of the general public such as ‘overcrowding’ resulting in ‘insanitary conditions’ and ‘disease.’” *See id.* They make the additional argument that the ordinance’s findings “fail to establish that rent control is ‘necessary and proper’ to ‘eliminate’ the grave housing emergency in Orange County.” *See Complaint* ¶35. The plaintiffs state that the county’s “increased housing costs are ‘likely beyond the control of local regulation’ and stemmed mostly from ‘inadequate housing production over years which a temporary rent ceiling would do little to correct.’” *See id.*

In the county attorney’s memorandum, he points out that “Florida courts have not interpreted either provisions of the Statute, and therefore it is unclear how either provision would be interpreted or applied today.” *See County Attorney Memorandum*, pg. 2. After highlighting the legal history of rent control ordinances and how a “grave housing emergency” may be defined, the attorney generally concluded, in part, “It is unlikely that findings of an increase in the cost of living or inflation alone will be sufficient to meet the requirements of the Statute. Instead, the Board would likely need findings of

a housing shortage, rising rents, increased demand, etc. and findings describing the impact of these conditions on the general public's health, safety, and welfare in order to meet the Statute's requirements. Further, the Board would likely need findings to establish that its rent control ordinance is necessary to eliminate the grave housing emergency." *See id.*

It was reported that the City of Tampa considered a rent control ordinance; however, the ordinance was not approved by the city council. It was also reported that the City of St. Petersburg's council agreed to draft a resolution declaring a housing emergency and proposing ballot language for rent control regulations; however, the council withdrew the resolution based on advice from their legal counsel. The council discussed a motion to draft a rent control ordinance and submit it to the voters by referendum; however, the motion failed.

If the City chooses to move forward with the drafting of a rent control ordinance, we recommend that it address the issues highlighted in the Orange County Complaint and the Orange County Attorney's Memorandum. For your review, we have attached the following documents: (1) Orange County Rent Control Ordinance; (2) Complaint challenging the Orange County ordinance (without attachments); and (3) Orange County Attorney's Memorandum regarding the rent control ordinance. As mentioned above, we will be working with staff to develop the appropriate procurement document for the professional services needed to explore and address the requirements of a rent control ordinance. Please let me know if you have any questions regarding the above.

Sincerely,

Glen J. Torcivia

Glen J. Torcivia
City Attorney

Enclosures: Section 166.043, Florida Statutes, Orange County Ordinance, Orange County Complaint (without attachments), Orange County Attorney Opinion

Copy: Carmen Davis, City Manager
William Waters, Community Sustainability Director

Select Year:

The 2022 Florida Statutes

[Title XII](#)
MUNICIPALITIES

[Chapter 166](#)
MUNICIPALITIES

[View Entire Chapter](#)

166.043 Ordinances and rules imposing price controls; findings required; procedures.—

(1)(a) Except as hereinafter provided, no county, municipality, or other entity of local government shall adopt or maintain in effect an ordinance or a rule which has the effect of imposing price controls upon a lawful business activity which is not franchised by, owned by, or under contract with, the governmental agency, unless specifically provided by general law.

(b) This section does not prevent the enactment by local governments of public service rates otherwise authorized by law, including water, sewer, solid waste, public transportation, taxicab, or port rates, rates for towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, or rates for removal and storage of wrecked or disabled vehicles or vessels from an accident scene or the removal and storage of vehicles or vessels in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel.

(c) Counties must establish maximum rates which may be charged on the towing of vehicles or vessels from or immobilization of vehicles or vessels on private property, removal and storage of wrecked or disabled vehicles or vessels from an accident scene or for the removal and storage of vehicles or vessels, in the event the owner or operator is incapacitated, unavailable, leaves the procurement of wrecker service to the law enforcement officer at the scene, or otherwise does not consent to the removal of the vehicle or vessel. However, if a municipality chooses to enact an ordinance establishing the maximum rates for the towing or immobilization of vehicles or vessels as described in paragraph (b), the county's ordinance established under s. [125.0103](#) shall not apply within such municipality.

(2) No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.

(3) Any law, ordinance, rule, or other measure which has the effect of imposing controls on rents shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new measure meeting all the requirements of this section.

(4) Notwithstanding any other provisions of this section, no controls shall be imposed on rents for any accommodation used or offered for residential purposes as a seasonal or tourist unit, as a second housing unit, or on rents for dwelling units located in luxury apartment buildings. For the purposes of this section, a luxury apartment building is one wherein on January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250.

(5) No municipality, county, or other entity of local government shall adopt or maintain in effect any law, ordinance, rule, or other measure which would have the effect of imposing controls on rents unless:

(a) Such measure is duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.

(b) Such governing body makes and recites in such measure its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.

(c) Such measure is approved by the voters in such municipality, county, or other entity of local government.

(6) In any court action brought to challenge the validity of rent control imposed pursuant to the provisions of this section, the evidentiary effect of any findings or recitations required by subsection (5) shall be limited to imposing upon any

party challenging the validity of such measure the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.

(7) Notwithstanding any other provisions of this section, municipalities, counties, or other entity of local government may adopt and maintain in effect any law, ordinance, rule, or other measure which is adopted for the purposes of increasing the supply of affordable housing using land use mechanisms such as inclusionary housing ordinances.

History.—ss. 1, 2, 3, 4, 5, 6, ch. 77-50; s. 82, ch. 79-400; s. 2, ch. 88-240; s. 3, ch. 90-283; s. 53, ch. 97-300; s. 5, ch. 98-324; s. 9, ch. 99-360; s. 34, ch. 2001-201; s. 3, ch. 2020-174.



COUNTY ATTORNEY'S OFFICE
JEFFREY J. NEWTON, *County Attorney*

201 South Rosalind Avenue ■ 3rd Floor
Reply To: Post Office Box 1393
Orlando, FL 32802-1393
407-836-7320 ■ Fax 407-836-5888
www.ocfl.net

To: Mayor Jerry L. Demings
From: Jeffrey J. Newton, County Attorney
Dylan Schott, Assistant County Attorney
Date: March 29, 2022
Subject: Board Discussion on April 5, 2022 regarding Rent Stabilization

Handwritten initials: JN, DS

Deputy County Attorney
Joel D. Prinsell

Senior Assistant County Attorneys

Katherine W. Latorre
Elaine M. Asad

Assistant County Attorneys

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David Berman
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Linda Brehmer-Lanosa
Joy Carmichael
Whitney E. Evers
Georgiana Holmes
Aleas Koos
Scott McHenry
Sawsan Mohiuddin
Dylan Schott
Scott Shevenell
Shonda White

Legal Administrative Supervisor

Anna M. Caban

Senior Paralegal
Melessia Lofgren

Paralegals
Maria Vargas, ACP
Gail Stanford

MEMORANDUM

At your request and in preparation for the Board's discussion on April 5, 2022, please consider this Memorandum which provides background, legal issues and analysis regarding rent stabilization.

Background:

On June 23, 2020, the Orange County Board of County Commissioners ("**Board**" or "**BCC**") discussed a report from Commissioner Emily Bonilla regarding a proposed referendum for a one-year rent freeze. According to the Clerk's minutes of that meeting, a motion was made by Commissioner Bonilla, seconded by Commissioner Gomez Cordero, to schedule a public hearing for July 7, 2020 regarding proposed referendum language for a one-year rent freeze and for the Board to vote to place the referendum on the ballot. The motion failed by a vote of 2 to 5.

On March 8, 2022, Commissioner Bonilla submitted a memorandum and report to the Orange County Mayor and County Commissioners regarding a proposed rent stabilization ordinance to be discussed at the Board's meeting on April 5, 2022. This memorandum discusses several issues that have been raised in preparation for the meeting on April 5, 2022.

Issues:

- I. Whether Florida courts have interpreted either of the following provisions as used in Section 125.0103, Florida Statutes (the "**Statute**"):
 - A. "A housing emergency so grave as to constitute a serious menace to the general public;" or
 - B. "Luxury apartment buildings."
- II. Whether any local governments in Florida have imposed rent controls pursuant to the Statute.
- III. Whether a charter county can adopt an ordinance requiring residential landlords to provide tenants with sixty (60) days' notice before increasing rental rates by

more than five-percent (5%), and, if so, whether the charter county is required to satisfy any specific criteria or make any specific findings before adopting said ordinance.

Short Answers:

I. No, Florida courts have not interpreted either provision of the Statute, and therefore it is unclear how either provision would be interpreted or applied today.

A. Certain federal and state court opinions on housing emergencies and rent controls can provide insight into how a court may interpret the Board's statutory requirement to make findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and findings that such rent controls are necessary and proper to eliminate said grave housing emergency.

It is unlikely that findings of an increase in the cost of living or inflation alone will be sufficient to meet the requirements of the Statute. Instead, the Board would likely need findings of a housing shortage, rising rents, increased demand, etc. **and** findings describing the impact of these conditions on the general public's health, safety, and welfare in order to meet the Statute's requirements. Further, the Board would likely need findings to establish that its rent control ordinance is necessary to eliminate the grave housing emergency. In the event of a legal challenge, the County will have the burden of proving the aforementioned findings.

B. The Statute defines "luxury apartment building" as one wherein on January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250. A court could adjust this statutory definition for inflation and otherwise apply the Statute as written. According to the United States Bureau of Labor Statistics, \$250 in January 1977 has the same buying power as \$1,212.46 in February 2022. Under this interpretation, the County would be prohibited from imposing rent controls on apartment buildings where the aggregate rent due on a monthly basis from all dwelling units exceeds \$1,212.46.

II. No, there is no apparent record of any local governments in Florida imposing rent controls pursuant to the Statute. However, Miami-Dade County is scheduled to consider a resolution on April 5, 2022 directing the Mayor or designee to conduct a study to determine if a housing emergency currently exists in Miami-Dade County that is so grave as to constitute a serious menace to the general public and that stabilizing rents to remain affordable is necessary and proper to eliminate such grave housing emergency.

III. Likely yes, a charter county can likely adopt an ordinance requiring residential landlords to provide tenants with sixty (60) days' notice before increasing rental rates more than five-percent (5%). Charter counties have broad authority to adopt ordinances, and it is unlikely that a court would find said ordinance has

been preempted to the state or conflicts with state statute. There are no apparent requirements for a charter county to satisfy any specific criteria or

make any specific findings before adopting such an ordinance beyond those recitations and findings generally made as a matter of practice. On February 24, 2022, the City of Tampa passed a motion directing staff to develop an ordinance that would require landlords to give notice before raising rents, and on March 15, 2022, Miami-Dade County adopted a similar ordinance.

Discussion:

I. The Statute's Grave Housing Emergency and Luxury Apartment Building Provisions.

Generally, local governments are prohibited from adopting ordinances that would have the effect of imposing controls on rents. Fla. Stat. § 125.0103(2). However, the Statute creates an exception for rent controls that are necessary and proper to eliminate an existing **housing emergency which is so grave as to constitute a serious menace to the general public**. See *id.* (emphasis added). The Statute includes several conditions and restrictions on local governments that adopt rent control measures pursuant to this grave housing emergency exception:

- (1) The ordinance shall terminate and expire within 1 year and shall not be extended or renewed except by the adoption of a new ordinance meeting all of the requirements of the Statute;
- (2) Notwithstanding any other provision of the Statute, no rent controls shall be imposed on rents for the following:
 - (a) Any accommodation used or offered for residential purposes as a seasonal or tourist unit;
 - (b) Any accommodation used or offered for residential purposes as a second housing unit; or
 - (c) **On rents for dwelling units located in luxury apartment buildings;**
- (3) The ordinance must be duly adopted by the local government's governing body after notice and public hearing and in accordance with applicable laws;
- (4) The governing body must make and recite in the ordinance its findings establishing the existence in fact of **a housing emergency so grave as to constitute a serious menace to the general public** and that such controls are necessary and proper to eliminate such grave housing emergency;
- (5) The ordinance must be approved by the voters within the local government; and
- (6) In any court action brought to challenge the validity of the rent control ordinance, the evidentiary effect of any findings or recitations required by the Statute shall be limited to imposing upon any party challenging the validity of the ordinance

the burden of going forward with the evidence, and the burden of proof (that is, the risk of nonpersuasion) shall rest upon any party seeking to have the measure upheld.

See Fla. Stat. § 125.0103(3)-(6) (emphasis added).

A. Grave Housing Emergency.

The Statute requires a governing body to make and recite in its ordinance its findings establishing the existence in fact of a "...housing emergency so grave as to constitute a serious menace to the general public..." Fla. Stat. § 125.0103(5)(b). Additionally, the governing body is required to make and recite its findings establishing that such rent controls are "...necessary and proper to eliminate such grave housing emergency." *Id.* Florida courts have not interpreted these provisions of the Statute, and therefore it is unclear what findings and recitations are sufficient to meet the Statute's requirements. *Id.* However, certain federal and state court opinions on rent control laws adopted pursuant to housing emergencies can provide some insight into the issue.

The aforementioned language from the Statute likely stems from the 1922 U.S. Supreme Court case *Edgar A. Levy Leasing Co. v. Siegel*, 258 U.S. 242 (1922), in which the Court considered the constitutional validity of rent control laws passed by the State of New York in 1920. In *Levy*, the Court affirmed the judgements of the state court which held that the rent control laws were a constitutional and valid exercise of the state's police power. *Id.* at 244-50. The Court reasoned that the rent control laws were enacted as emergency statutes and therefore invoked the state's police powers. *See id.* at 245. The Court said:

The warrant for this legislative resort to the police power was the conviction on the part of the state legislators that there existed in the larger cities of the state **a social emergency**, caused by an insufficient supply of dwelling houses and apartments, **so grave that it constituted a serious menace to the health, morality, comfort, and even to the peace of a large part of the people of the state.**

Id. (emphasis added). The Court reasoned that the New York Legislature did not depend on the knowledge of its members but instead relied on reports prepared by committees "of the best intelligence" that had conducted "elaborate and thorough" investigations on housing conditions in the cities of the state for almost two years before the rent control laws were enacted. *See id.* These committees found:

That there was a very great shortage in dwelling house accommodations in the cities of the state to which the acts apply; that this condition was causing widespread distress; that extortion in most oppressive forms was flagrant in rent profiteering; that, for the purpose of increasing rents, legal process was being abused and eviction was being resorted to as never before; and that unreasonable and extortionate increases of rent had frequently resulted in two or more families being obliged to occupy an apartment adequate only for one family, with a consequent overcrowding, which was resulting in insanitary conditions, disease, immorality, discomfort, and widespread social discontent.

Id. at 246. Accordingly, the Court ruled that the emergency declared by the New York Legislature did in fact exist when the rent control laws were passed. *See id.*

Subsequently, in the 1960s and 1970s, the City of Miami Beach took several actions to impose emergency rent controls before the Statute went into effect. The City's actions were litigated and resulted in several opinions from the Supreme Court of Florida and Florida's Third District Court of Appeals. While these court opinions may not necessarily be relevant for any future rent control ordinances adopted by Orange County (since the court opinions analyzed municipal actions that were taken prior to the adoption of the Statute), they can provide insight into what findings a local government must make to establish a housing emergency.

In 1969, the City of Miami Beach enacted an ordinance to regulate rents after making a determination that an inflationary spiral and a housing shortage existed in the City. *City of Miami Beach v. Fleetwood Hotel, Inc.*, 261 So. 2d 801, 802 (Fla. 1972). The City stated that it acted with the intent and purpose of protecting its residents from exorbitant rates. *Id.* In holding that the City's ordinance was invalid, the Supreme Court of Florida cited several cases from the Supreme Court of the United States, including the *Levy* case discussed above. *Id.* at 804. The Court ruled that "emergency" has been narrowly defined and that an increase in the cost of living (an inflationary spiral) alone is not a justification for rent control legislation which limits the amount of rent which a tenant may be required to pay. *Id.*

In 1974, the City of Miami Beach passed Ordinance No. 74-2018 imposing rent control measures. In *Lifschitz v. City of Miami Beach*, 339 So. 2d 232, 234 (Fla. 3d DCA 1976), the Third District Court of Appeals considered whether the City's ordinance was void because "in fact no emergency existed." The Court affirmed the trial court's finding that due to the unusual character of Miami Beach, as demonstrated by the evidence, there did exist at the time of the passage of the ordinance and thereafter until the time of the final hearing, appropriate and sufficient circumstances, conditions and factors to justify its enactment. *Id.* at 234-35. The Court looked at the preamble of the ordinance which read, in part:

WHEREAS, a grave and serious public emergency exists with respect to the housing of a substantial number of citizens of Miami Beach; and

WHEREAS, the deterioration and demolition of existing housing; an insufficient supply of new housing; the inhibition upon the construction of new housing resulting from the operation of the Florida Pollution Control Act, other environmental protection laws, and an insufficient supply of financing; and the existing economic inflationary spiral have resulted in a substantial and critical shortage of safe, decent and reasonably priced housing accommodations as evidenced by the low vacancy rates prevailing in the City; and

WHEREAS, this emergency cannot be dealt with effectively by the ordinary operations of the private rental housing market, and unless residential rents are regulated, such emergency and the inflationary

pressures therefrom will produce a serious threat to the public health, safety and general welfare of the citizens of Miami Beach, Florida;

Id. (emphasis added). The Court reasoned that a scarcity of housing, accelerating rents, and a constant influx of people seeking housing in the area was ample evidence as to the factors creating a housing emergency. *Id.* at 235. The Court ruled that the ordinance was presumptively valid and the question of the existence of an emergency at the time of its passage rested in the judgment and discretion of the city council. *Id.*

The City of Miami Beach's Ordinance No. 74-2018, as discussed in the *Lifschitz* case above, expired in 1976, so in 1977 the City of Miami Beach adopted Resolution No. 77-15314 providing a new rent control measure (known as proposed Ordinance No. 77-2093) to be placed before the electorate of the City in a referendum on June 7, 1977. See *City of Miami Beach v. Frankel*, 363 So. 2d 555, 556 (Fla. 1978). However, on May 21, 1977, approximately two weeks before the referendum was scheduled for a vote, the Statute and all of its conditions and requirements went into effect. See *id.* The Supreme Court of Florida reviewed the City's proposed ordinance and held

that the proposed ordinance was out of harmony with the Statute in several respects, and to that extent would have been a void enactment. *Id.* The proposed ordinance contained several clauses in its preamble finding: (1) a grave and serious housing emergency, (2) a vacancy rate below 5 percent, (3) a shortage of vacant land available for new construction, (4) an inflationary spiral that resulted in a shortage of housing, (5) an elderly population with fixed incomes, and (6) rising rents. See Proposed Ordinance No. 77-2093, City of Miami Beach. Despite the City's findings and recitations in proposed Ordinance No. 77-2093, the Court ruled that the City did not meet the Statute's requirements including the requirement that "a local government, in enacting a rent control measure, must make findings and recite them in the enactment, of a housing emergency so grave as to constitute a serious menace to the general public." See *Frankel*, 363 So. 2d at 557.

Today, it is unclear what findings and recitations are sufficient to establish the existence in fact of "a housing emergency so grave as to constitute a serious menace to the general public" due to the lack of attempted rent control laws in Florida since the Statute went into effect and because the Statute has not been interpreted by the courts. While the Third District Court of Appeals found that recitations made by the City of Miami Beach in Ordinance No. 74-2018 regarding a scarcity of housing, accelerating rents, and a constant influx of people was enough to establish "a housing emergency," this was before the Statute was enacted to explicitly require "a housing emergency so grave as to constitute a serious menace to the general public." *Lifschitz* 339 So. 2d at 235; Fla. Stat. § 125.0103(5)(b). When the Supreme Court of Florida did apply the Statute's standard to the City of Miami Beach's proposed Ordinance No. 77-2093, the Court found that the proposed ordinance did not meet the Statute's requirements, including the requirement to make findings of a housing emergency so grave as to constitute a serious menace to the general public, despite the fact that the City's proposed ordinance contained several clauses in the preamble finding: (1) a grave and serious housing emergency, (2) a vacancy rate below 5 percent, (3) a shortage of vacant land available for new construction, (4) an inflationary spiral that resulted in a shortage of housing, (5) an elderly population with fixed incomes, and (6) rising rents. See *Frankel*, 363 So. 2d at 557; see Proposed Ordinance No. 77-2093, City of Miami Beach. Thus, it is unlikely that a shortage of housing, increase in the cost of living, or an inflationary

spiral alone are enough to establish “a housing emergency so grave as to constitute a serious menace to the general public.” *See id.*; *see also Fleetwood Hotel*, 261 So. 2d at 804 (ruling that “emergency” is narrowly defined and that an increase in the cost of living, or “an inflationary spiral,” alone is not a justification for rent control legislation).

Instead, any rent control ordinance in Orange County will likely need to contain findings and recitations that are more similar to the *Levy* case than the *Frankel* case, as discussed above, in order to establish “a housing emergency so grave as to constitute a serious menace to the general public.” In *Levy*, the New York Legislature relied on the following findings when it enacted its emergency rent control laws:

That there was a very great shortage in dwelling house accommodations in the cities of the state to which the acts apply; that this condition was causing widespread distress; that extortion in most oppressive forms was flagrant in rent profiteering; that, for the purpose of increasing rents, legal process was being abused and eviction was being resorted to as never before; and that unreasonable and extortionate increases of rent had frequently resulted in two or more families being obliged to occupy an apartment adequate only for one family, with a consequent overcrowding, which was resulting in insanitary conditions, disease, immorality, discomfort, and widespread social discontent.

Levy Leasing Co., 258 U.S. at 246. And the Supreme Court of the United States said that, based on these findings, the Legislature correctly believed that there was “...a **social emergency**, caused by an insufficient supply of dwelling houses and apartments, **so grave that it constituted a serious menace to the health, morality, comfort, and even to the peace of a large part of the people of the state.**” *See id.* (emphasis added). Thus, findings and recitations related to the residential rental market causing widespread distress, extortion, flagrant rent profiteering, abuse of the legal process, increased eviction rates, and overcrowding among the public are more likely to establish the Statute’s requisite grave housing emergency than findings and recitations related to an increase of the cost of living or an inflationary spiral alone. *Id.*; *Fleetwood Hotel*, 261 So. 2d at 804.

However, this is not to say that a shortage of housing or increase in rents cannot be the basis for a grave housing emergency. In fact, a “great shortage of dwelling house accommodations” was the basis for the New York rent control laws that were upheld by the U.S. Supreme Court. *Levy Leasing Co.*, 258 U.S. at 246. But rather, the findings made by the County in any rent control ordinance likely need to establish the grave housing emergency **and** the effect that the emergency is having on the general public. The findings need to describe how the grave housing emergency “constitutes a serious menace to the general public.” Fla. Stat. § 125.0103(5)(b). This is the primary distinction between New York’s findings and the findings made by the City of Miami Beach—both jurisdictions suffered from a housing shortage, but New York elaborated on how the shortage was a serious menace to the public by describing the shortage’s impact on the health, morality, comfort, and peace of the public. *Levy Leasing Co.*, 258 U.S. at 246. For example, New York found that the housing emergency had caused multiple families to share one apartment leading to overcrowding which resulted in “insanitary conditions, disease, immorality, discomfort, and widespread social discontent.” *Id.* Whereas the City of Miami Beach merely recited statistics related to shortages and increased prices to

establish the housing emergency. See Proposed Ordinance No. 77-2093, City of Miami Beach. Thus, any rent control ordinance adopted by the Board will likely need to make findings establishing a grave housing emergency (e.g. shortage of housing, accelerating rents, increased demand, etc.) **and** how said emergency constitutes a serious menace to the general public by describing the emergency's impact on the health, safety, and welfare of the general public (e.g. widespread distress, extortion, flagrant rent profiteering, abuse of the legal process, overcrowding resulting in insanitary conditions and disease, etc.).

Additionally, in the event of a legal challenge to any rent control ordinance adopted by Orange County, a court will likely consider how the Board made its findings because the findings have to establish the existence of a grave housing emergency **in fact**. See Fla. Stat. § 125.0103(5)(b) (emphasis added). While the Third District Court of Appeals found that the City of Miami Beach's recitations in Ordinance No. 74-2018 were sufficient to establish a housing emergency, the Court was applying the rule that the City's ordinance was presumptively valid and that the question of the existence of an emergency at the time of the ordinance's passage rested in the judgment and discretion of the City Council. See *Lifschitz* 339 So. 2d at 235. However, under the current Statute, Orange County will likely have the burden of proving the existence of a grave housing emergency and proving that its rent control ordinance is necessary and proper to eliminate said grave housing emergency. See Fla. Stat. § 125.0103(6). Thus, despite the Third DCA's ruling in *Lifschitz*, it is unlikely that recitations of a housing emergency made in the discretion of the Board alone will be sufficient to meet the Statute's requirements—Orange County will need evidence to prove its findings establishing the existence in fact of a grave housing emergency.

B. Luxury Apartment Buildings.

The Statute states that no controls shall be imposed on rents for dwelling units located in luxury apartment buildings. Fla. Stat. § 125.0103(4). The Statute defines a "luxury apartment building" as "one wherein on January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250." *Id.*

It is unclear how a court would interpret or apply this provision of the Statute today because this provision has not been interpreted by a court before. A court could find that the Florida Legislature intended for the \$250 statutory amount to be adjusted for inflation and otherwise apply the Statute as written. According to the United States Bureau of Labor Statistics, \$250 in January 1977 has the same buying power as \$1,212.46 in February 2022. Under this interpretation, any rent control ordinance adopted by the County would be prohibited from imposing controls on rents for luxury apartment buildings, i.e. buildings where the aggregate rent due on a monthly basis exceeds \$1,212.46.

Alternatively, a court could read the Statute narrowly and find that it only applies to apartment buildings that were in existence on January 1, 1977 and whose aggregate rent due on a monthly basis from all dwelling units exceeds \$250. Under this interpretation, the County would be prohibited from imposing rent controls on luxury apartment buildings in existence on January 1, 1977, but otherwise unrestricted from imposing rent controls on apartment buildings constructed after January 1, 1977, except

for the remaining conditions and restrictions contained in the Statute. Ultimately, it is not clear how a court would interpret or apply this provision of the Statute.

II. Rent Controls by other Local Governments.

There is no apparent record of any local governments in Florida imposing rent controls pursuant to the Statute since the Statute went into effect on May 21, 1977. However, Miami-Dade County is scheduled to consider a resolution on April 5, 2022 to direct the Mayor or designee to conduct a study to determine if a housing emergency currently exists in Miami-Dade County that is so grave as to constitute a serious menace to the general public and that stabilizing rents to remain affordable is necessary and proper to eliminate such grave housing emergency. On February 24, 2022, the City of Tampa passed a motion declaring a critical housing crisis and directed staff to meet with the community and report back to the City Council on May 26, 2022 with ideas to solve the housing problem. The City of St. Petersburg's Housing, Land Use, and Transportation Committee considered a motion to declare a housing emergency on February 10, 2022, but the motion failed.

III. Ordinance Requiring Notice before Increasing Rental Payments.

A charter county can likely adopt an ordinance requiring residential landlords to provide tenants with sixty (60) days' notice before increasing rental rates by more than five-percent (5%) ("**Proposed Ordinance**"). Charter counties have broad authority to enact county ordinances that are not inconsistent with general law. See Fla. Const. Art. VIII, § 1(g). There are two ways that a county ordinance can be inconsistent with general law and therefore unconstitutional: (1) a county cannot legislate in a field if the subject area has been preempted to the state, and (2) a county cannot enact an ordinance that directly conflicts with a state statute. See generally *Phantom of Brevard, Inc. v. Brevard Cty.*, 3 So. 3d 309, 314 (Fla. 2008).

Florida law recognizes both express preemption and implied preemption. *D'Agastino v. City of Miami*, 220 So. 3d 410, 421 (Fla. 2017). Express preemption requires a specific legislative statement—it cannot be implied or inferred—and the preemption of a field is accomplished by clear language. *Id.* Implied preemption occurs when the state legislative scheme is so pervasive as to virtually evidence an intent to preempt the particular area or field of operation, and where strong public policy reasons exist for finding such an area or field to be preempted by the Legislature. *Id.* Chapter 83, Part II, Florida Statutes, commonly known as the "Florida Residential Landlord and Tenant Act" (the "**Act**") applies to the rental of residential dwelling units and sets forth the rights and duties of landlords and tenants.

In Florida Attorney General Advisory Legal Opinion 94-41 ("**AGO 94-41**"), the City of Miami Beach asked whether it could adopt an ordinance to extend the notice provisions in Section 83.57, Florida Statutes, for the termination of residential tenancies without specific duration from 15 days' notice (as required by the Act) to a longer duration. The Attorney General opined that local governments may enact local legislation extending the notice requirements for the termination of a tenancy without a specific duration to supplement the provisions in Section 83.57, Florida Statutes. In reaching its opinion, the Attorney General reasoned that the Act does not contain any express preemption, local governments have broad home rule powers, an ordinance extending the notice of

termination requirement would be supplemental to the Act, and landlords could comply with said ordinance without violating the Act. Therefore, it was the Attorney General's opinion that a local government ordinance extending the termination notice requirements for certain tenancies would not be inconsistent with general law.

The Act does not expressly preempt the field of residential landlord and tenant relationships to the state, so it is unlikely that a court would find the Proposed Ordinance inconsistent with general law due to express preemption. Further, it is unlikely that the Act impliedly preempts the particular area of notification requirements for increases to rental rates because the Act does not contain any regulations related to said notifications, so it is also unlikely that a court would find the Proposed Ordinance inconsistent with general law due to an implied preemption of this particular notice area. Additionally, it is unlikely that the Act impliedly preempts the entire field of residential landlord and tenant relationships to the state. While the Act does set forth rights and duties of residential landlords and tenants, it is not the only legislation that regulates the field. For example, Miami-Dade County, City of Miami, and City of Miami Beach have all extended the length of the notice required for landlords to terminate residential tenancies without a specific duration in which the rent is payable on a monthly basis from 15 days' notice (as required by the Act) to 30 or 60 days. See Miami-Dade County Code § 17-03; City of Miami Code § 47-1; City of Miami Beach Code § 58-386; and Fla. Stat. § 83.57(3). Thus, it is unlikely that the Act is "so pervasive" as to evidence the state's intent to occupy the field of residential landlord and tenant relations when several other local governments in the state have passed laws regulating the field.

In extending the aforementioned termination notice requirements, Miami-Dade County, City of Miami, and City of Miami Beach relied on AGO 94-41. The Attorney General did not find that the Act impliedly preempts local governments from regulating within the field of residential landlords and tenants. Instead, the Attorney General's Office found the opposite when it opined that the City of Miami Beach could enact local legislation extending the notice requirements. While opinions from the Attorney General's Office are not binding on the courts, they can be persuasive. Thus, it is unlikely that a court will find that the Proposed Ordinance is impliedly preempted or that the Act impliedly preempts the field of residential landlord and tenant law to the state because local governments have a history of imposing additional regulations on residential landlords and tenants supplemental to those set forth in the Act and in accordance with an opinion from the Attorney General's Office.

Further, the Act does not provide specific notification requirements for landlords seeking to increase rental rates. Therefore, it is unlikely that the Proposed Ordinance would conflict with the Act since it would not require a residential landlord to violate the Act in order to comply with the Proposed Ordinance. See *Jordan Chapel Freewill Baptist Church v. Dade County*, 334 So. 2d 661, 664 (Fla. 3d DCA 1976) (ruling that legislative provisions are in conflict if, in order to comply with one provision, a violation of the other is required). Instead, the Proposed Ordinance could likely exist in concurrence with the Act. See *id.* at 664-65. Thus, it is unlikely that a court will find that the Proposed Ordinance is inconsistent with general law due to a direct conflict with the Act.

There are no apparent requirements for the County to satisfy any specific criteria or make any specific findings before adopting the Proposed Ordinance beyond those recitations and findings the County generally makes as a matter of practice when

adopting ordinances.

Additionally, other local governments in Florida have taken actions to require landlords to give tenants written notice prior to increasing the rental rate. On March 15, 2022, Miami-Dade County adopted Ordinance No. 22-30 requiring residential landlords that propose to increase the rental rate by more than five percent to provide 60 days written fair notice to the tenant. On February 24, 2022, the City of Tampa passed a motion directing staff to develop an ordinance that would require landlords to give six months' notice before raising rents and to present the ordinance to the City Council on April 21, 2022. Similarly, Orange County can likely adopt an ordinance that requires residential landlords to provide tenants with sixty (60) days' written notice before the landlord increases the rental rate by more than five-percent (5%).

On the other hand, a person could challenge the Proposed Ordinance in court and argue that the Act impliedly preempts the field of residential landlord and tenant law to the state and therefore prohibits the County from requiring residential landlords to provide tenants with written notice of rental increases. The Act provides wide-ranging requirements on residential leases and the rights and obligations of each party to those leases. As a matter of public policy, a court could find that it would be beneficial to have a consistent set of rules throughout the state to which landlords and tenants are required to abide. Moreover, the Proposed Ordinance seeks to establish a wholly new regulation (notice of increased rents) whereas the ordinances passed by Miami-Dade County, City of Miami, and City of Miami Beach pursuant to AGO 94-41 merely supplemented regulations that already existed in the Act (notice of termination). A court could find that a local government is permitted to supplement regulations already contained in the Act, but impliedly preempted by the state from creating new regulations related to residential landlords and tenants. Thus, a court could find that the Proposed Ordinance is inconsistent with the Act due to the Act being so pervasive as to evidence the state's intent to impliedly preempted the field of residential landlord and tenant relations to the state.

Conclusion:

In summary, the Statute's provisions requiring findings of "a housing emergency so grave as to constitute a serious menace to the general public" and "luxury apartment building" have not been interpreted by the courts. Thus, it is unclear how either provision will be interpreted or applied today. However, past federal and state court opinions on housing emergencies and rental controls indicate that findings of an increased cost of living or inflationary spiral alone are not sufficient to establish a housing emergency. Instead, the Board would likely need findings of a housing shortage, rising rents, increased demand, etc. **and** findings describing the impact of these conditions on the general public's health, safety, and welfare in order to meet the Statute's requirements. Further, the Board would likely need findings to establish that its rent control ordinance is necessary to eliminate the grave housing emergency. In the event of a legal challenge, the County will likely have the burden of proving the aforementioned findings.

There is no apparent record of any local governments in Florida imposing rent controls pursuant to the Statute. However, Miami-Dade County is scheduled to consider a resolution on April 5, 2022 directing the Mayor or designee to conduct a study to determine if a housing emergency currently exists in Miami-Dade County that is so

grave as to constitute a serious menace to the general public and that stabilizing rents to remain affordable is necessary and proper to eliminate such grave housing emergency.

Finally, the County can likely adopt an ordinance that requires residential landlords to provide tenants with sixty (60) days' written notice before the landlord increases the rental rate by more than five-percent (5%). There are no apparent requirements for the County to satisfy any specific criteria or make any specific findings before adopting the Proposed Ordinance beyond those recitations and findings generally made as a matter of practice. On March 15, 2022, Miami-Dade County adopted Ordinance No. 22-30 requiring residential landlords that propose to increase the rental rate by more than five percent to provide 60 days written fair notice to the tenant. On February 24, 2022, the City of Tampa passed a motion directing staff to develop an ordinance that would require landlords to give six months' notice before raising rents and to present the ordinance to the City Council on April 21, 2022. However, a person could argue that the Act impliedly preempts the County from adopting the Proposed Ordinance.

c.: Byron W. Brooks, AICP, County Administrator

BCC Mtg. Date: August 9, 2022

Effective Date: August 12, 2022; except
Section 2 which shall take effect only
if and when approved by a majority of
the voters voting in the referendum
called by the Board of County
Commissioners of Orange County,
Florida in Section 3 to be held on
November 8, 2022

ORDINANCE NO. 2022-29

AN ORDINANCE RELATED TO RENT STABILIZATION IN ORANGE COUNTY; ENACTING A NEW ARTICLE XIII, DIVISION 2 OF THE ORANGE COUNTY CODE OF ORDINANCES (“CODE”), SECTION 25-380 THROUGH SECTION 25-449; PROVIDING A SHORT TITLE AND LEGISLATIVE FINDINGS AND PURPOSE; LIMITING RENT INCREASES FOR CERTAIN RENTAL UNITS IN MULTIFAMILY STRUCTURES FOR A PERIOD OF ONE (1) YEAR; REQUIRING CERTAIN RESIDENTIAL LANDLORDS TO SUBMIT A RENTAL UNIT REGISTRATION STATEMENT; PROVIDING PENALTIES FOR VIOLATION; CALLING FOR A REFERENDUM; PROVIDING BALLOT LANGUAGE; REQUIRING PUBLIC NOTICE OF SUCH REFERENDUM; PROVIDING THAT THE RENT STABILIZATION ORDINANCE WILL TAKE EFFECT ONLY UPON APPROVAL BY THE ELECTORATE; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, there are approximately 584,000 total housing units in Orange County of which 230,000 are occupied by renters, and according to the 2020 census, Orange County has seen an approximate 25% increase in population since 2010—from approximately 1.15 million people to approximately 1.43 million people; and

WHEREAS, there is a shortage of dwelling houses and apartments in Orange County, Florida needed to house the current and growing population; and

WHEREAS, because of the current shortage of housing, the vacancy rate for housing is low; and

WHEREAS, tenants displaced as a result of their inability to pay increasing rents must relocate, but are unable to find decent, safe, and sanitary housing at affordable rent levels; and

WHEREAS, some tenants attempt to pay the requested rent increases, but as a consequence must expend less on other necessities of life; and

WHEREAS, this situation has had a detrimental effect on a substantial number of renters in Orange County creating hardships on senior citizens, persons on fixed incomes, and low and moderate-income households; and

WHEREAS, a housing emergency so grave as to constitute a serious menace to the general public exists in fact in Orange County; and

WHEREAS, it is necessary and proper to regulate rents to eliminate such grave housing emergency.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF ORANGE COUNTY, FLORIDA:

Section 1. Recitals. The recitals set forth above are hereby adopted and incorporated into the body of this ordinance as if fully set forth herein.

Section 2. Enactment of New Chapter 25, Article XIII, Division 2. A new Rent Stabilization Ordinance, to be codified at Chapter 25, Article XIII, Division 2 of the Code, Section 25-380 through Section 25-449, is hereby enacted to read as follows:

**CHAPTER 25. LICENSES, TAXATION AND
MISCELLANEOUS BUSINESS REGULATIONS**

* * *

ARTICLE XIII. RESIDENTIAL TENANCIES

* * *

DIVISION 2. RENT STABILIZATION

Section 25-380. Short Title and Scope.

This division shall be known and may be cited to as the “Rent Stabilization Ordinance.” The Rent Stabilization Ordinance shall be effective in both the incorporated and unincorporated areas within Orange County, except that this ordinance will not be effective within those incorporated areas that have enacted a duly adopted ordinance exempting such incorporated area from this ordinance.

Section 25-381. Legislative Findings and Purpose.

(a) Section 125.0103, Florida Statutes (the “Statute”), provides that ordinances which would have the effect of imposing controls on rents may be adopted when it is found and determined that such controls are necessary and proper to eliminate an existing

housing emergency which is so grave as to constitute a serious menace to the general public; and

- (b) The Statute authorizes a county to duly adopt an ordinance which would have the effect of imposing controls on rents when the governing body makes and recites in such ordinance its findings establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency; and
- (c) There is a shortage, scarcity, and insufficient supply of dwelling houses and apartments in Orange County, Florida. Relative to population, national production of housing units has declined from approximately 0.82 homes per person in the 1970s to approximately 0.45 homes per person in 2019. In Orange County, there is a shortage of as many as 26,500 housing units relative to the County's need; and
- (d) According to the 2020 census, Orange County has seen an approximate 25% increase in population since 2010—from approximately 1.15 million people to approximately 1.43 million people; and
- (e) There are approximately 584,000 total housing units in Orange County, of which 230,000 are occupied by renters; and
- (f) The shortage of housing is further evidenced by the low vacancy rate for rental properties in Orange County which reached 5.2% in 2021—the lowest on record since at least the year 2000; and
- (g) Inflation, housing prices, and rental rates in Orange County are increasing, accelerating, and spiraling. The Consumer Price Index for All Urban Consumers in the South was 9.2% from May 2021 to May 2022. The median existing home sales price in Orange County was \$275,000 in May 2020 and \$392,500 in May 2022, which represents a 43% increase. Asking rent per unit in the County was \$1,357 in 2020 and \$1,697 in 2021 which represents a 25% year-over-year increase—the highest increase since 2006 when it was 6.7%; and
- (h) The housing conditions have resulted in widespread distress among Orange County residents. It is estimated that 80.3% of households earning at or below the Average Median Income (AMI) in Orange County are considered “cost burdened” which

the U.S. Department of Housing and Urban Development defines to include households who pay more than thirty-percent (30%) of their income for housing and may have difficulty affording necessities such as food, clothing, transportation, and medical care; and

- (i) The widespread distress in housing conditions is further evidenced as Orange County residents were awarded more funds from the State of Florida's Emergency Rental Assistance Program 1 ("Emergency Program") than any other county in the state. The Emergency Program has since ended while the County's housing conditions continue to worsen; and
- (j) Orange County was in a housing crisis prior to the COVID-19 pandemic. In May 2018, Central Florida's interjurisdictional Regional Affordable Housing Initiative said, "National and regional home prices and rents are pushing well above historic limits when compared to income and affordability. The situation has passed the point of concern and is now a crisis." The housing crisis has worsened since the COVID-19 pandemic; and
- (k) Tenancies are being terminated and eviction rates are increasing. For the first half of 2022, there have been 6,970 eviction case filings, which is a 70.1% increase over the same period in 2021; and
- (l) The findings made and recited in this ordinance establish the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public; and
- (m) The Orange County Board of County Commissioners finds that this grave housing emergency cannot be dealt with effectively by the ordinary operations of the private rental housing market. In jurisdictions in Florida comparable to Orange County that do not have rent stabilization measures in place, rent increases continue to spiral. For example, in Hillsborough County, Duval County, and Broward County, the year-over-year asking rent has increased by over 20%; and
- (n) Jurisdictions with rent stabilization measures in effect and otherwise comparable to Orange County have been successful in protecting tenants by establishing limits on rent increases while still providing landlords with a fair and reasonable return on their investment. For example, in California, Alameda County and Sacramento County contain rent control measures

and have limited their year-over-year asking rent increases to approximately 5%-10% despite low vacancy rates; and

- (o) The Board finds that a rent stabilization measure is necessary and proper to eliminate the County's housing emergency which is so grave as to constitute a serious menace to the general public.

The purpose of this Rent Stabilization Ordinance is to provide stability and certainty for tenants in the rental market, as necessary and proper to eliminate the grave housing emergency, while also providing landlords with the opportunity to receive a fair and reasonable return on their investment.

Section 25-382. Authority.

Pursuant to Section 125.0103, Florida Statutes, the Orange County Board of County Commissioners is authorized to adopt this necessary and proper Rent Stabilization Ordinance to eliminate the existing housing emergency which is so grave as to constitute a serious menace to the general public.

Section 25-383. Definitions.

For the purposes of this Rent Stabilization Ordinance, the following definitions shall apply:

- (a) *Board* or *BCC* shall mean the Board of County Commissioners of Orange County, Florida.
- (b) *Change of occupancy* shall mean a change in the occupation of the rental unit from one tenant to another tenant.
- (c) *Consumer Price Index* or *CPI* shall mean the most recent 12-month average percentage change in the Consumer Price Index for All Urban Consumers, South Region (All Items), as published by the Bureau of Labor Statistics of the United States Department of Labor, which, by way of example, was 9.8% from June 2021 to June 2022.
- (d) *County* shall mean Orange County, Florida.
- (e) *Department* shall mean Orange County's Planning, Environmental and Development Services Department (or such successor division or department designated by the County).

- (f) *Dwelling unit* shall mean:
- (1) A structure or part of a structure that is rented for use as a home, residence, or sleeping place by one person or by two or more persons who maintain a common household.
 - (2) A mobile home rented by a tenant.
 - (3) A structure or part of a structure that is furnished, with or without rent, as an incident of employment for use as a home, residence, or sleeping place by one or more persons.
- (g) *Grave housing emergency* shall mean the housing emergency so grave as to constitute a serious menace to the general public as found to exist in the County by the Board as recited in this Rent Stabilization Ordinance in accordance with Section 125.0103, Florida Statutes.
- (h) *Housing services* shall include, but are not limited to, maintaining roofs, windows, doors, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting normal forces and loads, and maintaining the plumbing in reasonable working condition, and ensuring that screens are installed in a reasonable condition, and any other benefit, privilege, or facility connected with the use or occupancy of any rental unit pursuant to applicable state and local law, building, housing, and health codes, and rental agreements, and, by way of example, mail, vehicle parking spaces, storage, and use of common areas and/or recreational facilities and all other amenities held out for use by tenants.
- (i) *Landlord* shall mean the owner or lessor of a residential rental unit.
- (j) *Ordinance* shall mean the Rent Stabilization Ordinance.
- (k) *Rent* shall mean the periodic payments due the landlord from the tenant for occupancy under a rental agreement and any other payments due the landlord from the tenant as may be designated as rent in a written rental agreement. Rent shall include fees required by the landlord for a tenant's access to and use of mandatory housing services. Rent does not include user fees for housing services that may be utilized at the option of the tenant or utility charges for those rental units that are billed separately.

- (l) *Rental Agreement* shall mean any written agreement, including amendments or addenda, or oral agreement for a duration of less than 1 year, providing for use and occupancy of premises.
- (m) *Residential rental unit* or *rental unit* shall mean any dwelling unit, or portion of a dwelling unit, that is located in a multifamily structure containing a total of four (4) or more dwelling units that are rented or otherwise made available for rent for residential use or occupancy, together with all housing services connected with the use or occupancy of such property.
- (n) *State* shall mean the State of Florida.
- (o) *Tenancy* shall mean the right of entitlement of a tenant to use or occupy a residential rental unit under the terms of a rental agreement.
- (p) *Tenant* shall mean any person entitled to occupy a residential rental unit under a rental agreement.

Section 25-384. Limitations on rent increases.

- (a) No landlord shall demand, charge, or accept from a tenant a rent increase for a residential rental unit more than once in a 12-month period.
- (b) No landlord shall demand, charge, or accept from a tenant a rent increase that is in excess of the existing rent multiplied by the Consumer Price Index for any residential rental unit except as otherwise allowed under section 25-388 of this ordinance.

Section 25-385. Minimum housing services.

No landlord shall refuse to provide any housing services that were agreed upon by the landlord and tenant as of this ordinance's effective date.

Section 25-386. Vacancy.

This ordinance's limitations on rent increases shall apply regardless of change of occupancy in a residential rental unit except as otherwise allowed under section 25-388 of this ordinance.

Section 25-387. Rental unit registration statement.

- (a) At the Department's request, a landlord shall submit a registration statement to the Department with information related to the landlord's residential rental units to ensure compliance with this ordinance. The landlord shall submit the registration statement within a timeframe specified by the Department and on forms approved by the Department.
- (b) The Department may require a landlord to submit the following information as part of the registration statement required by this section:
 - (1) Current and previous rental amounts charged for one or more residential rental units, and the date of the last rent increase for said rental unit(s);
 - (2) The name, address, and telephone number of the landlord for each applicable residential rental unit(s);
 - (3) The name and mailing address of applicable tenants or rental units including any building or unit identification number or other description, as applicable;
 - (4) A description of the housing services provided by the landlord to each applicable tenant or for each applicable rental unit;
 - (5) Move-in and vacancy dates for each applicable tenant or applicable rental unit; and
 - (6) Any other relevant information requested by the Department which may include, but is not limited to, rental agreements and other supporting documentation evidencing the accuracy of the information contained in the landlord's registration statement.
- (c) Landlords shall retain copies of all rental agreements and other supporting documentation necessary to comply with this section for a minimum period of two (2) years.
- (d) Landlords shall submit corrections to a registration statement to the Department within ten (10) days of discovering any errors in the information contained in the registration statement.

- (e) Failure to submit a complete, timely, and accurate registration statement, or corrections to a registration statement, in accordance with this section shall be considered a violation of this ordinance and subject to the penalties contained in section 25-390 of this ordinance.

Section 25-388. *Fair and reasonable return on investment.*

- (a) The Board shall adopt a resolution with rules establishing a process by which landlords can request exceptions to the limitations on rent increases based on the opportunity to receive a fair and reasonable return on investment. Rationale for deviations from the limitation on rent increases must consider the following factors:
 - (1) Increases or decreases in property taxes;
 - (2) Unavoidable increases or any decreases in maintenance and operating expenses;
 - (3) The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) where such capital improvements are necessary to bring the property into compliance or maintain compliance with applicable building, housing, or health codes, and where such capital improvement costs are properly amortized over the life of the improvement;
 - (4) Increases or decreases in the number of tenants occupying the rental unit, living space, furniture, furnishings, equipment, or other housing services provided, or occupancy rules;
 - (5) Substantial deterioration of the rental unit other than as a result of normal wear and tear;
 - (6) Inability of the landlord to provide adequate housing services, or to comply substantially with applicable state and local laws, building, housing, or health codes, or the rental agreement; and
 - (7) The pattern of recent rent increases or decreases.

- (b) It is the intent of this ordinance that exceptions to the limitations on rent increases be made only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair and reasonable return on investment.
- (c) The County will not grant an exception to the limitations on rent increases for any residential rental unit where the landlord has failed to bring the rental unit into compliance with applicable state and local laws and building, housing, and health codes.

Section 25-389. Exemptions.

This Rent Stabilization Ordinance shall not apply to any residential rental units expressly exempt pursuant to any provision of state or federal law, and such units shall be exempt from the provisions of this ordinance. The following units are also specifically exempt from this ordinance:

- (a) Rental units used or offered for residential purposes as a seasonal or tourist unit pursuant to Section 125.0103(4), Florida Statutes, which include units located in a hotel, motel, or other similar establishment where units are rented primarily to transient guests;
- (b) Units used or offered for residential purposes as a second housing unit pursuant to Section 125.0103(4), Florida Statutes, which include accessory dwelling units;
- (c) Rentals units located in a luxury apartment building pursuant to Section 125.0103(4), Florida Statutes, which, for the purposes of this section, shall mean one wherein on January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250;
- (d) Dwelling units located in a single-family home, townhome, condominium, or mobile home, and mobile home lot rents as preempted by Chapter 723, Florida Statutes;
- (e) Rental units that a governmental agency or authority owns, operates, or otherwise manages;
- (f) Dwelling units located in a cooperative apartment occupied by a holder of a proprietary lease;

- (g) Dwelling units located in a disability facility, hospital, nursing home, assisted care community, or other health care facility licensed under Chapter 393, 395, 400, or 429, Florida Statutes;
- (h) Rental units for which the landlord receives federal, state, or local housing subsidies including, but not limited to, federal housing assistance vouchers issued under Section 8 of the United States Housing Act of 1937 (42 U.S.C. Sec. 1437f);
- (i) Rental units that are currently under rent control by virtue of local, state or federal housing subsidy; and
- (j) New rental units that have received a Certificate of Occupancy on or after the effective date of this ordinance.

Section 25-390. Enforcement, penalties, and prohibitions.

(a) *Enforcement.* This ordinance may be enforced by code enforcement officers, including county and municipal code enforcement officers, and any law enforcement agency having jurisdiction of the area within which the rental unit at issue is located pursuant to Section 125.69 and Chapter 162, Florida Statutes, or any applicable municipal code enforcement provision.

(b) *Penalties for violation.*

(1) Violations of this ordinance may be prosecuted in the same manner as misdemeanors and result in a fine not to exceed five hundred dollars (\$500.00) or by imprisonment in the county jail for a term not exceeding sixty (60) days, or by both such fine and imprisonment, in accordance with Section 125.69, Florida Statutes, and Section 1-9 of the Orange County Code.

(2) Notwithstanding any other provision of this ordinance, the county may impose civil fines through its code enforcement board or special magistrate or issue civil citations through its code enforcement citation program for violations of this ordinance. Such fines or citations shall be enforced in amounts as provided for and authorized by Chapter 162, Florida Statutes, and Chapter 11, Orange County Code.

i. Fines imposed by the code enforcement board or special magistrate may be for amounts not to exceed one

thousand dollars (\$1,000) per day for a first violation and five thousand dollars (\$5,000) per day for a repeat violation. However, if the code enforcement board or special magistrate finds a violation to be irreparable or irreversible in nature, it may impose a fine not to exceed fifteen thousand dollars (\$15,000) per violation.

- ii. Citations issued pursuant to the county's code enforcement citation program for violations of this ordinance shall be classified as a Class III violation and subject to a fine as provided in Section 11-67 of the Orange County Code.

(c) *Private right of action.*

- (1) Any tenant aggrieved by a landlord's noncompliance with this ordinance may seek relief in a court of competent jurisdiction provided that such action is filed within two (2) years of the alleged violation.
- (2) In a private civil action filed under this ordinance, the court may issue an order prohibiting the unlawful practice and providing affirmative relief from the effects of the practice, including equitable relief, temporary restraining order, actual and punitive damages, reasonable attorney's fees, interest, costs, or other relief, upon a finding that a violation of this ordinance has occurred or is about to occur.

- (d) *Prohibition of waiver.* Any lease provision which waives or purports to waive any right, benefit, or entitlement created in this ordinance shall be deemed void and of no lawful force or effect.

Sections 25-391 – 25-449. Reserved.

Section 3. Referendum Called. A referendum election is hereby called and ordered to be held in Orange County at the time of the next general election to be held on November 8, 2022, to determine whether the Rent Stabilization Ordinance is approved by the voters.

Section 4. Notice of Referendum. Pursuant to Section 100.342, Florida Statutes, a Notice of Referendum shall be published twice in the *Orlando Sentinel*, a newspaper of general

circulation in the County. The publications shall occur once in the fifth week and once in the third week prior to the week which includes November 8, 2022.

Section 5. Official Ballot. Ballots to be used in the referendum shall contain a statement of the description of the proposed issue in substantially the following form:

Rent Stabilization Ordinance to
Limit Rent Increase for Certain
Residential Rental Units

Shall the Orange County Rent Stabilization Ordinance, which limits rent increases for certain residential rental units in multifamily structures to the average annual increase in the Consumer Price Index, and requires the County to create a process for landlords to request an exception to the limitation on the rent increase based on an opportunity to receive a fair and reasonable return on investment, be approved for a period of one year?

Section 6. Spanish Translation. The above ballot question shall additionally appear on the ballot in Spanish and the County Attorney and Supervisor of Elections are requested to authorize, and directed to prepare, an accurate Spanish translation to be included on the ballot.

Section 7. Payment of Referendum Expenses. The Board authorizes the payment of lawful expenses associated with conducting the referendum, as well as the cost of providing information as permitted by Section 106.113, Florida Statutes. The Orange County Comptroller is hereby authorized and directed to disburse the funds necessary to pay such expenses.

Section 8. Repeal of Laws in Conflict. All local laws and ordinances in conflict with any provision of this ordinance are hereby repealed to the extent of such conflict.

Section 9. Severability. If any section, subsection, sentence, clause, or provision of this ordinance or the application thereof to any person or circumstance is held invalid for any reason, the invalidity shall not affect any other provision or application of this ordinance, and to this end the provisions of this ordinance are declared severable.

Section 10. Effective Date. This ordinance shall take effect pursuant to general law. However, Section 2 of this ordinance, Rent Stabilization Ordinance, shall take effect only if and when approved by a majority of the voters voting in the referendum called by the Board of County Commissioners of Orange County, Florida in Section 3 of this ordinance. In accordance with Section 125.0103(3), Florida Statutes, the Rent Stabilization Ordinance approved pursuant to this ordinance shall terminate and expire one (1) year after this ordinance's effective date and shall not be extended or renewed except by the adoption of a new ordinance meeting all the requirements of Florida Statutes.

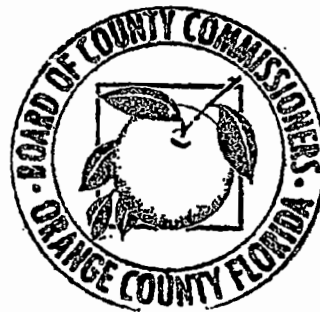
ADOPTED THIS 9th DAY OF August, 2022.

ORANGE COUNTY, FLORIDA
By: Board of County Commissioners

By: Jerry L. Demings
for Jerry L. Demings
Orange County Mayor

ATTEST: Phil Diamond, CPA, County Comptroller
As Clerk of the Board of County Commissioners

By: Katie Smith
Deputy Clerk



**IN THE CIRCUIT COURT FOR THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA**

FLORIDA ASSOCIATION OF REALTORS,
a not-for-profit corporation d/b/a
FLORIDA REALTORS; and
FLORIDA APARTMENT ASSOCIATION,
INC., a not-for-profit corporation,

Plaintiffs,

v.

Case No:

Division:

ORANGE COUNTY, FLORIDA, and
BILL COWLES, in his official capacity
as Orange County Supervisor of Elections,

Defendants.

**COMPLAINT FOR DECLARATORY AND INJUNCTIVE RELIEF
AND FOR WRIT OF QUO WARRANTO**

Plaintiffs Florida Association of Realtors, a not-for-profit corporation d/b/a Florida Realtors (“Florida Realtors”) and Florida Apartment Association, Inc. (“FAA”), a not-for-profit corporation, file this complaint challenging the validity of Orange County Ordinance 2022-29 (the “Rent-Control Ordinance” or “Ordinance”) against Defendants Orange County and Bill Cowles, in his official capacity as Orange County Supervisor of Elections.

Nature of the Action

Under Florida law, local governments are generally prohibited from adopting ordinances that would have the effect of imposing rent control. § 125.0103(2), Fla. Stat. A narrow statutory exception authorizes limited rent-control ordinances only upon approval of both the local governing body and the voters, and only where “necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.” *Id.*

In any court action challenging the validity of a rent control ordinance, the burden of proof rests upon the party seeking to have the measure upheld. § 125.0103(6), Fla. Stat.

The Rent-Control Ordinance fails to satisfy this stringent legal standard and therefore violates both section 125.0103 of the Florida Statutes, and Article VIII, section 1(g), of the Florida Constitution. This Court should declare the Ordinance invalid and enjoin its operation.

Jurisdiction, Parties, and Venue

1. This Court has jurisdiction over this matter under article V, section 5(b) of the Florida Constitution and section 26.012 of the Florida Statutes. Venue is proper in Orange County under section 47.011 of the Florida Statutes. Plaintiffs' action for declaratory and injunctive relief is authorized under sections 86.011 and 26.012(3) of the Florida Statutes. This Court has the power to issue writs of quo warranto under article V, section 5(b) of the Florida Constitution.

2. Plaintiff Florida Realtors is a 501(c)(6) trade association headquartered in Orlando whose 225,000 members include residential and commercial agents and brokers, appraisers, real estate counselors, property managers, and other real estate specialists. The mission of Florida Realtors is to support the American dream of homeownership, build strong communities and shape public policy on real property issues. To achieve its goals, Florida Realtors engages in extensive education and advocacy efforts both directly through its staff and in alliance with its local and regional Realtor associations and boards on issues affecting the real estate community and property owners in Florida. Orange County's adoption of the Rent-Control Ordinance has required Florida Realtors to divert its time, staff, and other resources and focus away from its other policy priorities toward efforts to educate and respond to concerns from its members confronted with the adoption of an invalid rent-control measure. Florida Realtors also

brings these claims on behalf of its members, a substantial number of whom will be adversely affected by the Rent-Control Ordinance. The relief requested in this lawsuit—declaratory and injunctive relief and a writ of quo warranto—is of a type appropriate for a trade association to receive on behalf of its members.

3. Plaintiff Florida Apartment Association, Inc. is a 501(c)(6) trade association headquartered in Orlando. The mission of FAA is to represent and advocate the interests of the Florida multifamily rental housing industry. FAA represents a diverse array of apartment property types, amounting to nearly three-quarters of all apartment communities in Florida. To achieve its goals, FAA engages in legislative monitoring and advocacy efforts at the state and local level both directly through its staff and in alliance with its local affiliates on issues impacting the multifamily rental housing industry. Orange County’s adoption of the Rent-Control Ordinance has required FAA to divert its time, staff, and other resources and focus away from its other policy priorities toward efforts to address the adoption of an invalid rent-control measure. FAA also brings these claims on behalf of its members, a substantial number of whom will be adversely affected by the Rent-Control Ordinance. The relief requested in this lawsuit—declaratory and injunctive relief and a writ of quo warranto—is of a type appropriate for a trade association to receive on behalf of its members.

4. Defendant Orange County is a political subdivision of the State of Florida and a charter county governed by a seven-member Board of County Commissioners. Art. VIII, § 1, Fla. Const.; § 7.48, Fla. Stat. The Orange County Board of County Commissioners has the power to enact county ordinances “not inconsistent with general law.” Art. VIII, § 1(g), Fla. Const.

5. Defendant Bill Cowles is the Supervisor of Elections for Orange County and is named as a defendant in his official capacity. Supervisor Cowles is responsible for preparing the

ballots for, and otherwise administering, the referendum election on the Rent-Control Ordinance called for November 2022.

6. All conditions precedent to the filing of this action have been performed or waived.

Common Factual Allegations

A. Statutory Restrictions on Rent Control

7. For more than four decades, Florida law has imposed significant restrictions on the authority of local governments to adopt ordinances that would have the effect of imposing rent control. Under section 125.0103(2) of the Florida Statutes, “No law, ordinance, rule, or other measure which would have the effect of imposing controls on rents shall be adopted or maintained in effect except as provided herein and unless it is found and determined, as hereinafter provided, that such controls are necessary and proper to eliminate an existing housing emergency which is so grave as to constitute a serious menace to the general public.”

8. Florida law entirely exempts certain categories of rental properties from the application of any rent-control ordinance. No rent controls may be imposed on rents for:

- any accommodation used or offered for residential purposes as a seasonal or tourist unit;
- any accommodation used or offered for residential purposes as a second housing unit; or
- dwelling units located in “luxury apartment buildings,” defined as buildings “wherein on January 1, 1977, the aggregate rent due on a monthly basis from all dwelling units as stated in leases or rent lists existing on that date divided by the number of dwelling units exceeds \$250.”

§ 125.0103(4), Fla. Stat.

9. A local government seeking to adopt a rent-control ordinance must secure two separate approvals. First, the measure must be “duly adopted by the governing body of such entity of local government, after notice and public hearing, in accordance with all applicable

provisions of the Florida and United States Constitutions, the charter or charters governing such entity of local government, this section, and any other applicable laws.” § 125.0103(5)(a), Fla. Stat. Second, the measure must be “approved by the voters” at a referendum election. § 125.0103(5)(c), Fla. Stat.

10. All rent-control ordinances must be time-limited. They “shall terminate and expire within 1 year” and “shall not be extended or renewed except by the adoption of a new measure meeting all the requirements” required for the original adoption of the rent-control ordinance. § 125.0103(3), Fla. Stat.

11. Finally, rent control is authorized only where the governing body of the local government makes and recites findings “establishing the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.” § 125.0103(5)(b), Fla. Stat. The local government’s findings and recitations adopted in the ordinance are not accorded any presumptive evidentiary effect. *Id.*

12. In any court action brought to challenge the validity of rent control adopted under section 125.0103, the party seeking to have the measure upheld bears the ultimate burden to prove: 1) the “existence in fact” of a “grave housing emergency” constituting a “serious menace to the general public”; and 2) that the rent-control ordinance is “necessary and proper to eliminate such grave housing emergency.” § 125.0103(6), Fla. Stat.

B. Orange County’s Adoption of the Rent-Control Ordinance

1. County Attorney’s Memorandum Addresses Statutory Restrictions on Rent-Control and Applicable Precedents.

13. On March 8, 2022, Orange County Commissioner Emily Bonilla submitted a memorandum and report to the Orange County Mayor and County Commissioners regarding a

proposed rent-control ordinance to be discussed at the Board’s meeting on April 5, 2022. At the request of Mayor Jerry Demings, and in preparation for the Board’s discussion, the County Attorney for Orange County prepared a memorandum addressing Florida’s statutory restrictions on rent-control measures and relevant judicial precedents. A copy of the County Attorney’s Memorandum is attached as Exhibit A.

14. The County Attorney’s Memorandum identified the conditions and restrictions imposed on local governments that seek to adopt rent-control measures under the “grave housing emergency” exception. Exh. A at 3. In addition to discussing the procedural restrictions, the County Attorney’s Memorandum analyzed the statutory term “grave housing emergency” and traced its origin to the United States Supreme Court’s decision in *Edgar A. Levy Leasing Co. v. Siegel*, 258 U.S. 242 (1922). Exh. A at 4-5.

15. The County Attorney’s Memorandum also examined the history of litigation in Florida over the City of Miami Beach’s attempts to impose rent control in the 1960s and 1970s—actions that immediately preceded the adoption of section 125.0103. Exh. A at 5-6.

16. Based upon a review of these authorities, the County Attorney’s Memorandum concluded that it was “unlikely that a shortage of housing, increase in the cost of living, or an inflationary spiral alone are enough to establish ‘a housing emergency so grave as to constitute a serious menace to the general public.’” Exh. A at 6-7. *See also id.* at 7 (quoting Florida Supreme Court holding “emergency” is “narrowly defined”).

17. Instead, the County Attorney’s Memorandum stated that a rent-control ordinance in Orange County would “likely need to contain findings and recitations that are more similar to the *Levy* case”:

That there was a very great shortage in dwelling house accommodations in the cities of the state to which the acts apply; that this condition was causing

widespread distress; that extortion in most oppressive forms was flagrant in rent profiteering; that, for the purpose of increasing rents, legal process was being abused and eviction was being resorted to as never before; and that unreasonable and extortionate increases of rent had frequently resulted in two or more families being obliged to occupy an apartment adequate only for one family, with a consequent overcrowding, which was resulting in insanitary conditions, disease, immorality, discomfort, and widespread social discontent.

Exh. A at 7 (quoting *Levy*, 258 U.S. at 246). Stated differently, the findings must establish both the “grave housing emergency” **and** “the effect that the emergency is having on the general public” such as “widespread distress, extortion, flagrant rent profiteering, abuse of the legal process, overcrowding resulting in insanitary conditions and disease, etc.” Exh. A at 7-8.

18. Not only would Orange County need to recite these findings in a rent-control ordinance, the County Attorney’s Memorandum advised that Orange County would need evidence to **prove** the existence in fact of a grave housing emergency in the event of a legal challenge. Exh. A at 8. Orange County would also need evidence to **prove** that its rent-control ordinance “is necessary and proper to eliminate said grave housing emergency.” *Id.*

19. Finally, the County Attorney’s Memorandum noted that there was “no apparent record of any local governments in Florida imposing rent controls pursuant to [section 125.0103] since the Statute went into effect on May 21, 1977. Exh. A at 9.

2. Orange County Retains Consultants to Evaluate Local Housing Conditions and Effectiveness of Rent-Control Measures.

20. Following discussion at a meeting on April 5, 2022, Orange County’s Board of County Commissioners instructed staff to retain a consultant to evaluate housing costs and the effectiveness of rent-control measures. Orange County retained a consulting group, The Community Solutions Group of GAI Consultants, Inc. (“GAI”) to evaluate and document local housing conditions to determine whether they rise to the level of an emergency, to estimate the number of units that could be affected by rent-control measures, and to comment on the likely

effectiveness of those measures if implemented. A copy of the Orange County Rent Stabilization Analysis produced by GAI in May 2022 (the “GAI Report”) is attached as Exhibit B.

21. The GAI Report ultimately concluded that the issues driving housing costs in Orange County were “deeply structural and a product of regional and national market influences, likely beyond the control of local regulation.” Exh. B at 3. The issues stemmed mostly from “inadequate housing production over years which a temporary rent ceiling would do little to correct.” *Id.* The GAI Report found that, rather than eliminating a grave housing emergency, rent-control measures consistent with section 125.0103 “may impede the objective of speeding overall housing deliveries as well as create a number of unintended consequences.” *Id.*

22. As to each of the GAI Report’s major findings on the specific issues evaluated, Orange County’s retained consultants reached conclusions inconsistent with the existence-in-fact of a grave housing emergency that would be eliminated by the adoption of a rent-control ordinance. *See* Exh. B at 4-5 (addressing market and social metrics as to evidence of an “emergency”); Exh. B at 5-6 (addressing whether proposed rent-control measures would eliminate the conditions associated with the source of the emergency); Exh. B at 6-7 (addressing likely consequences of rent control measures).

3. Orange County Adopts Rent-Control Ordinance Notwithstanding Statutory Restrictions and GAI Report’s Findings.

23. At a meeting on June 7, 2022, the Orange County Board of County Commissioners was presented with the findings of the GAI Report. Following lengthy discussion, the issue was tabled for further deliberation at a special session.

24. On June 23, 2022, the Board convened in special session and directed staff to begin drafting a rent-control ordinance. The Board reached consensus on the remaining issues

needed to create a full draft rent-control ordinance at a subsequent meeting held on July 26, 2022.

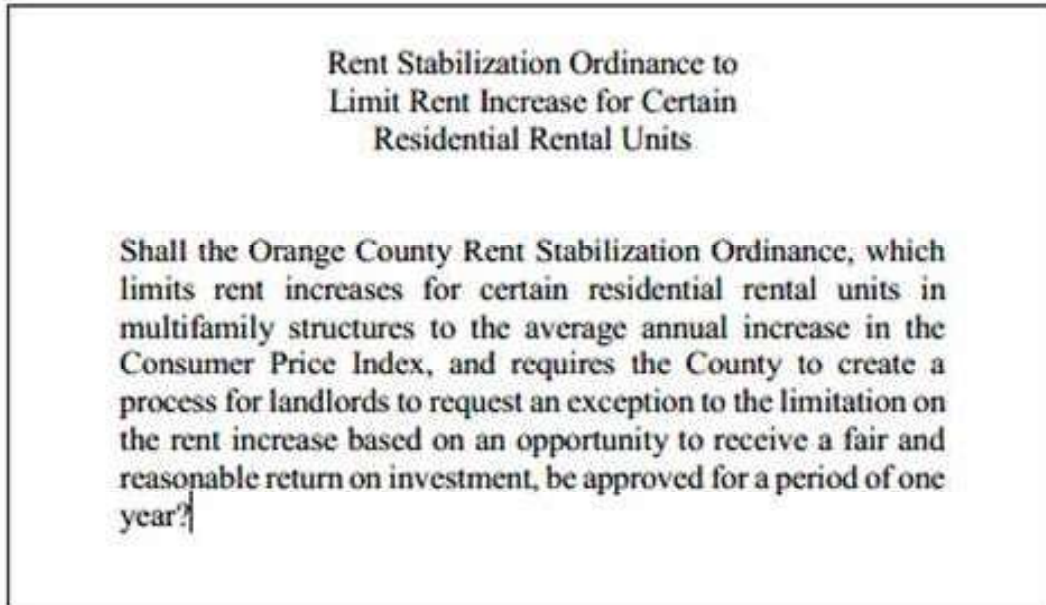
25. The Orange County Board of County Commissioners met again on August 9, 2022. By a margin of 4-3, the Board voted to adopt the Rent-Control Ordinance and to place a referendum on approval before the voters at the November 2022 General Election. A copy of the Rent-Control Ordinance is attached as Exhibit C.

26. The Rent-Control Ordinance has the “effect of imposing controls on rents.” § 125.0103(2), Fla. Stat. Specifically, the Ordinance provides that “[n]o landlord shall demand, charge, or accept from a tenant a rent increase for a residential rental unit more than once in a 12-month period.” Exh. C at 7 (Section 25-384(a)). The Ordinance also provides that “[n]o landlord shall demand, charge, or accept from any tenant a rent increase that is in excess of the existing rent multiplied by the Consumer Price Index for any residential rental unit except as otherwise allowed under Section 25-388 of this Ordinance.” Exh. C at 7 (Section 25-384(b)).

27. A landlord violating the Rent-Control Ordinance is subject to a variety of penalties, including civil citations and fines imposed by the County’s code enforcement board of up to \$15,000 per violation or \$5,000 per day and prosecution resulting in imprisonment in the county jail for a term of up to 60 days. Exh. C at 11 (Section 25-390). The Rent-Control Ordinance also creates a private right of action authorizing any tenant aggrieved by a landlord’s alleged noncompliance to file suit in a court of competent jurisdiction and to recover “actual and punitive damages, reasonable attorney’s fees, interest, costs, or other relief, upon a finding that a violation of this ordinance has occurred or is about to occur.” *Id.*

28. The Rent-Control Ordinance calls a referendum election to be held at the November 2022 General Election to determine whether the Ordinance will be approved by the

voters. Exh. C at 12. Ballots to be used in the referendum election must contain the following ballot statement:



29. The Rent-Control Ordinance includes two sets of findings purportedly establishing the existence-in-fact of a housing emergency in Orange County so grave as to constitute a serious menace to the general public, and that the Rent-Control Ordinance is necessary and proper to eliminate the grave housing emergency. The first set of findings are set out in a series of conclusory recitals that are incorporated by reference:

- WHEREAS, there are approximately 584,000 total housing units in Orange County of which 230,000 are occupied by renters, and according to the 2020 census, Orange County has seen an approximate 25% increase in population since 2010—from approximately 1.15 million people to approximately 1.43 million people; and
- WHEREAS, there is a shortage of dwelling houses and apartments in Orange County, Florida needed to house the current and growing population; and
- WHEREAS, because of the current shortage of housing, the vacancy rate for housing is low; and
- WHEREAS, tenants displaced as a result of their inability to pay increasing rents must relocate, but are unable to find decent, safe, and sanitary housing at affordable rent levels; and

- WHEREAS, some tenants attempt to pay the requested rent increases, but as a consequence must expend less on other necessities of life; and
- WHEREAS, this situation has had a detrimental effect on a substantial number of renters in Orange County creating hardships on senior citizens, persons on fixed incomes, and low and moderate-income households; and
- WHEREAS, a housing emergency so grave as to constitute a serious menace to the general public exists in fact in Orange County; and
- WHEREAS, it is necessary and proper to regulate rents to eliminate such grave housing emergency.

Exh. C at 1-2.

30. The second set of findings purportedly complying with section 125.0103(5)(b) are set out in Section 25-381 of the Rent-Control Ordinance, entitled “Legislative Findings and Purpose.” These findings include:

- There is a shortage, scarcity, and insufficient supply of dwelling houses and apartments in Orange County, Florida. Relative to population, national production of housing units has declined from approximately 0.82 homes per person in the 1970s to approximately 0.45 homes per person in 2019. In Orange County, there is a shortage of as many as 26,500 housing units relative to the County’s need; and
- According to the 2020 census, Orange County has seen an approximate 25% increase in population since 2010—from approximately 1.15 million people to approximately 1.43 million people; and
- There are approximately 584,000 total housing units in Orange County, of which 230,000 are occupied by renters; and
- The shortage of housing is further evidenced by the low vacancy rate for rental properties in Orange County which reached 5.2% in 2021—the lowest on record since at least the year 2000; and
- Inflation, housing prices, and rental rates in Orange County are increasing, accelerating, and spiraling. The Consumer Price Index for All Urban Consumers in the South was 9.2% from May 2021 to May 2022. The median existing home sales price in Orange County was \$275,000 in May 2020 and \$392,500 in May 2022, which represents a 43% increase. Asking rent per unit in the County was \$1,357 in 2020 and \$1,697 in 2021 which represents a 25% year-over-year increase—the highest increase since 2006 when it was 6.7%; and
- The housing conditions have resulted in widespread distress among Orange County

residents. It is estimated that 80.3% of households earning at or below the Average Median Income (AMI) in Orange County are considered “cost burdened” which the U.S. Department of Housing and Urban Development defines to include households who pay more than thirty-percent (30%) of their income for housing and may have difficulty affording necessities such as food, clothing, transportation, and medical care; and

- The widespread distress in housing conditions is further evidenced as Orange County residents were awarded more funds from the State of Florida’s Emergency Rental Assistance Program 1 (“Emergency Program”) than any other county in the state. The Emergency Program has since ended while the County’s housing conditions continue to worsen; and
- Orange County was in a housing crisis prior to the COVID-19 pandemic. In May 2018, Central Florida’s interjurisdictional Regional Affordable Housing Initiative said, “National and regional home prices and rents are pushing well above historic limits when compared to income and affordability. The situation has passed the point of concern and is now a crisis.” The housing crisis has worsened since the COVID-19 pandemic; and
- Tenancies are being terminated and eviction rates are increasing. For the first half of 2022, there have been 6,970 eviction case filings, which is a 70.1% increase over the same period in 2021; and
- The findings made and recited in this ordinance establish the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public; and
- The Orange County Board of County Commissioners finds that this grave housing emergency cannot be dealt with effectively by the ordinary operations of the private rental housing market. In jurisdictions in Florida comparable to Orange County that do not have rent stabilization measures in place, rent increases continue to spiral. For example, in Hillsborough County, Duval County, and Broward County, the year-over-year asking rent has increased by over 20%; and
- Jurisdictions with rent stabilization measures in effect and otherwise comparable to Orange County have been successful in protecting tenants by establishing limits on rent increases while still providing landlords with a fair and reasonable return on their investment. For example, in California, Alameda County and Sacramento County contain rent control measures and have limited their year-over-year asking rent increases to approximately 5%-10% despite low vacancy rates; and
- The Board finds that a rent stabilization measure is necessary and proper to eliminate the County’s housing emergency which is so grave as to constitute a serious menace to the general public.

Exh. C at 2-5.

C. The Rent-Control Ordinance fails to satisfy the requirements of section 125.0103 and is therefore invalid.

31. First, the Rent-Control Ordinance fails to establish the existence-in-fact of a “housing emergency so grave as to constitute a serious menace to the general public.” Several of the findings contained in the Ordinance establish no baseline against which a “grave housing emergency” could be measured. *See, e.g.*, Section 25-381(d) (acknowledging approximately 25% increase in the total population of Orange County from 2010 to 2020), Section 25-381(e) (finding approximately 584,000 total housing units in Orange County, of which 230,000 are occupied by renters). The Ordinance fails to explain why these numbers demonstrate a “grave housing emergency” or what different numbers would indicate the absence of a housing emergency.

32. The Rent-Control Ordinance also ignores relevant evidence tending to refute the significance of its findings. For example, the Ordinance focuses on a “70.1% increase” in eviction rates for the first half of 2022 as compared to the first half of 2021 (Section 25-381(k))—but fails to acknowledge the existence of the federal moratorium on evictions during the pandemic that existed throughout the entire first half of 2021.

33. Contrary to the advice provided in the County Attorney’s Memorandum, the Ordinance’s finding of a “grave housing emergency” appears to be premised entirely on statistics addressing vacancy rates, rising rents, a shortage of housing, an increase in the cost of living, and “spiraling inflation.” *Cf* Exh. A at 6-8 *with* Exh. C at 2-5. These findings alone are insufficient to establish a “grave housing emergency” under Florida Supreme Court precedent, as explained in the County Attorney’s Memorandum. Exh. C at 6-8. Orange County cannot satisfy its evidentiary burden of proof.

34. But even if these findings could establish a “grave housing emergency,” the Ordinance contains no findings demonstrating a “serious menace to the general public” as required by section 125.0103(5)(b), Florida Statutes. As noted in the County Attorney’s Memorandum, a rent-control ordinance must include findings addressing the housing emergency’s impact on the health, safety, and welfare of the general public such as “overcrowding” resulting in “insanitary conditions” and “disease.” Exh. A at 7-8. Orange County did not include these findings in the Ordinance and cannot satisfy its evidentiary burden of proof.

35. Finally, the Rent-Control Ordinance’s findings fail to establish that rent control is “necessary and proper” to “eliminate” the grave housing emergency in Orange County as required by section 125.0103(5)(b). As explained at length in the GAI Report, Orange County’s increased housing costs are “likely beyond the control of local regulation” and stemmed mostly from “inadequate housing production over years which a temporary rent ceiling would do little to correct.” Exh. B. at 3. The GAI Report commissioned by Orange County found that, rather than eliminating a grave housing emergency, rent-control measures consistent with section 125.0103 “may impede the objective of speeding overall housing deliveries as well as create a number of unintended consequences.” *Id.*

36. On this point, the Ordinance’s findings are limited to a conclusory allegation that a “rent stabilization measure is necessary and proper to eliminate the County’s housing emergency which is so grave as to constitute a serious menace to the general public.” Section 25-381(o). Orange County did not include any specific factual findings on this point in the Ordinance and cannot satisfy its evidentiary burden of proof.

D. The Rent-Control Ordinance’s ballot statement violates section 101.161 and is therefore invalid.

37. The ballot statement specified in the Rent-Control Ordinance is affirmatively misleading and fails to fairly inform voters of the chief purpose of the proposal in clear and unambiguous language.

38. As described above, the Rent-Control Ordinance requires the following ballot statement to be provided to voters at the November 2022 referendum election:

**Rent Stabilization Ordinance to
Limit Rent Increase for Certain
Residential Rental Units**

Shall the Orange County Rent Stabilization Ordinance, which limits rent increases for certain residential rental units in multifamily structures to the average annual increase in the Consumer Price Index, and requires the County to create a process for landlords to request an exception to the limitation on the rent increase based on an opportunity to receive a fair and reasonable return on investment, be approved for a period of one year?

39. This ballot statement omits any reference to other aspects of the Rent-Control Ordinance that may be significant to voters: separate limitations on rent increases in Section 25-384; the open-ended delegation of authority to Orange County’s Planning, Environmental, and Development Services Department to administer the Ordinance’s rental-unit registration process in Section 25-387; and the Ordinance’s enforcement and penalty provisions including the potential assessment of punitive damages, attorney-fee shifting, civil penalties, and imprisonment in the county jail in Section 25-390.

40. A ballot title and summary must be accurate. The ballot statement provided for the voters in the Rent-Control Ordinance contains omissions and affirmative misstatements that render it defective under section 101.161, Florida Statutes.

**Count 1: Declaratory Judgment – Invalidity of Ordinance
(against all Defendants)**

41. The allegations in paragraphs 1 through 40 are incorporated by reference.

42. The allegations in this Complaint demonstrate a bona fide actual, present, and practical need for a declaration by this Court that the Rent-Control Ordinance is facially invalid under section 125.0103 of the Florida Statutes and Article VIII, § 1(g) of the Florida Constitution.

43. In the absence of the declaratory relief sought in this action, Plaintiffs and their members would be placed in doubt or uncertainty as to their rights with respect to the Rent-Control Ordinance.

44. The statutory requirement that any rent-control measure be approved by the voters at a referendum election also implicates precedent favoring the prompt resolution of election-related disputes “before the ballots [are] cast and results announced.” *Republican Party of Miami-Dade Cnty. v. Davis*, 18 So. 3d 1112, 1118 (Fla. 3d DCA 2009).

45. It is adverse and antagonistic to the public interest and to the interests of the Plaintiffs and their members to allow the Rent-Control Ordinance to be placed on the ballot or enforced by Orange County where the Ordinance is unlawful and invalid.

46. The adverse and antagonistic interests are all before this Court by proper process and the relief sought is not merely a request for legal advice or an advisory opinion.

**Count 2: Permanent Injunctive Relief – Invalidity of Ordinance
(against all Defendants)**

47. The allegations in paragraphs 1 through 40 are incorporated by reference.

48. This is a claim for permanent injunctive relief to require:

1) Defendant Bill Cowles, as Orange County Supervisor of Elections, and all others acting in concert with him, to refrain from: conducting the Referendum Election called in Section 3 of Ordinance 2022-29; including the Rent-Control Ordinance on any ballots that are printed for the November 2022 General Election; or tabulating, reporting, or certifying any votes cast for the Rent-Control Ordinance at the November 2022 General Election, on the basis that the Rent-Control Ordinance is facially invalid under section 125.0103 of the Florida Statutes and Article VIII, § 1(g) of the Florida Constitution; and

2) Defendant Orange County, and all others acting in concert with it, to refrain from enforcement of the Rent-Control Ordinance on the basis that the Rent-Control Ordinance is facially invalid under section 125.0103 of the Florida Statutes and Article VIII, § 1(g) of the Florida Constitution.

49. Plaintiffs and their members have a clear legal right to the relief requested. Florida law prohibits local governments from adopting ordinances that would have the effect of imposing rent control except under narrow circumstances not present here. The Rent-Control Ordinance's findings fail to establish "the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency." § 125.0103, Fla. Stat. The Rent-Control Ordinance is therefore invalid.

50. Plaintiffs and their members face a likelihood of irreparable harm if this Court does not grant the relief sought and allows the Rent-Control Ordinance to appear on the ballot and to be enforced notwithstanding its invalidity.

51. Plaintiffs and their members have no adequate remedy at law to address the harm described in this Complaint, as their injuries cannot be adequately remedied through money damages against Defendants.

52. The public interest strongly favors the entry of a permanent injunction and the resolution of this dispute to prevent the holding of a referendum election or the enforcement of an invalid rent-control measure.

**Count 3: Declaratory Judgment – Invalid Ballot Statement
(against all Defendants)**

53. The allegations in paragraphs 1 through 40 are incorporated by reference.

54. The allegations in this Complaint demonstrate a bona fide actual, present, and practical need for a declaration by this Court that the ballot statement for the Rent-Control Ordinance fails to comply with section 101.161 of the Florida Statutes.

55. In the absence of the declaratory relief sought in this action, Plaintiffs and their members would be placed in doubt or uncertainty as to their rights with respect to the Rent-Control Ordinance.

56. The statutory requirement that any rent-control measure be approved by the voters at a referendum election also implicates precedent favoring the prompt resolution of election-related disputes “before the ballots [are] cast and results announced.” *Republican Party of Miami-Dade Cnty. v. Davis*, 18 So. 3d 1112, 1118 (Fla. 3d DCA 2009).

57. It is adverse and antagonistic to the public interest and to the interests of the Plaintiffs and their members to allow the Rent-Control Ordinance to be placed on the ballot when its ballot statement violates section 101.161 of the Florida Statutes.

58. The adverse and antagonistic interests are all before this Court by proper process and the relief sought is not merely a request for legal advice or an advisory opinion.

**Count 4: Permanent Injunctive Relief – Invalid Ballot Statement
(against Supervisor of Elections)**

59. The allegations in paragraphs 1 through 40 are incorporated by reference.

60. This is a claim for permanent injunctive relief to require Defendant Bill Cowles, as Orange County Supervisor of Elections, and all others acting in concert with him, to refrain from: conducting the Referendum Election called in Section 3 of Ordinance 2022-29; including the Rent-Control Ordinance on any ballots that are printed for the November 2022 General Election; or tabulating, reporting, or certifying any votes cast for the Rent-Control Ordinance at the November 2022 General Election, on the basis that the ballot statement for the Rent-Control Ordinance violates section 101.161 of the Florida Statutes.

61. Plaintiffs and their members have a clear legal right to the relief requested. Florida law provides for the invalidation of ballot proposals whose ballot statements fail to comply with the clarity requirements of section 101.161. The ballot statement for the Rent-Control Ordinance is not accurate, is affirmatively misleading, and fails to fairly inform voters of the chief purpose of the proposal in clear and unambiguous language.

62. Plaintiffs and their members face a likelihood of irreparable harm if this Court does not grant the relief sought and allows the Rent-Control Ordinance to appear on the ballot notwithstanding the invalidity of its ballot statement.

63. Plaintiffs and their members have no adequate remedy at law to address the harm described in this Complaint, as their injuries cannot be adequately remedied through money damages against Defendants.

64. The public interest strongly favors the entry of a permanent injunction and the resolution of this dispute to prevent the holding of a referendum election on a measure whose ballot statement violates section 101.161, Florida Statutes.

**Count 5: Quo Warranto
(against Orange County)**

65. The allegations in paragraphs 1 through 40 are incorporated by reference.

66. This is a claim for a writ of quo warranto to determine that Orange County has improperly exercised its powers derived from the State of Florida by adopting the Rent-Control Ordinance.

67. Orange County lacks the authority to enact county ordinances inconsistent with general law. § 125.01(a), Fla. Stat.; Art. VIII, § 1(g), Fla. Const. Section 125.0103(2)-(6) of the Florida Statutes is a general law limiting the authority of local governments, such as Orange County, to enact ordinances that would have the effect of imposing controls on rents.

68. Orange County exceeded its authority derived from the State of Florida by adopting the Rent-Control Ordinance, as its findings fail to establish “the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency.” § 125.0103(5)(b), Fla. Stat.

69. Orange County’s failure to act in strict accordance with the requirements of Florida law makes it appropriate for this Court to issue a writ of quo warranto.

70. The requested writ of quo warranto is also consistent with the public interest in ensuring that local governments comply with laws adopted by the Florida Legislature limiting the circumstances under which they can adopt local ordinances.

RELIEF SOUGHT

Wherefore, Plaintiffs requests that this Court:

a. Enter a declaratory judgment that the Rent-Control Ordinance is facially invalid under section 125.0103 of the Florida Statutes and Article VIII, § 1(g) of the Florida Constitution

because the Ordinance’s findings fail to establish “the existence in fact of a housing emergency so grave as to constitute a serious menace to the general public and that such controls are necessary and proper to eliminate such grave housing emergency”;

b. Enter a declaratory judgment that the ballot statement for the Rent-Control Ordinance is defective and fails to satisfy the clarity requirements of section 101.161 because it is affirmatively misleading and fails to clearly and unambiguously advise voters of the chief purpose of the proposal.

c. Issue a permanent injunction requiring Defendant Orange County to refrain from enforcing the Rent-Control Ordinance and Defendant Cowles and those acting in concert with him from conducting a referendum election called in Section 3 of Ordinance 2022-29; including the Ordinance on any ballots printed for the November 2022 General Election; or tabulating, reporting, or certifying any votes cast for the Rent-Control Ordinance at the November 2022 General Election, on the basis that the Rent-Control Ordinance is facially invalid under section 125.0103 of the Florida Statutes and Article VIII, § 1(g) of the Florida Constitution.

d. Issue a permanent injunction requiring Defendant Cowles and all others acting in concert with him, to refrain from: conducting the Referendum Election called in Section 3 of Ordinance 2022-29; including the Rent-Control Ordinance on any ballots that are printed for the November 2022 General Election; or tabulating, reporting, or certifying any votes cast for the Rent-Control Ordinance at the November 2022 General Election, on the basis that the ballot statement for the Rent-Control Ordinance violates section 101.161 of the Florida Statutes

e. Issue a writ of quo warranto determining that Orange County has exceeded its authority derived from the State of Florida by adopting the Rent-Control Ordinance and that the Ordinance is therefore facially invalid.

f. Grant such other or further relief the Court deems appropriate, including but not limited to an award of attorney's fees under section 57.112, Florida Statutes, and costs.

Respectfully submitted,

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EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2022-12 - First Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” and Article 2 “Administration”, Division 3 “Permits” adding a new Section 23.2-39 “Affordable/Workforce Housing Program,” providing for a Lake Worth Beach Affordable/Workforce Housing Program and scheduling a second reading and public hearing on October 6, 2022

SUMMARY:

The proposed amendment would add a new section to the Land Development Regulations (LDRs) providing for a Lake Worth Beach Affordable/Workforce Housing Program, which would require that a percentage of any density, intensity and/or height bonuses be associated with a specific dedication of affordable/workforce housing units. In addition, the program allows for a density increase for all projects provided that the additional density is all deed restricted as affordable/workforce housing.

BACKGROUND AND JUSTIFICATION:

The subject amendment to the City’s Land Development Regulations (LDRs) was drafted based on City Commission direction to staff to prepare an amendment to the LDRs to develop a formal Lake Worth Beach Affordable/Workforce Housing Program. The proposed program also meets a specific requirement of the City’s Comprehensive Plan as well as several Pillars within the City’s Strategic Plan.

In summary, applicants/developers requesting increases in density, intensity and/or height through the city’s incentive and/or bonus program(s) shall provide for a dedication of a minimum fifteen percent (15%) of a project’s total number of housing units as affordable/workforce. The units will be governed by both a deed restriction and a restrictive covenant for twenty (20) years. The program applies to both rental and fee simple ownership units. The program also allows for the Commission to have an option to extend the restrictive covenant in increments of twenty (20) years. In addition, the program allows for up to a fifteen percent (15%) increase in total density for all projects provided that all of the additional units are restricted as affordable/workforce housing units. Finally, an Affordable/Workforce Housing Trust Fund is to be established to assist with the creation and preservation of affordable units.

As part of the program, developers/project owners will be required to submit an annual audited report to the City to verify that the specified affordable/workforce housing units meet the requirements of the restrictive covenant. Should the report not be submitted or the units not meet the affordability requirements, the program includes a penalty provision assessing a fee that must be paid to the City. Any penalty fees collected will be placed in the affordable housing trust fund.

The Planning & Zoning Board (PZB) unanimously voted to recommend approval of the proposed text amendment to the City Commission at its June 1, 2022 meeting*. The Historic Resources

Preservation Board (HRPB) also unanimously voted to recommend approval of the proposed text amendment to the City Commission at the June 8, 2022 meeting*.

At its meeting of August 2, 2022, the City Commission voted unanimously to approve the proposed ordinance with the proposed penalty fee to be a minimum of \$15/sq. ft., which will be reviewed and adopted in the City's Schedule of Fees and Charges with its value to increase based on the Consumer Price Index. In addition, the penalty was to be assessed on a yearly basis for those units that do not meet the affordable/workforce criteria as established by the ordinance. These changes are highlighted in yellow on the attached ordinance.

With the August 16, 2022, City Commission meeting, discussion focused on clarifications and more information regarding the ordinance. The ordinance was tabled for a second reading on September 20, 2022. Over the intervening weeks, the changes and edits were extensive enough to warrant a second first reading with a subsequent second reading should the ordinance be approved.

MOTION:

Move to approve/disapprove Ordinance 2022-12 on first reading amending Chapter 23 "Land Development Regulations," Article 1 "General Provisions," Division 2 "Definitions," and Article 2 "Administration", Division 3 "Permits" adding a new Section 23.2-39 "Affordable/Workforce Housing Program," providing for a Lake Worth Beach Affordable/Workforce Housing Program and scheduling a second reading and public hearing on October 6, 2022.

ATTACHMENT(S):

Draft Ordinance 2022-12
PZHP Staff Report

**Note: draft meeting minutes were not available upon publication of this staff report.*

1
2
3 **ORDINANCE 2022-12 - 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,” ADDING A NEW DEFINITIONS “ANNUAL GROSS**
8 **HOUSEHOLD INCOME,” “GROSS RENT” AND “OVERALL HOUSING**
9 **EXPENSE;” AND ARTICLE 2 “ADMINISTRATION,” DIVISION 3**
10 **“PERMITS,” ADDING A NEW SECTION 23.2-39**
11 **“AFFORDABLE/WORKFORCE HOUSING PROGRAM,” PROVIDING**
12 **FOR AN AFFORDABLE/WORKFORCE HOUSING PROGRAM WITHIN**
13 **THE CITY OF LAKE WORTH BEACH; AND PROVIDING FOR**
14 **SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE**
15 **DATE**

16
17 **WHEREAS**, as provided in Section 2(b), Article VIII of the Constitution of the State
18 of Florida, and Section 166.021(1), Florida Statutes, the City of Lake Worth Beach (the
19 “City”), enjoys all governmental, corporate, and proprietary powers necessary to conduct
20 municipal government, perform municipal functions, and render municipal services, and
21 may exercise any power for municipal purposes, except as expressly prohibited by law;
22 and

23
24 **WHEREAS**, as provided in Section 166.021(3), Florida Statutes, the governing
25 body of each municipality in the state has the power to enact legislation concerning any
26 subject matter upon which the state legislature may act, except when expressly prohibited
27 by law; and

28
29 **WHEREAS**, the City wishes to amend Chapter 23 Land Development
30 Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1.12
31 definitions, to add definitions and to define “Annual Gross Household Income,” “Gross
32 Rent” and “Overall Housing Expense;” and

33
34 **WHEREAS**, the City wishes to amend Chapter 23, Article 2 “Administration,” to
35 establish a new section, Section 23.2-39 – Affordable/Workforce Housing Program to
36 establish an affordable/workforce housing program within the City of Lake Worth Beach;
37 and

38
39 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted
40 municipality having such power and authority conferred upon it by the Florida Constitution
41 and Chapter 166, Florida Statutes; and

42
43 **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning
44 agency, considered the proposed amendments at a duly advertised public hearing; and

45
46 **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local
47 planning agency, considered the proposed amendments at a duly advertised public
48 hearing; and

50 **WHEREAS**, the City Commission finds and declares that the adoption of this
51 ordinance is appropriate, and in the best interest of the health, safety and welfare of the
52 City, its residents and visitors.

53
54 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE**
55 **CITY OF LAKE WORTH BEACH, FLORIDA, that:**

56
57 **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as
58 being true and correct and are made a specific part of this ordinance as if set forth herein.

59
60 **Section 2:** Chapter 23 “Land Development Regulations,” Article 1 “General
61 Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” is hereby amended by
62 adding thereto new definitions “Annual Gross Household Income,” “Gross Rent” and
63 “Overall Housing Expense” to read as follows:

64
65 Annual Gross Household Income: Total gross income of all wage-earning
66 residents residing within a single dwelling unit.

67
68 Gross Rent: Total all-inclusive dollar amount required from a lessee by a lessor for
69 a single dwelling unit.

70
71 Median Household Income: Gross income for 4 people, also known as Area
72 Median Income, published annually for Palm Beach County by the U.S. Department of
73 Housing and Urban Development.

74
75 Overall Housing Expense: Total homeowner expenses for mortgage, mortgage
76 insurance, property insurance and taxes.

77
78 **Section 3:** Chapter 23 “Land Development Regulations,” Article 2
79 “Administration,” is hereby amended by adding thereto a new Section 23.2-39
80 “Affordable/Workforce Housing Program” to read as follows:

81
82 **Sec. 23.2-39. – Affordable/Workforce Housing Program.**

- 83
84 a) Intent. The Affordable/Workforce Housing Program is intended to implement
85 Objective 3.1.2 of the city comprehensive plan future land use element and
86 provisions therein regarding affordable and workforce housing. The
87 Affordable/Workforce Housing Program provides for a density bonus and a
88 reduction in overall housing unit areas for developments that incorporate
89 residential units with restrictive covenants that meet the requirements of the
90 program.
- 91
92 b) Purpose. The purpose of the Affordable/Workforce Housing Program is to
93 encourage the inclusion of affordable and workforce housing units within both
94 residential and mixed-use projects as well as planned developments of all types to
95 provide for broader and more accessible housing options within the City. The
96 Affordable/Workforce Housing Program offers the following as “Program
97 Incentives”;

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1. Tier One: may apply to all development projects consistent with the provisions of this section
 - (a) Up to a fifteen percent (15%) increase in overall project density;
 - (b) Up to a fifteen percent (15%) reduction in the gross area requirements based on unit type;
 - (c) Up to a twenty five percent (25%) reduction in required parking, provided that each residential dwelling unit is provided at least one (1) parking space and the entire project is affordable/workforce housing meeting the requirements of this section. This reduction may not be combined with other parking reduction provisions of these LDRs;
 - (d) Any additional density and/or other benefits provided under this tier shall require that those units benefiting from the provisions be restricted as affordable/workforce housing meeting the requirements of this section through a restrictive covenant.
 - (e) Additional financial incentives may be considered on a case by case basis by the applicable decision-making entity if the project provides more affordable/workforce units than the minimum required.
2. Tier Two: applies to all projects utilizing other city incentive and/or bonus program(s)
 - (a) For all projects utilizing any other city incentive or bonus program(s), fifteen percent (15%) of the total number of dwelling units within the project must be restricted as affordable/workforce dwelling units meeting the requirements of this section through a restrictive covenant.
 - (b) Any combination of Tier One incentives with other city incentive and/or bonus program(s) related to density, intensity and/or height shall require that all units benefiting from these increases and/or incentives be restricted as affordable/workforce dwelling units meeting the requirements of this section through a restrictive covenant.

c) Application and Review Process.

1. Application. All development proposals seeking increased density of up to fifteen percent (15%) and/or reductions in overall unit sizes of up to fifteen percent (15%) shall submit an affordable/workforce housing program application as provided by the department of community sustainability. The application shall accompany the standard City of Lake Worth Beach Universal Development Application for the development proposal. The affordable/workforce housing program application shall include all of the following:
 - (a) A project fact sheet with building specifications including the number of additional units, unit types and unit sizes proposed.
 - (b) The affordability criteria for each unit proposed to be included in the project.
 - (c) Draft restrictive covenant should the City's version not be submitted.

146 (d) Any other additional information to ensure the timely and efficient evaluation
147 of the project by city staff to ensure that the requirements of the
148 Affordable/Workforce Housing Program are being met.
149

150 2. Review/decision. The development review official shall review the application
151 along with the zoning approvals otherwise required of the development
152 proposal under these LDRs. Development applications that require further
153 review or approval by a decision-making board shall also include the
154 development review official's recommendation regarding the award of
155 additional density and/or unit size reduction under the Affordable/Workforce
156 Housing Program. Any decision on the award shall be made by the planning
157 and zoning board, the historic resources planning board, or the city commission
158 as applicable. A decision on an award may be appealed under the procedures
159 applicable to the development application with which it is associated. No waiver
160 or variance may be granted regarding the award. The award of bonus density,
161 height or intensity under the Affordable/Workforce Housing Program shall be
162 based on the following criteria:
163

164 (a) Is the award calculated correctly, consistent with the density and unit size
165 reduction(s) that are allowed under the Affordable/Workforce Housing
166 Program;
167

168 (b) Do the proposed income restrictions meet the intent of the
169 Affordable/Workforce Housing Program;
170

171 (c) Do the proposed annual rents and/or mortgage costs meet the intent of the
172 Affordable/Workforce Housing Program; and
173

174 (d) Do the proposed restrictive covenants to maintain affordability meet the
175 intent of the Affordable/Workforce Housing Program?
176

177 d) Qualifying income restrictions. The following provisions outline the required
178 income limits and overall percentage of household income to qualify units as being
179 affordable/workforce under the Affordable/Workforce Housing Program. All
180 income values shall be based on the then current area (County) median household
181 income published annually by the US Department of Housing & Urban
182 Development. Whether with a rental unit or for a fee simple, for sale unit, the
183 overall housing expense (rent, mortgage, property taxes, and insurances) for the
184 unit shall not exceed thirty percent (30%) of the income limit provided for each unit
185 type, based upon the number of bedrooms.
186

187 1. For a studio unit, the annual gross household income shall not exceed forty five
188 percent (45%) of area median income and minimum household size is one (1)
189 person, not to exceed two (2) people.
190

191 2. For a one-bedroom unit, the annual gross household income shall not exceed
192 sixty five percent (65%) of the area median income and minimum household
193 size of one (1) person, not to exceed two (2) people.

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3. For a two-bedroom unit, the annual gross household income shall not exceed eighty five percent (85%) of the area median income and minimum household size of two (2) people, not to exceed two (2) people per bedroom.
 4. For a three-bedroom unit, the annual gross household income shall not exceed one hundred and five percent (105%) of the area median income and minimum household size of three (3) people, not to exceed two (2) people per bedroom.
 5. For a four or more-bedroom unit, the annual gross household income shall not exceed one hundred and twenty five percent (125%) of the area median income and minimum household size of four (4) people, not to exceed two (2) people per bedroom.
 6. For fee simple ownership, the limits provided above may be increased by fifteen (15%) based on unit type and shall include the overall housing expense.
 7. Alternatively, the income restrictions may adhere to the following guidelines singularly or in combination.
 - a. “Affordable Housing Eligible Households” means a household with an annual gross household income at or less than eighty percent (80%) of the Area Median Income, calculated as percentages of the Median Family Income for Palm Beach County, as published annually by the US Department of Housing and Urban Development.
 - b. “Workforce Housing Eligible Households” means a household with an annual gross household income within the following income categories: Moderate (80%-100%) and Middle (101%-140%) of the Area Median Income, calculated as percentages of the Median Family Income for Palm Beach County, as published annually by the US Department of Housing and Urban Development.
- e) Additional restrictions. The following requirements outline the restrictive covenant that shall be recorded and maintained on each unit awarded under the Affordable/Workforce Housing Program.
1. The restrictive covenant shall be in a legal form acceptable to the department of community sustainability and the city attorney’s office or as otherwise provided by the city and shall require each unit awarded be maintained at the awarded level of affordability, in accordance with the Affordable/Workforce Housing Program, for a minimum of twenty (20) years.
 2. The restrictive covenant shall include the more restrictive program requirements, which shall govern the project if other affordable/workforce housing incentives are combined with use of the Affordable/Workforce Housing Program.

242 3. The restrictive covenant shall require an annual report of the project's
243 compliance with the restrictive covenants and the requirements of the
244 Affordable/Workforce Housing Program be provided to the City or its designee
245 for evaluation, review and approval. Should the annual report not be submitted
246 or should it demonstrate the project is not meeting the requirements of the
247 Affordable/Workforce Housing Program, the project owner shall pay the city, as
248 a penalty, an amount no less than fifteen dollars (\$15) per square foot for each
249 unit that did not comply with the program's requirements for the previous year,
250 or portion thereof. If the report is not submitted, the penalty payment will be
251 calculated as though no units met the requirements of the Affordable/Workforce
252 Housing Program for the reporting period. The per square foot penalty value
253 may increase based on the annual U.S. Consumer Price Index (CPI) and shall
254 be reflected in the City's adopted annual Schedule of Fees and Charges. Any
255 required penalty payment shall be made within ten (10) days of notification from
256 the city of the calculated payment based on the report or failure to submit the
257 report and the annual penalty value as adopted by the city.

258
259 4. The restrictive covenant shall provide for extension of the affordability period,
260 as set forth in this section.

261
262 f) Financial incentives. The following are parameters for financial incentive values
263 based on unit type, which may be utilized to ensure more than the required fifteen
264 percent (15%) of the dwelling units available after the density increase incentive
265 remain affordable for a guaranteed twenty (20) year period as governed through a
266 covenant and/or deed restriction. Values may be paid through utilization of
267 Sustainable Bonus Incentive Values, Transfer Development Right Values or cash
268 payments from the City from the Affordable/Workforce Housing Program Trust
269 Fund, Sustainable Bonus Incentive Trust Account or the Transfer Development
270 Rights Trust Account or other legally approved funding source(s).

271
272 1. For a studio dwelling unit, a one-time payment of \$40,000 or 50% percent of
273 the area median income, whichever is greater;

274
275 2. For a one-bedroom dwelling unit, a one-time payment of \$60,000 or 75%
276 percent of the area median income, whichever is greater;

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278 3. For a two-bedroom dwelling unit, a one-time payment of \$80,000 or 100%
279 percent of the area median income, whichever is greater;

280
281 4. For a three-bedroom dwelling unit, a one-time payment of \$100,000 or 125%
282 percent of the area median income, whichever is greater;

283
284 5. For a four or more-bedroom dwelling unit, a one-time payment of \$120,000 or
285 150% percent of the area median income, whichever is greater;

286
287 6. For a fee simple ownership dwelling unit, an additional one-time payment of
288 \$25,000 may be provided; and

290 7. Payments shall be made at time of dwelling units receiving a final certificate of
291 occupancy or certificate of completion.

292

293 g) Affordability extension(s). The City shall have the express right, **in its sole**
294 **discretion,** to extend the affordability deed restrictions and covenants for another
295 period of no less than twenty (20) years) through the provision of a then current
296 economic incentive payment based on unit size.

297

298 1. The City shall provide formal notice of intent to extend affordability of units a
299 minimum of six (6) months prior to the expiration of the affordability deed
300 restrictions and covenants.

301

302 2. The City's notice shall include the number and type of units having affordability
303 extended and the economic incentive to be provided for those units.

304

305 3. The affordability extension may not exceed the original number and type of
306 units governed by the Affordable/Workforce Housing Program.

307

308 4. There shall be no limit on the number of affordability extensions the city may
309 fund for a project.

310

311 **5. The extension incentive payment shall follow the parameters as set forth in f)**
312 **of this section based on the values established for the year that the extension**
313 **is authorized.**

314

315 h) Policies and Procedures. The city's director for community sustainability is hereby
316 authorized to establish policies and procedures including covenants, accountability
317 and reporting to ensure effective implementation of the Affordable/Workforce
318 Housing Program and clarify the requirements and procedures as set forth herein.

319

320 i) Trust Fund. There is hereby established an Affordable/Workforce Housing
321 Program Trust Fund. The trust fund will be a separate line item in the City's budget.

322

323 1. Payments required by the Affordable/Workforce Housing Program due to non-
324 compliance with restrictive covenants shall be paid into the trust fund.

325

326 2. Funds in the trust fund will be used to fund the financial incentives and the
327 affordability extensions under the Affordable/Workforce Housing Program.

328

329 3. At least once each fiscal period, the city manager shall present to the city
330 commission a report on funds held in the trust fund, including any accrued
331 interest, and any proposed use thereof. Monies, including any accrued interest,
332 not assigned in any fiscal period shall be retained in the trust fund until the next
333 fiscal period.

334

335 **j) In Lieu Payment Provision.** In some instances, projects including Density, Intensity
336 **and/or Height Bonuses may not be appropriate for participation in the Program. In**

337 these cases, the project may pay an in lieu of payment based on the following
338 provisions:

- 339 1. The fee shall be calculated on fifteen percent (15%) of the gross area of the
340 bonuses requested for the project.
- 341 2. The fee shall be a one-time payment of \$50 or 0.0625% of the area median
342 income, whichever is greater, per gross square foot.
- 343 3. Projects eligible for an in lieu of payment may include the following:
 - 344 i. Single or multiple use projects that do not include a residential use;
 - 345 ii. Mixed use projects that include residential and fewer than 25
346 residential units;
 - 347 iii. Residential only projects that include fewer than 15 residential units;
 - 348 iv. Any project that includes a residential use(s) and all of the dwelling
349 units are for sale, home ownership such as condominiums,
350 townhouses and/or single-family residences of which none are deed
351 restricted as affordable/workforce housing.
- 352 4. Fee payment shall be due prior to issuance of any building permits related
353 to the project.

354
355 k) Exemptions. Projects in specific locations are exempt from the requirements of
356 this section due to their maximum allowed density and/or to their allowed uses.

- 357 1. Individual residential dwelling units in the Single Family Residential (SF-R)
358 and Single Family/Two Family Residential (SF/TF) Zoning Districts unless
359 units are part of a project requesting additional densities under the
360 provisions of one of the city's incentive programs.
- 361 2. Projects within the Public (P), Public Recreation and Open Space (PROS),
362 Beach and Casino (BAC), Conservation (C) and Industrial Park of
363 Commerce (I-POC) Zoning Districts.

364
365 **Section 4:** Severability. If any section, subsection, sentence, clause, phrase or
366 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
367 competent jurisdiction, such portion shall be deemed a separate, distinct, and
368 independent provision, and such holding shall not affect the validity of the remaining
369 portions thereof.

370
371 **Section 5:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in
372 conflict herewith are hereby repealed to the extent of such conflict.

373
374 **Section 6:** Codification. The sections of the ordinance may be made a part of
375 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
376 accomplish such, and the word "ordinance" may be changed to "section", "division", or
377 any other appropriate word.

378
379 **Section 7:** Effective Date. This ordinance shall become effective 10 days after
380 passage.

381
382 The passage of this ordinance on first reading was moved by Commissioner
383 Malega, seconded by Commissioner Stokes, and upon being put to a vote, the vote was
384 as follows:

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Mayor Betty Resch
Vice Mayor Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on first reading on the 20th day of September, 2022.

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 Christopher McVoy
Commissioner Sarah Malega
Commissioner Kimberly Stokes
Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk



DATE: May 25, 2022

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

FROM: William Waters, Director Community Sustainability

MEETING: June 1 & June 8, 2022

SUBJECT: **Ordinance 2022-12:** Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” adding new definitions “Annual Gross Household Income,” “Gross Rent,” “Overall Housing Expense,” and “Median Household Income;” and Article 2 “Administration,” Division 3 “Permits,” adding a new Section 23.2-39 “Affordable/Workforce Housing Program.”

PROPOSAL / BACKGROUND/ ANALYSIS:

The subject amendment to the City’s Land Development Regulations (LDR) was drafted based on City Commission direction to staff to create an Affordable/Workforce Housing Program to encourage the development of affordable and/or workforce housing units within the City. The proposed program would allow several incentives, including a 15% density bonus and additionally flexibility in unit size, parking requirements and financial incentives provided that no less than 15% of the total dwelling units are deed restricted as affordable.

The proposed amendments would add a new section to the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 1, Section 23.1-12 – Definitions
- Article 2, NEW Section 23.2-39 – Affordable/Workforce Housing Program

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2022-12.

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in Ordinance 2022-12.

Attachments

- A. Draft Ordinance 2022-12

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2022-13 - First Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” and Article 4 “Development Standards”, adding a new Section 23.4-25 “Micro-Units,” providing for Micro-Unit Housing

SUMMARY:

The proposed amendment would add a new section to the Land Development Regulations (LDRs) providing for Micro-Unit Housing, which would allow for the development and construction of micro-units providing that they meet specific development standards as a conditional use.

BACKGROUND AND JUSTIFICATION:

The subject amendment to the City’s Land Development Regulations (LDRs) was drafted based on City Commission direction to staff to bring back for formal consideration a micro-unit housing program. The amendment allows for the development and construction of micro-unit housing units that must meet specific development standards as a conditional use within the City’s mixed use zoning districts.

The Planning & Zoning Board (PZB) unanimously voted to recommend approval of the proposed text amendment to the City Commission at its June 1, 2022 meeting*. The Historic Resources Preservation Board (HRPB) also unanimously voted to recommend approval of the proposed text amendment to the City Commission at the June 8, 2022 meeting*.

At its meeting of August 2, 2022, the City Commission unanimously approved the proposed ordinance on first reading.

With the August 16, 2022, City Commission meeting, discussion focused on clarifications and more information regarding the ordinance. The ordinance was tabled for a second reading on September 20, 2022. Over the intervening weeks, the clarifications were extensive enough to warrant a second first reading with a subsequent second reading should the ordinance be approved.

MOTION:

Move to approve/disapprove Ordinance 2022-13 on first reading and set the second reading and public hearing for October 6, 2022.

ATTACHMENT(S):

Draft Ordinance 2022-13

PZHP Staff Report

**Note: draft meeting minutes were not available upon publication of this staff report.*

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ORDINANCE 2022-13 - 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,” ADDING A NEW DEFINITION “MICRO-UNIT;” AND ARTICLE 4 “DEVELOPMENT STANDARDS,” ADDING A NEW SECTION 23.4-25 “MICRO-UNITS,” PROVIDING FOR DEVELOPMENT STANDARDS FOR MICRO-UNITS; AND PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION AND AN EFFECTIVE DATE

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

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

WHEREAS, the City wishes to amend Chapter 23 Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1.12 definitions, to a definition and to define the new use, “Micro-Unit;” and

WHEREAS, the City wishes to amend Chapter 23, Article 4 “Development Standards,” to establish a new section, Section 23.4-25 – Micro-Units to establish supplementary development standards for this use; and

WHEREAS, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the 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 finds and declares that the adoption of this ordinance is appropriate, and in the best interest of the health, safety and welfare of the City, its residents and visitors.

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

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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,” is hereby amended by adding thereto a new definition “Micro-unit” to read as follows:

Micro-unit: a small residential unit with a total square footage between 250 square feet and 750 square feet with a fully functioning kitchen and bathroom; and may include a maximum of two (2) bedrooms with each unit equivalent to 0.75 residential dwelling units only for determining density.

Section 3: Chapter 23 “Land Development Regulations,” Article 4 “Development Standards,” is hereby amended by adding thereto a new Section 23.4-25 “Micro-units” to read as follows:

Sec. 23.4-25. – Micro-units.

- a) Project size. All micro-unit projects must provide a minimum of 20 micro-units.
- b) Micro-Unit Use Restriction. Micro-units must be residential and may not be converted to other uses. Each micro-unit must be separately metered for electric.
- c) Personal service, retail or commercial space. All micro-unit projects shall be designed as mixed use projects providing personal service, retail and/or commercial areas, including the required parking as set forth in this section **and shall be allowed only within the City’s mixed use zoning districts. Uses other than residential must account for at least 10% of the gross area of the project.**
- d) Residential Building Type. All micro-unit projects must be in a multi-family structure or collection of multi-family structures. Individual micro-units may not be combined to facilitate larger individual units.
- e) Interior shared common areas. Interior shared common areas supporting micro-units must equate to 10% of the gross living area of all residential units within the project. Such supporting common areas shall include but not be limited to the following:
 - 1. Reading Room,
 - 2. Gym/Exercise Facilities,
 - 3. Virtual Office Space,
 - 4. Party/Community Room,
 - 5. Game Room,
 - 6. Library,
 - 7. Movie Theatre,
 - 8. Gourmet Kitchen,
 - 9. Art Labs,
 - 10. Other similarly situated common usage areas, and

98 11. Essential support areas such as lobbies, hallways, egress routes, stairs, concierge
99 areas, staff offices, maintenance areas and required restroom facilities or similar
100 shall not count toward shared interior common areas.

101
102 f) Parking. Parking may be a combination of the following:

- 103 1. One (1) parking space or equivalent for each micro unit;
- 104 2. 50% or more of the required spaces shall be standard parking spaces;
- 105 3. Up to 25% of the parking spaces may be compact spaces (8'-0" x 18'-0");
- 106 4. Up to 25% of the parking spaces may be met with bicycle, scooter or motorcycle
107 storage. Four (4) bicycle storage spaces shall equal one (1) parking space; two
108 (2) scooter storage spaces shall equal one (1) parking space; and two (2)
109 motorcycle storage spaces shall equal one (1) parking space; and
- 110 5. Required guest and employee parking may be met with the same parking space
111 combination ratio. Guest and employee parking shall be no less than one (1) space
112 for every 100 sq. ft. of common area, public area, support area and offices,
113 excluding required hallways, egress routes and stairs.
- 114 6. The mixed-use parking reduction of 25% shall not apply.

115
116 g) Outdoor amenity. All micro-unit projects shall provide for an outdoor amenity that is
117 above and beyond the required interior shared common area. Outdoor amenity space
118 shall be no less than 5% of the gross area of all residential units and may not count
119 toward the required interior shared common area.

120
121 **Section 4:** Severability. If any section, subsection, sentence, clause, phrase or
122 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
123 competent jurisdiction, such portion shall be deemed a separate, distinct, and
124 independent provision, and such holding shall not affect the validity of the remaining
125 portions thereof.

126
127 **Section 5:** Repeal of Laws in Conflict. All ordinances or parts of ordinances in
128 conflict herewith are hereby repealed to the extent of such conflict.

129
130 **Section 6:** Codification. The sections of the ordinance may be made a part of
131 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
132 accomplish such, and the word "ordinance" may be changed to "section", "division", or
133 any other appropriate word.

134
135 **Section 7:** Effective Date. This ordinance shall become effective 10 days after
136 passage.

137
138 The passage of this ordinance on first reading was moved by Commissioner
139 Malega, seconded by Commissioner Stokes, and upon being put to a vote, the vote was
140 as follows:

- 141
- 142 Mayor Betty Resch
- 143 Vice Mayor Christopher McVoy
- 144 Commissioner Sarah Malega
- 145 Commissioner Kimberly Stokes
- 146 Commissioner Reinaldo Diaz

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The Mayor thereupon declared this ordinance duly passed on first reading on the 20th day of September, 2022.

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 Christopher McVoy
- Commissioner Sarah Malega
- Commissioner Kimberly Stokes
- Commissioner Reinaldo Diaz

The Mayor thereupon declared this ordinance duly passed on the _____ day of _____, 2022.

LAKE WORTH BEACH CITY COMMISSION

By: _____
Betty Resch, Mayor

ATTEST:

Melissa Ann Coyne, City Clerk



DATE: May 25, 2022

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

FROM: William Waters, Director Community Sustainability

MEETING: June 1 & June 8, 2022

SUBJECT: **Ordinance 2022-13:** Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” adding a new definition “Micro-unit;” and Article 4 “Development Standards,” adding a new Section 23.4-25 “Micro-units,” providing for development standards for micro-units.

PROPOSAL / BACKGROUND/ ANALYSIS:

The subject amendment to the City’s Land Development Regulations (LDR) was drafted based on City Commission direction to staff to allow for a new multi-family unit type in the City to address housing affordability in the region. The proposed micro-unit housing type would have a smaller minimum unit size (minimum 250 sf – maximum 750 sf) and require only 1 parking space per unit with provisions for guest parking. A micro-unit development would also be required to provide additional interior common areas and an outdoor amenity area.

The proposed amendments would add a new section to the LDR in Chapter 23 of the City’s Code of Ordinances:

- Article 1, Section 23.1-12 – Definitions
- Article 4, NEW Section 23.4-25 – Micro-units

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2022-13.

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in Ordinance 2022-13.

Attachments

- A. Draft Ordinance 2022-13

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: Community Sustainability

TITLE:

Ordinance 2022-14 – First Reading - Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 1 “General Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions”, and Article 2 “Administration”, Division 3 “Permits,” Section 23.2-31 “Site Design Qualitative Standards,” providing standards for buildings

SUMMARY:

The proposed amendment would amend the City’s Site Design Qualitative Design Standards of the Land Development Regulations (LDRs) providing for enhanced architectural quality, compatibility and harmony as well as building performance standards for buildings over 7,500 sq. ft and for all planned developments to enhance and improve community sustainability.

BACKGROUND AND JUSTIFICATION:

The subject amendment to the City’s Land Development Regulations (LDRs) was drafted based on City Commission direction for staff to prepare changes to the LDRs to improve the architectural quality, compatibility and overall performance of new buildings and projects. The proposed amendment includes improved qualitative design standards for buildings as well as additional criteria that serve to ensure that buildings and projects are sensitive to the City’s commitment to cultural, historical, ecological, environmental, financial and overall community sustainability. Specifically, all new buildings of 7,500 sq. ft. or more will have meet to specific performance standards, and all planned development projects will have to incorporate design elements, features and performance standards that support the City’s commitment to community sustainability.

The Planning & Zoning Board (PZB) voted 5-1 with reservations concerning sections 16 and 17 to recommend approval of the proposed text amendment to the City Commission at its June 1, 2022 meeting*. The Historic Resources Preservation Board (HRPB) unanimously voted against recommending approval of the proposed text amendment to the City Commission at its June 8, 2022 meeting due to concerns regarding sections 16 and 17 as well as the specificity of the architectural design standard changes*. Both boards voiced concern regarding the financial burden being placed on new projects, potential investors, and affordable housing as well as staff resources.

Should the amendment be adopted, Staff does recognize that several layers of additional design review and documentation will be required of many projects. As such, Staff is requesting that an additional full-time planning position with an emphasis on design and sustainability be approved in order to ensure that the standards are implemented efficiently and effectively. The financial impact of this additional staff resource is projected to be \$115,000 annually beginning Fiscal Year 2024. The imposition of additional application fees and annual monitoring fees may provide some of the financial support for the position. In addition, outside consultants may provide the necessary staffing support until a full-time position can be established.

At its meeting of August 2, 2022, the Commission unanimously approved the proposed ordinance on first reading with the proviso that the words “strive to” be removed from item 16 at line 25, which is highlighted in strikeout format in the attached ordinance.

With the August 16, 2022, City Commission meeting, discussion focused on clarifications and more information regarding the ordinance. The ordinance was tabled for a second reading on September 20, 2022. Over the intervening weeks, the clarifications were extensive enough to warrant a second first reading with a subsequent second reading should the ordinance be approved.

MOTION:

Move to approve/disapprove Ordinance 2022-14 on first reading and scheduling the second reading and public hearing on October 6, 2022

ATTACHMENT(S):

Draft Ordinance 2022-14
PZHP Staff Report

**Note: draft meeting minutes were not available upon publication of this staff report.*

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

1
2
3 **ORDINANCE 2022-14 - 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,” ADDING THERETO NEW DEFINITIONS “SOCIAL**
8 **JUSTICE” AND “SUSTAINABILITY;” AND “ARTICLE 2**
9 **“ADMINISTRATION,” DIVISION 3 “PERMITS,” SECTION 23.2-31 “SITE**
10 **DESIGN QUALITATIVE STANDARDS,” PROVIDING FOR STANDARDS**
11 **FOR BUILDINGS; AND PROVIDING FOR SEVERABILITY, CONFLICTS,**
12 **CODIFICATION AND AN EFFECTIVE DATE**
13
14

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

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

27 **WHEREAS**, the City wishes to amend Chapter 23, Article 1 “General Provisions,”
28 Division 2 “Definitions,” Section 23.1-12 “Definitions,” to add definitions and to define
29 “Social Justice” and “Sustainability;” and
30

31 **WHEREAS**, the City wishes to amend Chapter 23, Article 2 “Administration,”
32 Division 3 “Permits,” Section 23.2-31 “Site Design Qualitative Standards” to amend the
33 section to provide further guidance, consistency, clarity and additional standards for
34 buildngs; and
35

36 **WHEREAS**, the City of Lake Worth Beach, Florida (the “City”), is a duly constituted
37 municipality having such power and authority conferred upon it by the Florida Constitution
38 and Chapter 166, Florida Statutes; and
39

40 **WHEREAS**, the Planning and Zoning Board, in its capacity as the local planning
41 agency, considered the proposed amendments at a duly advertised public hearing; and
42

43 **WHEREAS**, the Historic Resources Preservation Board, in its capacity as the local
44 planning agency, considered the proposed amendments at a duly advertised public
45 hearing; and
46

47 **WHEREAS**, the City Commission finds and declares that the adoption of this
48 ordinance is appropriate, and in the best interest of the health, safety and welfare of the
49 City, its residents and visitors.
50

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

53
54 **Section 1:** The foregoing “WHEREAS” clauses are ratified and confirmed as
55 being true and correct and are made a specific part of this ordinance as if set forth herein.
56

57 **Section 2:** Chapter 23 “Land Development Regulations,” Article 1 “General
58 Provisions,” Division 2 “Definitions,” Section 23.1-12 “Definitions,” is hereby amended by
59 adding thereto new definitions for “Social Justice” and for “Sustainability” to read as
60 follows:
61

62 Social Justice: the political and philosophical theory that focuses on the concept of
63 fairness in relations between individuals in society and equal access to wealth,
64 opportunities and social privileges.
65

66 Sustainability: the three principles of economy, society (social and human) and
67 environment that focus on the needs of the present without compromising the ability of
68 future generations to meet their needs.
69

70 **Section 3:** Chapter 23 “Land Development Regulations,” Article 2
71 “Administration,” Division 3 “Permits,” Section 23.2-31 “Site design qualitative standards,”
72 is hereby amended to read as follows:

73 **Sec. 23.2-31. Site design qualitative standards.**

- 74 a) *Intent.* It is the intent of this section to promote safety and minimize negative impacts
75 of development on its neighbors by establishing qualitative requirements for the
76 arrangements of buildings, structures, parking areas, landscaping and other site
77 improvements. The qualitative standards are designed to ensure that site
78 improvements are arranged in ways which cannot be otherwise accomplished with
79 quantitative standards.
- 80 b) *Application.* The site design qualitative standards set forth in this section shall apply
81 to all development subject to site plan review under section 23.2-30, and to all
82 conditional uses.
- 83 c) *Qualitative development standards.*
- 84 1. *Harmonious and efficient organization.* All elements of the site plan shall be
85 harmoniously and efficiently organized in relation to topography, the size and
86 type of plot, the character of adjoining property and the type and size of
87 buildings. The site shall be developed so as to not impede the normal and orderly
88 development or improvement of surrounding property for uses permitted in these
89 LDRs.
- 90 2. *Preservation of natural conditions.* The natural (refer to landscape code, Article
91 6 of these LDRs) landscape shall be preserved in its natural state, insofar as
92 practical, by minimizing tree and soil removal and by such other site planning
93 approaches as are appropriate. Terrain and vegetation shall not be disturbed in
94 a manner likely to significantly increase either wind or water erosion within or
95 adjacent to a development site. Natural detention areas and other means of

- 96 natural vegetative filtration of stormwater runoff shall be used to minimize ground
97 and surface water pollution, particularly adjacent to major waterbodies as
98 specified in ~~Part II~~, Chapter 12, Health and Sanitation, Article VIII, Fertilizer
99 Friendly Use Regulations. Fertilizer/pesticide conditions may be attached to
100 development adjacent to waterbodies. Marinas shall be permitted only in water
101 with a mean low tide depth of four (4) feet or more.
- 102 3. *Screening and buffering.* Fences, walls or vegetative screening shall be provided
103 where needed and practical to protect residents and users from undesirable
104 views, lighting, noise, odors or other adverse off-site effects, and to protect
105 residents and users of off-site development from on-site adverse effects. This
106 section may be interpreted to require screening and buffering in addition to that
107 specifically required by other sections of these LDRs, but not less.
- 108 4. *Enhancement of residential privacy.* The site plan shall provide reasonable,
109 visual and acoustical privacy for all dwelling units located therein and adjacent
110 thereto. Fences, walls, barriers and vegetation shall be arranged for the
111 protection and enhancement of property and to enhance the privacy of the
112 occupants.
- 113 5. *Emergency access.* Structures and other site features shall be so arranged as
114 to permit emergency vehicle access by some practical means to all sides of all
115 buildings.
- 116 6. *Access to public ways.* All buildings, dwelling units and other facilities shall have
117 safe and convenient access to a public street, walkway or other area dedicated
118 to common use; curb cuts close to railroad crossings shall be avoided.
- 119 7. *Pedestrian circulation.* There shall be provided a pedestrian circulation system
120 which is insulated as completely as reasonably possible from the vehicular
121 circulation system.
- 122 8. *Design of ingress and egress drives.* The location, size and numbers of ingress
123 and egress drives to the site will be arranged to minimize the negative impacts
124 on public and private ways and on adjacent private property. Merging and
125 turnout lanes traffic dividers shall be provided where they would significantly
126 improve safety for vehicles and pedestrians.
- 127 9. *Coordination of on-site circulation with off-site circulation.* The arrangement of
128 public or common ways for vehicular and pedestrian circulation shall be
129 coordinated with the pattern of existing or planned streets and pedestrian or
130 bicycle pathways in the area. Minor streets shall not be connected to major
131 streets in such a way as to facilitate improper utilization.
- 132 10. *Design of on-site public right-of-way.* On-site public street and rights-of-way shall
133 be designed for maximum efficiency. They shall occupy no more land than is
134 required to provide access, nor shall they unnecessarily fragment development
135 into small blocks. Large developments containing extensive public rights-of-way
136 shall have said rights-of-way arranged in a hierarchy with local streets providing
137 direct access to parcels and other streets providing no or limited direct access
138 to parcels.

- 139 11. *Off-street parking, loading and vehicular circulation areas.* Off-street parking,
140 loading and vehicular circulation areas shall be located, designed and screened
141 to minimize the impact of noise, glare and odor on adjacent property.
- 142 12. *Refuse and service areas.* Refuse and service areas shall be located, designed
143 and screened to minimize the impact of noise, glare and odor on adjacent
144 property.
- 145 13. *Protection of property values.* The elements of the site plan shall be arranged so
146 as to have minimum negative impact on the property values of adjoining
147 property.
- 148 14. *Transitional development.* Where the property being developed is located on the
149 edge of the zoning district, the site plan shall be designed to provide for a
150 harmonious and complementary transition between districts. Building exteriors
151 shall complement other buildings in the vicinity in size, scale, mass, bulk, height,
152 rhythm of openings and character. ~~Special consideration~~ Consideration shall be
153 given to a harmonious transition in height and design style so that the change in
154 zoning districts is not accentuated. Additional consideration shall be given to
155 complementary setbacks between the existing and proposed development.
- 156 15. *Consideration of future development.* In finding whether or not the above
157 standards are met, the review authority shall consider likely future development
158 as well as existing development.

159 d) *Buildings, generally.*

- 160 1. Buildings or structures which are part of a present or future group or complex
161 shall have a unity of character, style, integrity and design. Their architectural
162 style(s) shall be clearly expressed and detailed appropriately to vocabulary of
163 the style(s) and be of high quality in terms of materials, craftsmanship and
164 articulation. The relationship of building forms through ~~of~~ the use, texture and
165 color of material(s) shall be such as to create one (1) harmonious whole. When
166 the area involved forms an integral part of, is immediately adjacent to, or
167 otherwise clearly affects the future of any established section of the city, the
168 design, scale, height, setback, massing and location ~~of~~ on the site shall enhance
169 rather than detract from the character, value and attractiveness of the
170 surroundings. Harmonious does not mean or require that the buildings be the
171 same.
- 172 2. Buildings or structures located along strips of land or on a single site, and not a
173 part of a unified multi-building complex shall achieve as much visual harmony
174 and compatibility with the surroundings as is possible under the circumstances.
175 The overall building fenestration, orientation, rhythm, height, setback, mass and
176 bulk of an existing streetscape shall be respected. If a building is built in an
177 undeveloped area, ~~three-9~~ (3) nine primary requirements shall be met, including
178 honest design construction, proper design concepts, appropriate use of high-
179 quality materials, and appropriateness to compatibility with the overall character
180 of the city-, appreciation of location, respectful transition, activation of the
181 streetscape, building form(s) following proposed function(s) and overall
182 sustainability.

- 183 3. All façades visible to public or adjacent property shall be designed to create a
184 harmonious whole. Materials shall express their function clearly and not appear
185 foreign to the rest of the building. Facades shall have visual breaks every 75 feet
186 at a minimum. The breaks shall be setbacks of either 8” or 12” or more to create
187 reveal lines or step backs on the façade and to add rhythm. Buildings in Lake
188 Worth Beach typically have facades arranged in 25-foot or 50-foot increments.
189 Breaks in facades also may be achieved through the use of differing but
190 complementary and harmonious architectural styles. The massing elements of
191 each façade shall have a height to width ratio approximating the golden ratio of
192 1.618, either vertically or horizontally.
- 193 4. The concept of harmony shall not infer that buildings must look alike or be of the
194 same style. Harmony can be achieved through the proper consideration of
195 setback, floor to floor height, scale, mass, bulk, proportion, overall height,
196 orientation, site planning, landscaping, materials, rhythm of solids to voids and
197 architectural components including but not limited to porches, roof types,
198 fenestration, entrances, orientation and stylistic expression.
- 199 5. Look-alike buildings shall not be allowed unless, in the opinion of the ~~board~~
200 reviewing entity, there is sufficient separation to preserve the aesthetic character
201 of the present or evolving neighborhood. This is not to be construed to prohibit
202 the duplication of floor plans and exterior treatment in a planned development
203 where, in the opinion of the ~~board~~ reviewing entity, the aesthetics or the
204 development depend upon, or are enhanced by the look-alike buildings and their
205 relationship to each other.
- 206 6. Buildings, which are of symbolic design for reasons of advertising, unless
207 otherwise compatible with the criteria herein, will not be approved by the ~~board~~
208 reviewing entity. Symbols attached to the buildings will not be allowed unless
209 they are secondary in appearance to the building and landscape and are an
210 aesthetic asset to the building, project and neighborhood.
- 211 7. Exterior lighting may be used to illuminate a building and its grounds for safety
212 purposes, but in an aesthetic manner. Lighting is not to be used as a form of
213 advertising in a manner that is not compatible to the neighborhood or in a
214 manner that draws considerably more attention to the building or grounds at
215 night than in the day. Lighting following the form of the building or part of the
216 building will not be allowed if, in the opinion of the board, the overall effect will
217 be detrimental to the environment. All fixtures used in exterior lighting are to be
218 selected for functional as well as aesthetic value.
- 219 8. Building surfaces, walls, fenestration and roofs shall be compatible and in
220 harmony with the neighborhood.
- 221 9. "Take-out" or "pick-up" windows of retail or wholesale establishments shall not
222 be located on a building façade that faces a public right-of-way, unless they are
223 designed in such a manner as to constitute an aesthetic asset to the building
224 and neighborhood.
- 225 10. All exterior forms, attached to buildings, shall be in conformity to and secondary
226 to the building. They shall be an asset to the aesthetics of the site and to the
227 neighborhood.

- 228 11. All telephones, vending machines, or any facility dispensing merchandise, or a
229 service on private property, shall be confined to a space built into the building or
230 buildings or enclosed in a separate structure compatible with the main building,
231 and where appropriate and feasible, should not be readily visible from off-
232 premises.
- 233 12. Buildings of a style or style-type foreign to south Florida or its climate will not be
234 allowed. It is also to be understood that buildings which do not conform to the
235 existing or to the evolving atmosphere of the city, even though possessing
236 historical significance to south Florida, may not be approved.
- 237 13. No advertising will be allowed on any exposed amenity or facility such as
238 benches and trash containers.
- 239 14. Light spillage restriction. The applicant shall make adequate provision to ensure
240 that light spillage onto adjacent residential properties is minimized.
- 241 15. All buildings shall address both the public right of way and improve the overall
242 pedestrian experience through the inclusion of the following components:
- 243 a. clearly articulated entrances,
244 b. expanses of fenestration at the ground level,
245 c. provision of shade through porches, awnings, galleries, arcades and/or
246 loggias as well as other appropriate forms to the chosen architectural style(s),
247 d. integrated signage,
248 e. pedestrian scaled lighting,
249 f. buildings that define at least fifty percent (50%) of the street frontage, and
250 g. openings that approximate a golden ratio of 1.618.
- 251 16. All new buildings of 7,500 gross square feet or larger shall **strive to** incorporate
252 design principles, practices and performance standards to achieve the following
253 through a project proforma description and analysis prepared by the developer
254 and verified by an independent third party:
- 255 a. Overall 10% reduction in greenhouse emissions over the life of the building
256 as compared to industry standards,
257 b. Overall 10% reduction in carbon footprint during construction and operation
258 of the building as compared to industry standards,
259 c. Overall 20% reduction in refuse stream during construction and operation of
260 the building as compared to industry standards,
261 d. Overall utilization of at least 20% recycled materials and/or materials that are
262 recyclable,
263 e. Overall 20% reduction in water usage during operation of the building as
264 compared to industry standards,
265 f. Efficient use of natural resources through use reduction, reuse, reclamation,
266 and recycling.

267 g. Incorporation of design features and uses that support multi-modal
268 transportation options,

269 h. Incorporation of appropriate safety features to ensure the security and comfort
270 of both occupants and visitors,

271 i. Incorporation of amenities that are conducive to enhancing community pride
272 and social interaction, and

273 17. In addition to the items enumerated above, all new planned developments shall
274 strive to incorporate design elements, performance standards and/or
275 specifications to enhance the public's awareness and appreciation of the
276 community's commitment to the preservation and enhancement of the following
277 sustainability qualities, values and principles:

278 a. Cultural resources,

279 b. Historical resources,

280 c. Ecological/natural resources,

281 d. Diversity and inclusion,

282 e. Social justice,

283 f. Economic investment,

284 g. Neighborhood vitality,

285 h. Sense of place,

286 i. Education, and

287 j. Recreation.

288 e) Reserved.

289 f) *Signs.* The aesthetic quality of a building or of an entire neighborhood is materially
290 affected by achieving visual harmony of the signs on or about a surface as they relate
291 to the architecture of the building or the adjacent surroundings. In addition to the
292 mechanical limitations on signs imposed by Article 45, Supplemental Regulations,
293 the following aesthetic considerations must also be met:

294 1. The scale of the sign must be consistent with the scale of the building on which
295 it is to be placed or painted.

296 2. The overall effect of the configuration or coloring of the sign shall not be garish.
297 The colors shall not conflict with those of other signs already on the building or
298 in the immediate vicinity.

299 g) *Landscaping.* See Article 6 of these LDRs.

300 h) *Criteria for parking lots and vehicular use areas.*

301 1. Parking lots and other vehicular use areas are to be designed as an aesthetic
302 asset to a neighborhood and to the building, group of buildings, or facility they
303 serve. A parking lot is to be considered an outside space; a transitional space
304 that is located between access areas (such as roads) and the building, group of
305 buildings or other outside spaces which it serves. The parking lot, because it is
306 viewed from above as well as at eye level, should be designed accordingly.

- 307 2. Parking lots, vehicular use areas, and vehicles parked therein are to be
308 effectively screened from the public view and from adjacent property in a manner
309 that is attractive and compatible with safety, the neighborhood and the facility
310 served.
- 311 3. The responsibility for beautification and design of a parking lot is the same as
312 that which a homeowner has to his residential lot. The atmosphere within a
313 parking lot or vehicular use area is to be as pleasant and park-like as possible,
314 rather than a harsh stand of paving. Trees are of primary importance to the
315 landscape and are not to be minimized in either height or quantity. Trees impart
316 a sense of three-dimensional space in a relatively flat area. Trees cast shadows
317 that help to reduce the monotony of an expanse of paving and create a refuge
318 from the tropical sun. Signs designating entrances, exits and regulations are to
319 be of a tasteful design and shall be subject to review by the board. Consideration
320 may be given to use of pavement which is varied in texture or color to designate
321 lanes for automobile traffic, pedestrian walks and parking spaces. Brightly
322 colored pavement is to be used with restraint. In order to create a pleasant
323 atmosphere, it is recommended that consideration be given to sculpture,
324 fountains, gardens, pools and benches. Design emphasis is to be given to the
325 entrance and exit areas of the lot. Trash, refuse and unaesthetic storage and
326 mechanical equipment shall be screened from the parking lot.
- 327 4. Lighting is to be designed for visual effects as well as safety and resistance to
328 vandalism. Care should be taken not to create a nuisance to the neighborhood
329 from brightness or glare. Low lights in modest scale can be used along with
330 feature lighting emphasizing plants, trees, barriers, entrances and exits. The
331 fixtures are to be selected for functional value and aesthetic quality. Fixtures
332 should be regarded as "furniture of the parking lot" which are visible both day
333 and night.
- 334 5. Additional regulations for parking lots and vehicular use areas may be found in
335 Article 4, Supplemental Regulations.
- 336 i) *Required utilities.* All construction of sanitary sewer collection facilities and water
337 supply and distribution systems shall conform to the requirements of the Florida
338 Building Code as amended and the Lake Worth Utilities Department construction
339 standards, and the appropriate state governing agency. The water supply system
340 within the development shall conform to the City of Lake Worth's fire rescue services
341 provider requirements for fire protection.
- 342 j) *Design guidelines for major thoroughfares.* The design standards for major
343 thoroughfares may be adopted and amended from time to time by resolution of the
344 city commission, and shall apply to the following properties:
- 345 1. Property adjacent to Lake and Lucerne Avenues from the Intracoastal to
346 Interstate 95 and within the Old Town Historic District;
- 347 2. Lake Worth Road;
- 348 3. Property adjacent to H, J, K, L, and M Streets within the Old Town Historic
349 District;

- 350 4. Property adjacent to 10th Avenue North from the east side of Dixie Highway west
351 to Interstate 95;
- 352 5. Property adjacent to 6th Avenue South from the east side of Dixie Highway west
353 to Interstate 95;
- 354 6. Property adjacent to Federal Highway from the south city limit to the south
355 boundary of College Park; and
- 356 7. Property adjacent to Dixie Highway from the south city limit to the north City limit.

357 k) *Storefront window treatments.*

- 358 1. All windows or openings of buildings located within the city's zoning districts
359 including DT, MU-E, MU-FH, MU-DH, MU-W, TOD-E and TOD-W whereby the
360 interiors of such buildings can be observed from the public streets or sidewalks,
361 shall be treated or screened in the manner set forth below.
- 362 2. All windows or openings of vacant buildings or buildings under construction
363 located within all of the city's zoning districts including DT, MU-E, MU-FH, MU-
364 DH, MU-W, TOD-E and TOD-W, which windows or openings can be viewed from
365 the public streets and sidewalks and which expose the interiors of such
366 buildings, shall screen the vacant interior of the building in which they are
367 located.
- 368 3. Window treatment or screening may be achieved by either constructing within
369 the window or opening a pocket, equivalent in dimension to the dimension of the
370 window or opening itself, and forty (40) inches or more in depth, or hanging
371 curtains or utilizing interior shutters. The pocket shall be used for purposes of
372 screening the interior of the building, and to provide an attractive display for
373 those who can observe the window or opening from the streets or public
374 sidewalks of the town. This pocket shall be decorated by featuring displays of
375 the incoming tenant, or vignettes representing designs and merchandise of
376 existing city merchants. The window glass shall be clean both inside and outside.
377 It is advisable that the window shall be lighted at night.
- 378 4. All windows or openings of businesses that are operational, vacant or under
379 construction may not have storage materials, such as kitchen equipment,
380 alcoholic beverage containers, stacked furniture, debris or packing materials
381 visible from a public street or right-of-way. A window or opening of an operational
382 business will be decorated with merchandise or screened from view with curtains
383 or interior shutters.
- 384 5. Any storefront both vacant or operational that has more than twenty-five (25)
385 feet of frontage on a public sidewalk must provide a vignette display in at least
386 one-half ($\frac{1}{2}$) of its available window space.
- 387 6. Newspaper, printed paper or unpainted plywood will not be allowed in a window.
- 388 7. No windows or openings of storefronts will utilize a mirrored reflective film. Films
389 allowing light to pass through, but blocking ultraviolet light will be permitted. The
390 intent is that interior displays will be visible from the right-of-way.
- 391 8. An owner must comply with these specifications within seven (7) days of
392 vacancy of a storefront.

393 9. Penalties. Any owner of any building found to be in violation of this division shall
394 be subject to general penalties as provided by law or to the provisions of the
395 code enforcement board.

396 l) *Community appearance criteria.* The general requirements outlined in this section
397 are minimum aesthetic standards for all site developments, buildings, structures, or
398 alterations within the corporate limits of the city, except single-family residences.
399 However, additions to existing buildings and sites shall be subject to review by the
400 development review official for a determination regarding submission to the planning
401 and zoning board or historic resources preservation board for review. All site
402 development, structures, buildings or alterations to site development, structures or
403 buildings shall demonstrate proper design concepts, express honest design
404 construction, be appropriate to surroundings, and meet the following community
405 appearance criteria:

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

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

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

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

418 m) *Compliance with other requirements.* The requirements of this section are in addition
419 to any other requirement of the Code of Ordinances of the city, such as the building
420 code. Approval by the decisionmaking body of a given set of plans and specifications
421 does not necessarily constitute evidence of applicant's compliance with other
422 requirements of the city code.

423
424 **Section 4: Severability.** If any section, subsection, sentence, clause, phrase or
425 portion of this Ordinance is for any reason held invalid or unconstitutional by any court of
426 competent jurisdiction, such portion shall be deemed a separate, distinct, and
427 independent provision, and such holding shall not affect the validity of the remaining
428 portions thereof.

429
430 **Section 5: Repeal of Laws in Conflict.** All ordinances or parts of ordinances in
431 conflict herewith are hereby repealed to the extent of such conflict.

432
433 **Section 6: Codification.** The sections of the ordinance may be made a part of
434 the City Code of Laws and ordinances and may be re-numbered or re-lettered to
435 accomplish such, and the word "ordinance" may be changed to "section", "division", or
436 any other appropriate word.

438 **Section 7: Effective Date.** This ordinance shall become effective 10 days after
439 passage.

440
441 The passage of this ordinance on first reading was moved by Commissioner
442 Malega, seconded by Commissioner Stokes, and upon being put to a vote, the vote was
443 as follows:

- 444
- 445 Mayor Betty Resch
- 446 Vice Mayor Christopher McVoy
- 447 Commissioner Sarah Malega
- 448 Commissioner Kimberly Stokes
- 449 Commissioner Reinaldo Diaz

450
451 The Mayor thereupon declared this ordinance duly passed on first reading on the
452 20th day of September, 2022.

453
454
455 The passage of this ordinance on second reading was moved by
456 _____, seconded by _____, and upon being put to a vote,
457 the vote was as follows:

- 458
- 459 Mayor Betty Resch
- 460 Vice Mayor Christopher McVoy
- 461 Commissioner Sarah Malega
- 462 Commissioner Kimberly Stokes
- 463 Commissioner Reinaldo Diaz

464
465 The Mayor thereupon declared this ordinance duly passed on the _____ day of
466 _____, 2022.

467
468 LAKE WORTH BEACH CITY COMMISSION

469
470
471 By: _____
472 Betty Resch, Mayor

473
474 ATTEST:

475
476
477 _____
478 Melissa Ann Coyne, City Clerk
479



DATE: May 25, 2022

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

FROM: William Waters, Director Community Sustainability

MEETING: June 1 & June 8, 2022

SUBJECT: **Ordinance 2022-11:** Consideration of an ordinance amending Chapter 23 “Land Development Regulations,” Article 2 “Administration,” Division 3 “Permits,” Section 23.2-31 related to “Site Design Qualitative Standards.”

PROPOSAL / BACKGROUND/ ANALYSIS:

The subject amendment to the City’s Land Development Regulations (LDR) was drafted based on City Commission direction to staff to revise the site design qualitative standards to provide additional guidance, consistency, clarity and additional standards related to building design and sustainable performance. The City Commission also expressed a desire to ensure the design of new buildings would be of a high-quality architectural design that also would be respectful of the existing streetscape. The new building performance standards would require new buildings to exceed industry standards with regard to greenhouse emissions, carbon footprint and utilization of recycled materials as well as reductions in water and energy usage. New buildings also shall be required to incorporate design features that support multi-modal transportation, amenities that are conducive to enhancing community pride and social interaction, and safety features. Further, design elements, performance standards and/or specifications to enhance the public’s awareness and appreciation of the community’s commitment to the incorporation of sustainable qualities, values and principles as outlined in the ordinance on page 6.

Due to the complexity and comprehensive nature of the newly proposed sustainability requirements, an additional staff position or the use of outside consultants shall be required for the review of the proposed building performance standards.

The proposed amendments would amend the LDR in Chapter 23 of the City’s Code of Ordinances as follows:

- Article 2, Section 23.2-31 – Site Design Qualitative Standards

STAFF RECOMMENDATION:

Staff recommends that the Planning and Zoning Board and Historic Resources Preservation Board recommend that the City Commission adopt Ordinance 2022-11.

POTENTIAL MOTION:

I move to RECOMMEND/NOT RECOMMEND TO THE CITY COMMISSION **TO ADOPT** the proposed LDR text amendments included in Ordinance 2022-11.

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: Human Resources

TITLE:

Property and Insurance Services renewals with Brown & Brown Inc. and City insurance coverage for FY 2022-2023

SUMMARY:

This agreement will authorize the City's insurance broker Brown & Brown Inc., to bind several types of insurance on behalf of the City for fiscal year 2022-2023.

BACKGROUND AND JUSTIFICATION:

The State regulates self-insurer programs in order to protect outstanding liability of public entities. The City of Lake Worth Beach is self-insured and every one to three years, it rebids its insurance to ensure that it obtains the best premium possible. Brown & Brown Inc. has provided the City's insurance coverage at a cost of approximately \$1,409,421. This is an increase of \$172,527.00. The greater market rate increase is 10-20%, this increase reflects a 14% upsurge over thirteen (13) lines of coverage due to expected 2022/2023 high risk factors facing local municipality. This year, the City of Lake Worth Beach requested proposals from insurance brokers to provide the following types of insurance coverage to the city: Automobile Liability, Boiler and Machinery Coverage, Crime Coverage, Cyber and Privacy Insurance, Data Processing Equipment Coverage, Deadly Weapon Protection, Drone Liability, Excess Workers' Compensation Coverage, Fiduciary Liability, General Liability, Inland Marine Coverage, Pollution Coverage, Property Coverage, Public Officials Liability Coverage, Tenant Users Liability Insurance.

MOTION:

Move to approve/disapprove the one-year agreement with Brown & Brown Inc. and the City's insurance coverage for fiscal year 2022-2023.

ATTACHMENT(S):

Fiscal Impact Analysis
Agreement with Brown & Brown Inc.

PUBLIC SECTOR

**Insurance Proposal for Utilities Property,
Package, Aviation, Pollution, Fiduciary
(Firefighters Pension), Cyber, Public Officials
and TULIP (Special Events)**

October 1, 2022 to October 1, 2023

CITY OF LAKE WORTH BEACH



| | |
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Our Story



Brown & Brown, Public Sector is a proud member of the Brown & Brown family – an 83-year-old, publicly traded, Florida corporation currently ranked as the 5th largest insurance brokerage in the United States of America. Our Brown & Brown family is now more than 11,000 teammates, spanning from London to Los Angeles. Through our collaborative efforts, we design, place, and service more than \$20 Billion in annual insurance products. We passionately undertake these efforts on behalf of our clients – ranging from individuals and small businesses, to state governments and Fortune 500 companies.

The Brown & Brown, Public Sector team is a highly-specialized unit of insurance advisors 100% trained to deliver industry-leading services to public entities in the State of Florida. Since 1992, we have continuously refined that specialization and enhanced our services, while becoming the largest public entity brokerage in Florida. Our team provides Property & Casualty and Employee Benefits services to governments from Key West to the Panhandle and represents more than 200 clients.

We have proven over nearly three decades of service to local governments that we are a highly sophisticated and accountable team of insurance professionals, laser-focused on providing both world-class brokerage services and concierge-level support to our clients. We have built our reputation by empowering our governmental clients to outperform their industry peers, lower their cost of risk, and enhance their employee benefits programs - all while staying within their annual budgetary constraints. Our team is committed to serve those who serve the public – and provide superior service to our clients, their staff, and their employees.

An Introduction to Your Service Team

Account Executives

| | | |
|----------------------------------------------------------------------------|----------------|---------------------------------|
| Matt Montgomery Executive Vice President | (386) 239-7245 | Matt.Montgomery@bbrown.com |
| Robin Russell, ARM-P, CISR, CSRM Director of Operations | (386) 239-4044 | Robin.Russell@bbrown.com |
| Paul Dawson, ARM-P Senior Vice President / Public Risk Advisor | (386) 239-4045 | Paul.Dawson@bbrown.com |
| Michelle Martin, CIC Senior Vice President / Public Risk Advisor | (386) 239-4047 | Michelle.Martin@bbrown.com |
| Brian Cottrell, CIC, CRM Vice President / Public Risk Advisor | (386) 239-4060 | Brian.Cottrell@bbrown.com |
| Kyle Stoekel, ARM-P, CIC Public Risk Advisor | (386) 944-5805 | Kyle.Stoekel@bbrown.com |
| Victoria "Tori" Reedy Executive Coordinator | (386) 239-4043 | Tori.Reedy@bbrown.com |
| Nicholas "Nick" Van Nostrand Account Executive | (321) 214-2377 | Nicholas.VanNostrand@bbrown.com |

Service Representatives

| | | |
|-----------------------------------------------------------------|----------------|-----------------------------|
| Emily Bailey Public Risk Specialist | (386) 333-6085 | Emily.Bailey@bbrown.com |
| Melody Blake, ACSR Public Risk Specialist | (386) 239-4050 | Melody.Blake@bbrown.com |
| Christina Carter, CIC, CRM Public Risk Specialist | (386) 333-6069 | Christina.Carter@bbrown.com |
| Danielle Coggon, CIC, CISR Public Risk Specialist | (386) 239-4048 | Danielle.Coggon@bbrown.com |
| Schylar Howard Public Risk Specialist | (386) 265-6117 | Schylar.Howard@bbrown.com |
| Patricia "Trish" Jenkins, CPSR Public Risk Specialist | (386) 239-4042 | Trish.Jenkins@bbrown.com |
| Alexa Gray Public Risk & Claims Specialist | (386) 333-6068 | Alexa.Gray@bbrown.com |

Certificate Requests: 179.certificates@bbrown.com

Claim Reporting: 179.claims@bbrown.com

Our Service Team philosophy focuses on accountability at all levels of account management. Our goal is not simply to meet your service needs, but to exceed them. All the employees at Brown & Brown are dedicated to achieving this goal and distinguishing ourselves from the competition.

Preferred Governmental Insurance Trust (*Preferred*) Overview

Several hundred members and millions in premiums prove that the *Preferred* Governmental Insurance Trust® fulfills what Florida needs: an insurance program exclusively customized and dedicated to the public sector. *Preferred* stays on the forefront of specialized insurance for property, casualty and workers’ compensation because it is non-profit and self-governed with a membership comprised solely of Florida public entities.

Preferred’s history dates back to 1999. Its robust membership and financial strength, including consistent growth of surplus, stem from its conservative platform of managed risk. *Preferred* is just that: ***preferred*** for unmatched public entity experience, innovation, stability and personalized service.

| <i>Preferred</i> ’s Member Types | | |
|----------------------------------|----------------------|-------------------------------------|
| Municipalities | Counties | Special Districts |
| Public Schools | Charter Schools | Sheriff Departments |
| Housing Authorities | Aviation Authorities | Transit, Port & Utility Authorities |

| <i>Preferred</i> ’s Comprehensive Coverages | | |
|---------------------------------------------|--------------------------------|----------------------------|
| Property | Workers’ Compensation | General Liability |
| Automobile Liability | Automobile Physical Damage | Law Enforcement Liability |
| Public Officials Liability | Employment Practices Liability | Educators’ Legal Liability |

The Power of Groups and People

What does a specialized insurance trust do for you? In the case of *Preferred*, it gives you the purchasing power of a very large trust with billions of covered property values—far more financial negotiating power than a single public entity can muster. As a *Preferred* member, you are part of a formidable Florida insurance trust.

The trust also transfers risks from any one public entity to the larger group. This provides all members of the trust better rating structures with less volatility. *Preferred*’s sole focus on government ensures that members’ unique needs are met.

Underwriting and Administration

Behind *Preferred's* underwriting platform are decades of success built on integrity and market relationships. Our team of underwriters' vast insurance expertise enhances the actuarial and scientific data used to underwrite individual risks within the trust. Services delivered are both broad and precise. Reliability is assured. The administrator for *Preferred* is Public Risk Underwriters of Florida, Inc.® (PRU), Florida's premier public entity specialist of its kind. *Preferred's* claims administrator is PGCS Claim Services. With more than 25 years in claims experience, PGCS is Florida's foremost governmental third-party administration company.



Underwriting Highlights

- **Diverse risk financing options:** guaranteed cost, deductible, self-insured retention, all lines aggregate
- **Competitive premium discounts** based on favorable experience and sound safety practices
- **Flexibility of coverage design**, including mono-line or package basis
- **Dynamic financial analysis** conducted periodically to validate the trust's superior financial standing

Administration

- **General counsel, defense counsel and litigation services** by specialists in governmental law
- **Membership relations** for networking and professional development
- **Legislative Pulse newsletter** from Tallahassee-based law firm
- **Professional marketing** that guarantees local agent support, governmental knowledge and an ever-growing group of members
- **Preferred News**—a quarterly publication covering the spectrum of government insurance issues
- **State filing, accounting and independent CPA audited financials** as needed

Preferred's Expert Boards Know Your Business

Preferred is governed and guided by people working daily in all segments of Florida's public sector – from municipalities to counties to schools to special taxing districts.

The Board of Trustees is comprised of elected public officials who work wisely and diligently to set policy, keeping *Preferred* as the premier public entity insurer of its kind.

Preferred Claims Administration

Preferred Governmental Claim Solutions, Inc. ® (PGCS) is the premier governmental third-party claims administrator in the state of Florida and administers the claims for Preferred Governmental Insurance Trust (*Preferred*). Since its founding in 1956, PGCS has provided claims administration services exclusively to over 450 governmental entities including schools, cities, towns, counties, community development districts, and fire districts. Therefore, PGCS's adjusters are extremely qualified to handle governmental tort liability and public sector workers' compensation claims. They are experts at investigating and handling police and firefighters presumption claims. PGCS is sensitive to the politics involved in the handling of public entity claims.

PGCS's claims administration program consists of workers' compensation, general liability, bodily injury, personal injury, property, auto liability, auto physical damage, employment practices liability, school leaders/educators liability and public officials liability. Their claims staff has over 630 years of combined insurance experience and each has been with PGCS an average of 8 years. Claims are handled under strict supervision in accordance with the PGCS workers' compensation and liability claim handling procedure manuals and the PGCS claim best practices manual. A random sampling of each adjuster's claim files are audited on a monthly basis by a Quality Assurance Manager to ensure compliance.

PGCS provides their clients with a dedicated Subrogation Unit to pursue reimbursements from at-fault third parties. Their current recovery rate is fifty-nine (59) percent of the claim costs expended. PGCS also has a dedicated excess reporting and recovery unit for communication to and securing reimbursement from the excess and/or reinsurance carriers. In addition, PGCS provides a state-approved Special Investigation Unit (SIU) to prevent and pursue fraudulent claims. PGCS offers rewards up to \$10,000.00 for the arrest and conviction of persons committing workers' compensation fraud. This service is provided via a twenty-four hour seven day a week hotline.

PGCS utilizes the RiskMaster system for claims processing. This system captures a wide variety of data and allows the adjuster to enter an unlimited number of claim notes, process reserve changes, and issue claim payments. Customized reports can be obtained from PGCS's on-line system containing a multitude of data parameters that a client may choose to analyze. The system can be accessed by clients via their website at www.pgcs-tpa.com.

Communication with PGCS's clients is the cornerstone of their claims administration program. Professional adjusters, nurses, management, quarterly in-depth claim review meetings, 24/7 claim reporting, utilization of attorneys specializing in public entity defense, litigation management, and return to work programs are just a sample of how PGCS has set the standard for the industry.

PGCS is committed to partnering with their clients to provide professional and aggressive claim management programs. While they are recognized as the leader in the industry, PGCS is always striving to improve the quality of their programs and expand the services that they offer.

***Preferred* Safety and Risk Management Services**

The success of any public sector community is tied to its ability to protect and preserve its human physical assets. This basic premise serves as the cornerstone of an effective Safety Management program and underscores the importance of Safety and Risk Control to the community. *Preferred's* Safety and Risk Management Department is very aware of the valuable contribution a comprehensive safety and risk control program makes to the bottom-line of any organization.

At *Preferred*, Safety consultations originate with one basic thought—to recommend specific measures to minimize or eliminate the exposures that cause accidents. This does not mean that the workplace become no-risk utopias, but we expect our consultants to recommend measures to control and minimize all types of accidents, injuries and illnesses to our *Preferred* members' operations and premises.

Preferred is dedicated to meeting the challenge of the complex issues facing public sector organizations. Disarming these issues and converting them into solutions which work to the advantage of our goal. *Preferred's* approach to risk control incorporates the following elements:

- **Exposure Identification** – Assist management in determining areas where a chance of loss might exist through cause trend analysis, work site evaluations, and facility inspections.
- **Exposure Measurement and Loss Analysis** – Loss analysis and a review of the consequences of the exposures will be considered to develop alternative methods of control.
- **Determination and Selection of Appropriate Risk Control Methods** – Based on measurement and analysis, specific recommendations and/or custom designed risk control plan will be formulated. OSHA, as well as other Agency Standards will be applied and/or used as a “Best Practice” measure when designing and formulating safety and risk control plans.
- **Training and Safety Management Consulting** – After considering client needs specific services and/or training will be formulated and initiated to fit the client's need. Key Personnel or specialty consulting services with the knowledge and skills needed to meet those identified needs will be provided.
- **Additional Consulting Services Available** – Preferred's Safety & Risk Management has other services available that may benefit our clients. These services include security evaluations and review of existing safety and risk programs.

Preferred's Safety and Risk Management Department evaluates the unique needs to each client, ultimately designing a program that is capable of being integrated into the overall safety and risk control efforts of each client. *Preferred's* dedication to the problem-solving approach is the foundation of their Safety and Risk Management Service.

Company: ACE American Insurance Company
(Rated A++ XV by A.M. Best)

Starr Tech Participation: 100%

Form: Starr Tech benchmark form plus endorsements

Coverage: All Risk of direct physical loss or damage, covering Property Damage, Business Interruption, Extra Expense, and Boiler & Machinery

| Values (per schedule on file) | |
|----------------------------------|----------------------------|
| \$124,680,801 | Property Damage |
| No Coverage | Business Interruption |
| \$500,000 | Extra Expense |
| \$124,680,801 | Total Insured Value |

| Policy Limit of Liability | |
|---------------------------|--------------------|
| \$124,680,801 | Any One Occurrence |

Valuation

This company’s liability for loss under this policy for real and personal property (excluding stock) shall not exceed the smallest of the following amounts:

1. The amount of this policy.
2. The replacement cost of property or any part thereof, identical with property described herein, at the same location and intended for the same occupancy and use;
3. The amount actually and necessarily expended in repairing or replacing the property described herein, or any part thereof, at the same location, or another location, and intended for the same occupancy and use.
4. Actual Cash Value if the property is not repaired or replaced within 2 years.

Time Element Coverages: Actual Loss Sustained

Utilities Property

| Sublimits | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|
| Sub-limits are per occurrence unless shown otherwise. The sub-limits below are part of and not in addition to the Policy Limit of Liability. Sub-limits are 100% and are subject to Starr Tech percentage participation. | |
| \$25,000,000 | Earthquake/Earth movement, Annual Aggregate |
| No Coverage | California Earthquake/Earth Movement |
| \$5,000,000 | Flood (including storm surge) , Annual Aggregate |
| \$1,000,000 | Flood (Zones A & V and all subzones, including storm surge), Annual Aggregate |
| \$500,000 or 25% of the loss, whichever is greater | Debris Removal |
| \$250,000 | Demolition & Increased Cost of Construction |
| \$1,000,000 | EDP Equipment & Media |
| \$250,000 | Expediting Expense |
| \$500,000 | Extra Expense |
| \$250,000 | Hazardous Substances or Contaminents |
| \$1,000,000 | Newly Acquired Locations |
| NO Coverage | Service Interruption |
| \$1,000,000 | Transit |
| \$250,000 | Unnamed locations |
| \$250,000 | Valuable papers |

Utilities Property

Deductibles:

All deductibles listed below are per occurrence.

| | |
|-------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| Property Damage: | \$300,000 except |
| Flood (Zones A & V and all subzones, including Storm Surge): | 5% of the Property Damage Total Insurable Value of the units of insurance damaged in the Occurrence, subject to a minimum of \$250,000 |
| Wind (Named Storms): | 5% of the Property Damage Total Insurable Value of the units of insurance damaged in the Occurrence, subject to a minimum of \$250,000 |
| Dispatch Building & Utilies Office | \$100,000 |
| Water Treatment Plant/Reverse Osmosis Water Treatment Plant | \$50,000 |
| Time Element (including but limited to): | \$300,000 |
| Extra Expense: | 120 hours per occurrence |

As respects real and personal property, all claims for loss, damage or expense arising out of any one occurrence shall be adjusted as on claim and from the amount of each such adjusted claim there shall be deducted the sum stated on the Declaration Page. Deductibles for Property Damage and Time Element shall be applied separately.

Utilities Property

ADDITIONAL TERMS AND CONDITIONS:

1. Coverages and/or Extensions of Coverage not specifically mentioned, even though they may be outlined in your submission, are not included.
2. **This quotation is subject to change at any time prior to binding if any new losses not previously reported are incurred, whether from natural catastrophe or any other insured cause of loss and coverage cannot be bound prior to September 20, 2022.**
3. Business Interruption coverage is excluded.
4. 72 Hour Occurrence Definition applies to Wind, Flood, Earthquake and Riot.
5. No coverage provided for Steam Turbine Units S-1, S-2 and S-4 and associated boilers, feedwater, condensate, circulating water and auxiliary electrical equipment.
6. No coverage provided for substation and switchyard, including the TPTL transformers.
7. Transmission and Distribution lines, line transformers, towers and poles, equipment or apparatus connected therewith located beyond 1,000 feet of any insured premises are excluded.
8. Extra Expense coverage excludes the costs incurred in the generation, transmission, purchase, replacement, trading, or distribution of electrical power.
9. Premium does not include surcharges, taxes, & countersignature fees if any apply.
10. Premium to be paid in full within 30 days of inception.
11. The following Additional Endorsements will attach to and form part of the in-force Starr Tech Energy policy form:
 - a. Chubb Property Declarations
 - b. Common Policy Conditions
 - c. Commercial Property Conditions
 - d. OFAC Policyholder Notice
 - e. Energy Policy Declarations
 - f. Energy Property All Risk Insurance Policy
 - g. Accounts Receivable
 - h. Asbestos Exclusion
 - i. Biological or Nuclear Exclusion
 - j. California Earth Movement Exclusion
 - k. Designated Country or Region
 - l. Electronic Data/Media Exclusion
 - m. Electronic Data Processing Media with Extra Expense
 - n. Exclusion of Loss due to Virus, Bacteria, or microorganism that induce Physical distress, Illness or Disease
 - o. Extra Expense
 - p. Extra Expense Coverage Restriction
 - q. Mold, Fungus, Wet and Dry Rot and Bacteria Exclusion
 - r. Named Windstorm Definition
 - s. Political Risk Exclusion
 - t. Terrorism Endorsements per Table
 - u. Valuable Papers and Records
 - v. Wind
 - w. Policy Change Endorsement
 - x. Bridge Wording
 - y. Signatures
 - z. State Amendatory Notices
 - aa. Claims Notice

Property – Inland Marine

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

| Covered Property (Per Schedule Provided) | |
|------------------------------------------|-------------------------------------------|
| \$45,663,687 | Blanket Value Buildings and Contents |
| Special Property Coverages | |
| \$5,000,000 | Flood |
| \$5,000,000 | Earth Movement |
| \$5,000,000 | TRIA |
| Inland Marine (Per Schedule Provided) | |
| \$600,000 | Blanket Unscheduled Inland Marine*** |
| Included in Blanket | Communication Equipment*** |
| \$494,526 | Contractor’s / Mobile Equipment*** |
| Included in Blanket | Electronic Data Processing Equipment*** |
| Included in Blanket | Emergency Portable Service Equipment*** |
| Included in Blanket | Fine Arts*** |
| Included in Blanket | Other Inland Marine |
| \$100,000 | Rented, Leased or Borrowed Equipment◆◆ |
| Included in Blanket | Valuable Papers |
| \$17,780 | Watercraft, Not Including Hull Coverage** |

Deductibles: \$5,000 per Occurrence – Buildings and Contents, Earth Movement and TRIA

5% of TIV per Occurrence / Per Location for “Named Storm” subject to minimum of \$20,000 Per Occurrence. Location is defined by each itemized listing on the applicable schedule. Also applies to Inland Marine

\$5,000 any one occurrence for Flood, except:
Excess of maximum NFIP available whether purchased or not or 5% of the TIV at each affected location whichever is greater for Zones A & V

\$1,000 per Occurrence – Inland Marine

***Unscheduled items are subject to a maximum value of \$25,000 or less per item. Items valued above this amount must be scheduled.

**Watercraft, not exceeding 25 feet, coverage is not hull coverage. Limited to Specified Perils only, excluding collision with another object.

◆◆Unscheduled items are subject to a maximum value of \$250,000 or less per item, subject to the maximum per occurrence loss limit shown on the Inland Marine Schedule. Items valued above \$250,000 must be schedule.

Property – Inland Marine

“Named Storm” Definition: “...the direct action of wind, **including wind driven water and storm surge** when associated with or occurring in conjunction with a storm or weather disturbance which is named...” Wind driven water and storm surge loss are NOT subject to Flood Sublimit and are included to the blanket limits.

Flood coverage in zones A or V, or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a special flood deductible equal to all flood insurance available for such property under the NFIP, whether purchased or not or 5% of the Total Insured Value at each affected location whichever is greater. If such property is not eligible for the National Flood Insurance Program because the community in which the property is located does not participate in the NFIP, the Special Flood Deductible will be \$1,000,000 per insured location damaged in the flood occurrence or 5% of the Total Insured Value at each affected location whichever is greater.

Flood zones A will include, but not be limited to all the sub-classifications of AO, AH, AE, AR, A1 through A99, or any other sub-classification with the A prefix or designation. Flood zones V will include, but not be limited to all the sub-classifications of VO, VH, VE, VR V1 through V99, or any other sub-classification with the V prefix or designation. See policy form for special deductible restrictions.

Coverage:

1. Special form (formerly “All Risk”), subject to policy exclusions.
2. Replacement Cost applies to Buildings, Contents and EDP is subject to all terms and conditions of the coverage agreement the most we will pay for all loss, damage or costs in any one occurrence is the applicable limits of liability shown in the property declaration. **The blanket limit of coverage shown in the property declaration applies to all covered property unless a separate limit, lower limit or reduced amount of coverage is indicated elsewhere in the coverage agreement or in the property declaration.**
3. Inland Marine coverage paid at “Agreed Value” if the valuation type on the Inland Marine schedule is shown as agreed value; or the lesser of Actual Cash Value or 110% of the value reported on the schedule. See policy for complete details.
4. *Preferred* will pay for covered loss to your real property, inland marine or personal property:
 - a. At the location shown on the Schedule of the Declarations,
 - b. Property in the open within 1,000 feet of locations described in a. above,**
 - c. With respects to Inland Marine, at or away from your covered location.
5. No Coinsurance Clause.
6. Certain coverages subject to sub-limits stated in policy.
7. During the current coverage agreement period, there will be no charge for any new locations acquired after the inception date of the agreement. If the newly added location was owned or acquired prior to the inception date of the coverage agreement, then premium is due at the time the location is added.
8. The *Preferred* Property Program is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by *Preferred* on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence.
9. ***Preferred* will be appraising all property currently scheduled. At time of finalization of appraisal, building values are to be adjusted accordingly or Stated Value endorsement will be applied with immediate effect.**

Property – Inland Marine

| Sublimits of Coverage | |
|------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Sublimits apply as part of, and not in addition to, the overall Total Insured Values coverage limit. | |
| \$500,000 | Accounts Receivable, per occurrence |
| \$1,000,000 | Additional Expense |
| \$5,000 | Animals, annual aggregate |
| \$500,000 | Business Income |
| \$250,000, or 25% of loss whichever is greater | Debris Removal, per occurrence |
| \$1,250,000 | Demolition Cost, Ordinance & Increased Cost of Construction, per occurrence |
| \$250,000 | Errors and Omissions, per occurrence |
| \$5,000 | Expediting Expense, per occurrence |
| \$25,000 | Fire Department Charges, per occurrence |
| \$50,000 | Fungus Cleanup Expense, annual aggregate |
| \$25,000 Per Occurrence \$1,000 Max per Tree | Lawns, Plants, Trees and Shrubs, Excludes Wind (see policy form for additional restrictions) |
| \$2,000,000 | New Locations, per occurrence – 60 days from the date new location(s) is first purchased, rented or occupied, whichever is earlier. See policy for details. |
| \$50,000 | Personal Property of Employees, per occurrence |
| \$50,000 | Pollution Cleanup Expense, annual aggregate |
| \$250,000 | Preservation of Property, per occurrence |
| \$20,000 | Professional Fees, per occurrence |
| \$150,000 | Property at Miscellaneous Unnamed Locations |
| \$10,000 | Recertification, per occurrence |
| \$100,000 | Service Interruption Coverage, per occurrence |
| \$250,000 | Transit, per occurrence |

Property – Inland Marine Major Exclusions

Property **Not** Covered includes but not limited to:

1. Animals, water, land including land on which the property is located, shrubs, trees, lawns, growing crops, or standing timber, except under conditions described in the “Extensions of Coverage” section of the policy.
2. Aircraft.
3. Property you sold under conditional sale, trust agreement, installment payment, or other deferred payment plan after such property has been delivered to the customer.
4. Caves, caverns, mines or any type, or any property contained within them.
5. Currency, money, notes or securities.
6. Dams, dikes or levees.
7. Contraband or property in the course of illegal transportation or trade.
8. Property covered under import or export ocean cargo policies.
9. Property you transport as a common carrier.
10. Property shipped by mail, unless sent registered or certified.
- 11. Watercraft unless loss is from a specified peril and scheduled on the inland marine schedule.**
12. Vehicles licensed or designed for highway use, unless shown on the Property Declaration, Extensions of Coverage item U, and then no coverage for any **over the road coverage**, or collision with another vehicle or object. The AOP deductible applies per occurrence and in the event of a Named Storm the Named Storm deductible applies per vehicle rather than per location. This coverage is paid at actual cash value at time of loss.
13. Bulkheads, docks, piers, wharves, retaining walls, boardwalks or underwater conduits from: freezing and thawing; impact of watercraft; waves, or debris driven by waves; pressure or weight of ice or water, whether driven by wind or not; or sinking or settling.
14. Electrical or communication lines, towers, and poles you own that are not located on a “covered location” insured under this policy.
15. Personal property of volunteers.
16. Underground pipes, unless loss is from a specified peril.
17. If building has been vacant for more than 90 consecutive days before a loss or damage, the following perils will be excluded: Vandalism, Sprinkler leakage, unless the system has been protected against freezing, building glass breakage, water damage, theft or attempted theft.

Excluded Risks of Direct Physical Loss include but not limited to:

1. War, invasion, acts of foreign enemies, hostilities or war like operations, civil war, rebellion, revolution, insurrection, civil commotion, military, usurped power, or any act of terrorism
2. Biological or Chemical Materials
3. Electronic Data or Electronic Date Recognition Exclusion
4. Asbestos
5. Damage caused by electronic currents artificially generated.
6. Pollution, except as provided under “Extensions of Coverage”
7. Building ordinance enforcement or Government action
8. Nuclear reaction
9. Utility failure
10. Fungus, except as provided under “Extensions of Coverage”
11. Any offshore oil well or oil shipping/tanker incident and the ensuing oil spill

Equipment Breakdown

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

Covered Equipment: Covered Property built to operate under vacuum or pressure, other than weight of contents, or used for the generation, transmission or utilization of energy.

| Coverage | Limit |
|-----------------------------------------------------------------------------|--------------|
| Property Damage / Loss of Business Income / Additional Expense per accident | \$45,663,687 |
| Water Damage | \$1,000,000 |
| Ammonia Contamination | \$1,000,000 |
| Hazardous Substance Coverage | \$1,000,000 |
| Utility Interruption (24 Hour Waiting Period) | \$2,000,000 |
| Spoilage Damage | \$250,000 |
| Ordinance or Law | \$1,000,000 |
| Expediting Expenses | \$1,000,000 |
| Data or Media | \$250,000 |
| Fungus, Wet Rot, Dry Rot | \$15,000 |

Deductibles: Same as Property – Building and Contents
24 Hours – Utility Interruption

Crime

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

Limits of Liability and Coverage:

| Coverage | Limit | Deductible |
|-----------------------------------------------------|-----------|------------|
| Employee Dishonesty, Including Faithful Performance | \$500,000 | \$25,000 |
| Forgery or Alteration Coverage | \$500,000 | \$25,000 |
| Theft, Disappearance and Destruction Coverage | | |
| Inside | \$500,000 | \$25,000 |
| Outside | \$500,000 | \$25,000 |
| Computer Fraud Coverage (Including Funds Transfer) | \$500,000 | \$25,000 |

Notes of Importance:

1. Employee dishonesty coverage is excluded for those employees required by law to be individually bonded.

General Liability

Term: October 1, 2022 to October 1, 2023
Company: Preferred Governmental Insurance Trust (*Preferred*)
Form: Occurrence

| Coverage | Limit | Self Insured Retention |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------------|
| General Liability | | |
| Bodily Injury and Property Damage, per Occurrence | \$1,000,000 | \$200,000/\$300,000 |
| Personal Injury and Advertising Injury, per Person/Occurrence | Included | |
| Products/Completed Operations, Aggregate | Included | |
| Fire Damage, per Occurrence | Included | |
| Medical Payments | \$5,000 | |
| Employee Benefits Liability, per Occurrence | \$1,000,000 | |
| Sublimits | | |
| Vicarious Law Enforcement Liability, per Occurrence | \$1,000,000 | Same as General Liability |
| Principle of Eminent Domain Including Inverse Condemnation, "Bert J. Harris, Jr., Private Property Rights Protection Act" per Occurrence / Annual Aggregate. | \$100,000 | |
| Sewer Backup and Water Damage: Non-Negligent Claims | \$10,000/\$200,000 | |
| Negligent Claims. | \$200,000/\$200,000 | |
| Herbicide and Pesticide, per Occurrence | \$1,000,000 | |

Additional Coverages Included:

1. EMT/Paramedic Professional Services
2. Premises Operations
3. "Insured" Contracts
4. Host Liquor Liability
5. Broad Form Property Damage Subject to \$2,500 Personal Property of Others Sublimit
6. Watercraft Liability (under 52 feet). See policy form for limitations
7. Limited Worldwide Coverage
8. Failure to Supply Water
9. Communicable Disease (Correctional Facilities and Health Care Facilities - \$300,000 Limit)

Notes of Importance:

1. Premium is not audited.
2. Defense Costs are paid in addition to policy limits.
3. In the event an occurrence, accident or offense continues beyond the policy period, the applicable deductible would apply separately to each policy period in which the occurrence, accident or offense was committed or was alleged to have been committed.
4. Limits of Liability are subject to Florida Statute 768.28.
5. SIR applied to money damages and claims expenses (including investigation, adjustment and defense costs).

General Liability

Exclusions, include but not limited to:

- Expected or intended injury
- Contractual Liability
- Liquor Liability
- Workers' Compensation and similar laws
- Employer's Liability
- Pollution
- Aircraft, Auto or Watercraft
- Mobile Equipment
- War
- Damage to Your Property, Product or Work
- Damage to Impaired Property or Property Not Physically Injured
- Recall of Products, Work or Impaired Property
- Racketeering
- Law Enforcement, except for vicarious liability arising out of an act or omission by a law enforcement agency that is not owned, operated or controlled by the "Covered party" if there is a contract with an outside agency to provide law enforcement for your entity.
- Asbestos, Mold, Fungi, or Bacteria
- Liability arising out of or caused or contributed to by any ownership, maintenance, operation, use, loading, unloading or control of or responsibility for any airfield, airport, aircraft, runway, hangar, building or other property or facility designed for, used, connected, associated or affiliated with or in any way related to aviation or aviation activities; this exclusion does not apply to premises exposure for those common areas open to the public including but not limited to parking areas, sidewalks, and terminal buildings.
- Failure or inability to supply or any interruption of any adequate quantity of power, steam, pressure, or fuel
- Subsidence, erosion or earth movement.
- Hospital / Clinic Medical Malpractice or Health Care Facilities
- Professional Health Care Services, but not including emergency medical services for first aid performed by emergency medical technicians, paramedics or Medical Director while in the course and scope of their duties.
- ERISA
- Actual or alleged illegal discrimination
- Injunctive, declaratory or equitable relief
- Actual or alleged deterioration, bursting breaking, leaking, inadequacy, design of, control of, maintenance of, or any other alleged responsibility for any structure device, or water course, natural or man-made, including, but not limited to: dams, reservoirs, levees, banks, embankments, gates, canals, ditches, gutters, sewers, aqueducts, channels, culvert, retaining walls, drains, tanks, watershed, or drains, a purpose of which is the containing, carrying, impeding, channeling, diverting, or draining of water or other liquid. Does not apply only as to the bursting or failure of man-made sewer, storm water, grey water or potable water supply pipes owned and maintained by Covered Party.
- Sexual abuse after initial discovery

Deadly Weapon Protection

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made

| Deadly Weapon Protection – Claims Made Retroactive Date: 10/1/2019 | | |
|------------------------------------------------------------------------------|-------------|------------------|
| Coverage | Limit | Deductible |
| Deadly Weapon Event (Including Claims Expenses), per event | \$1,000,000 | \$0 Per Event |
| Deadly Weapon Protection – Sublimits | | |
| Business Interruption | Included | \$0 Per Event |
| Demolition, Clearance, and Memorialization, per event | \$250,000 | |
| Extra Expense, per event | \$250,000 | |
| Crisis Management | Included | |
| Property Damage Extension, per event | Included | |
| Counseling Services, per event | \$250,000 | |
| Funeral Expenses, per event | \$250,000 | |
| Claims Expenses | Included | |
| Medical Expense, per person | \$25,000 | |
| Accidental Death & Dismemberment, per person | \$50,000 | |

Notes of Importance:

1. **Coverage limited to scheduled locations only.**
2. Premium is not audited.
3. Defense Costs are paid within the policy limits.
4. Deductible does not apply to claims expense.

Any Event that occurs at a Location which has been specifically leased or loaned by the City to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, MUST BE reported to AND APPROVED by *Preferred* PRIOR to event. The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

Deadly Weapon Protection

Exclusions include but are not limited to:

- Loss of market, income or use at the property physically lost or physically damaged.
- Confiscation, nationalization, requisition, destruction or damage to property by any authority.
- Criminal, dishonest, fraudulent or malicious conduct by the Covered Party.
- Negligent act, error, omission, misstatement, misleading statement, neglect or breach of duty by the Directors or Officers
- Euthanasia.
- Explosive devices unless used in conjunction with a Deadly Weapon Event.
- Vehicle not defined as a Road Vehicle;
- Weapon mounted (or designed to be mounted) on a vehicle;
- Weapon, device or substance delivered by an airborne weapon delivery system including, but not limited to, fixed wing aircraft, helicopter or drone.
- Injury or death to employees of the Covered Party, except for Crisis Management Services, Counselling Services, and Funeral Expenses endorsed by Extension to this Coverage Agreement.
- Claim or Claims made by, or on behalf of, any Assailant(s).
- Use or operation, as a means for inflicting harm, of any computer, computer system, computer software program, malicious code, computer virus or process or any other electronic system.
- Nuclear, Chemical, Biological, Bio-Chemical, Electromagnetic or Radioactive Weapons.
- Mental injury or mental anguish related claim where no actual Bodily Injury has occurred to the claimant.
- Covered Party's recklessness or deliberate misconduct.
- Mercy Killing(s).
- Covered Party except for employee while they are a recipient of Business Services being provided by the Covered Party.
- Pollutant or Contaminant.
- Goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by the Covered Party.
- Property Damage in respect of property:
 - owned, leased, rented or occupied by the Covered Party.
 - in the care, custody or control of the Covered Party or the care, custody or control of any person under contract with the Covered Party.
- Punitive or exemplary damages, sanctions or any additional damages resulting from the multiplication of compensatory damages.
- Strikes, labor unrest, riots or civil commotion.
- Suicide.
- War, invasion, acts of foreign enemies, hostilities or warlike operations, civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of, or amounting to, an uprising, military power.

Deadly Weapon Protection

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Automobile Liability and Physical Damage

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

| Coverage | Limit | Symbol | Self Insured Retention |
|----------------------------------------------------------------------|--------------|--------|------------------------|
| Automobile Liability (Based on 193 Vehicles) | | | |
| Primary Bodily Injury and Property Damage Liability – Combined Limit | \$1,000,000 | 1 | \$200,000/\$300,000 |
| Personal Injury Protection | Statutory | 5 | \$0 Per Person |
| Medical Payments | Not Included | 2 | N/A |
| Uninsured Motorist | Rejected | 2 | N/A |

Coverage and Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Hired and non-owned liability is included.
3. Limits of Liability are subject to Florida Statute 768.28.

Automobile Liability and Physical Damage

Description of Covered Auto Designation Symbols:

| SYMBOL | = | DESCRIPTION |
|----------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | = | ANY "AUTO" |
| 2 | = | ALL OWNED "AUTOS" ONLY. Only those "autos" you own and or lease (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This also includes all those "autos" you acquire ownership of after the coverage agreement begins. |
| 3 | = | OWNED PRIVATE PASSENGER "AUTOS" ONLY. Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the coverage agreement begins. |
| 4 | = | OWNED "AUTOS" OTHER THAN PRIVATE PASSENGER "AUTOS" ONLY. Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the coverage agreement begins. |
| 5 | = | OWNED "AUTOS" SUBJECT TO NO-FAULT. Only those "autos" you own and or lease that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged. |
| 6 | = | OWNED "AUTOS" SUBJECT TO A COMPULSORY UNINSURED MOTORIST LAW. Only those "autos" you own and or lease that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the coverage agreement begins provided they are subject to the same state uninsured motorists requirement. |
| 7 | = | SPECIFICALLY DESCRIBED "AUTOS". Only those "autos" described in ITEM THREE of the Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in ITEM THREE). |
| 8 | = | HIRED "AUTOS" ONLY. Only those "autos" you hire rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your employees or partners or members of their households. |
| 9 | = | NONOWNED "AUTOS" ONLY. Only those "autos" you do not own, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your employees or partners or members of their households but only while used in your business. |

Excess Workers' Compensation

Term: October 1, 2022 to October 1, 2023

Insurer: Preferred Governmental Insurance Trust (*Preferred*)

| Contract Terms | Option 1: |
|---------------------------|-------------------------------------|
| Liability Period | 10/1/2022 – 10/1/2023 |
| Payroll Reporting Period | 10/1/2022 – 10/1/2023 |
| Payroll | \$20,894,772 |
| Self-Insured Retention | \$500,000 |
| Specific Limit | Statutory |
| Employers Liability Limit | \$1,000,000/\$1,000,000/\$1,000,000 |

Notes of Importance:

1. TPA Fees are not included in this proposal.
2. State taxes and assessments are not included in the premium and are the responsibility of the insured.
3. **If TPA is other than PGCS, first dollar TPA losses required on a quarterly basis.**
4. **Certification of Servicing for Self-Insurers form filed with the State of Florida (SI-19) must be received PRIOR to binding excess WC**
5. Final premium subject to payroll audit.

Option 1

**Public Officials Liability/Employment Practices Liability
(Information Subject to change)**

Term: October 1, 2022 to October 1, 2023

Company: ACE American Insurance Company
(Rated A++ XV by A.M. Best)
Admitted

Limit of Liability:

| Public Officials Liability / Employment Practices Liability | | |
|-------------------------------------------------------------|-------------|------------|
| Coverage: | Limit: | Retention: |
| Annual Aggregate | \$1,000,000 | \$100,000 |
| Each Wrongful Act | \$1,000,000 | |
| Crisis Management Fund | \$25,000 | |

Form: Claims Made

Retroactive Date: Full Prior Acts

Extended Reporting Period: 12 months for 100% of last annual premium

The following Endorsements will be added to the basic contract(s); Policy Form Number: PF-23535 / PF-23536 (01/08)

- Signatures CC-1K11j (03/21) - (All States except Ohio)
- Notice Amended Endorsement PF-33468 (02/11)
- Trade Or Economic Sanctions Endorsement PF-46593 (08/15) - Florida
- Network Security or Privacy Exclusion PF-37210 (02/12)
- False Claims Act Exclusion PF-38981 (01/13)
- Bonds Exclusion PF-27923 (08/09)
- Public Entity Liability Enhancement Endt PF-308205 (10/20)
- Limits of Liability Amended – Payment of Claims Expenses Reduces the Limits of Liability PF -299861 (04/20)

TRIA Endorsements added to basic contract(s):

- Policyholder Disclosure Notice of Terrorism Insurance Coverage TR-19606e (08/20)

Policy Addendums:

- U.S. Treasury Department’s Office Of Foreign Assets Control (“OFAC”) Advisory Notice to Policyholders PF-17914a (04/16)
- Chubb Producer Compensation Practices & Policies ALL-20887a (03/16)

Claims Made Policy: When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Option 2

Public Officials Liability/Employment Practices Liability

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: **POL/EPLI:** Claims Made – Duty to Defend

| Coverage | Limit | Self Insured Retention |
|----------------------------------------------------------------------------|-------------|------------------------|
| Public Officials Liability Retroactive Date: Full Prior Acts | | |
| Per Claim | \$1,000,000 | \$100,000 |
| Employment Practices Liability Retroactive Date: Full Prior Acts | | |
| Per Claim | \$1,000,000 | \$100,000 |
| Sublimits | | |
| Employee Pre-Termination Legal Consultation Services | | |
| Per Employee | \$2,500 | |
| Aggregate | \$5,000 | |
| Non-Monetary Claims Defense Costs, Aggregate | \$100,000 | |

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. SIR applied to money damages and claims expenses (including investigation, adjustment and defense costs)
3. Broadened definition of “Who is an Insured.”
4. Limits of Liability are subject to Florida Statute 768.28.

Public Officials Liability/Employment Practices Liability

Exclusions, include but not limited to:

- Criminal Acts
- Non-Monetary relief except as provided in the Supplementary Payments
- Bodily Injury, Personal Injury, Property Damage, Advertising Injury
- Damages arising out of Inverse Condemnation, Eminent Domain, Temporary or Permanent taking, Adverse Possession, Dedication by adverse Use, Condemnation Proceedings, or claims brought under Florida Statute 70.001 the “Bert J. Harris Jr., Private Property Rights Protection Act” or any similar claim by whatever named called.
- War, Invasion, Acts of foreign enemies, hostiles or warlike operations, strike, lock-out, riot, civil war, rebellion, revolution, insurrection or civil commotion
- Failure to effect and maintain insurance
- Fiduciary Liability
- Pollution
- Workers’ Compensation, Employers Liability and similar laws
- Nuclear
- ERISA of 1974, any similar state or local laws, and any rules and regulations promulgated thereunder and amendments thereto.
- Infringement of copyright, trademark, plagiarism, piracy or misappropriation of any ideas or other intellectual property
- Contractual Liability
- Health Care Professional or Health Care Facilities
- Prior and Pending claims
- Workers’ Adjustment and Retraining Notification Act, OSHA, RICO, or ADA
- Law Enforcement Activities
- Insured vs. Insured
- Bonds, Taxes or Construction contracts
- Collective Bargaining Agreements
- Capital Improvement to make property more accessible or accommodating to disabled persons
- Punitive Damages
- Return or improper assessment of taxes, assessments, penalties, fines, fees
- Activities of any attorney-at-law, medical personnel, architect, engineer or accountant, in the scope of their professional duties, except for claims made against them as Public Officials or Employees
- Media Wrongful Act
- Access or Disclosure of Confidential or Personal Information and Data-related Liability

Public Officials Liability/Employment Practices Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, upon payment of up to 200% of the expiring premium, to purchase an Optional Extended Reporting Period, for the period of 12 months following the effective date of the cancellation or nonrenewal, but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Option 1
Cyber Liability

Term: October 1, 2022 to October 1, 2023

Company: ACE American Insurance Company
(Rated A++ XV by A.M. Best)

Form: Claims Made

| Cyber Enterprise Risk Management Policy | | | |
|-----------------------------------------------------------|------------------------------------------------|-------------------------------------------------|-------------------------------------------------------|
| Maximum Single Limit of Insurance | | \$1,000,000 | |
| Maximum Policy Aggregate Limit of Insurance | | \$1,000,000 | |
| First Party Insuring Agreement | Limit of Liability Each Claim/Aggregate | Retention / Waiting Period Each Incident | Cyber Incident Response Coach |
| Cyber Incident Response Fund | | | |
| Standard Cyber Incident Response Team | \$1,000,000 | \$100,000 | \$100,000 |
| Non-Panel Response Provider | \$250,000 | \$100,000 | \$100,000 |
| Business Interruption Loss and Extra Expense | \$1,000,000 | \$100,000 / 10 Hour | N/A |
| Contingent Business Interruption and Extra Expense | N/A | N/A | N/A |
| Unscheduled Providers | \$1,000,000 | \$100,000 | N/A |
| Scheduled Providers | N/A | N/A | N/A |
| Digital Data Recovery | \$1,000,000 | \$100,000 | N/A |
| Network Extortion | \$1,000,000 | \$100,000 | N/A |
| Third Party Liability Insuring Agreement | Limit of Liability Each Claim/Aggregate | Retention Each Claim | Retro Date / Pending or Prior Proceedings Date |
| Cyber, Privacy and Network Security Liability | \$1,000,000 | \$100,000 | Full Prior Acts / 1-23-20 |
| Payment Card Loss | \$500,000 | \$100,000 | Full Prior Acts / 1-23-20 |
| Regulatory Proceedings | \$1,000,000 | \$100,000 | Full Prior Acts / 1-23-20 |
| Electronic, Social and Printed Media Liability | \$1,000,000 | \$100,000 | Full Prior Acts / 1-23-20 |

Cyber Liability

Cyber Other Terms and Conditions:

| Coverage | Limit | Retention | Coinsurance |
|-----------------------------------------------|-------------|-----------|-------------|
| Ransomware Encounter | \$1,000,000 | \$100,000 | 0% |
| Widespread Severe Known Vulnerability Exploit | \$1,000,000 | \$100,000 | 0% |
| Widespread Software Supply Chain Exploit | \$1,000,000 | \$100,000 | 0% |
| Widespread Severe Zero Day Exploit | \$1,000,000 | \$100,000 | 0% |
| All Other Widespread Events | \$1,000,000 | \$100,000 | 0% |

Notices, Forms, & Endorsements (include but are not limited to):

| Form # | Edition Date | Title |
|------------|--------------|---------------------------------------------------------------------------------------------------------------------|
| PF-48169 | 02/19 | Chubb Cyber Enterprise Risk Management Policy |
| 1701 | 02/91 | Cyber Services Solutions |
| ALL-20887a | 03/16 | Chubb Producer Compensation Practices & Policies |
| PF-17914A | 04/16 | U.S. Treasury Department’s Office of Foreign Assets Control (“OFAC”) Notice |
| TR-19606e | 08/20 | Policyholder Disclosure Notice of Terrorism Insurance Coverage |
| PF-17993a | 05/06 | Notice to Policyholders |
| PF-46593 | 08/15 | Trade or Economic Sanction Endorsement - Florida |
| ALL-39822 | 04/13 | Notice to Our Florida Property and Casualty Policyholders Guidelines for Loss Control Plans |
| PF-45354 | 02/19 | Cap on Losses from Certified Acts of Terrorism |
| CC-1K11j | 03/21 | Signatures Endorsement |
| PF-48285 | 02/19 | Amendatory Endorsement - Florida |
| PF-48155 | 02/19 | Additional Insured-Blanket Pursuant to a Contract- Cyber ERM |
| PF-48275 | 02/19 | Non-Malicious Computer Act – System Failure – Business Interruption and Contingent Business Interruption - Sublimit |
| PF-49501 | 02/19 | Preventative Shutdown |
| PF-54812 | 06/21 | General Amendatory Endorsement |
| PF-54814 | 06/21 | Ransomware Encounter Endorsement |
| PF-54815 | 06/21 | Widespread Event Endorsement |
| PF-50959 | 02/19 | Failure to Supply Exclusion |
| PF-56230 | 12/21 | Coordination of Coinsurance, Retention, and Limits of Insurance |
| PF-56258 | 02/22 | Musical Work or Composition Exclusion Endorsement |

Cyber Liability

Coverage Overview:

The following coverages are available but may not be included in this proposal:

Third-Party Liability Coverage

- Cyber, Privacy and Network Security Liability – Failure to protect private or confidential information of others, and failure to prevent a cyber incident from impacting others’ systems.
- Payment Card Loss – Contractual liabilities owed as a result of a cyber incident.
- Regulatory Proceedings – Defense for regulatory actions and coverage for fines and penalties.
- Media Liability – Copyright and trademark infringement within scope of defined media content.

First-Party Coverage

- Cyber Incident Response Fund – Legal fees, forensics, notification costs, credit monitoring, public relations, etc.
- Business Interruption – Loss of profits and expenses from interruptions of insured’s systems; and with Contingent Business Interruption, adds losses from interruptions of others’ systems.
- Digital Data Recovery – Costs to restore or replace lost or damaged data or software, and extra expense.
- Telephone Toll Fraud – Costs incurred as phone bill charges due to fraudulent calling.
- Network Extortion – Payments to prevent digital destruction / impairment and extra expense.

Cyber Crime (By Endorsement)

- Computer Fraud – Third party accessing insured’s computers to take money.
- Funds Transfer Fraud – Third party tricking a bank into transferring funds from insured’s account.
- Social Engineering Fraud – Third party tricking an employee into transferring money.

Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

ACE provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 90 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Public Entity shall have the right, within thirty (30) of the effective date of the cancellation or nonrenewal, to purchase an Optional Extended Reporting Period for up to three (3) years upon payment of an additional premium amount of up to:

- 100% of the expiring premium for the period of 12 months
- 150% of the expiring premium for the period of 24 months
- 175% of the expiring premium for the period of 36 months

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Option 2
Cyber Liability

Term: October 1, 2022 to October 1, 2023

Company: Preferred Governmental Insurance Trust (*Preferred*)

Form: Claims Made – Duty to Defend

| Cyber Liability Retroactive Date: 10/1/2011 | | |
|----------------------------------------------------------------------|-----------------------|-------------------|
| Coverage | Limit | Deductible |
| Policy Limit – Annual Aggregate | \$2,000,000 | Per Below |
| Third Party Liability Coverage | | |
| Privacy & Security Liability, each claim | \$2,000,000 | \$25,000 |
| Media Content Services Liability, each claim | \$2,000,000 | \$25,000 |
| PCI DSS, sublimit | \$1,000,000 | \$25,000 |
| First Party Liability Coverage | | |
| Cyber Extortion & Ransomware, each claim | \$500,000 | \$25,000 |
| Data Breach & Crisis Management, each claim | \$2,000,000 | \$25,000 |
| Data Recovery, each claim | \$2,000,000 | \$25,000 |
| Business Interruption / Extra Expense, each claim | \$2,000,000 | \$25,000/12 Hr. |
| Cyber Crime, refer to form for sublimits – Annual Aggregate | \$250,000 | \$25,000 |
| Social Engineering Financial Fraud* | \$250,000 | \$25,000 |
| Funds Transfer Fraud | \$100,000 | \$25,000 |
| Invoice Manipulation | \$100,000 | \$25,000 |
| Utility Fraud, refer to form for sublimits – Annual Aggregate | \$100,000 | \$25,000 |
| Crypto Jacking | \$100,000 | \$25,000 |
| Telecommunications Fraud | \$100,000 | \$25,000 |
| System Failure – BI/EE, sublimit | \$1,000,000 | \$25,000/12 Hr. |
| Dependent Business Interruption – System Failure, BI/EE, sublimit | \$1,000,000 | \$25,000/12 Hr.. |
| Bricking Coverage, sublimit | \$500,000 | \$25,000 |
| Consequential Reputation Loss Period of Restoration | \$500,000 6 Months | 12 Hours |

*Social Engineering Financial Fraud – Coverage shall only apply if you verify the instruction to transfer money or securities by following a pre-arranged callback or other established procedural method to authenticate the validity of the request prior to acting upon any transfer instructions.

Cyber Liability

Notes of Importance:

1. Defense Costs are paid in addition to policy limits.
2. Deductible does not apply to claims expense.

Exclusions, include but not limited to:

- Deliberate Acts / Personal Profit
- Prior Acts
- Bodily Injury / Property Damage
- Employment Practices
- Ownership
- Covered Party vs. Covered Party
- ERISA/Securities
- Pollution
- Contractual except when assumed under contract
- Guarantees
- Advertising
- Business Practice
- Patent
- Privacy
- Governmental Action
- Software Responsibility
- Act of God
- Recover of Profits, Royalties and Fees
- RICO
- Trade Secrets
- War
- Infrastructure Failure electrical, mechanical, Internet, telecommunication, cable or satellite failure, fluctuation or outage not under the operational control of the Insured, however caused, including any electrical power interruption, short circuit, surge, brownout or blackout, however this exclusion shall not apply to a telecommunications fraud event.
- Governmental Orders any court order or damaged requiring the Covered Party to provide law enforcement, any administrative, regulatory or judicial body or any other governmental authority access to personally identifiable information, protected health information, or confidential business information.
- Over-Redemption price discounts, prizes, awards, coupons, or any other valuable consideration given in excess of the contracted or expected amount.

Cyber Liability

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

Preferred provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 60 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Optional Extended Reporting Period – The Covered Party shall have the right to purchase an Optional Extended Reporting Period for up to 6 years following the effective date of the cancellation or nonrenewal, as shown below:

- Option 1 – 100% for 1 Year
- Option 2 – 150% for 2 Years
- Option 3 – 175% for 3 Years
- Option 4 – 250% for 6 Years

but only for Claims first made during the Optional Extended Reporting Period and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Pollution Liability

Term: October 1, 2022 to October 1, 2023

Company: Indian Harbor Insurance Company
(Rated A XV by A.M. Best)

Form: Claims Made

Retroactive date: 5/1/2001 – Various Locations
Various – Storage Tanks

| Coverage | Limit | Self-Insured Retention |
|---------------------------------------------------------------------------------------------------------|---------------------|------------------------|
| Aggregate Limit | \$10,750,000 | \$50,000 |
| Legal Expense Aggregate Limit of Liability (in addition to the Aggregate Limit of Liability) | \$1,075,000 | |
| Your Location Coverage Retroactive Date: Please refer to attached policy form EVPRL015a | | |
| Your Location Limit of Liability for each Pollution Condition | \$3,000,000 | \$50,000 |
| Your Location Aggregate Limit of Liability | \$10,750,000 | Each Condition |
| Emergency Remediation Expense | | |
| Emergency Remediation Expense Limit of Liability for each Pollution Condition | \$500,000 | \$50,000 |
| Emergency Remediation Expense Aggregate Limit of Liability | \$500,000 | Each Condition |
| Contingent Transportation Coverage | | |
| Contingent Transportation Limit of Liability for Each Pollution Condition | \$3,000,000 | \$50,000 |
| Contingent Transportation Aggregate Limit of Liability | \$10,750,000 | Each Condition |
| Non-Owned Disposal Site Retroactive Date: 11/11/2011 | | |
| Non-Owned Disposal Site Limit of Liability for each Pollution Condition | \$3,000,000 | \$50,000 |
| Non-Owned Disposal Site Aggregate Limit of Liability | \$10,750,000 | Each Condition |

Pollution Liability

Coverage Form & Endorsements include but not limited to:

| Form Description | Form Number |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| Coverage Form | EVPRLCP 0419 |
| Your Location(s) Schedule | EVPRL001a 0820 |
| Retroactive Date(s) for Specific Your Location(s) | EVPRL015a 0622 |
| Additional Coverages for Municipalities | EVPRL070a 1220 |
| Legionella Coverage | EVPRL317a 0820 |
| Asbestos and Lead-Based Paint Exclusion Amendment | EVPRL411a 0419 |
| PFAS Exclusion for Specific Your Locations(s) | EVPRL433a 1220 |
| State of Florida Coverage for Certified Acts of Terrorism, Subject to Cap and Coverage for Other Acts of Terrorism Committed Within the United States (if accepted) | EVPRL930a-FL 0419 |
| Exclusion of Certified Acts of Terrorism, and Terrorism Committed Outside of United States (if rejected) | EVPRL931a 0419 |
| Financial Responsibility Endorsement for Aboveground and/or Underground Storage Tank(s) – Single State | EVPRL941b 0820 |
| State of Florida Storage Tank Financial Assurance Endorsement for Releases from Aboveground and/or Underground Storage Tank(s) for Covered Location(s) in the State of Florida Only | EVPRL949a 0820 |

Pollution and Remediation Legal Liability

Covered Locations

- Municipal Golf Course, One 7th Avenue N., Lake Worth, FL 33460
- Master Pump Station, 2nd Ave. & Golfview Dr., Lake Worth, FL 33460
- Repump Station, 1910 2nd Ave. N, Lake Worth, FL 33461
- Public Works, 1749 3rd Ave. S, Lake Worth, FL 33460
- Public Safety Complex, 120 N. G St., Lake Worth, FL 33460
- Water Treatment Plant, 301 College St., Lake Worth, FL 33460
- South Water Booster Station, 1600 S.E. St., Lake Worth, FL 33460
- North Water Booster Station, 22nd Ave. N. & N. D St., Lake Worth, FL 33460
- Floridan Well F-1, 517 College St., Lake Worth, FL 33460
- Floridan Well F-2, 1502 Lake Osborne Dr., Lake Worth, FL 33460
- Lift Station, 6300 Old Congress Rd., Lake Worth, FL 33460
- City Hall, 7 N. Dixie Hwy., Lake Worth, FL 33460
- Power Plant, 117 College St., Lake Worth, FL 33460

Aboveground and/or underground storage tank(s) schedule

| UST/AST | Covered Location | Tank Size (gallons) |
|----------------|------------------------------------------------------------------------|----------------------------|
| AST | Municipal Golf Course One 7th Ave. N Lake Worth, FL 33460 | 2 - 1,000 |
| AST | Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460 | 10,000 |
| AST | Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460 | 2 - 2,000 |
| AST | Master Pump Station 2nd Ave. & Golfview Dr. Lake Worth, FL 33460 | 1,450 |
| AST | Repump Station 1910 2nd Ave. N Lake Worth, FL 33460 | 1,500 |
| AST | Public Works 1749 3rd Ave. S Lake Worth, FL 33460 | 3 - 275 |
| AST | Public Safety Complex 120 N. G. St. Lake Worth, FL 33460 | 1,000 |
| AST | Water Treatment Plant 301 College St. Lake Worth, FL 33460 | 6,000 |

| UST/AST | Covered Location | Tank Size (gallons) |
|----------------|----------------------------------------------------------------------|----------------------------|
| AST | Water Treatment Plant 301 College St. Lake Worth, FL 33460 | 8,000 |
| AST | Water Treatment Plant 301 College St. Lake Worth, FL 33460 | 1,000 |
| AST | Water Treatment Plant 301 College St. Lake Worth, FL 33460 | 4 - 4,500 |
| AST | Water Treatment Plant 301 College St. Lake Worth, FL 33460 | 3 - 2,256 |
| AST | Water Treatment Plant 301 College St. Lake Worth, FL 33460 | 2 - 2,400 |
| AST | Water Treatment Plant 301 College St. Lake Worth, FL 33460 | 2 - 6,770 |
| AST | South Water Booster Station 1600 S.E. St. Lake Worth, FL 33460 | 1,470 |

| | | |
|-----|---------------------------------------------------------------------------------------------|------------|
| AST | North Water Booster Station 22 nd Ave. N. & N. D. St. Lake Worth, FL 33460 | 1,470 |
| AST | Floridian Well F-1 517 College St. Lake Worth, FL 33460 | 500 |
| AST | Floridian Well F-2 1502 Lake Osborne Dr. Lake Worth, FL 33460 | 500 |
| AST | Lift Station 6300 Old Congress Rd. Lake Worth, FL 33460 | 3,100 |
| AST | City Hall 7 N. Dixie Hwy. Lake Worth, FL 33460 | 290 |
| AST | Power Plant 117 College St. Lake Worth, FL 33460 | 395,000 |
| AST | Power Plant 117 College St. Lake Worth, FL 33460 | 126,000 |
| AST | Power Plant 117 College St. Lake Worth, FL 33460 | 2 – 28,000 |
| AST | Power Plant 117 College St. Lake Worth, FL 33460 | 2 – 20,000 |
| AST | Power Plant 117 College St. Lake Worth, FL 33460 | 2 – 15,600 |
| AST | Power Plant 117 College St. Lake Worth, FL 33460 | 3 – 5,000 |
| AST | Power Plant 117 College St. Lake Worth, FL 33460 | 2,200 |
| AST | Power Plant 117 College St. Lake Worth, FL 33460 | 950 |

Important notes:

1. Policy limits do not annually reinstate.
2. Covered pollution conditions must commence after the retro date of this policy and before the end of the policy period.
3. No flat cancellation allowed. Policy is subject to 25% minimum earned premium.
4. Premium quoted includes Loss Control/Risk Management Support Service Fee.
5. This insurance is issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.

Claims Made Policy:

When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

Extended Reporting Periods:

XL provides the following Extended Reporting Periods options in the event coverage is cancelled or non-renewed:

Automatic Extended Reporting Period – continued coverage granted for a period of 90 days following the effective date of termination or nonrenewal, but only for Claims first made during the 60 days and arising from Wrongful Acts taking place prior to the effective date of the termination or nonrenewal.

Fiduciary Liability – Firefighters Pension Trust Fund

Term: October 1, 2022 to October 1, 2023

Company: Markel American Insurance Company
(Rated A XV by A.M. Best)

Form: Claims Made

Prior and Pending Proceeding Date 10/1/2012

Limits of Liability: \$1,000,000 Limit of Liability for all Loss (Aggregate)

\$200,000 Voluntary Compliance Program Expenditure Sub-Limit: Aggregate Limit of Liability for all Voluntary Compliance Program Expenditures (included within and not in addition to the maximum Aggregate Limit of Liability set forth in Item 04(a) of the Policy Certificate

Deductible: \$0 Each Claim

| Policy Form & Endorsements: | Form Number: |
|--------------------------------------------------------------------|--------------------|
| Governmental Fiduciary Liability Insurance Claims-Made Policy Form | GOV-1000 – 11/2014 |
| Trade or Economic Sanctions | MIL 1214 (09/17) |
| Cap on Losses From Certified Acts of Terrorism | TRIA (06/15) |
| Florida Amendatory Endorsement | GOV-FL (06/15) |
| Removal of Statutory Indemnification Endorsement | GOV-003 (05/19) |
| Renewal Guarantee | GOV-004 (03/21) |
| Specific Matter Exclusion | GOV-043 (06/15) |
| Modification Endorsement | GOV-054 (05/16) |

Claims Made Policy:
When a policy is on a claims-made basis, coverage triggers based on the actual filing date or receipt of the claim, in addition to the date of loss or injury. It handles any insured loss or claim filed during the policy period, regardless of when the actual loss or injury occurred, subject to the retroactive date on the declarations. Claims-made coverage applies only to covered losses that occur after the retroactive date.

TULIP General Liability

Term: October 1, 2022 to October 1, 2023

Company: Markel Insurance Company
(Rated A (Excellent) by A.M. Best)

Form: ISO Occurrence Form (04/13) with broadening coverage endorsement

Limits of Liability:

General Liability

| | |
|----------------------------------------|-------------|
| General Aggregate | \$5,000,000 |
| Products / Completed Operation Agg | \$1,000,000 |
| Each Occurrence Limit | \$1,000,000 |
| Personal Injury and Advertising Injury | \$1,000,000 |
| Damage to Rented Premises | \$1,000,000 |
| Medical Expense Limit | \$ 5,000 |

Deductible: \$0 per Occurrence

Business Description: Tenant users of select facilities of the City of Lake Worth Beach

Named Insured:

Sports, Leisure & Entertainment Risk Purchasing Group and its member tenant users, City of Lake Worth who have enrolled in the insurance program and have been approved by the company and for which an appropriate premium has been paid and to whom a certificate of insurance has been issued.

Conditions:

A \$2,500 gross deposit is required to bind coverage for this program. Event premiums will be deducted from this deposit payment. The deposit payment must be replenished to \$2,500 when the balance of the deposit payment reaches \$500. The working gross deposit must be received to endorse any further events to the policy. A positive deposit must exist for coverage to be extended to any event. Coverage can be bound upon receipt of the down payment and the signed acceptance of this enrollment form.

TULIP General Liability

General Liability Costs:

The cost per tenant user/per event is based on the total attendance at the event. The total attendance is to be determined by counting all persons attending each session and/or each day of the event. An event is considered 10 (ten) consecutive days or less. Non-consecutive event days are to be considered separate events. Cost include a \$15 Annual Risk Purchasing Membership Fee. The minimum premiums per event are:

| Total Attendance | Class 1 – Private Invitation | Class 2 – Open to the Public |
|-------------------------|-------------------------------------|-------------------------------------|
| 200 or less | \$ 155.00 | \$ 185.00 |
| 201 - 750 | \$ 185.00 | \$ 215.00 |
| 751 – 1,500 | \$ 255.00 | \$ 330.00 |
| 1,501 – 3,000 | \$ 445.00 | \$ 565.00 |

Additional Insureds:

- MGL 1239 – Blanket Additional Insured (when required by valid contract or agreement)
- CG 2011 Managers or Lessor of Premises- As requested and endorsed-City of Lake Worth Beach
- CG2026 Managers or Lessor of Premises- City of Lake Worth
- CG2026 Designated Person or Organization – as requested and endorsed-owners and/or Lessors of Premises, Sponsors or Co-Promoters – blanket additional insured form

Eligible Operations:

To be eligible under this program the tenant user of the facility must meet the following criteria:

- Maximum total attendance of 3,000 or less for any one event
- Maximum number of consecutive event days (not including set-up and tear-down) is 10. Event days are to be consecutive.
- Event is held at a single location.
- Event is held at City of Lake Worth Beach facilities on file with company (Casino Building and Beach Complex; Osborne Community Center, Normal J Wimbley Gymnasium, Barton and Howard Pavilion, Cultural Plaza, Bryan South Pavilion and Sunset A&D Pavilion)

The following operations are eligible for this program. Please note that this is not a complete list, please contact for eligibility.

Class 1 – Private Invitation Events:

Achievement celebrations; Anniversary parties; Award banquets or presentations; Baby showers; Banquets; Baptisms; Bar mitzvahs or bat mitzvahs; Birthday parties; Business dinners, lectures, seminars, meetings, parties or banquets; Celebrations (holiday); Charity or fundraising events (auction, benefit, dance, dinner); Debuts or debutante balls; Dinners, luncheons or showers; Graduation parties; Lectures; Meetings (clubs or business); Memorial services; Parties (retirement, house, anniversary, engagement or graduation); Quinceañeras, Recitals (dance or musical); Reunions (class, family or military); Seminars; Social gatherings or receptions; Wedding ceremonies, showers, receptions or rehearsal dinners

Class 2 – Open to the Public Events:

Auctions (property or real estate); Bingo games (for charity/fundraising only); Car, RV or boat shows (static displays only); Celebrations (holiday); Charity events (auction, benefit, dance or dinner); Concert-other than rap, hip-hop, heavy metal/screamo or techno/electronic; Conventions; Fraternity or sorority events (alumni association off site event that have been approved by us); Festivals or fairs (harvest, craft, ethnic, job or art); Flea market or swap meet; Graduation ceremonies; Lectures or workshops; Pageants; Picnics (no on or in water activity); Religious events; Reunions (class, family or military); Rummage sales; School band or drill team competitions; School carnivals (no inflatables/rides); Shows (animals-arena setting only, antique, art, baby, boat, business, consumer, craft or fashion); Speaking engagements; Walking Tours (garden, holiday, parade of homes, historical site)

Ineligible Operations:

Activist rallies/marches/protests; Air shows/events; Animal obedience training; Any event and/or concerts - involving rap, hip-hop, heavy metal/screamo or techno/electronic music; Any events held at multiple locations; Any events held on airport premises; Any events honoring national and/or local celebrities or professional athletes; Any event involving an organized athletic events/competitions; Any events with over 3,000 in attendance; Any events held outside the United States; Any events involving in or on water activities; Any event/activities involving motorized vehicles, except static vehicle shows/auctions or car washes (for charity fundraising only) , Balloon festival; Battle reenactments; Bonfires; Cannabis related events; Christmas tree sales/lots; Cinematography or photography events for commercial use; Circuses; Color party or foam party or raves; Dance competitions; Food eating contests; Fraternity or sorority events (except alumni association off-site events that have been approved by K&K); Geocaching events; Gun and/or knife shows; Haunted attractions/events; Health fairs or expositions; Hunting, fishing and hiking events; Mazes (corn, hay or fence); Parades or an event involving a parade; Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chunkin events; Rodeos, Séances; Shooting events/activities (skeet/trap/clay/guns); Tailgating events (unless reported prior and approved by K&K); Tractor pulls; Union meetings; Walks/running events

Commercial General Liability Broadening Coverages: Form SRPG115

1. *Extended Property Damage – Expected or Intended injury resulting from use of reasonable force to protect persons or property*
2. *Non-owned watercraft – extended to 58 feet*
3. *Property Damage To Borrowed Equipment - \$10,000 each occurrence*
4. *Property Damage To Customers’ Goods - \$10,000 each occurrence*
5. *Broadened Coverage – Damage to Premises Rented to You – definition expanded*
6. *Property Damage from Elevator Use*
7. *Personal and Advertising Injury From Televised Or Videotaped Material (if not professionally produced)*
8. *Medical Personnel - \$100,000 Any One Person*
9. *Broadened Definition of Insured – Newly acquired or formed organization for up to 180 days*
10. *Supplementary payments - \$2,500 bail bonds, \$500 a day loss of earnings*
11. *Knowledge or Notice of Occurrence*
12. *Unintentional Failure to Disclose All Hazards*
13. *Waiver Of Transfer Of Rights Of Recovery Against Others To Us (Waiver Of Subrogation)*
14. *Mental Anguish Resulting From Bodily Injury*

15. Broadened Definition Of Mobile Equipment

16. Additional coverages:

- *Emergency Real Estate Cons. Fee - \$25,000*
- *Identify Theft Exposure - \$25,000*
- *Key Individual Replacement Cost - \$50,000*
- *Lease Cancellation Moving Expense - \$2,500*
- *Temporary Meeting Place - \$25,000*
- *Terrorism Travel Reimbursement - \$25,000*
- *Workplace Violence Counseling - \$25,000*

Notable Exclusions: (state variations may apply)

- Commercial General Liability Standard Exclusions
- Cap on Losses from Certified Acts of Terrorism
- Communicable Disease Exclusion
- Abuse, Molestation or Exploitation
- Asbestos
- Lead
- Nuclear Energy
- Sexually Transmitted Disease
- Unmanned Aircraft
- Employment Related Practices
- Cyber Incident, Data Compromise, and Violation of Statutes Related to Personal Data
- Silica or Silica-Related Dust Exclusion
- Fungi or Bacteria
- Total Pollution with a Building Heating, Cooling & Dehumidifying Equipment Exception and Hostile Fire Exception
- Fireworks
- E-commerce Consulting
- Operations of concessionaires, exhibitors, and/or events at your event
- Petting zoos
- Room and board liability/overnight camping
- Specified Recreational Activities – *Aircraft/Hot Air Balloon: Airport; Amusement Devices (the ownership, operation, maintenance or use of any; mechanical or non-mechanical ride, slide, water slide, any inflatable recreation device, any bungee operation or equipment, any vertical device or equipment used for climbing either permanently affixed or temporarily erected or dunk tank. Amusement device does not include any video arcade or computer games or structures that are not designed to bounce on, slide on, ride on or tunnel through); Animal (injury or death to any animal, or Injury, death or property damage caused by any animal owned, rented or hired by you); Haunted Attraction; Rodeo (any rodeo activity including, but not limited to, bronco or bull riding, steer roping, team roping, barrel racing or horseback riding); Snowmobile: The ownership, operation, maintenance, use, “loading or unloading” of any snowmobile.*

- Designated Operations: *Activist rallies/marches/protests; Air shows/events; Animal obedience training; Any event and/or concerts - involving rap, hip-hop, heavy metal/screamo or techno/electronic music; Any events held at multiple locations; Any events held on airport premises; Any events honoring national and/or local celebrities or professional athletes; Any event involving an organized athletic events/competitions; Any events with over 3,000 in attendance; Any events held outside the United States; Any events involving in or on water activities; Any event/activities involving motorized vehicles, except static vehicle shows/auctions or car washes (for charity fundraising only); Battle reenactments; Bonfires; Cannabis related events; Christmas tree sales/lots; Cinematography or photography events for commercial use; Circuses; Color party or foam party or raves; Food eating contests; Fraternity or sorority events (except alumni association off-site events that have been approved by K&K); Geocaching events; Gun and/or knife shows; Haunted attractions/events; Health fairs or expositions; Hunting, fishing and hiking events; Mazes (corn, hay or fence); Parades or an event involving a parade; Political events (except private fundraising auctions, benefits, dances, dinners); Pumpkin chunkin events; Rodeos, Séances; Shooting events/activities (skeet/trap/clay/guns); Tailgating events (unless reported prior and approved by K&K); Tractor pulls; Union meetings; Walks/running events*

Notable Endorsements (subject to state variations):

o Changes – Master Policy

o Earned Premium – 100% at inception

o Event Provision- coverage applies only to those event(s) reported to, approved by, and on file with us. Notwithstanding the specific event date(s) reported, approved and on file, activities that are part of the set-up and tear-down required for the event are considered part of the insured event.

UNMANNED AIRCRAFT

Term: October 1, 2022 to October 1, 2023

Company: GLOBAL AEROSPACE
 American Alternative Insurance Corporation - 59.24%
 American Commerce Insurance Company - 10.00%
 National Indemnity Company of the South - 18.39%
 Tokio Marine America Insurance Company - 12.37%

Form: Occurrence

Limits of Liability: \$1,000,000

Covered Territory: The Contiguous United States, Mexico, Canada, And The Bahama Islands

Covered Use: Aerial Photography, Survey Or Transmission Line Inspection

Limits of Liability:

| Coverage | Limit | Deductible |
|-------------------------------------------------------------|--------------|------------|
| Liability | \$1,000,000 | |
| Medical Expense | \$5,000 | |
| Bail Bonds | \$5,000 | |
| Fire Legal | \$100,000 | |
| Contractual Liability | Policy limit | |
| Product Liability arising out of sale of scheduled aircraft | Policy Limit | |
| Personal Injury | \$1,000,000 | |
| Physical Damage Deductible in Motion | | 5% |
| Physical Damage Deductible NOT in Motion | | 5% |

Schedule of Aircraft

| Aircraft Make | Hull Value |
|-----------------------------------------|------------|
| 2020 DJI Inspire 2 T650A | \$10,250 |
| 2020 DJI Innovations Mavic 2 Enterprise | \$2,636 |
| | |

UAS Payload

| Make | Value | Deductible |
|--------------------|---------|------------|
| Zenmuse X5S FC6520 | \$2,049 | 10% |

UNMANNED AIRCRAFT cont'd

War, hi-jacking and other perils Physical Damage Coverage for Drones, Ground Equipment and Payload are INCLUDED

Also includes Liability arising from:

- occasioned by or in consequence of war hi-jacking and other perils
- the operation of UAS you rent/lease/borrow for periods of less than 30 days
- UAS operated on your behalf by others

Approved Pilots for Scheduled Aircraft:

The policy shall not apply while a scheduled aircraft is in flight unless the pilot in command is approved by the Named Insured and appropriately licensed for the flight being conducted.

Endorsements (Includes but not limited to):

| | | |
|------|------------------------------------------------------------|---------------------------------------|
| E041 | Electronic Data Event Liability Exclusion | |
| A121 | Additional Insured | |
| A125 | Amendment of Defined Terms | |
| C022 | Limited Liability War Exclusion Limited Coverage | |
| C023 | Limited Physical Damage War Exclusion Limited Coverage | |
| C025 | Electronic Date Recognition Exclusion Limited Coverage | |
| C036 | Expenses for Medical Services | \$5,000 each occurrence |
| C039 | Liability for Sale of Aircraft, Aircraft Parts or Services | |
| C054 | Terrorism (TRIA) Coverage - Hull & Liability | |
| C061 | Aviation Personal And Advertising Injury Liability | \$1,000,000 each occurrence/aggregate |
| C064 | Premises Coverage | |
| C066 | Fire Legal Liability | \$100,000 each occurrence |
| C095 | Expanded Contractual Liability Endorsement | |
| C097 | Payload Physical Damage Endorsement | |
| N004 | Non-Owned Aircraft Liability - UnManned Aircraft System | |
| D004 | TRIA Disclosure | |
| S018 | Florida Amendatory | |

Premium Recapitulation
Page 1 of 3

| | <u>Annual Premium</u> | <u>Check Option</u> | |
|----------------------------------------|-----------------------|-------------------------------------|--------------------------|
| | | <u>Accept</u> | <u>Reject</u> |
| Preferred Package | | | |
| Property including Equipment Breakdown | \$258,599.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Inland Marine | \$3,290.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Crime / Employee Dishonesty | \$1,382.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| General Liability | \$60,985.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Deadly Weapon Protection* | Included | | |
| Automobile Liability | \$27,890.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Excess Workers Compensation | \$71,660.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Package Payment Plan: | Annual | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

***Deadly Weapon Protection Coverage:** Any Event that occurs at a Location which has been specifically leased or loaned by the City to any other entity or individual to host a permitted event planned and ticketed for more than 15,000 attendees over the duration of the event, **MUST BE reported to AND APPROVED by Preferred PRIOR to event.** The Trust may, at their discretion, charge an additional premium and/or impose additional conditions specifically for that event.

All lines of coverage must be accepted in order to bind coverage with Preferred.

| | | | |
|-------------------------------------------|----------------------------|-------------------------------------|-------------------------------------|
| Utility Property | | | |
| Premium | \$800,000.00 | | |
| Engineering Fee | \$7,000.00 | | |
| FIGA Surcharge | \$16,000.00 | | |
| Total Premium | \$823,000.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <i>Optional - Certified Terrorism</i> | \$13,968.00 (Plus fees) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <i>Optional - Non-Certified Terrorism</i> | \$1,552.00 (Plus fees) | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Premium Recapitulation
Page 2 of 3

| | <u>Annual Premium</u> | <u>Check Option</u> | |
|---------------------------------------------------------|--------------------------------------|-------------------------------------|-------------------------------------|
| | | <u>Accept</u> | <u>Reject</u> |
| Public Officials Liability | | | |
| <i>Option 1 - Ace American Ins. Co</i> | Not to Exceed \$60,000.00 | | |
| <i>Option 2 - Preferred</i> | \$69,227.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Cyber Liability | | | |
| <i>Option 1: Ace American Premium</i> | \$66,795.00 | | |
| FL State Surcharge | \$1,335.91 | | |
| Total Premium | <hr/> \$68,130.91 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <i>Option 2: Preferred</i> | \$39,780.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Pollution Liability | \$42,218.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| <i>Optional - Terrorism</i> | \$422.18 | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Fiduciary Liability (Firefighters Pension Trust) | | | |
| Premium | \$5,845.00 | | |
| FL State Surcharge | \$117.00 | | |
| Total Premium | <hr/> \$5,962.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| Tenant Users Liability Insurance Program (TULIP) | \$2,500.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Premium Recapitulation
Page 3 of 3

| | <u>Annual Premium</u> | <u>Check Option</u> | |
|------------------------|-----------------------|-------------------------------------|--------------------------|
| | | <u>Accept</u> | <u>Reject</u> |
| Drone Liability | | | |
| Premium | \$2,871.00 | | |
| FL State Surcharge | \$57.00 | | |
| Total Premium | <hr/> \$2,928.00 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

I authorize Brown & Brown to request the underwriters to bind coverage on the items indicated above and acknowledge receipt of the Compensation and Financial Condition Disclosure(s) provided in this proposal.

(Signature)

(Name & Title)

(Date)

Notes of Importance:

1. Quotes provided in the proposal are valid until 10/01/2022. After this date terms and conditions are subject to change by the underwriters.
2. *Preferred* is not subject to the Florida Insurance Guaranty Act, in the event it becomes unable to meet its claims payment obligations. However, insured is named on excess of loss policies.
3. Some of the Carriers of the *Preferred* excess of loss policies are issued pursuant to the FL Surplus Lines laws. Entities insured by surplus lines carriers do not have the protection of the FL Insurance Guaranty Act to the extent of any right of recovery for the obligation of an insolvent, unlicensed insurer.
4. Quote is subject to review and acceptance by *Preferred* Board of Trustees.
5. Premiums are subject to change if all lines of coverage quoted are not bound. **Premiums are subject to 25% minimum premium upon binding.**
6. Not all coverages requested may be provided in this quotation.
7. Flood quotes from NFIP may be available. Please advise your agent if you have property located in zones A or V and would like to have separate NFIP quotes.
8. Property values are based on information supplied by you. You should have reviewed your property schedule and as you deem necessary have appraisals done to verify your reported values are accurate based on current market conditions.
9. The Trust requires all Members to maintain valid and current certificates of workers' compensation insurance for all work performed by persons other than its employees.
- 10. With the exception of Workers' Compensation, the total premium is due within 30 days of inception. Premium financing can be arranged if needed.**
11. Quote is not bound until written orders to bind are received from the insured and the Trust and Company subsequently accepts the risk.
12. Should signed application reveal differing details/data than original application received, the entire quote/binder is subject to revision and possible retraction.
13. Higher limits of liability may be available. Please consult with your agent.
14. This proposal is based upon exposures to loss made known to the Brown & Brown. Any changes in exposures (i.e. new operations, new acquisitions of property or change in liability exposure) need to be promptly reported to us in order that proper coverage may be put into place.
- 15. This proposal is intended to give a brief overview. Please refer to coverage agreements for complete information regarding definition of terms, deductibles, sub-limits, restrictions and exclusions that may apply. In the event of any differences, the policy will prevail.**

Retail Compensation Disclosure

In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products and services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based upon the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date of premiums are remitted to the insurance company or intermediary. In the event that we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

If an intermediary is utilized in the placement of coverage, the intermediary may or may not be owned in whole or part by Brown & Brown, Inc. or its subsidiaries. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to: underwriting; loss control; risk placement; coverage review; claims coordination with insurance company; and policy issuance. Compensation paid for those services is derived from your premium payment, which may on average be 15% of the premium you pay for coverage, and may include additional fees charged by the intermediary.

Questions and Information Requests. Should you have any questions, or require additional information, please contact this office at (386) 252-6176 or, if you prefer, submit your question or request online at <http://www.bbinsurance.com/customerinquiry/>.

PREFERRED Compensation Disclosure

We appreciate the opportunity to assist with your insurance needs. Information concerning compensation paid to other entities for this placement and related services appears below. Please do not hesitate to contact us if any additional information is required.

Our office is owned by Brown & Brown, Inc. Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so.

For the 2022 – 2023 policy year, your insurance was placed with Preferred Governmental Insurance Trust (*Preferred*). *Preferred* is an insurance trust formed by Florida public entities through an Interlocal Agreement for the purpose of providing its members with an array of insurance coverages and services. *Preferred* has contracted with entities owned by Brown & Brown, Inc. to perform various services. As explained below, those Brown & Brown entities are compensated for their services.

Preferred has contracted with Public Risk Underwriters (PRU), a company owned by Brown & Brown, Inc., to administer *Preferred's* operations. The administrative services provided by PRU to *Preferred* include:

- Underwriting
- Coverage review
- Marketing
- Policy Review
- Accounting
- Issuance of *Preferred* Coverage Agreements
- *Preferred* Member Liaison
- Risk Assessment and Control

Pursuant to its contract with *Preferred*, Public Risk Underwriters of Florida, Inc. (PRU) receives an administration fee, based on the size and complexity of the account, of up to 10% of the *Preferred* premiums billed and collected.

Preferred has also contracted with Preferred Governmental Claims Solutions (PGCS), a company owned by Brown & Brown, Inc., for purposes of administering the claims of *Preferred* members. The services provided by PGCS to *Preferred* may include:

- Claims Liaison with Insurance Company
- Claims Liaison with *Preferred* Members
- Claims Adjustment

Pursuant to its contract with *Preferred*, PGCS receives a claims administration fee for those accounts which PGCS services of up to 5% of the non-property portion of the premiums you pay to *Preferred*.

Preferred also utilizes wholesale insurance brokers, some of which (such as Peachtree Special Risk Brokers and Apex Insurance Services) are owned by Brown & Brown, Inc., for the placement of *Preferred's* insurance policies. The wholesale insurance broker may provide the following services:

- Risk Placement
- Coverage review
- Claims Liaison with Insurance Company
- Policy Review
- Current Market Intelligence

The wholesale insurance broker's compensation is largely dictated by the insurance company. It typically ranges between 10% and 17% of the premiums you pay to *Preferred* for your coverage.

Notice of Carrier Financial Status

Risk Management Associates, Inc., and its parent company, Brown & Brown, Inc. (collectively “Brown & Brown”) do not certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity. We endeavored to place your coverage with an insurance carrier with an AM Best Company financial rating of “A-” or better.* While Brown & Brown cannot certify, warrant or guarantee the financial soundness or stability of any insurance carrier or alternative risk transfer or pooling entity or otherwise predict whether the financial condition of any such entity might improve or deteriorate, we are hereby providing you with notice and disclosure of financial condition so that you can make an informed decision regarding the placement of coverage. Accordingly, with receipt of this notice you acknowledge the following with regard to the placement and any subsequent renewal of the coverage indicated below:

- Brown & Brown may have other options for your insurance placement, including quotations with insurance carriers holding an “A-” or better rating from AM Best Company. Alternative quotes may be available with an A- or better rated carrier upon your request.
- Coverage is being renewed through **Preferred Governmental Insurance Trust (“Preferred”)**, which is as a Florida local government self-insurance fund established pursuant to Section 624.4622, Florida Statutes, as such **Preferred** is not rated by the AM Best Company.
- **Preferred** is not subject to the protections afforded by any state guaranty fund or association.
- The financial condition of insurance companies and other coverage providers including local government self-insurance funds like **Preferred** may change rapidly and that such changes are beyond the control of Brown & Brown.
- You should review the financial and membership information from **Preferred** and agree to abide by the conditions of membership established by **Preferred**.
- You should consider the information provided, including the **Preferred** coverage quote and coverage placement and review it with your accountants, legal counsel and advisors.

Named Insured: City of Lake Worth Beach
Line of Coverage(s): Property, Inland Marine, Crime, General Liability, Employee Benefits Liability, Deadly Weapon Protection, Automobile Liability, Public Officials Liability, Employment Practices Liability, Cyber Liability, Excess Workers Compensation
Policy Number(s): PX2FL1 0502013 21-12
Policy Period(s): 10/1/22 – 23
Date of Notice: 8/30/22

* AM Best Rating Guide: Rating for Stability: A++ to F = Highest to lowest rating
 Financial Size Category: XV to I - Largest to smallest rating

| Guide to Bests Ratings | | |
|------------------------|--------|-----------------------------------------------|
| Best Category | Rating | Description |
| Secure | A++ | Superior |
| Secure | A+ | Superior |
| Secure | A | Excellent |
| Secure | A- | Excellent |
| Secure | B++ | Very Good |
| Secure | B+ | Very Good |
| Vulnerable | B | Fair |
| Vulnerable | B- | Fair |
| Vulnerable | C++ | Marginal |
| Vulnerable | C+ | Marginal |
| Vulnerable | C | Weak |
| Vulnerable | C- | Weak |
| Vulnerable | D | Poor |
| Vulnerable | E | Under Regulatory Supervision |
| Vulnerable | F | In Liquidation |
| Vulnerable | S | Rating Suspended |
| Not Rated | NR-1 | Insufficient Data |
| Not Rated | NR-2 | Insufficient Size and/or operating experience |
| Not Rated | NR-3 | Rating Procedure Inapplicable |
| Not Rated | NR-4 | Company Request |
| Not Rated | NR-5 | Not Formally Followed |
| Rating Modifier | u | Under Review |
| Rating Modifier | q | Qualified |
| Affiliation Code | g | Group |
| Affiliation Code | p | Pooled |
| Affiliation Code | r | Reinsured |

| Guide to Best's Financial Size Categories | | |
|-------------------------------------------------------------------------------------------------------------------|-------------|-----------------------------------|
| Reflects size of insurance company based on their capital, surplus and conditional reserve funds in U.S. dollars. | I | Less than \$1,000,000 |
| | II | \$1,000,000 - \$2,000,000 |
| | III | \$2,000,000 - \$5,000,000 |
| | IV | \$5,000,000 - \$10,000,000 |
| | V | \$10,000,000 - \$25,000,000 |
| | VI | \$25,000,000 - \$50,000,000 |
| | VII | \$50,000,000 - \$100,000,000 |
| | VIII | \$100,000,000 - \$250,000,000 |
| | IX | \$250,000,000 - \$500,000,000 |
| | X | \$500,000,000 - \$750,000,000 |
| | XI | \$750,000,000 - \$1,000,000,000 |
| | XII | \$1,000,000,000 - \$1,250,000,000 |
| | XIII | \$1,250,000,000 - \$1,500,000,000 |
| | XIV | \$1,500,000,000 - \$2,000,000,000 |
| | XV | Greater than \$2,000,000,000 |

Brown & Brown always strives to place your coverage with highly secure insurance companies. We cannot, however, guarantee the financial stability of any carrier.

Statement Acknowledging That Coverage Has Been Placed With A Non-Admitted Carrier

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Lake Worth Beach

Named Insured

Signature of Insured's Authorized Representative

Date

Indian Harbor Insurance Co.

Name of Excess and Surplus Lines Carrier

Pollution Liability

Type of Insurance

PEC004832005

Renewal of Policy Number

10/1/22 - 23

Effective/Expiration Date of Coverage

Florida

State

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: Electric Utility

TITLE:

Purchase Orders to Ace Pole Co. and Koppers Utility & Industrial Products for delivery of wood utility poles

SUMMARY:

Purchase Orders with Ace Pole Co. and Koppers Utility & Industrial Products are for acquisition of wood utility poles for the City's Electric Utility under Florida Municipal Power Agency's (FMPA) Joint Purchasing Project solicitation (ITB #2019-009) at a cost not to exceed \$300,000 annually.

BACKGROUND AND JUSTIFICATION:

FMPA was formed in 1978 to provide various services for Florida municipal-owned utilities. In July of 1994, FMPA created a joint purchasing project for the joint purchasing of services, materials, supplies and equipment utilized in the generation, transmission, and distribution of electricity. FMPA members desiring to share in the benefits of the FMPA joint purchasing project enter a project procurement agreement with FMPA. The City has been a participating member of FMPA since its inception in 1978 and signed a project procurement agreement in 1994.

Under its joint purchasing project, FMPA issued a solicitation for the purchase and delivery of wood utility poles. FMPA reviewed the bids with its project participants and issued an award letter to two vendors with two vendors specifically identified for the City's wood utility pole needs for part of its System Hardening and Reliability Improvements Program (SHRIP). The City's Electric Utility anticipates issuing the Purchase Order(s) to Ace Pole Co. and Koppers Utility & Industrial Products at a cost not to exceed \$300,000 per Fiscal Year.

The City is currently implementing the Electric Utility System Hardening and Reliability Improvement Program (SHRIP). As part of the SHRIP project, old wood utility poles are replaced with stronger poles to improve storm resiliency. The storm-hardening program is currently being implemented using a combination of concrete, higher-class wood poles and ductile iron poles.

MOTION:

Move to approve/disapprove Purchase Orders to Ace Pole Co. and Koppers Utility & Industrial Products for delivery of wood utility poles at a cost not to exceed \$300,000 per Fiscal Year.

ATTACHMENT(S):

Fiscal Impact Analysis
FMPA Award Memo

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2023 | 2024 | 2025 | 2026 | 2027 |
|--------------------------------------------|------------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$ 0 | 0 | 0 | 0 | 0 |
| Operating Expenditures | \$300,000 | 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 | \$300,000 | 0 | 0 | 0 | 0 |
| | | | | | |
| No. of Addn'l Full-Time Employee Positions | 0 | 0 | 0 | 0 | 0 |

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


C.

| Account Number | Department Name | Division Name | Account Description | Project Number | FY23 Budget | Current Balance | Budget Transfer | Agenda Expenditure | Balance |
|--------------------|-----------------|---------------|---------------------|-----------------|-------------|-----------------|-----------------|--------------------|---------|
| 401-0000-141-02.10 | Electric | T&D | Parts/General | N/A (Inventory) | N/A | N/A | N/A | 300,000 | N/A |



Sharon Samuels
Member Services Programs and Procurement Administrator

MEMORANDUM

TO: FMPA Members
FROM: Sharon Samuels 
DATE: April 10, 2019
SUBJECT: Award of the Wood Poles Bid (ITB# 2019-009)

In response to the FMPA Purchase & Delivery of Wood Poles - Invitation to Bid No. 2019-009, FMPA received one (1) no bid from Robbins Manufacturing Co. and bid submittals from **Ace Pole Co.** of Blackshear GA and **Koppers Utility & Industrial Products** of Statesboro, GA.

The Participating Members have reviewed the bids received and conducted their evaluations. The recommended award is for both Ace Poles and Koppers Industries.

Ace Poles, Co.
6352 Timber Lane
Blackshear, GA 31516
(912) 449-4011
(800) 422-2149
cthrift@acepole.com

Koppers Utility & Industrial Products
1021 Johnson Dr.
Statesboro, GA 30461
662-202-6812
877-492-7728 (not for routine orders)
colstonwb@koppers.com

Ace Pole and Koppers will extend the prices and terms bid to all FMPA Members. This award expires April 30, 2024. At that time the award may be extended by mutual consent.

All of the exceptions or other conditions taken by Ace Pole and Koppers are included with this letter. If you have any questions, please give me a call.

Attachments: Bidder's Exceptions & Clarifications
Bid Tab/Vendor Analysis

cc: Bidders

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: Electric Utility

TITLE:

Second Amendment to Agreement with Gresco Utility Supply, Inc. for the purchase and delivery of distribution transformers

SUMMARY:

The Second Amendment seeks to increase the total maximum costs to be paid by the City under the Agreement for each fiscal year to a not to exceed amount of \$2,500,000.

BACKGROUND AND JUSTIFICATION:

The City of Lake Worth Beach issued a solicitation for the purchase and delivery of distribution transformers. The City reviewed the bids and issued an initial award letter to Gresco Utility Supply, Inc. for the City's distribution transformer needs for part of its System Hardening and Reliability Improvements Program (SHRIP). The City subsequently issued the First Amendment to the original Agreement to extend the term of the Agreement until February 25, 2023. Due to supply chain issues, this Second Amendment seeks to increase the total maximum costs to be paid by the City to a not to exceed amount of \$2,500,000.

The City is currently implementing the Electric Utility System Hardening and Reliability Improvement Program (SHRIP). As part of the SHRIP project, overloaded or undersized distribution transformers are replaced with larger distribution transformers and/or 4kV transformers are replaced with 26kV distribution transformers to improve reliability.

MOTION:

Move to approve/disapprove Second Amendment to Agreement with Gresco Utility Supply, Inc. for the purchase and delivery of distribution transformers at a cost not to exceed \$2,500,000 per Fiscal Year.

ATTACHMENT(S):

Fiscal Impact Analysis
Second Amendment

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2023 | 2024 | 2025 | 2026 | 2027 |
|--------------------------------------------|--------------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$ 0 | 0 | 0 | 0 | 0 |
| Operating Expenditures | \$2,500,000 | 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 | \$2,500,000 | 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: Funds have been identified in account 401-0000-141-02.10.

| Account Number | Department Name | Division Name | Account Description | Project Number | FY23 Budget | Current Balance | Budget Transfer | Agenda Expenditure | Balance |
|--------------------|-----------------|---------------|---------------------|----------------|-----------------|-----------------|-----------------|--------------------|---------|
| 401-0000-141-02.10 | Electric | T&D | Parts / General | N/A | N/A (Inventory) | N/A | N/A | 2,500,000 | N/A |

SECOND AMENDMENT TO AGREEMENT FOR PURCHASE
(Distribution Transformers)

THIS SECOND AMENDMENT ("Second Amendment") to the Distribution Transformers Agreement is made as of _____, 2022, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida ("CITY") and **Gresco Utility Supply, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR").

WHEREAS, the CITY issued Request for Proposal (RFP No. 18-223) for the procurement of Distribution Transformers ("RFP"); and

WHEREAS, on February 5, 2019, the CITY and CONTRACTOR entered into the Agreement for CONTRACTOR to provide Distribution Transformers to the CITY ("Agreement"); and

WHEREAS, the term of the Agreement was for three (3) years with two (2) additional single year renewal options; and

WHEREAS, on April 26, 2022 the CITY and the CONTRACTOR issued the First Amendment to extend the term of the Agreement until February 25, 2023; and

WHEREAS, due to supply chain issues, the CITY and CONTRACTOR desire to increase the total maximum costs to be paid by the CITY under the Agreement for each fiscal year to a not to exceed amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to facilitate further purchases for the remaining term of the Agreement with all other terms and conditions remain the same;

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Maximum Cost.** The total amount not to exceed under this Agreement shall be \$2,500,000.00 (Two Million Five Hundred Thousand Dollars) per fiscal year.
3. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement, First Amendment and this Second Amendment set 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 Second Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. **Counterparts.** This Second Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Second Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Distribution Transformers Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, 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

Gresco Utility Supply Inc.

By: Roy Lumsden

Print Name: Roy Lumsden _____

Title: Account Manager _____

[Corporate Seal]

STATE OF Florida
COUNTY OF Sumter

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 24 day of September, 2022, by Roy Lumsden, as the Account Manager of Gresco Utility Supply, Inc., a Colorado Corporation authorized to do business in the State of Florida, 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.

Sharon L. McCray
Notary Public Signature

Notary Seal:



EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: Electric Utility

TITLE:

Purchase Order with G&W Electric for Viper Recloser External CT Kit

SUMMARY:

The Purchase Order authorizes G&W Electric to provide viper recloser external CT kit for the new Canal Distribution Substation at a cost not to exceed \$69,678. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City's Electrical Engineering team is finalizing the design of the new Canal 26.4kV Distribution Substation. This station is designed to break up the 8 feeders in to two (2) separate four (4) feeder bays to improve reliability. In order to protect the electrical bus feeding each of the recloser bays that supply energy to the neighborhoods, a protective relay will be installed. In order for this relay to protect the system from physical failure in the even of a fault, external current transformers (CT) are needed. These current transformers are used to provide data points of the load at each feeder bay to the relay. The relay then compares those loads to the incoming current transformers to see if there are any differences and clear any faults within milliseconds. The mounting of these CT's are uniquely placed on to the feeder reclosers to minimize installation footprint on the bus structures. Since the reclosers are manufactured by G&W and the need is common across the industry, G&W manufactured a safe, easy to install CT kit for utilities.

The Electric Utility has standardized new substation designs and equipment selection to include the G&W Electric reclosers. The G&W CT kits offer the City the best value for a reliable form fit kit specifically designed for G&W reclosers. No other kits for CTs specified for G&W reclosers exist and custom solutions would cost more in engineering, review, and procurement.

Under Section 2-112 (e)(1) of the City's Procurement Code, the Electric Utility is requesting a single/sole source procurement with G&W Electric for the purchase of the viper recloser external CT kit for the Canal 26.4kV Distribution Substation.

The Electric Utility is requesting the approval of Purchase Order with G&W Electric for the Canal Substation viper recloser external CT kit in the amount not to exceed \$69,678. The G&W external CT retrofit kit are included in the design and material specifications package prepared and submitted by Power Engineers.

MOTION:

Move to approve/disapprove Purchase Order to the G&W Electric, to provide viper recloser external CT kit in the amount not to exceed \$69,678.

ATTACHMENT(S):

Fiscal Impact Analysis
G&W Quote
G&W Sole Source Letter

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2022 | 2023 | 2024 | 2025 | 2026 |
|---------------------------------------------------|--------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$69,678 | 0 | 0 | 0 | 0 |
| Operating Expenditures | 0 | 0 | 0 | 0 | 0 |
| External Revenues | 0 | 0 | 0 | 0 | 0 |
| Program Income | 0 | 0 | 0 | 0 | 0 |
| In-kind Match | 0 | 0 | 0 | 0 | 0 |
| Net Fiscal Impact | \$69,678 | 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: Funds have been identified in account 401-6034-531-63.15, CIP Project SH2113.

| Account Number | Department Name | Division Name | Account Description | Project Number | FY22 Budget | Current Balance | Budget Transfer | Agenda Expenditure | Balance |
|--------------------|-----------------|---------------|-------------------------------------------|----------------|-------------|-----------------|-----------------|--------------------|----------------|
| 421-6034-531-63.15 | Electric | T&D | Improve Other than Build / Infrastructure | SH2113 | 9,720,800 | 6,754,436.25 | N/A | 69,678 | \$6,684,758.25 |

| | |
|---------------------|---------------------------------------------------------------|
| Customer: | Lake Worth |
| Date: | Aug 16, 2022 |
| Validity: | 30 Days |
| Quotation Number: | SQ-73873:0 |
| Customer Reference: | Lake Worth Beach Utilities S/Ns: 201907290339, 40, 41, 42, 43 |

| Item | G&W Part Number | Description | Qty | Price Each | Extended Price |
|------|-----------------|----------------------------------|-----|------------|----------------|
| 1 | PLU218870xxx | 1200:5A External CT Retrofit Kit | 9 | \$7,742 | \$69,678 |

Item 1: 1200:5A External CT Retrofit Kit for D8703SS3LS00

Standard Features:

- Three (3), externally mounted 1200:5A, C400 single ratio current transformers including galvanized steel mounting bracket for mounting on D8703SS3LS00.
 - CTs will be terminated to a shorting block in a NEMA 4X junction box for customer use.
 - Weather tight conduits for CT wiring included.

Exceptions/Clarifications:

- The following quotation was prepared without reference to a formal plan and specification package. G&W's offering for this quotation is limited to the equipment and bill of materials listed in this quotation. If formal plans/specifications are available for this project, please send to G&W to evaluate and revise this quotation accordingly.
- All other materials to be provided by other

Commercial Terms and Conditions

Submittal drawings:

If required, submittal drawings will be issued for approval 4 weeks after receipt of order.

Lead time for shipment: Estimated 10-12 weeks after receipt of order and release to production.

Shipping Terms: FOB-Factory, Bolingbrook, IL USA

Freight: Prepaid and Allowed on a standard closed top trailer.

Payment: Net 30 days; Payment terms are subject to G&W Finance Department approval

Purchase Order Submission: Purchase order should be addressed to:

G&W Electric Co.
305 W. Crossroads Parkway
Bolingbrook, IL 60440-4938

Terms & Conditions: Warranty and all other terms and conditions are as per SM-F-1 Rev 7



Lake Worth Beach Utilities
G&W SQ# 73873
Viper Recloser External CT Kit – Sole Source
August 17, 2022

To Whom It May Concern:

G&W Electric is the sole source provider of external upgrade kits on our recloser products at Lake Worth Beach. The subject proposal includes external current sensors that require custom mounting frames, cables and termination points in order to interface with the existing recloser. G&W is the only vendor who can adequately design this kit and ensure its compatibility with the existing G&W product.

All requests for quotation, purchase orders and support needs should be coordinated through our local representative Van & Smith Company.

Please do not hesitate to contact me should the City of Lake Worth Beach require any further clarification on this topic. We sincerely appreciate your business and look forward to supporting you on this project.

Best regards,

Graham Leard

A handwritten signature in black ink that reads "A. Graham Leard". The signature is written in a cursive style.

Regional Vice President

EXECUTIVE BRIEF REGULAR MEETING

AGENDA DATE: September 20, 2022

DEPARTMENT: Electric Utility

TITLE:

Agreement with Energy Erectors, Inc. for the construction of the Canal Distribution Substation

SUMMARY:

The Agreement authorizes Energy Erector Inc., to provide construction services for the construction of the Canal Distribution Substation at a cost not to exceed \$3,352,690. This project has been identified as an element of the City's electric utility System Hardening and Reliability Improvement Project (SHRIP) and for which bonds were sold in November 2020.

BACKGROUND AND JUSTIFICATION:

The City issued an Invitation for Bid (IFB 22-110) on June 26, 2022 seeking bids from qualified companies to build and construct the Canal Distribution Substation. The City received five (5) bids. Energy Erector, Inc., was the lowest compliant bidder and was selected to provide these services.

The existing substation is equipped with a single 26.4kV to 4.16kV step-down transformer, antiquated switchgear and ancillary equipment dating back to its original construction in the 1970's. The substation provides power to businesses and residents through three (3) 26kV circuits and one (1) 4kV circuit and also provides a back-up circuit to the Palm Beach State College.

The work and scope of this project includes installation of foundations, bus structure assembly, new breakers, installation and wiring of a new Control House and ancillary components. Project benefits include all new breakers, new relays and protective equipment to minimize outages and improved restoration time, as well as reduced loading of circuits, all leading to increased circuit reliability.

MOTION:

Move to approve/disapprove Energy Erector, Inc., to provide construction services for the construction of the Canal Distribution Substation at a cost not to exceed \$3,352,690.

ATTACHMENT(S):

Fiscal Impact Analysis
IFB 22-110 Canal Transmission Substation Construction Bid Tab
Construction Contract

FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2022 | 2023 | 2024 | 2025 | 2026 |
|--------------------------------------------|--------------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | \$3,352,690 | 0 | 0 | 0 | 0 |
| Operating Expenditures | 0 | 0 | 0 | 0 | 0 |
| External Revenues | 0 | 0 | 0 | 0 | 0 |
| Program Income | 0 | 0 | 0 | 0 | 0 |
| In-kind Match | 0 | 0 | 0 | 0 | 0 |
| Net Fiscal Impact | \$3,352,690 | 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: Funds have been identified in account No. 421-6034-531-63.16, Project No. SH2001.

| Account Number | Account Description | Project Number | FY21 Budget | Current Balance | Agenda Expenditure | Balance |
|--------------------|-------------------------------------------|----------------|-------------|-----------------|--------------------|-----------|
| 421-6034-531-63.16 | Improve Other than Build / Infrastructure | SH2001 | \$6,643,513 | \$3,802,762 | \$3,352,690 | \$450,072 |



City of Lake Worth Beach
IFB#22-110 Canal Transmission Substation Construction
Bid Tab

| Bidder: | | Energy Erectors, Inc | Hooper Corporation | LE Myers Co | Powerserve Technologies, Inc | Service Electric Co |
|---------|---------------------------------------------------------------------------------------|------------------------------------------------------|-------------------------------------|------------------------|------------------------------------------------------------------------------------------|----------------------------------------------------------|
| ITEM # | DESCRIPTION | | | | | |
| 1 | Steel structures Installations | \$ 73,650.00 | \$ 160,597.22 | \$ 116,825.86 | \$ 150,000.00 | \$ 255,968.08 |
| 2 | HV Breaker Installation | \$ 7,250.00 | \$ 32,292.24 | \$ 7,343.92 | \$ 160,000.00 | \$ 22,637.73 |
| 3 | CCVT Installations | \$ 8,700.00 | \$ 26,810.96 | \$ 7,317.13 | \$ 42,250.00 | \$ 19,403.77 |
| 4 | Metering Unit Installations | \$ 4,350.00 | \$ 19,041.14 | \$ 3,658.57 | \$ 24,000.00 | \$ 9,701.89 |
| 5 | Wave Traps/Line Tuner Installations | \$ 2,200.00 | \$ 15,307.74 | \$ 2,281.87 | \$ 26,000.00 | \$ 6,467.92 |
| 6 | Switch Installations | \$ 60,250.00 | \$ 181,795.99 | \$ 131,966.22 | \$ 240,000.00 | \$ 127,117.37 |
| 7 | Bus Work Installations | \$ 261,500.00 | \$ 310,328.21 | \$ 382,077.12 | \$ 60,000.00 | \$ 357,161.36 |
| 8 | Equipment Installations | \$ 4,350.00 | \$ 44,939.16 | \$ 1,416.47 | \$ 160,000.00 | \$ 16,169.81 |
| 9 | Foundation Installations | \$ 504,590.00 | \$ 597,727.46 | \$ 546,229.14 | \$ 427,750.00 | \$ 696,971.00 |
| 10 | Grounding Installations | \$ 205,750.00 | \$ 165,902.72 | \$ 324,204.03 | \$ 120,000.00 | \$ 353,444.39 |
| 11 | Conduit/Cable Trench Installations | \$ 185,000.00 | \$ 180,504.96 | \$ 283,927.41 | \$ 70,000.00 | \$ 247,861.26 |
| 12 | Station Service Installations | \$ 2,000.00 | \$ 2,306.58 | \$ 1,416.47 | \$ 10,000.00 | \$ 1,616.98 |
| 13 | Control and Power Cables Installations | \$ 281,200.00 | \$ 184,551.71 | \$ 224,940.49 | \$ 190,000.00 | \$ 195,551.60 |
| 14 | Wall & Gates Installation | \$ 385,000.00 | \$ 342,921.60 | \$ 270,171.68 | \$ 360,000.00 | \$ 251,328.00 |
| 15 | Lightning Protection Installation | \$ 21,400.00 | \$ 8,651.72 | \$ 4,957.63 | \$ 50,000.00 | \$ 3,233.96 |
| 16 | Lighting Installations | \$ 21,400.00 | \$ 14,992.72 | \$ 5,677.03 | \$ 50,000.00 | \$ 1,616.98 |
| 17 | Control Building | \$ 12,500.00 | \$ 5,766.49 | \$ - | \$ 50,000.00 | \$ 12,935.85 |
| 18 | Clearing/Site Work | \$ 613,000.00 | \$ 299,250.00 | \$ 520,974.56 | \$ 290,000.00 | \$ 629,502.50 |
| 19 | Drainage Installation | \$ 361,000.00 | \$ 443,100.00 | \$ 297,905.96 | \$ 90,000.00 | \$ 629,502.50 |
| 20 | Switchyard rock surfacing | \$ 110,000.00 | \$ 124,687.50 | \$ 243,328.16 | \$ 100,000.00 | \$ 108,839.13 |
| 21 | Equipment Testing | \$ 60,000.00 | \$ 37,537.50 | \$ 92,308.92 | \$ 190,000.00 | \$ 69,398.96 |
| 22 | Relaying Testing | \$ 73,000.00 | \$ 130,186.74 | \$ 207,763.65 | \$ 190,000.00 | \$ 157,618.96 |
| 23 | Miscellaneous | \$ 94,600.00 | \$ 33,490.80 | \$ 43,058.96 | \$ - | \$ - |
| | Total: | \$ 3,352,690.00 | \$ 3,362,691.16 | \$ 3,719,751.25 | \$ 3,050,000.00 | \$ 4,174,050.00 |
| | Veteran Business Enterprise, Small Business and/or Local Business Preference amount | \$ - | \$ - | \$ - | \$ - | \$ - |
| | Adjusted lump sum applying preferences | \$ 3,352,690.00 | \$ 3,362,691.16 | \$ 3,719,751.25 | \$ 3,050,000.00 | \$ 4,174,050.00 |
| | Bid form (00300 -1 to 4) | submitted | submitted | submitted | submitted | submitted |
| | Addendums Acknowledgment (00300-1) | submitted | not filled out | submitted | confirmed | not filled out |
| | Unit Price schedule - 00300-5-7 | submitted | submitted | submitted | submitted | submitted/not complete |
| | Trench Safety Affidavit - 00300-8 | submitted | submitted | submitted | submitted | submitted |
| | Schedule of Subcontractors - 00300-9 | submitted | submitted | submitted | submitted | submitted |
| | Schedule of Equipment & Materials 00300-10 | submitted | submitted | submitted | submitted | not filled out |
| | Sworn Statement - Public Entity Crimes 00300-11 & 12 | submitted | submitted | submitted | submitted | submitted |
| | Drug Free Certification 00300-13 | submitted | submitted | submitted | submitted | submitted |
| | Veteran Business Enterprise, Small Business and/or Local Business Preference 00300-14 | n/a | not submitted | n/a | claimed local preference, did not meet requirement for Lake Worth Beach local preference | n/a |
| | Bidders Qualification Questionnaire 00310-1 to 6 | submitted | submitted | submitted | submitted | submitted |
| | Contractor Corporate Safety Assessment form | safety details provided in different format | submitted | submitted | submitted | submitted |
| | Bidder met qualification requirement (Yes or No) | Yes | No | Yes | No | Yes |
| | Campaign Contribution Statement 00850-1 & 2 | submitted | submitted | submitted | submitted | submitted |
| | Scrutinized Companies Certification Form 00851-1 | submitted | submitted | submitted | submitted | submitted |
| | Bid Bond | submitted | submitted | submitted | submitted | submitted |
| | Comments: | exceptions, assumption statement provided acceptable | exception for foundation, scope gap | | bid adjusted based on unit price submitted, bidder withdrew bid | Bidder provided exclusions/modifications to City's terms |
| | BID COMPLIANCE: | COMPLIANT | NOT COMPLIANT | COMPLIANT | WITHDRAWN | NOT COMPLIANT |

CITY OF LAKE WORTH BEACH, FLORIDA



**CITY OF LAKE WORTH BEACH
Canal Transmission Substation Construction
IFB #22-110**

Contract

**CITY OF LAKE WORTH BEACH
ELECTRIC UTILITIES**

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City of Lake Worth Beach
IFB #22-110
Canal Transmission Substation Construction

00020
INVITATION TO BID

The City of Lake Worth Beach is soliciting bids from responsible and experienced contractors for the construction of the new 138 kV Canal Transmission Substation located at 4601 Davis Road, Lake Worth Beach, FL 33461 Canal Transmission Substation for the City's Electric Utilities.

This Invitation for Bid (IFB) may be downloaded at 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. Copies of this IFB may also be acquired by contacting purchasing1@lakeworthbeachfl.gov.

Time is of the essence and any bid received after **3:00 PM, August 10, 2022** whether by mail or otherwise shall be rejected by the City. The time of receipt shall be determined by the time clock located in the Financial Services Office. Bids shall be placed in a sealed envelope, marked with the bid number, title, date, and hour bids are scheduled to be received. **The City offices have limited access to the public at this time. Courier deliveries SHALL NOT require signature for the receipt. Bidders may deliver bids directly to City Hall during regular business hours 8 a.m. to 5 p.m. Monday through Friday. If bids are delivered in person, visitors shall ring the bell at the City Hall front entrance and wait for assistance or by contacting Procurement Division at (561) 586 – 1770 in advance.** Bidders are responsible for ensuring that their bid is stamped by office personnel by the deadline indicated.

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 office address by the deadline indicated in the IFB. 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 by e-mail, telephone, telegram, facsimile or any other City's address except as notified below. The time of receipt shall be determined by the time clock in Financial Services Department.

A Non-Mandatory Pre-Bid meeting is scheduled for July 14, 2022 at 10:00 a.m. at 4601 Davis Road, Lake Worth Beach, FL 33461

A Site Visit / Inspection will be held shortly after the conclusion of the Pre-Bid Meeting. The City will not answer any question at the visit. Bidders can submit their questions following the solicitation protocol after their visit.

All bids must be mailed or delivered to:

**City of Lake Worth Beach, City Hall
Financial Services Office - Procurement
7 North Dixie Hwy. 2nd floor
Lake Worth Beach, FL 33460**

ENVELOPES MUST BE IDENTIFIED AS IFB # 22-110 Canal Transmission Substation Construction

Bids will be opened publicly at the City Hall immediately following the bid deadline.

All questions must be in writing submitted on lakeworthbeachfl.bidsandtenders.net or purchasing1@lakeworthbeachfl.gov before **July 20, 2022** 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% Construction Performance Bond and a 100% Construction Payment Bond which meet 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.

PUBLISHED: June 26, 2022 – 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 submit the bidder qualifications questionnaire in its entirety. Bidder must also 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 during the question submission period.

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 or by e-mail to purchasing1@lakeworthbeachfl.gov**. Interpretations or clarifications considered necessary by the Owner or Engineer in response to such questions will be issued by Addenda. Questions received after **July 20, 2022 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 or Engineer 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. 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 by e-mail, telephone, telegram, facsimile or any other City's address except as notified below. The time of receipt shall be determined by the time clock in Financial Services Department.

All bids must be mailed or delivered to:

**City of Lake Worth Beach, City Hall
Financial Services Office - Procurement
7 North Dixie Hwy. 2nd floor
Lake Worth Beach, FL 33460**

**SUBJECT LINE MUST BE IDENTIFIED IFB #22-110 Canal Transmission Substation
Construction**

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 immediately after the bid receipt at the City Hall, 7 N Dixie Ave, Lake Worth Beach, FL 33460 and 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 qualified 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 Veteran Owned Enterprise, Small Business and/or Local Business 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 or does not meet minimum qualifications criteria as set forth in solicitation documents.
- 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.

- j) Incomplete Bid, missing or incomplete requested documentation and information

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.

32. VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS, AND LOCAL BUSINESS PREFERENCE

Section 2-117 of the City's Code of Ordinance shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this IFB. Documentation to support a Bidder as a Veteran Business Enterprise, Small Business and/or Local Business must be submitted with a bid in response to the IFB. Documentation submitted after the proposal deadline will be rejected.

The order and application of preferences is as follows: For all preferences set forth in this IFB, only one preference may be identified in a response to this solicitation. In an event of a tie, for the purpose of determining the best value in the award of an IFB where more than one bidder identifies a preference, the Veteran Business Enterprise preference shall take precedence over the Local Business preference, and the Local Business preference shall take precedence over the Small Business preference.

END OF SECTION

Bids shall be submitted to:
City of Lake Worth Beach, City Hall

BIDDER: Energy Erectors, Inc.
PROJECT: **City of Lake Worth Beach**
IFB #22-110
Canal Transmission Substation Construction
DATE: August 10, 2022
(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 | 07/22/2022 | Number | 1 |
| | 07/29/2022 | | 2 |

(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

BID FORM

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 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):

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 475 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 505 calendar days after the date when the Contract Time commences to run. Contract time completion is not adjustable and will be strictly enforced by the City. The Contractor shall ensure to utilize any means necessary including working 24/7 and/or overtime to ensure completion in designated timeline.

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 Performance and Payment Bond.

- (b) Unit Price Schedule (Page(s) 00300-5,6,7).
- (c) Trench Safety Affidavit (Page(s) 00300-8).
- (d) Schedule of Subcontractors (Page(s) 00300-9).
- (e) Schedule of Suppliers, Equipment and Materials (Page(s) 00300-10).
- (f) Sworn Statements Under Section 287.133(3)(a), Florida Statutes, on Public Entity Crimes (Page(s) 00300-11 and 00300-12).
- (g) Certification of Drug Free Workplace Program (Page(s) 00300-13).
- (h) Veteran Business Enterprise, Small Business and Local Business Preference Form (Page(s) 00300-14)
- (i) Bidders Qualification Questionnaire (Page(s) 00310-1 thru 00310-6) and Appendix 1 Contractor Safety Form (3 pages)
- (j) Campaign Contribution Statement (Page(s) 00850-1 and 00850-2).
- (k) Scrutinized Companies Certification Form (Page(s) 00851-1).
- (l) **Other required documents to be submitted:**
 - **Project/Construction Manager Resume**
 - **On-Site Superintendent Resume**
 - **Project Milestones/Work Schedule**

9. Communications & questions concerning this Bid shall be submitted lakeworthbeachfl.bidsandtenders.net or purchasing1@lakeworthbeachfl.gov.

The phone number and address of BIDDER indicated below.

Contractor Address: Energy Erectors, Inc. 31588 Progress Road
Leesburg, FL 34748

Contractor Phone Number: O: (352) 787-3878
C: (352) 267-3491

Troy Janoske, Lead Estimator/Project Manager

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. EC13004074.

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.

14. If BIDDER is:

An Individual

By _____ N/A (SEAL)
(Individual's Name)

(Signature)

doing business as _____

Business address: _____

Phone No. : _____

A Partnership

By _____ N/A (SEAL)
(Firm Name)

(General Partner) (Signature)

Business address: _____

Phone No. : _____

A Corporation

By _____ Energy Erectors, Inc. (SEAL)
(Corporation Name)

Florida
(State of Incorporation)

By _____ Mohamed Konate
(Name of Person Authorized to Sign)
Vice President of Operations

(Title)

(Signature)

(Corporate Seal)

Attest _____ Misty A. Wilson
(Secretary)

(Signature)

Business address: _____ 31588 Progress Road

Leesburg, FL 34748

Phone No. : _____ 352-787-3878



IFB #22-110
Canal Transmission Substation Construction

UNIT PRICE SCHEDULE

All bid items shall include prices for furnishing, to the City, all materials (except those provided by the City), tools, equipment, supplies, labor and all costs incurred in providing all work shown on the plans and specifications for City of Lake Worth Beach Utilities. Said costs shall be complete and inclusive of all labor, permits, inspection, taxes, bond(s), insurance, miscellaneous costs, record drawings, warranty, overhead and profit.

LUMP SUM BID: _____ **\$ 3,352,690.00**
(write in numbers)

STRUCTURAL AND ELECTRICAL INSTALLATION

Bid for performing all work as described and broken down as follows:

| | |
|----------------------------------------|----------------------|
| 1. Steel Structures Installations | \$ <u>73,650.00</u> |
| 2. HV Breaker Installations | \$ <u>7,250.00</u> |
| 3. CCVT Installations | \$ <u>8,700.00</u> |
| 4. Metering Unit Installations | \$ <u>4,350.00</u> |
| 5. Wave Traps/Line Tuner Installations | \$ <u>2,200.00</u> |
| 6. Switch Installations | \$ <u>60,250.00</u> |
| 7. Bus Work Installations | \$ <u>261,500.00</u> |
| 8. Equipment Installations | \$ <u>4,350.00</u> |
| 9. Foundation Installations | \$ <u>504,590.00</u> |
| 10. Grounding Installations | \$ <u>205,750.00</u> |
| 11. Conduit/Cable Trench Installations | \$ <u>185,000.00</u> |

| | |
|--------------------------------------------|-------------------------------|
| 12. Station Service Installations | \$ <u>2,000.00</u> |
| 13. Control and Power Cables Installations | \$ <u>281,200.00</u> |
| 14. Wall & Gates Installation | \$ <u>385,000.00</u> |
| 15. Lightning Protection Installation | \$ <u>21,400.00</u> |
| 16. Lighting Installations | \$ <u>21,400.00</u> |
| 17. Control Building | \$ <u>12,500.00</u> |
| 18. Clearing/Site Work | \$ <u>613,000.00</u> |
| 19. Drainage Installation | \$ <u>361,000.00</u> |
| 20. Switchyard rock surfacing | \$ <u>110,000.00</u> |
| 21. Equipment Testing | \$ <u>60,000.00</u> |
| 22. Relaying Testing | \$ <u>73,000.00</u> |
| 23. Miscellaneous | \$ <u>94,600.00</u> |
| LUMP SUM BID | \$ <u>3,352,690.00</u> |

PROJECT SCHEDULE:

Provide a preliminary schedule with milestones which include mobilization to start and substantial completion at the end. Expected start timeframe is September thru October of 2022. If outside of expected timeframe please list earliest mobilization/start date below. Start dates outside of the expectation could be disqualified based on City construction requirements.

Earliest start date/month: September 2022

UNIT PRICE SCHEDULE

Unit prices below are required to be provided for both installation and material for additive or subtractive adjustments to certain specific work on the project.

Bidders must provide the unit prices below to be considered to the contract award.

| <u>SUBSTATION ITEMS</u> | <u>Unit Pricing</u> |
|---------------------------------------------|---------------------|
| Earthwork (cubic yard) | \$ <u>120.00</u> |
| Dewatering (per linear foot) | \$ <u>2,500.00</u> |
| Bus System (per foot) | \$ <u>30.00</u> |
| Equipment (each) | \$ <u>5,000.00</u> |
| Foundations (per rebar lbs. & concrete CY.) | \$ <u>3,500.00</u> |
| Circuits (per foot) | \$ <u>2.50</u> |
| Conduits (per foot) | \$ <u>18.00</u> |
| Grounding (per foot) | \$ <u>18.00</u> |

City of Lake Worth Beach
IFB #22-110
Canal Transmission Substation Construction

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Energy Erectors, Inc. (NAME OF CONTRACTOR) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety & Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 553.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Bid Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary)

| Schedule Item | Trench Safety Measure (Slope, Trench Shield, etc.) | Cost |
|---------------|----------------------------------------------------|--------|
| | | \$ N/A |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | Total | \$ |

Mohamed Konate
(Signature)

08/09/2022
(date)

STATE OF Florida)
COUNTY OF Lake)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 9th day of August 2022, by Mohamed Konate, as the Vice President of Operations [title] of Energy Erectors, Inc. [vendor's name], a Florida Corporation [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.

Misty A. Wilson
Notary Public Signature

Notary Seal:



City of Lake Worth Beach
IFB #22-110
Canal Transmission Substation Construction

SCHEDULE OF MAJOR SUBCONTRACTORS

List subcontractors and/or tasks where a subcontractor will be used and relative work % of total cost expected. **Subcontracting must not exceed 60% of the work based on cost.**

| List Proposed Major Subcontractors | Category of Work | Percentage |
|-------------------------------------|-------------------------|------------|
| <u>Merico Construction Services</u> | <u>Civil</u> | <u>29%</u> |
| <u>JJB South LLC</u> | <u>Flat Foundations</u> | <u>3%</u> |
| <u>Precision Foundations</u> | <u>Drilled Piers</u> | <u>10%</u> |
| <u>TRC Engineers</u> | <u>Testing</u> | <u>3%</u> |
| <u>Precast Wall Systems</u> | <u>Wall</u> | <u>4%</u> |
| <u>Florida Door & Control</u> | <u>Gates</u> | <u>4%</u> |
| <u> </u> | <u> </u> | <u> </u> |
| <u> </u> | <u> </u> | <u> </u> |

City of Lake Worth Beach
IFB #22-110
Canal Transmission Substation Construction

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Lake Worth Beach
[print name of the public entity]
by Mohamed Konate, Vice President of Operations
[print individual's name and title]
for Energy Erectors, Inc.
[print name of entity submitting sworn statement]

whose business address is 31588 Progress Road, Leesburg, FL 34748

and (if applicable) its Federal Employer Identification Number (FEIN) is 39-1363163

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Mohamed Konate
[signature]

August 09, 2022
[date]

STATE OF Florida)
COUNTY OF Lake)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 9th day of August 2022, by Mohamed Konate, as the Vice President of Operations [title] of Energy Erectors, Inc. [vendor's name], a Florida Corporation [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 Seal:



Misty A. Wilson
Notary Public Signature

Form PUR 7068 (Rev. 04/10/91)
M/R 03/06/92

January 2021

BID FORM
00300-12


City of Lake Worth Beach
IFB #22-110
Canal Transmission Substation Construction

CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

I certify the firm of Energy Erectors, Inc. maintains a drug-free workplace program, and that the following conditions are met:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying 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

**VETERAN BUSINESS ENTERPRISE, SMALL BUSINESS AND
LOCAL BUSINESS PREFERENCE FORM**

Section 2-117 of the City's Code of Ordinances shall govern the application of a Veteran Business Enterprise, Small Business and/or Local Business preference for this IFB.

The undersigned Bidder, hereby claims the following preference: N/A

- Veteran Business Enterprise
- Small Business
- Local Business

Documentation to support a Bidder as a Veteran Business Enterprise, Small Business or Local Business must be submitted with a bid in response to the IFB and attached to this form. Documentation submitted after the bid deadline will be rejected.

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: _____

Print Title: _____

Print Name of Business: _____

Contractor: Energy Erectors Inc.
 Project Name: Canal Transmission Substation
 Date: 08/10/2022



Assumptions, Clarifications & Exceptions

| Item | GENERAL | Owner Response | Reason/Comments |
|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------|
| 1 | Our proposal does not have provision for any work outside the limit of construction. | | |
| 2 | Any subsurface underground obstruction(s) encountered that impacts our ability to install foundations conduits or any other underground facilities may result in a change order. | | |
| 3 | Removal, disposal, or treatment of any hazardous, contaminated, or toxic materials encountered during construction is not included in our proposal. | | |
| 4 | No pricing provisions have been included for removal of Telephone, Overhead Powerline, Transmission Line, Underground Utilities or Power Poles. | | |
| 5 | Crews will work 5 days a week, 10-hour days. EEI reserves the right to adjust work weeks and hours worked in order to meet project in-service dates. | | |
| 6 | EEI reserves the rights to negotiate contractual terms and conditions that are mutually agreeable prior to the procurement of materials or mobilization to the jobsite. | | |
| 7 | We are assuming excavated materials are suitable for backfill. | | |
| 8 | Geo fabric, rock, sand or any material or combination that may be required for drainage above or below ground for the wall installation is not included in our proposal as it was not deemed necessary per the RFP drawings. | | |
| 9 | Test settings and configuration files will be done by others and this information will be provided prior to Test Crew Mobilization. | | |
| 10 | Control house foundation thickness was assumed to be 6" slab with 1'-6" footer. | | |
| 11 | Our proposal assumes the Control House internal wiring, panels and equipment and exterior equipment are by others. | | |
| 12 | Our proposal assumes steel structures will be delivered to the site. | | |

City of Lake Worth Beach
IFB #22-110 Canal Transmission Substation Construction

00310
BIDDERS'S QUALIFICATION QUESTIONNAIRE
(Include in Bid Submission)

THE UNDERSIGNED GUARANTEES THE TRUTH AND ACCURACY OF ALL STATEMENTS AND ANSWERS HEREIN CONTAINED:

- A. Any information judged by OWNER OR ENGINEER to be false is grounds for rejection of Bid and Cost Proposal. (Use additional sheets as required to provide the required information.)

- B. The individual who holds the General Contractor's License certified in Florida shall be active in the management and ownership of the firm awarded the work and be available to provide their expertise for the project on an ongoing-basis. Provide the name of this individual for the complete duration of this project.

Jason Kangas

- 1a. State the numbers of years your organization has experience in substation construction. A minimum of 5 years is required in substation construction.

42 years

- 1b. State the numbers of years your organization has been doing business as a Licensed General Contractor in Florida. _____ 42 years

- 2. We normally perform 40 % of the work with our own forces. A minimum of 40% of the work based on cost must be completed by Bidder's employed staff. The Project Manager and on-site manager/foreman shall be Bidder's employees. List the trades/tasks and the work % based on cost for proof. On-site manager/foreman shall be on-site at all times during work hours throughout the construction and be available by phone and email.

List: _____

3. Have you ever failed to complete work awarded to you? If so, state where when and why

No

4. BIDDER shall have successfully constructed, completed and certified, the following:

1. A minimum of three (3) electrical substations of 15kV or higher within the past 5 years.

2. At least one of the above projects must be minimum of \$1,500,000 value.

List these projects below (or attach).

Project #1 Name: Farmlife Substation 230kV Substation

Contract Amount: \$10,670,875.00

Owner: Florida Power & Light **Phone No:** 561-694-3962

Consultant /Engineer ECI - Dan Short **Phone No.** 406-259-9933

Owner Contact: Robert Thomas **Phone No.** 561-694-3962

Description of Project: Construction of 230kV Transmission Switchyard, 2 - 230/138kV autotransformers, Relay Vault & Battery Vault

Date Completed: 08/02/2019

Contract Schedule (days): 200

Actual Completion Schedule (days): 250

Project #2 Name: Hennis Substation

Contract Amount: \$2,604,187.59

Owner: Florida Power **Phone No:** 561-694-3962

Consultant /Engineer ECI -Dan Short **Phone No.** 406-259-9933

Owner Contact: Joe Mills **Phone No.** 561-694-3962

Description of Project: Construction of 230kV Solar Collection Subs., Foundations, Conduits, Structures, Bus-Work & Cablling

Date Completed: 01/18/2022

Contract Schedule (days): 120 days

Actual Completion Schedule (days): 135 days

Project #3 Name: Parrot Substation

Contract Amount: \$4,459,426.00

Owner: Florida Power & Light **Phone No:** 561-694-3962

Consultant /Engineer Sargent Lundy **Phone No.** 312-269-2000

Owner Contact: Joe Mills **Phone No.** 561-694-3962

Description of Project: Construction of 230/34.5kV Substation, Foundations, Conduits, Grounding, Bus-Work, Testing

Date Completed: 05/08/2020

Contract Schedule (days): 210 days

Actual Completion Schedule (days): 232

5. List ALL projects within the past five years (started, underway, or completed) in which liquidated damages (LD) were incurred, either directly or indirectly (please add additional pages if necessary): We have not had any liquidated damages.

Project: none

LD Amount: -

LD Unit Price: -

Project: none

LD Amount: -

LD Unit Price: -

Project: none

LD Amount: -

LD Unit Price: -

6. BIDDER shall specifically name proposed superintendents to be utilized on this project and identify years of experience completed by the proposed superintendents within the previous seven (7) years. It is preferable that the experience is with the current bidder's company. List the Bidder's Employed Project Manager/Construction Manager and the on-site foreman at a minimum. Most of the 7 years experience must be substation construction related and/or include general civil or electrical construction. Resumes providing the qualification of Project/Construction Manager and On-Site Forman must be submitted with the Bid. The City reserves the right to reject Bids submitted without the resumes and those that could not provide minimum qualification requirements.

Name: Troy Janoske

Position: Project Manager

Years of Experience with BIDDER: 36

Type of Work Responsible For: Project Management

License: -

(attach resume)

Name: Michael Gneiting

Position: Superintendent/Foreman

Years of Experience with BIDDER: 2 years (20+ Electrical Exp)

Type of Work Responsible For: Overseeing Job site, Management of material, manpower, cost & quality control, supervision of employees, safety awareness
-

License: -

(attach resume)

Name: Robert Forbes

Position: Foreman

Years of Experience with BIDDER: 25 years

Type of Work Responsible For: Overseeing Job site, Management of material, manpower, cost & quality control, supervision of employees, safety awareness
-

License: -

(attach resume)

7. BIDDER shall provide information related to the job safety and safety rating of the corporation (**Fill out Bidder Qualification Form Appendix 1 - Contractor Safety Form**). Bidder must have no higher than an OSHA Experience Modification Rate (EMR) of 1.0 and no higher than a Total Recordable Incident Rate (TRIR) of 3.0 for qualification:
2021 EMR 0.70, 2021 TRIR 1.78

See attachment #2

10. Bonding Capacity

(a) Please state your bonding capacity per project. \$500,000,000.00

(b) Please state your total bonding capacity. 1,500,000,000.00

- (c) Please provide name, address and contact person of your bonding company.

Travelers Bond & Specialty Ins. - Jack Preston

1 N. Dale Mabry Hwy.

Tampa, FL 33609

12. What equipment do you own that is available for the proposed work?

See attachment 3

13. What equipment will you purchase for the proposed work?
What ever equipment that we do not already have or that can be rented
-
14. What equipment will you rent for the proposed work?
Mini Excavators, Skid Steers, Trenchers, Forklifts, Booms, Rammer
-
15. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).
We have not had any claims made against our performance or payment bonds.
-
-
16. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor(s) during the last five (5) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute and the resolution of the same.
none
-
-
17. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business. (If corporation, state the name of the president and secretary. If a partnership, state the name of all partners. If a trade name, state the name of the individuals who do business under the trade name).
Energy Erectors, Inc.
- (a) The business is a Corporation
- (b) The address of the principal place of business is: 31588 Progress Rd. Leesburg, FL 34748
- (c) The name of the corporate officers, or partners, or individuals doing business under a trade name are as follows:
Robert Apple, President; George Pita, Secretary; Darren Webb, VP; Mohamed Konate, VP - Operations;
-

Jason Kangas, VP Project Management; Paul Yeckley, Safety Manager, Devon King, Comptroller

If a Corporation, attach a copy of the most recent good standing certificate issued by the Secretary of State of Florida. See Attachment 4

Date 08/10/2022

Bidder: Energy Erectors, Inc.

By: Troy Janoske

Title: Project Manager

Mailing Address: 31588 Progress Rd.

Leesburg, FL 34748

END OF BIDDER'S QUALIFICATION QUESTIONNAIRE

BIDDER'S QUALIFICATION QUESTIONNAIRE
00310-6

Appendix 1 - Bidder Qualification Form

CONTRACTOR SAFETY FORM

At CITY, the safety of all personnel on site is of utmost importance. CITY is committed to achieving and maintaining an injury free work environment for their employees, the employees of its contractors and the public. CITY expects contractors to be responsible for the safety of their employees, their subcontractors and others who are on or near the job site.

As a contractor performing work for CITY, you, your employees and any subcontractors and their employees will be expected to work within all applicable federal, state and local safety laws and regulations including the Occupational Safety and Health Act and any applicable CITY safety guidelines. Any equipment supplied or brought on to CITY premises shall meet or exceed all existing OSHA requirements, all applicable federal, state and local safety laws and CITY standards. At CITY, we believe every person on our property or premises is entitled to expect a safe working environment. As a contractor your responsibilities to your employees are defined by the OSHA General Duty Clause and the Electric Utility HASP. No contractor or subcontractor shall require an employee to work in surroundings or under working conditions that are unsanitary, dangerous or hazardous to their health or safety. While your responsibilities to your employees are defined by federal law, your responsibilities to CITY, and our employees or to any other person on the job site are spelled out in your contract.

You must have a designated person on site, who is responsible for the prevention of accidents and administration of your safety program. You must report all injuries to CITY immediately. CITY may require a contractor to remove from the job site, any personnel or subcontractors who fail to obey any laws or regulations. CITY states in your contract that CITY may terminate the whole or any part of your contract for the contractor's failure to perform any of the contract obligations for health and safety.

All contractors must submit Contractor Corporate Safety Assessments.

Contractor Corporate Safety Assessment

Do you have a safety mission statement? _____ if yes, please state _____

Do you have annual safety goals? _____ If yes, your goals are: _____

OSHA 200 Safety history for the most recent 3 years.
Use the following formula for incident/accident rate:

$$\text{RATE} = \frac{\text{INJURIES X 200,000}}{\text{ACTUAL HOURS WORKED}}$$

| | Year | 21 YTD | 20 | 19 | 18 |
|-----------------------------------------------|------|--------|-------|-------|-------|
| 1.OSHA recordable incident rate | | _____ | _____ | _____ | _____ |
| 2.Number of recordable injury cases. | | _____ | _____ | _____ | _____ |
| 3.Lost time accident rate. | | _____ | _____ | _____ | _____ |
| 4.Number of lost time accidents | | _____ | _____ | _____ | _____ |
| 5.Total number of hours worked | | _____ | _____ | _____ | _____ |
| 6.Number of fatalities | | _____ | _____ | _____ | _____ |
| 7.Your Experience Modification Rate (EMR) . . | | _____ | _____ | _____ | _____ |

Has your company received an OSHA citation within the last 3 years? _____ If yes, explain the nature of each citation and list the citation amount. (Attach extra sheet if needed.)

Does your company have safety meetings for field employees? _____

If so how often? _____

Do you conduct field safety inspections? _____ If so by whom? _____

How often? _____

Does your crew hold daily job briefings? _____ Are they recorded? _____

How many hours of safety training/orientation are conducted for field personnel? _____ How often?

Do you have a safety incentive program? _____

Do you maintain inspection records on your equipment? _____

Do you have a feedback system for safety concerns arising from hazard assessments/field inspections? _____

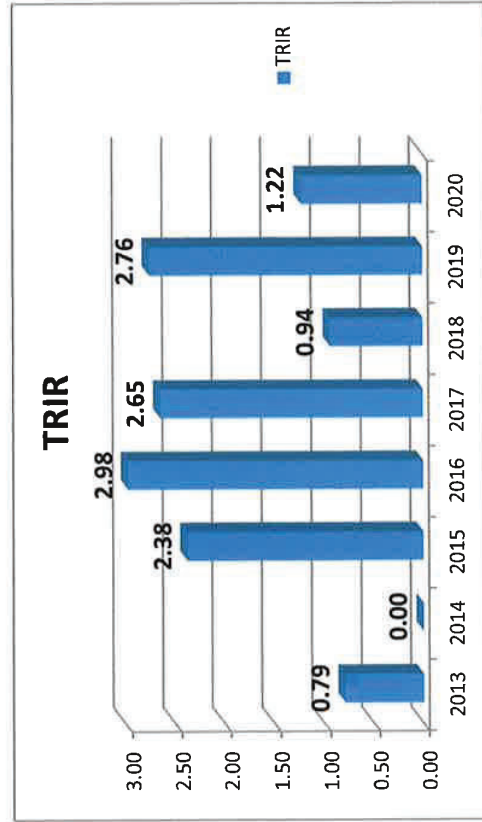
If yes, Please explain: _____



Energy Erectors Injury and Illness Report

| | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|--------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hours worked | 252,156 | 192,393 | 251,277 | 336,124 | 377,871 | 427,542 | 435,256 | 490,397 | 449,045 |
| OSHA Recordable injuries | 1 | 0 | 3 | 5 | 5 | 2 | 6 | 3 | 4 |
| DART injuries | 1 | 0 | 0 | 2 | 2 | 1 | 3 | 2 | 0 |
| LWD injuries | 0 | 0 | 0 | 2 | 1 | 0 | 3 | 2 | 3 |
| TRIR | 0.79 | 0.00 | 2.38 | 2.98 | 2.65 | 0.94 | 2.76 | 1.22 | 1.78 |
| DART rate | 0.79 | 0.00 | 0.00 | 1.19 | 1.06 | 0.47 | 1.38 | 0.82 | 0.00 |
| LTIR | 0.00 | 0.00 | 0.00 | 1.19 | 0.53 | 0.00 | 1.38 | 0.82 | 1.34 |

| | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
|------|------|------|------|------|------|------|------|------|
| TRIR | 0.79 | 0.00 | 2.38 | 2.98 | 2.65 | 0.94 | 2.76 | 1.22 |
| DART | 0.79 | 0.00 | 0.00 | 1.19 | 1.06 | 0.47 | 1.38 | 0.41 |
| LTIR | 0.00 | 0.00 | 0.00 | 1.19 | 0.53 | 0.00 | 1.38 | 0.82 |





Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1718-0175

OSHA's Form 300A (Rev. 01/2004) Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

| Number of Cases | | |
|------------------------|------------------------------------------------|--------------------------------------------------------|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction |
| 0 (G) | 3 (H) | 0 (I) |
| | | 1 (J) |

| Number of Days | |
|-------------------------------------|-----------------------------------------------------|
| Total number of days away from work | Total number of days of job transfer or restriction |
| 246 (K) | 18 (L) |

| Injury and Illness Types | | | | | |
|--------------------------|---------------------------|---|-------------------------|---|--|
| Total number of... (M) | (1) Injury | 4 | (4) Poisoning | 0 | |
| | (2) Skin Disorder | 0 | (5) Hearing Loss | 0 | |
| | (3) Respiratory Condition | 0 | (6) All Other illnesses | 0 | |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Energy Erectors
 Street 31588 Progress Road
 City Leesburg State FL Zip 34748
 Industry description (e.g., Manufacture of motor truck trailers)
Utility Construction
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 3 0

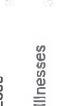
Employment information

Annual average number of employees 122
 Total hours worked by all employees last year 449045

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.


 Sr. Vice President
 Title
 702-647-0059
 Phone
 3-31-2022
 Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses



Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log, if you had no cases, write "0." Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths _____ Total number of cases with days away from work _____ Total number of cases with job transfer or restriction _____ Total number of other recordable cases _____

(G) 0 (H) 2 (I) 0 (J) 1

Number of Days

Total number of days away from work _____ Total number of days of job transfer or restriction _____

(K) 33 (L) 192

Injury and Illness Types

Total number of ... (M)

(1) Injuries _____ 3 (4) Poisonings _____ 0
 (2) Skin disorders _____ 0 (5) Hearing loss _____ 0
 (3) Respiratory conditions _____ 0 (6) All other illnesses _____ 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

This reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any other aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Avenue, NW, Washington, DC 20210. Do not send the completed forms to this office.

Establishment information

Your establishment name Energy Erectors - All Locations
 Street N/A

City N/A State FL ZIP _____

Industry description (e.g., *Manufacture of motor truck trailers*) _____

Standard Industrial Classification (SIC), if known (e.g., SIC 3715) _____

OR _____
 North American Industrial Classification (NAICS) if known (e.g., 336212)
238210

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees _____ 127

Total hours worked by all employees last year _____ 490,398

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

S. Smith
 Company executive

Senior Vice President
 Title

702-647-0059 Date 01/07/21

Phone

Summary of Work-Related Injuries and Illnesses

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

| | | | |
|------------------------|------------------------------------------------|--------------------------------------------------------|----------------------------------------|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|------------------------------------------------|--------------------------------------------------------|----------------------------------------|

(G) 0 (H) 3 (I) 1 (J) 2

Number of Days

Total number of days away from work

(K) 80 (L) 145

Injury and Illness Types

Total number of (M)

| | | | |
|----------------------------|---|-------------------------|---|
| (1) Injuries | 5 | (4) Poisonings | 0 |
| (2) Skin disorders | 0 | (5) Hearing loss | 0 |
| (3) Respiratory conditions | 0 | (6) All other illnesses | 1 |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 16 minutes per response, including the time for reviewing the instructions, searching existing data sources, gathering the data, reviewing the collection of information, reviewing the instructions, and completing and reviewing the collection of information. Send comments to Washington, DC 20503. Do not send this information to the collection of information. For more information on this burden estimate or any other aspect of this data collection, contact the US Department of Labor, OSHA Office of Statistics, Room No. 3944, 201 Constitution Avenue, NW, Washington, DC 20210. Do not send this information to the collection of information.

Establishment information

Your establishment name Energy Erectors Inc.
Street 31588 Progress Rd

City Leesburg State FL ZIP 34748

Industry description (e.g., Manufacture of motor truck trailers)

Electrical Contractor
Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR

North American Industrial Classification (NAICS), if known (e.g., 336212)
238210

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 135
Total hours worked by all employees last year 435,286

Sign here

Knowingly falsifying this document may result in a fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete

[Signature] Senior Vice President
Company executive Title

Phone 702-647-0059 Date 01/07/2020

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

Establishment name: Energy Erectors - All Locations
City: Leesburg State: FL

Identify the person

Describe the case

Classify the case

| (A) Case No. | (B) Employee's name | (C) Job Title <i>(e.g., Welder)</i> | (D) Date of injury or onset of illness | (E) Where the event occurred <i>(e.g., Loading dock north end)</i> | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill <i>(e.g., Second degree burns on right forearm from acetylene torch)</i> | (G) Death | (H) Days away from work | (I) Job transfer or restriction | (J) Other recordable cases | (K) Days away from work | (L) On job transfer or restriction | (M) Enter the number of days the injured or ill worker was: | (1) Slight disability | (2) Medium disability | (3) Severe disability | (4) Permanent disability | (5) Death | (6) All other |
|-----------------|------------------------|-------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|-------------------------------------|-------------------------------------|----------------------------|---------------------------------------|----------------------------------------------------------------|--------------------------|--------------------------|--------------------------|-----------------------------|--------------------------|-------------------------------------|
| 2019-1548 | | EQUIPMENT OPERATOR | 06/11 | Digging in a trench | Upper Arm / Right Side / Soft Tissue Injuries / Material | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 24 days | 83 days | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2019-183 | | GROUNDMAN | 02/05 | In substation yard | Abdomen including Groin / Sprain, Strain, Whiplash / Lifting / Mals (Crane) | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 0 days | 0 days | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2019-2128 | | SUBSTATION TECHNICIAN | 07/11 | trench | / / Heat/Temperature / Heat/Temperature | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 7 days | 0 days | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2019-2915 | | GROUNDMAN | 08/09 | Substation Yard | Foot/Ankle/Toes / Right Side / Fracture, Simple / Unsafe Act / Material | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | 0 days | 62 days | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2019-363 | | QA/QC | 02/26 | Trenwa | Forearm / Right Side / Cut, Laceration / Improper method / Material | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | 0 days | 0 days | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2019-4398 | | GROUNDMAN | 10/14 | In substation yard | Finger(s) / Right Side / Amputation / Forklift-powered industrial truck / | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | 49 days | 0 days | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Page Totals -> 0 3 1 2 80 145 5 0 0 0 0 0 0 0 0 0 0 0 1

Page 1 of 1

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time for reviewing the instructions, searching existing data sources, gathering the data, reviewing the collection of information, and completing and reviewing the collection of information. Send comments to Washington, DC 20503. Do not send the completed forms to this office.

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

Year 2018

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've edited the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths _____ Total number of cases with job transfer or restriction _____ Total number of other recordable cases _____

(G) 0 (H) 0 (I) 1 (J) 1

Number of Days

Total number of days away from work _____ Total number of days of job transfer or restriction _____

(K) 0 (L) 42

Injury and Illness Types

Total number of _____

- (M) _____
- (1) Injuries _____ 2 (4) Poisonings _____ 0
- (2) Skin disorders _____ 0 (5) Hearing loss _____ 0
- (3) Respiratory conditions _____ 0 (6) All other illnesses _____ 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 20 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Please do not respond to this collection of information unless it displays a currently valid OMB control number. If you have any comments about this estimate of time, the collection of information, contact the U.S. Department of Labor, OSHA, Office of Statistics, Room N-3614, 200 Constitution Avenue, NW, Washington, DC 20510. Do not send this completed form to this office.

Establishment Information

Your establishment name Energy Erectors
Street 315688 Progress Road

City Leesburg State FL ZIP - 34748

Industry description (e.g., Manufacture of motor truck trailers)

Electrical Contractors

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

1731

OR

North American Industrial Classification (NAICS), if known (e.g., 356212)

238210

Employment Information

(If you don't have these figures, see the instructions on the back of this page to estimate.)

Annual average number of employees _____ 118

Total hours worked by all employees last year _____ 427,542

Sign here X [Signature]
I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Company signature [Signature] Title SVP

Date 7-02-2019 1-4-19

Form 300A

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

Year 2018
U.S. Department of Labor
Occupational Safety and Health Administration
Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an Injury and Illness Incident Report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Energy Erectors
City: Leesburg State: FL

| Identify the person | | Describe the case | | Classify the case | | Enter the number of days the injured or ill worker was: | | Check the "injury" column or choose one type of illness: | | | | | | | | | |
|---------------------|------------------------|------------------------------------|-------------------------------------------|-------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|----------------------------|----------------------------------------------------------|-------------------------------------|-----------------------------------|---------------------------------------|--------------------------|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| (A) Case No. | (B) Employee's name | (C) Job Title (e.g., Welder) | (D) Date of injury or onset of illness | (E) Where the event occurred (e.g., Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from oxy/acetylene torch) | (G) Death from work | (H) Days away from work | (I) Job transfer or restriction | (J) Other recordable cases | (K) Away from work restriction | (L) On job transfer or restriction | (1) Skin disorder | (2) Respiratory condition | (3) Poisoning | (4) Hearing loss | (5) Loss of limb | (6) Adapted |
| 2018-448 | | | 02/22 | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2018-819 | | WIREMAN | 04/10 | | | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Page Totals -> 0 0 1 1 0 42 0 0 0 0 0 0 0 0 0 0 0 0
Page 1 of 1

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instructions, search existing data sources, gathering the data, reviewing the collection of information, reviewing the instructions, and completing the review of the information. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20103. Do not send the collection of information to the office.

City of Lake Worth Beach
IFB #22-110
Canal Transmission Substation Construction

00500
AGREEMENT

THIS AGREEMENT is dated and will be effective on the _____ day of _____ in the year 20____, by and between the **City of Lake Worth Beach** (hereinafter called Owner) and **Energy Erectors, Inc.** (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1. WORK.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: City of Lake Worth Beach Electric Utilities Canal Transmission Substation Construction and all else necessary for a complete and functional project that meet or exceeds all requirements of the City of Lake Worth Beach Electric Utilities.

The Project, of which the Work under the Contract Documents is a part, shall be referred to as: City of Lake Worth Beach City of Lake Worth Beach Electric Utilities Canal Transmission Substation Construction.

ARTICLE 2. ENGINEER

The Project has been designed by Power Engineers, Inc., 1060 Maitland Center Commons, Suite 110, Orlando, FL 32751 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 475 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 505 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 Two Thousand and Five Hundred 00/100 dollars (\$ 2,500.00) 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 Two Thousand Five Hundred and 00/100 dollars (\$2,500.00) 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 PRICES Three Million Three Hundred FiftyTwo Thousand Six Hundred Ninety Dollars (\$ 3,352,690.00)

which is based on the unit price(s) in the Bid Form Unit Price Schedule.

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 10th day of each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the schedule of values established in 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.

AGREEMENT

00500-2

95% of Work completed.

95% 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).

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 416, inclusive);
- b. Contractor's Bid (page 00300-1 to 00300-14, 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 Project Specifications not attached hereto but incorporated by the reference consisting of 276 pages named IFB#22-110 Construction Specification with Appendix.

8.9 Drawings not attached hereto but are listed in Specifications.

8.10 Addenda numbers 1 to 2, inclusive.

8.11 Contractor's Bid consisting of 126 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.

AGREEMENT

00500-6

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 PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT: ATTENTION CITY CLERK, (561) 586-1660 OR CITYCLERK@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.
- e) 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: _____
Melissa Ann Coyne, 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:

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2022, 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:

City of Lake Worth Beach
IFB #22-110
Canal Transmission Substation Construction

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 _____, 2022.

Witness

Principal

Title

(Corporate Seal)

Witness

Surety

Attorney-in-Fact
(Attach Power of Attorney)

Print Name

(Corporate Seal)

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

**City of Lake Worth Beach
IFB #22-110
Canal Transmission Substation Construction**

**00670
CONTRACTOR'S AFFIDAVIT TO OWNER**

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/They are a (Corporation, Partnership or Individual) of _____ (State), doing business as _____ (Company Name), hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with _____ hereinafter called "Owner" to do Work (furnish material, labor and services) for the construction of _____, located at _____ County, Florida.

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

NAME OF LIENOR

AMOUNT DUE AND UNPAID

\$

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contract.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit.

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.
Signed and sealed in the presence of:

(ENTITY)

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this ____ day of _____ 2022, 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:

CONTRACTOR'S AFFIDAVIT TO OWNER
00670-1

November 2018

00680
APPLICATION FOR PAYMENT NO. _____

Project: IFB #22-110 Canal Transmission Substation Construction

Application is made for payment, as hereinafter shown, in connection with this Agreement:

| | |
|--------------------------------------------------------|------------------------|
| Total Work to Date - see attached schedule | \$ _____ |
| Work performed from _____ | (date) to _____ (date) |
| 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 _____ 2022, 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.

Power Engineers, Inc.

Date: _____

By: _____
 (Name) (Title)

Date: _____

CITY OF LAKE WORTH BEACH
 By _____
 (Name) (Title)

00681

SCHEDULE OF VALUES AND WORK COMPLETED

PROJECT TITLE: **IFB #22-110 Canal Transmission Substation Construction**

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

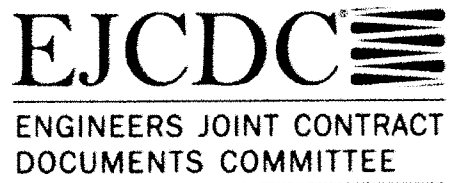
TOTAL MATERIAL SUITABLY STORED \$ _____

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



These General Conditions have been prepared for use with the Agreement Between Owner and Contractor for Construction Contract (EJCDC® C-520, Stipulated Sum, or C-525, Cost-Plus, 2013 Editions). Their provisions are interrelated and a change in one may necessitate a change in the other.

To prepare supplementary conditions that are coordinated with the General Conditions, use EJCDC's Guide to the Preparation of Supplementary Conditions (EJCDC® C-800, 2013 Edition). The full EJCDC Construction series of documents is discussed in the Commentary on the 2013 EJCDC Construction Documents (EJCDC® C-001, 2013 Edition).

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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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 Payment And Performance Bond (00620).
- b. 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-4 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-5 APPROPRIATION OF FUNDS

This project is subject to approval and appropriation of funds by the City of Lake Worth Beach City Commission.

SPC-6 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-7 CONE OF SILENCE

All communications shall be in accordance with the City of Lake Worth Beach Code of Ordinances, Section 2-112(k), Cone of Silence.

SPC-8 ADDITIONAL AND SUPPLEMENTAL DISCLOSURE REQUIREMENTS

Any applicant coming before the City of Lake Worth Beach 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 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 preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
3. **LIAISON:**
 - a. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of the Contract Documents; and assist ENGINEER in serving as OWNER's liaison with CONTRACTOR when CONTRACTOR's operations affect OWNER's on-site operations.
 - b. Assist in obtaining from OWNER additional details or information, when required for proper execution of the Work.
4. **SHOP DRAWINGS AND SAMPLES:**
 - a. Record date of receipt of Shop Drawings and samples.
 - b. Receive samples which are furnished at the site by CONTRACTOR, and notify ENGINEER of availability of samples for examination.

- c. Advise ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not been approved by ENGINEER.
5. REVIEW OF WORK, REJECTION OF DEFECTIVE WORK, INSPECTIONS AND TESTS:
 - a. Conduct on-site observations of the Work in progress to assist ENGINEER in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to ENGINEER whenever RPR believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
 - c. Verify that tests, equipment and systems startups and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to ENGINEER appropriate details relative to the test procedures and startups.
 - d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
6. INTERPRETATION OF CONTRACT DOCUMENTS: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
7. MODIFICATIONS: Consider and evaluate CONTRACTOR's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to ENGINEER. Transmit to CONTRACTOR decisions as issued by ENGINEER.
8. RECORDS:
 - a. Maintain at the job site or ENGINEER's office files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - b. Record names, addresses and telephone numbers of all CONTRACTORS, subcontractors and major suppliers of materials and equipment.
9. REPORTS:
 - a. Furnish ENGINEER periodic reports as required of progress of the Work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - b. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
 - c. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to ENGINEER Change Orders, Work Directive Changes, and Field Orders.
 - d. Report immediately to ENGINEER and OWNER upon the occurrence of any accident witnessed by RPR or that was otherwise made known to RPR.
10. PAYMENT REQUESTS: Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to

ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

11. **CERTIFICATES, MAINTENANCE AND OPERATION MANUALS:** During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to OWNER prior to final payment for the Work.

12. **COMPLETION:**

- a. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.
- b. Conduct final inspection in the company of ENGINEER, OWNER and CONTRACTOR and prepare a final list of items to be completed or corrected.
- c. Observe that all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.

C. LIMITATIONS OF AUTHORITY

Resident Project Representative:

1. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment, unless authorized by ENGINEER.
2. Shall not exceed limitations of ENGINEER's authority as set forth in the Contract Documents.
3. Shall not undertake any of the responsibilities of CONTRACTOR, subcontractors or CONTRACTOR's superintendent.
4. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
5. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
6. Shall not accept Shop Drawing or sample submittals from anyone other than Contractor.
7. Shall not authorize OWNER to occupy the Project in whole or in part.
8. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by ENGINEER.

END OF SECTION

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 publicly 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.

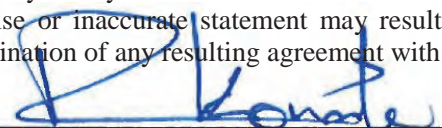
Neither the undersigned business nor any of its owners or officers contributed more than \$100.00 to the campaign of a sitting City Commission member. [If you checked this statement, you are done and may sign below.]

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: Mohamed Konate

Print Title: Vice President of Operations

Print Name of Business: Energy Erectors, Inc.

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: _____

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 _____, 20__.

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.

City of Lake Worth Beach
IFB #22-110
Canal Transmission Substation Construction

00851
SCRUTINIZED COMPANIES CERTIFICATION FORM

By execution below, I, Mohamed Konate, on behalf of Energy Erectors, Inc. (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.
4. 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.
5. 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: 

Name: Mohamed Konate Title: Vice President of Operations

Date: 08/10/2022

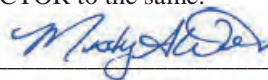
STATE OF Florida)

COUNTY OF Lake)

THE FOREGOING instrument was acknowledged before me by means of xphysical presence or online notarization on this 15th day of August 2022, by Mohamed Konate, as the Vice President of Operations [title] of Energy Erectors, Inc. [vendor's name], a Florida Corporation [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 Seal:



Notary Public Signature



**INVITATION FOR BID
IFB 22-110
Addendum No. 1**

Canal Transmission Substation Construction

This addendum shall modify, clarify, change, or add information and clarification and become part of the above referenced RFP.

New Questions Deadline:

Questions Deadline has been extended to July 25, 2022 at 4 p.m.

Questions & Answers:

Question 1: I don't see anything that calls out substation steel and materials other than where the contractor is responsible for installation. Is there someone at CLWB that can tell us if a package is involved or if the contractors bidding the installation are supplying the S/S equipment/steel, etc.?

Answer 1: Please see section 2A2.2 for the list of Owner supplied material. Steel structures, Anchor bolts, and joining hardware for the structures will be provided by CLWB from Distran.

Question 2: Does the above project currently have an estimated value and mobilization date?

Answer 2: Mobilization is as soon as awarded, under contract, and PO cut. Expectation is October start. Estimated construction budget is approximately \$2,200,000.00.

Question 3: Looking at the canal substation RFB that is currently out – is the 2-mile 138kv t-line that ties to this already being built or will that be looking for a contractor soon as well?

Answer 3: 2 of the lines going in to the Transmission Switchyard are provided by FPL and only terminations from the awarded bidder from the last pole to the take off structure are included in this build. We have no knowledge of FPL bid operations. The 3rd transmission line is already existing from our Main Yard Substation to Canal and will only have a 4-pole

job to properly set the tap off this new 138kV station. The tap and poles are not included in this scope of work.

Question 4: Would you be interested in receiving a proposal from our company to shoot aerial photos by aircraft or by drone of this project?

Answer 4: This request is not part of the project.

Question 5: My name is Mary Ann Mazzella. I supply electrical connectors and other Electrical components. Is it possible for me to receive a list of the contractors so I can supply the best prices in the market? Thanks, I'm advance for your assistance.

Answer 5: Plan Holders list is attached to this Addendum.

Question 6: How do I get plans for this project that do not have Review written on it?

Answer 6: Please see instructions provided in document 00020 Invitation to Bid, second paragraph.

Question 7: Is it possible to leave the owner furnished material at the City's warehouse until needed on-site?

Answer 7: Yes, received material is safely stored until contractor is prepared to pick up and deliver to construction site.

Question 8: Are there any work hour restrictions? Can we work a 6 x 10 schedule?

Answer 8: Yes, this is a green site and will not require CLWB supervision as typical for live stations. A 6 X 10 is acceptable.

Question 9: Is it acceptable to use the spoils from the retention pond excavation as fill for low spots in the new yards?

Answer 9: It is assumed that contractor will bring in all new and clean fill for the yards. This should be priced in to the bid. It is possible but not guaranteed that some may be used but it is at the discretion of CITY.

Question 10: Can we have locked gate access for security?

Answer 10: Contractor may install their own fencing/gate and lock the site down when not present. The overall property has a locked gate and fence with shared access between FPU and CLWB for access to the propane station and our live substation. Contractor can't block access to these two stations. Contractor may chain their lock with the others at the main gate there as well.

Question 11: Can you please email me the most current plans holders list for the project mentioned above?

Answer 11: Plan Holders list is attached to this Addendum.

Question 12: We are respectfully requesting Q&A to remain open until Monday, July 25th - 5pm EST please.

Answer 12: See above new dedline.

| Number | Company Name | Primary Contact | Primary Contact Email |
|------------|------------------------------------|-----------------|------------------------------|
| IFB#22-110 | CONDUCTOR POWER LLC. | Hali | halic@conductorpower.com |
| IFB#22-110 | Custom Built Marine Construction | Robbie | Robbie@custombuiltmarine.com |
| IFB#22-110 | Dennis J. Leavy & Associates, Inc. | Dave | survey@djlasurvey.net |
| IFB#22-110 | Emerald Electrical Consultants LLC | Ryan | rtruit@emerald-power.com |
| IFB#22-110 | Energy Erectors, Inc. | Elizabeth | ebrown@energyerectors.net |
| IFB#22-110 | Engineered Power Products Inc | Michael | mike.albers@epprep.com |
| IFB#22-110 | Hooper Corporation | Rosemary | bidepdf@hoopercorp.com |
| IFB#22-110 | Kiewit Energy Group Inc. | Charisse | charisse.meier@kiewit.com |
| IFB#22-110 | Power Grid Engineering | AJ | aj.khazami@qualusmail.com |
| IFB#22-110 | Power Line Services, Inc. | Nicole | bids@powerlinesinc.com |
| IFB#22-110 | Powerserve Technologies,inc. | Leonardo | LVELOSA@POWERSERVETECH.CO |
| IFB#22-110 | The LE Myers Company | Raymond | rrichards@myrgroup.com |



**INVITATION FOR BID
IFB 22-110
Addendum No. 2**

Canal Transmission Substation Construction

This addendum shall modify, clarify, change, or add information and clarification and become part of the above referenced RFP.

Questions & Answers:

Question 1: Will you please provide the camera and microwave pole dimensions, weight, and auger size and depth required for embedment?

Answer 1: Microwave pole installation will be completed under a separate contract and not included under this scope of work. Camera poles will be direct embedded ductile iron poles (55', ~2' diameter, 4,172 lbs, 8' embedment per pole)

Question 2: Will you please provide Station Single Line Drawing showing all electrical equipment to be tested?

Answer 2: Cable testing requirements are located in section 2F.4 of the specification. Equipment testing requirements are located in section 2I.4 & 2I.5. One line provided for relaying/P&C equipment (CTS-138-1L-002-1.PDF)

Question 3: Will you please provide P&C Drawings showing protection and control equipment?

Answer 3: P&C drawings will be provided after award. One line provided for relaying/P&C equipment (CTS-138-1L-002-1.PDF). All equipment inside the Relay Vault including relay panels will be wired by others. Contractor will only be responsible with terminating and connecting external cables to equipment inside the Relay Vault. Remote wiring diagrams will be provided after award.

Question 4: Will you please provide the Testing & Commissioning specifications?

Answer 4: One line provided for relaying/P&C equipment. Testing & commissioning shall include all necessary testing required for a fully functional substation. This includes but not limited to breaker trip/close, breaker failure, transmission line end-to-end testing, ect.

Testing & commissioning for the FPL lines will need to be coordinated with FPL for remote end stations.

Question 5: Does the P&C Scope include any SCADA, RTAC equipment testing?

Answer 5 SCADA testing to be completed by others and not included in this scope of work.

Question 6: Will there be a circuit schedule provided?

Answer 6: See attached circuit schedule (CTS-138-CBL-001-0).

Question 7: Did not see a spec. for the multi-conductor cable in the bid docs, will one be supplied?

Answer 7: See attachment.

Question 8: Is the contractor required to procure the 26KV fused disconnects?

Answer 8: No. These will be furnished by others and installed by the contractor.

1.1 GENERAL

Contractor shall furnish and install all connecting wires and cable in strict conformance with the applicable Drawings and Specification. The Contractor shall be responsible for all attachment materials to complete the installations. All materials and equipment to be used during installation of the wire and cable shall be stored so as to protect them from deterioration or damage. Electronic data cables for RS-232, RS-485, and COAX shall be provided and installed by the Contractor as indicated in the cable schedule.

1.2 MATERIALS

1.2.1 Wire type and size for above-grade and conduit run connections shall be determined as specified below unless otherwise designated on the Drawings.

1.2.1.1 Current circuits shall have a minimum size of #10 AWG.

1.2.1.2 Potential circuits shall have a minimum size of #10 AWG.

1.2.1.3 Multi-conductor control cable shall be insulated, with an overall jacket, tray cable rated and suitable for direct burial and wet/dry locations conforming to, NEMA WC-7, WC-8, IEEE-383 and the following specifications:

1.2.1.3.1 Conductor - Class B stranded soft copper.

1.2.1.3.2 Primary Insulation – PE or approved insulation material per ICEA S-73-532, 0.030" thick, 600V (min.).

1.2.1.3.3 Color code – All multi-conductor cable shall be color coded per ICEA S-73-532, Table E-1. Contractor shall reimburse the Owner for any and all engineering changes required to revise drawings to reflect any other color scheme.

1.2.1.3.4 Assembly - For three (3) conductors or more, fillers and polyester tape covering (ten percent (10%) minimum overlap) shall be applied to form a round cable.

1.2.1.3.5 Overall jacket - The multiconductor cable shall have a PVC or approved material conforming with ICEA S-73-532 outer jacket applied over the cabled assembly.

1.2.1.3.6 Marking - The overall jacket shall be ink printed with 1) number and AWG size of conductor(s), 2) 600V, 3) stranding, and 4) manufacturer's name.

1.2.1.4 Coaxial cable for power line carrier

1.2.1.8.1 Use RG8A/U for all applications. Cable shall meet the following criteria:

1.2.1.8.2 Dielectric material - Polyethylene.

1.2.1.8.3 Jacket material - black polyvinylchloride, non-contaminating, Type IIA, per MIL-C-17.

1.2.1.8.4 Center Conductor - bare copper.

1.2.1.8.5 Number of shields - one.

1.2.1.8.6 Shield braid - bare copper.

1.2.1.8.7 Max operating temperature range - -40° to +80 degrees C.

| SHEET | LATEST REV. | SHEET | LATEST REV. | SHEET | LATEST REV. | SHEET | LATEST REV. | SHEET | LATEST REV. | SHEET | LATEST REV. | SHEET | LATEST REV. |
|-------|-------------|-------|-------------|-------|-------------|-------|-------------|-------|-------------|-------|-------------|-------|-------------|
| 1 | | 16 | | 31 | | 46 | | 61 | | 76 | | 91 | |
| 2 | | 17 | | 32 | | 47 | | 62 | | 77 | | 92 | |
| 3 | | 18 | | 33 | | 48 | | 63 | | 78 | | 93 | |
| 4 | | 19 | | 34 | | 49 | | 64 | | 79 | | 94 | |
| 5 | | 20 | | 35 | | 50 | | 65 | | 80 | | 95 | |
| 6 | | 21 | | 36 | | 51 | | 66 | | 81 | | 96 | |
| 7 | | 22 | | 37 | | 52 | | 67 | | 82 | | 97 | |
| 8 | | 23 | | 38 | | 53 | | 68 | | 83 | | 98 | |
| 9 | | 24 | | 39 | | 54 | | 69 | | 84 | | 99 | |
| 10 | | 25 | | 40 | | 55 | | 70 | | 85 | | 100 | |
| 11 | | 26 | | 41 | | 56 | | 71 | | 86 | | 101 | |
| 12 | | 27 | | 42 | | 57 | | 72 | | 87 | | 102 | |
| 13 | | 28 | | 43 | | 58 | | 73 | | 88 | | 103 | |
| 14 | | 29 | | 44 | | 59 | | 74 | | 89 | | 104 | |
| 15 | | 30 | | 45 | | 60 | | 75 | | 90 | | 105 | |

FOR BIDDING PURPOSES ONLY

REMARKS

REFERENCE DRAWINGS
 CTS-138-LDWG-001-0 List of Drawings
 CTS-138-CKT-001-0 Circuit Schedule

CTS-138-CBL-001-0.DWG



| REV | REVISIONS | | | DATE | DRN | DSGN | CKD | APPD | JOB NUMBER | | REV |
|-----|----------------|-----|--------|-------------------------------------------------------|----------------------------------|-----------------------------------|-----|------|------------|---|-----|
| | DSGN | PEI | 3/9/22 | CITY OF LAKE WORTH BEACH LAKE WORTH BEACH, FLORIDA | | | | | 170415 | 0 | |
| | DRN | PEI | 3/9/22 | | | | | | | | |
| | CKD | PEI | 3/9/22 | | CANAL TRANSMISSION SUBSTATION | | | | | | |
| | SCALE: NONE | | | CIRCUIT SCHEDULE | | DRAWING NUMBER CTS-138-CBL-001 | | | | | |



| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS |
|-------------|----------|-----------------------------------|---------------------------------------|----------------|-----------|-------------------|-----------|-----------------------------------|---------------|---------|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | |
| | AC-1 | Station Service Trans. Bank #1 | Cnd. 48 Cable Trench | Transfer Panel | AC Supply | 3 | 1/c 3B | 3/0 | 90 | |
| | AC-2 | Station Service Trans. Bank #2 | Cnd. 22, Cable Trench | Transfer Panel | AC Supply | 3 | 1/c 3B | 3/0 | 90 | |
| | AC-3 | ACLC | Relay Vault Cnd. | Transfer Panel | AC Supply | 3 | 1/c 3B | 3/0 | 10 | |
| | AC-11 | Pri. Batt. Charger | Relay Vault Cnd., House Tray | ACLC #1 | AC Supply | 1 | 2/c | 10 | 40 | |
| | AC-12 | Sec. Batt. Charger | Relay Vault Cnd., House Tray | ACLC #1 | AC Supply | 1 | 2/c | 10 | 40 | |
| | AC-35 | DS-M7031 | Cond. 16, Cable Trench, House Tray | ACLC #1 | AC Supply | 1 | 3/c | 10 | 270 | |
| | AC-36 | DS-M7032 | Cond. 50, Cable Trench, House Tray | ACLC #1 | AC Supply | 1 | 3/c | 10 | 180 | |
| | AC-37 | DS-M7033 | Cond. 32, Cable Trench, House Tray | ACLC #1 | AC Supply | 1 | 3/c | 10 | 130 | |
| | AC-38 | DS-M7034 | Cond. 4, Cable Trench, House Tray | ACLC #1 | AC Supply | 1 | 3/c | 10 | 230 | |
| | AC-39 | CB B7001 | Cnd. 14, Cable Trench, House Tray | ACLC #1 | AC Supply | 1 | 5/c | 10 | 175 | |
| CLWB | | CIRCUIT SCHEDULE | CANAL TRANSMISSION SUBSTATION | | | Sheet 2 | | Drawing Number CTS-138-CBL-001 | | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|--------------------------------------|-------------------------------|-----------|-------------------|------|------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | AC-40 | CB B7002 | Cnd. 25, Cable Trench, House Tray | ACLC #1 | AC Supply | 1 | 5/c | 10 | 120 | | |
| | AC-41 | CB B7003 | Cnd. 42, Cable Trench, House Tray | ACLC #1 | AC Supply | 1 | 5/c | 10 | 130 | | |
| | AC-42 | CB B7003 | Cnd. 28, Cable Trench, House Tray | ACLC #1 | AC Supply | 1 | 5/c | 10 | 170 | | |
| | AC-44 | ACLC #1 | House Tray | Panel A6 | AC Supply | 1 | 2/c | 10 | 50 | | |
| | B7001-1 | CB B7001 | Cnd. 12, Cable Trench House Tray | Panel A4 | CT Leads | 1 | 5/c | 10 | 200 | | |
| | B7001-2 | CB B7001 | Cnd. 12, Cable Trench House Tray | Panel A1 | CT Leads | 1 | 5/c | 10 | 185 | | |
| | B7001-3 | CB B7001 | Cnd. 12, Cable Trench House Tray | Panel A4 | CT Leads | 1 | 5/c | 10 | 200 | | |
| | B7001-4 | CB B7001 | Cnd. 12, Cable Trench House Tray | Panel A1 | CT Leads | 1 | 5/c | 10 | 185 | | |
| | B7001-5 | CB B7001 | Cnd. 13, Cable Trench House Tray | Panel A1 | Control | 1 | 12/c | 10 | 200 | | |
| | B7001-6 | CB B7001 | Cnd. 13, Cable Trench House Tray | Panel A1 | Control | 1 | 12/c | 10 | 185 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 3 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|----------------------------------|-------------------------------|----------|-------------------|------|------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | B7001-7 | CB B7001 | Cnd. 12, Cable Trench House Tray | Panel A1 | Control | 1 | 5/c | 10 | 185 | | |
| | B7001-8 | CB B7001 | Cnd. 13, Cable Trench House Tray | Panel A4 | Control | 1 | 5/c | 10 | 200 | | |
| | B7001-9 | CB B7001 | Cnd. 13, Cable Trench House Tray | Panel A1 | Control | 1 | 5/c | 10 | 185 | | |
| | B7001-10 | CB B7001 | Cnd. 13, Cable Trench House Tray | Panel A4 | Control | 1 | 5/c | 10 | 200 | | |
| | B7002-1 | CB B7002 | Cnd. 23, Cable Trench House Tray | Panel A2 | CT Leads | 1 | 5/c | 10 | 220 | | |
| | B7002-2 | CB B7002 | Cnd. 23, Cable Trench House Tray | Panel A1 | CT Leads | 1 | 5/c | 10 | 210 | | |
| | B7002-3 | CB B7002 | Cnd. 23, Cable Trench House Tray | Panel A2 | CT Leads | 1 | 5/c | 10 | 220 | | |
| | B7002-4 | CB B7002 | Cnd. 23, Cable Trench House Tray | Panel A1 | CT Leads | 1 | 5/c | 10 | 210 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 4 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|---------------------------------------------------|-------------------------------|----------|-------------------|------|------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | B7002-5 | CB B7002 | House Tray Cnd. 24, Cable Trench House Tray | Panel A2 | Control | 1 | 12/c | 10 | 220 | | |
| | B7002-6 | CB B7002 | House Tray Cnd. 24, Cable Trench House Tray | Panel A2 | Control | 1 | 12/c | 10 | 220 | | |
| | B7002-7 | CB B7002 | Cnd. 23, Cable Trench | Panel A2 | Control | 1 | 5/c | 10 | 220 | | |
| | B7002-8 | CB B7002 | House Tray Cnd. 24, Cable Trench House Tray | Panel A1 | Control | 1 | 5/c | 10 | 210 | | |
| | B7002-9 | CB B7002 | House Tray Cnd. 24, Cable Trench House Tray | Panel A2 | Control | 1 | 5/c | 10 | 220 | | |
| | B7002-10 | CB B7002 | House Tray Cnd. 24, Cable Trench House Tray | Panel A1 | Control | 1 | 5/c | 10 | 210 | | |
| | B7003-1 | CB B7003 | House Tray Cnd. 40, Cable Trench House Tray | Panel A3 | CT Leads | 1 | 5/c | 10 | 130 | | |
| | B7003-2 | CB B7003 | House Tray Cnd. 40, Cable Trench House Tray | Panel A2 | CT Leads | 1 | 5/c | 10 | 125 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 5 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|----------------------------------|-------------------------------|----------|-------------------|------|------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | B7003-3 | CB B7003 | Cnd. 40, Cable Trench House Tray | Panel A3 | CT Leads | 1 | 5/c | 10 | 130 | | |
| | B7003-4 | CB B7003 | Cnd. 40, Cable Trench House Tray | Panel A2 | CT Leads | 1 | 5/c | 10 | 125 | | |
| | B7003-5 | CB B7003 | Cnd. 41, Cable Trench House Tray | Panel A3 | Control | 1 | 12/c | 10 | 130 | | |
| | B7003-6 | CB B7003 | Cnd. 41, Cable Trench House Tray | Panel A3 | Control | 1 | 12/c | 10 | 130 | | |
| | B7003-7 | CB B7003 | Cnd. 40, Cable Trench House Tray | Panel A3 | Control | 1 | 5/c | 10 | 130 | | |
| | B7003-8 | CB B7003 | Cnd. 41, Cable Trench House Tray | Panel A2 | Control | 1 | 5/c | 10 | 125 | | |
| | B7003-9 | CB B7003 | Cnd. 41, Cable Trench House Tray | Panel A3 | Control | 1 | 5/c | 10 | 130 | | |
| | B7003-10 | CB B7003 | Cnd. 41, Cable Trench House Tray | Panel A2 | Control | 1 | 5/c | 10 | 125 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 6 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|----------------------------------|-------------------------------|----------|-------------------|------|------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | B7004-1 | CB B7004 | Cnd. 26, Cable Trench House Tray | Panel A3 | CT Leads | 1 | 5/c | 10 | 160 | | |
| | B7004-2 | CB B7004 | Cnd. 26, Cable Trench House Tray | Panel A4 | CT Leads | 1 | 5/c | 10 | 165 | | |
| | B7004-3 | CB B7004 | Cnd. 26, Cable Trench House Tray | Panel A3 | CT Leads | 1 | 5/c | 10 | 160 | | |
| | B7004-4 | CB B7004 | Cnd. 26, Cable Trench House Tray | Panel A4 | CT Leads | 1 | 5/c | 10 | 165 | | |
| | B7004-5 | CB B7004 | Cnd. 27, Cable Trench House Tray | Panel A4 | Control | 1 | 12/c | 10 | 165 | | |
| | B7004-6 | CB B7004 | Cnd. 27, Cable Trench House Tray | Panel A4 | Control | 1 | 12/c | 10 | 165 | | |
| | B7004-7 | CB B7004 | Cnd. 26, Cable Trench House Tray | Panel A4 | Control | 1 | 5/c | 10 | 165 | | |
| | B7004-8 | CB B7004 | Cnd. 27, Cable Trench House Tray | Panel A3 | Control | 1 | 5/c | 10 | 160 | | |
| | B7004-9 | CB B7004 | Cnd. 27, Cable Trench House Tray | Panel A4 | Control | 1 | 5/c | 10 | 165 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 7 | | Drawing Number CTS-138-CBL-001 | |

| REV | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|------|----------|------------------------------|-----------------------------------|-------------------------------|-----------|-------------------|------|------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | B7004-10 | CB B7004 | Cnd. 27, Cable Trench House Tray | Panel A3 | Control | 1 | 5/c | 10 | 160 | | |
| | CCVT-21 | 138kV Osborne Line AØ CCVT | Cnd. 44 | 138kV Osborne Line CCVT JB | Potential | 1 | 5/c | 10 | 30 | | |
| | CCVT-22 | 138kV Osborne Line BØ CCVT | Cnd. 44A | 138kV Osborne Line CCVT JB | Potential | 1 | 5/c | 10 | 20 | | |
| | CCVT-23 | 138kV Osborne Line CØ CCVT | Cnd. 45 | 138kV Osborne Line CCVT JB | Potential | 1 | 5/c | 10 | 30 | | |
| | CCVT-24 | 138kV Osborne Line BØ CCVT | Cnd. 98, Cable Trench, House Tray | Line Tuning JB | Coax | | | RG58 | 10 | | |
| | CCVT-25 | 138kV Osborne Line Tuning JB | Cnd. 43, Cable Trench, House Tray | Panel A2 | Coax | | | RG58 | 135 | | |
| | CCVT-26 | 138kV Osborne Line CCVT's JB | Cnd. 46, Cable Trench, House Tray | Panel A2 | Potential | 1 | 5/c | 10 | 130 | | |
| | CCVT-27 | 138kV Osborne Line CCVT's JB | Cnd. 46, Cable Trench, House Tray | Panel A2 | Potential | 1 | 5/c | 10 | 130 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 8 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|-----------------------------|--------------------------------------|--------------------------------------|-----------|-------------------|------|-------------------|---------------|------------------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | CCVT-31 | 138kV CDS Line AØ CCVT | Cnd. 30 | 138kV CDS Line CCVT JB | Potential | 1 | 5/c | 10 | 30 | | |
| | CCVT-32 | 138kV CDS Line BØ CCVT | Cnd. 30A | 138kV CDS Line CCVT JB | Potential | 1 | 5/c | 10 | 20 | | |
| | CCVT-33 | 138kV CDS Line CØ CCVT | Cnd. 29 | 138kV CDS Line CCVT JB | Potential | 1 | 5/c | 10 | 30 | | |
| | CCVT-36 | 138kV CDS Line CCVT's JB | Cnd. 31, Cable Trench, House Tray | Panel A3 | Potential | 1 | 5/c | 10 | 160 | | |
| | CCVT-37 | 138kV CDS Line CCVT's JB | Cnd.31, Cable Trench, House Tray | Panel A3 | Potential | 1 | 5/c | 10 | 160 | | |
| | CCVT-41 | 138kV Main Line AØ CCVT | Cnd. 2 | 138kV Main Line CCVT JB | Potential | 1 | 5/c | 10 | 30 | | |
| | CCVT-42 | 138kV Main Line BØ CCVT | Cnd. 1A | 138kV Main Line CCVT JB | Potential | 1 | 5/c | 10 | 20 | | |
| | CCVT-43 | 138kV Main Line CØ CCVT | Cnd. 1 | 138kV Main Line CCVT JB | Potential | 1 | 5/c | 10 | 30 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 9 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|-------------------------------|--------------------------------------|-------------------------------|-----------|-------------------|------|-------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | CCVT-46 | 138kV Main Line CCVT's JB | Cnd. 3, Cable Trench, House Tray | Panel A4 | Potential | 1 | 5/c | 10 | 230 | | |
| | CCVT-47 | 138kV Main Line CCVT's JB | Cnd.3, Cable Trench, House Tray | Panel A4 | Potential | 1 | 5/c | 10 | 230 | | |
| | CCVT-51 | 138kV Ranch Line AØ CCVT | Cnd. 17 | 138kV Ranch Line CCVT JB | Potential | 1 | 5/c | 10 | 30 | | |
| | CCVT-52 | 138kV Ranch Line BØ CCVT | Cnd. 17A | 138kV Ranch Line CCVT JB | Potential | 1 | 5/c | 10 | 20 | | |
| | CCVT-53 | 138kV Ranch Line CØ CCVT | Cnd. 18 | 138kV Ranch Line CCVT JB | Potential | 1 | 5/c | 10 | 30 | | |
| | CCVT-54 | 138kV Ranch Line BØ CCVT | Cnd. 19, Cable Trench, House Tray | Line Tuning JB | Coax | | | RG58 | 10 | | |
| | CCVT-55 | 138kV Ranch Line Tuning JB | Cnd. 20, Cable Trench, House Tray | Panel A1 | Coax | | | RG58 | 235 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 10 | | Drawing Number CTS-138-CBL-001 | |

| REV | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|------|----------|-------------------------------|--------------------------------------|-------------------------------|---------------|-------------------|-------|-------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | CCVT-56 | 138kV Ranch Line CCVT's JB | Cnd. 19, Cable Trench, House Tray | Panel A1 | Potential | 1 | 5/c | 10 | 240 | | |
| | CCVT-57 | 138kV Ranch Line CCVT's JB | Cnd. 19, Cable Trench, House Tray | Panel A1 | Potential | 1 | 5/c | 10 | 240 | | |
| | CDS-1 | Panel A4 | House Tray, Cable Trench Cond. 53 | Distr. Yard Bus Diff Panel | | 1 | 2/c | 10 | 500 | | |
| | CDS-2 | Panel A3 | House Tray, Cable Trench Cond. 53 | Distr. Yard Bus Diff Panel | | 1 | 2/c | 10 | 500 | | |
| | CDS-4 | Panel A4 | House Tray, Cable Trench Cond. 53 | Distr. Yard Bus Diff Panel | | 1 | 2/c | 10 | 500 | | |
| | CDS-5 | Panel A4 | House Tray, Cable Trench Cond. 53 | Distr. Yard Bus Diff Panel | | 1 | 2/c | 10 | 500 | | |
| | COMM-1 | Panel A1 | House Tray | Panel A6 | Communication | 1 | RS232 | | 40 | | |
| | COMM-2 | Panel A1 | House Tray | Panel A6 | Communication | 1 | RS232 | | 40 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 11 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|------------|-------------------------------|---------------|-------------------|-------|-------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | COMM-3 | Panel A1 | House Tray | Panel A6 | Communication | 1 | RS232 | | 40 | | |
| | COMM-4 | Panel A1 | House Tray | Panel A6 | Clock Signal | 1 | Coax | RG-58 | 40 | | |
| | COMM-5 | Panel A2 | House Tray | Panel A6 | Communication | 1 | RS232 | | 35 | | |
| | COMM-6 | Panel A2 | House Tray | Panel A6 | Communication | 1 | RS232 | | 35 | | |
| | COMM-7 | Panel A2 | House Tray | Panel A6 | Communication | 1 | RS232 | | 35 | | |
| | COMM-8 | Panel A2 | House Tray | Panel A6 | Communication | 1 | Coax | RG-58 | 35 | | |
| | COMM-9 | Panel A3 | House Tray | Panel A6 | Communication | 1 | RS232 | | 30 | | |
| | COMM-10 | Panel A3 | House Tray | Panel A6 | Communication | 1 | RS232 | | 30 | | |
| | COMM-11 | Panel A4 | House Tray | Panel A6 | Communication | 1 | RS232 | | 25 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 12 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|-------------------------|--------------------------------------|--------------------------------------|---------------|-------------------|-------|--------------------|---------------|------------------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | COMM-12 | Panel A4 | House Tray | Panel A6 | Communication | 1 | RS232 | | 25 | | |
| | LT1-1 | ACLC #1 | House tray, Cable Trench Cond. 59 | WP1 | AC Supply | 1 | 2/c | 10 | 80 | | |
| | LT1-2 | WP1 | Cond. 60 | WP2 | AC Supply | 1 | 2/c | 10 | 135 | | |
| | LT1-3 | WP2 | Cond. 61 | WP3 | AC Supply | 1 | 2/c | 10 | 90 | | |
| | LT1-4 | WP3 | Cond. 62 | WP4 | AC Supply | 1 | 2/c | 10 | 110 | | |
| | LT1-5 | WP4 | Cond. 63 | WP5 | AC Supply | 1 | 2/c | 10 | 125 | | |
| | LT2-1 | ACLC #1 | House tray, Cable Trench Cond. 64 | WP9 | AC Supply | 1 | 2/c | 10 | 155 | | |
| | LT2-2 | WP9 | Cond. 65 | WP8 | AC Supply | 1 | 2/c | 10 | 90 | | |
| | LT2-3 | WP8 | Cond. 66 | WP7 | AC Supply | 1 | 2/c | 10 | 110 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 13 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|--------------------------------------|-------------------------------|-------------|-------------------|------|-------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | LT2-4 | WP7 | Cond. 67 | WP6 | AC Supply | 1 | 2/c | 10 | 125 | | |
| | LT3-1 | ACLC #1 | House tray, Cable Trench Cond. 5 | LT1 | AC Supply | 1 | 2/c | 10 | 255 | | |
| | LT3-2 | LT1 | Cond. 5, Cable Trench, Cond. 15 | LT2 | AC Supply | 1 | 2/c | 10 | 200 | | |
| | LT4-1 | ACLC #1 | House tray, Cable Trench Cond. 49 | LT3 | AC Supply | 1 | 2/c | 10 | 155 | | |
| | LT4-2 | LT1 | Cond. 49, Cable Trench, Cond. 33 | LT2 | AC Supply | 1 | 2/c | 10 | 150 | | |
| | MET-1 | CDS Met. CT AØ | Cnd. 38 | CDS Met. CT JB | Pot. Supply | 1 | 5/c | 10 | 30 | | |
| | MET-2 | CDS Met. CT BØ | Cnd. 37A | CDS Met. CT JB | Pot. Supply | 1 | 5/c | 10 | 5 | | |
| | MET-3 | CDS Met. CT CØ | Cnd. 37 | CDS Met. CT JB | Pot. Supply | 1 | 5/c | 10 | 30 | | |
| | MET-4 | CDS Met. CT JB | Cnd. 39, Cable Trench, House Tray | Panel A3 | Pot. Supply | 1 | 5/c | 10 | 150 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 14 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|--------------------------------------|-------------------------------|-------------|-------------------|------|-------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | MET-5 | Panel A3 | House Tray | Panel A5 | Potential | 1 | 5/c | 10 | 25 | | |
| | MET-6 | Panel A3 | House Tray | Panel A5 | Potential | 1 | 5/c | 10 | 25 | | |
| | MET-7 | CDS Met. PT AØ | Cnd. 35 | CDS Met. PT JB | Pot. Supply | 1 | 5/c | 10 | 30 | | |
| | MET-8 | CDS Met. PT BØ | Cnd. 34A | CDS Met. PT JB | Pot. Supply | 1 | 5/c | 10 | 5 | | |
| | MET-9 | CDS Met. PT CØ | Cnd. 34 | CDS Met. PT JB | Pot. Supply | 1 | 5/c | 10 | 30 | | |
| | MET-10 | CDS Met. PT JB | Cnd. 36, Cable Trench, House Tray | Panel A3 | Pot. Supply | 1 | 5/c | 10 | 150 | | |
| | MET-11 | CDS Met. PT JB | Cnd. 36, Cable Trench, House Tray | Panel A5 | Pot. Supply | 1 | 5/c | 10 | 160 | | |
| | MET-12 | CDS Met. PT JB | Cnd. 36, Cable Trench, House Tray | Panel A5 | Pot. Supply | 1 | 5/c | 10 | 160 | | |
| | MET-21 | Main Met. CT AØ | Cnd. 10 | Main Met. CT JB | Pot. Supply | 1 | 5/c | 10 | 30 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 15 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|-------------------------|--------------------------------------|--------------------------------------|-------------|-------------------|------|--------------------|---------------|------------------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | MET-22 | Main Met. CT BØ | Cnd. 9A | Main Met. CT JB | Pot. Supply | 1 | 5/c | 10 | 5 | | |
| | MET-23 | Main Met. CT CØ | Cnd. 9 | Main Met. CT JB | Pot. Supply | 1 | 5/c | 10 | 30 | | |
| | MET-24 | Main Met. CT JB | Cnd. 11, Cable Trench, House Tray | Panel A4 | Pot. Supply | 1 | 4/c | 10 | 150 | | |
| | MET-25 | Panel A4 | House Tray | Panel A5 | Potential | 1 | 5/c | 10 | 20 | | |
| | MET-26 | Panel A4 | House Tray | Panel A5 | Potential | 1 | 5/c | 10 | 20 | | |
| | MET-27 | Main Met. PT AØ | Cnd. 7 | Main Met. PT JB | Pot. Supply | 1 | 5/c | 10 | 30 | | |
| | MET-28 | Main Met. PT BØ | Cnd. 6A | Main Met. PT JB | Pot. Supply | 1 | 5/c | 10 | 5 | | |
| | MET-29 | Main Met. PT CØ | Cnd. 6 | Main Met. PT JB | Pot. Supply | 1 | 5/c | 10 | 30 | | |
| | MET-30 | Main Met. PT JB | Cnd. 8, Cable Trench, House Tray | Panel A4 | Pot. Supply | 1 | 5/c | 10 | 150 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 16 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|--------------------------------------|-------------------------------|-------------|-------------------|----------|-------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | MET-31 | Main Met. PT JB | Cnd. 8, Cable Trench, House Tray | Panel A5 | Pot. Supply | 1 | 5/c | 10 | 160 | | |
| | MET-32 | Main Met. PT JB | Cnd. 8, Cable Trench, House Tray | Panel A5 | Pot. Supply | 1 | 5/c | 10 | 160 | | |
| | MO-1 | DS M7034 | Cond. 4, Cable Trench House Tray | Panel A4 | Control | 1 | 12/c | 10 | 230 | | |
| | MO-2 | DS M7033 | Cond. 32, Cable Trench House Tray | Panel A3 | Control | 1 | 12/c | 10 | 160 | | |
| | MO-3 | DS M7032 | Cond. 50, Cable Trench House Tray | Panel A2 | Control | 1 | 12/c | 10 | 110 | | |
| | MO-5 | DS M7031 | Cond. 16, Cable Trench House Tray | Panel A1 | Control | 1 | 12/c | 10 | 255 | | |
| | PDC-2 | DCLC #1 | | Pri. Sta. Battery | DC Supply | 1 | 1/c B | 2 | 35 | | |
| | PDC-2A | DCLC #1 | | Pri. Sta. Battery | DC Supply | 1 | 1/c B | 2 | 35 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 17 | | Drawing Number CTS-138-CBL-001 | |

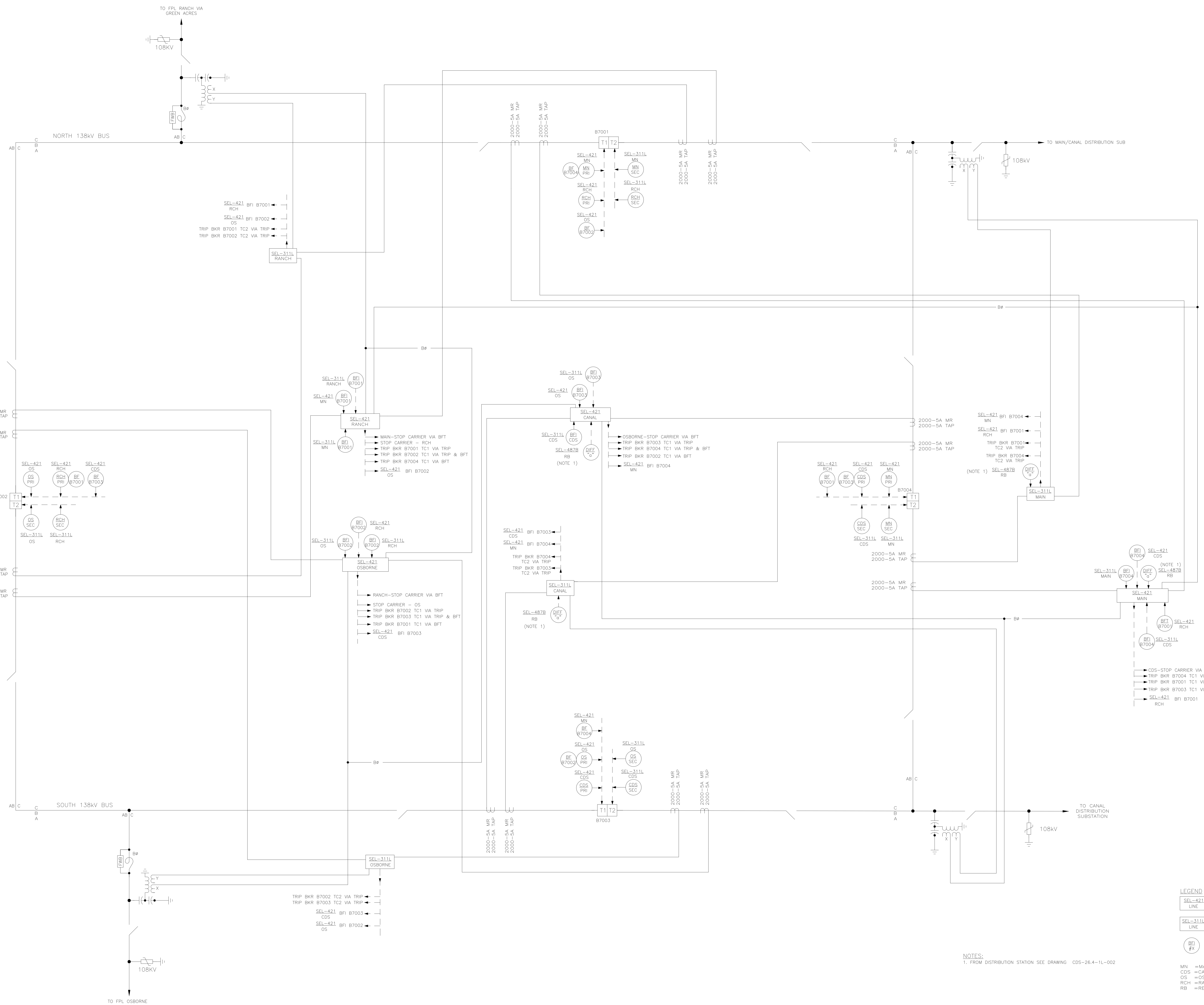
| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|----------------------|-------------------------------|-----------|-------------------|----------|-------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | PDC-3 | Disc. Switch #4 | | DCLC #1 | DC Supply | 1 | 1/c B | 2 | 20 | | |
| | PDC-3A | Disc. Switch #4 | | DCLC #1 | DC Supply | 1 | 1/c B | 2 | 20 | | |
| | PDC-4 | Disc. Switch #4 | Cond. __, House Tray | Pri. Batt. Charger | DC Supply | 1 | 1/c B | 2 | 40 | | |
| | PDC-4A | Disc. Switch #4 | Cond. __, House Tray | Pri. Batt. Charger | DC Supply | 1 | 1/c B | 2 | 40 | | |
| | PDC-5 | Disc. Switch #3 | | DCLC #1 | DC Supply | 1 | 1/c B | 2 | 30 | | |
| | PDC-5A | Disc. Switch #3 | | DCLC #1 | DC Supply | 1 | 1/c B | 2 | 30 | | |
| | PDC-6 | Disc. Switch #3 | House Tray | Manual Transfer Sw. | DC Supply | 1 | 1/c B | 2 | 35 | | |
| | PDC-6A | Disc. Switch #3 | House Tray | Manual Transfer Sw. | DC Supply | 1 | 1/c B | 2 | 35 | | |
| | PDC-9 | DCLC #1 | House Tray | Panel A1 | DC Supply | 1 | 2/c | 10 | 50 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 18 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|--------------------------------------|-------------------------------|-----------|-------------------|------|-------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | PDC-10 | DCLC #1 | House Tray | Panel A2 | DC Supply | 1 | 2/c | 10 | 35 | | |
| | PDC-11 | DCLC #1 | House Tray | Panel A3 | DC Supply | 1 | 2/c | 10 | 35 | | |
| | PDC-12 | DCLC #1 | House Tray Panel A4 | DC Supply | 1 2/c | 10 | 30 | | | | |
| | PDC-13 | DCLC #1 | House Tray | Panel A5 | DC Supply | 1 | 2/c | 10 | 25 | | |
| | PDC-14 | DCLC #1 | Cond. 32, Cable Trench House Tray | DS M7033 | DC Supply | 1 | 2/c | 10 | 280 | | |
| | PDC-15 | DCLC #1 | House Tray | Panel A6 | DC Supply | 1 | 2/c | 10 | 20 | | |
| | PDC-16 | DCLC #1 | Cond. 4, Cable Trench House Tray | DS M7034 | DC Supply | 1 | 2/c | 10 | 130 | | |
| | PDC-20 | CB B7001 | Cnd. 14, Cable Trench, House Tray | DCLC #1 | DC Supply | 1 | 2/c | 10 | 185 | | |
| | PDC-21 | CB B7002 | Cnd. 25, Cable Trench, House Tray | DCLC #1 | DC Supply | 1 | 2/c | 10 | 135 | | |
| | PDC-22 | CB B7003 | Cnd. 42, Cable Trench, | DCLC #1 | AC Supply | 1 | 2/c | 10 | 140 | | |
| | PDC-23 | CB B7003 | Cnd. 28, Cable Trench, House Tray | DCLC #1 | AC Supply | 1 | 2/c | 10 | 140 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 19 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|------------|-------------------------------|-----------|-------------------|----------|-------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | SDC-2 | DCLC #2 | | Sec. Sta. Battery | DC Supply | 1 | 1/c B | 2 | 40 | | |
| | SDC-2A | DCLC #2 | | Sec. Sta. Battery | DC Supply | 1 | 1/c B | 2 | 40 | | |
| | SDC-3 | Disc. Switch #2 | | DCLC #2 | DC Supply | 1 | 1/c B | 2 | 10 | | |
| | SDC-3A | Disc. Switch #2 | | DCLC #2 | DC Supply | 1 | 1/c B | 2 | 10 | | |
| | SDC-4 | Disc. Switch #2 | House Tray | Sec. Batt. Charger | DC Supply | 1 | 1/c B | 2 | 60 | | |
| | SDC-4A | Disc. Switch #2 | House Tray | Sec. Batt. Charger | DC Supply | 1 | 1/c B | 2 | 60 | | |
| | SDC-5 | Disc. Switch #1 | | DCLC #2 | DC Supply | 1 | 1/c B | 2 | 30 | | |
| | SDC-5A | Disc. Switch #1 | | DCLC #2 | DC Supply | 1 | 1/c B | 2 | 30 | | |
| | SDC-6 | Disc. Switch #1 | House Tray | Manual Transfer Sw. | DC Supply | 1 | 1/c B | 2 | 35 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 20 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS | |
|-------------|----------|------------------|--------------------------------------|-------------------------------|-----------|-------------------|----------|-------------|---------------|-----------------------------------|--|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | | |
| | SDC-6A | Disc. Switch #1 | House Tray | Manual Transfer Sw. | DC Supply | 1 | 1/c B | 2 | 35 | | |
| | SDC-9 | DCLC #2 | House Tray | Panel A1 | DC Supply | 1 | 2/c | 10 | 50 | | |
| | SDC-10 | DCLC #2 | House Tray | Panel A2 | DC Supply | 1 | 2/c | 10 | 45 | | |
| | SDC-11 | DCLC #2 | House Tray | Panel A3 | DC Supply | 1 | 2/c | 10 | 40 | | |
| | SDC-12 | DCLC #2 | House Tray | Panel A4 | DC Supply | 1 | 2/c | 10 | 35 | | |
| | SDC-13 | DCLC #2 | House Tray | Panel A5 | DC Supply | 1 | 2/c | 10 | 30 | | |
| | SDC-14 | DCLC #2 | Cond. 16, Cable Trench House Tray | DS M7031 | DC Supply | 1 | 2/c | 10 | 280 | | |
| | SDC-16 | DCLC #2 | Cond. 50, Cable Trench House Tray | DS M7032 | DC Supply | 1 | 2/c | 10 | 130 | | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | | Sheet 21 | | Drawing Number CTS-138-CBL-001 | |

| R E V | CKT. NO. | FROM | VIA | TO | FOR | CABLE DESCRIPTION | | | | REMARKS |
|-------------|----------|------------------|------------|-------------------------------|-----|-------------------|-------------|------|-----------------------------------|---------|
| | | | | | | NO. | CND. | SIZE | APPROX LENGTH | |
| | RTU-1 | Panel A3 | House Tray | FPL RTU | | 1 | 2PR | 16 | 50 | |
| | RTU-2 | Panel A4 | House Tray | FPL RTU | | 1 | 2PR | 16 | 50 | |
| CLWB | | CIRCUIT SCHEDULE | | CANAL TRANSMISSION SUBSTATION | | | Sheet 22 | | Drawing Number CTS-138-CBL-001 | |



LEGEND

- SEL-421 LINE: MULTIFUNCTIONAL RELAY LINE
- SEL-311L LINE: MULTIFUNCTIONAL RELAY LINE
- BFI #V: RELAY FUNCTION BREAKER/ZONE

NOTES:

1. FROM DISTRIBUTION STATION SEE DRAWING CDS-26.4-1L-002

MN = MAIN SUBSTATION
 CDS = CANAL DISTRIBUTION SUBSTATION
 OS = OSBORNE SUBSTATION
 RCH = RANCH SUBSTATION
 RB = RECLOSE BLOCK

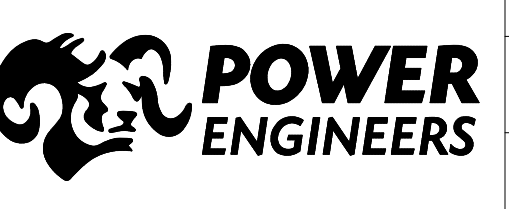
THIS DRAWING WAS PREPARED BY POWER ENGINEERS, INC. FOR A SPECIFIC PROJECT, TAKING INTO CONSIDERATION THE SPECIFIC AND UNIQUE REQUIREMENTS OF THE PROJECT. REUSE OF THIS DRAWING OR ANY INFORMATION CONTAINED IN THIS DRAWING FOR ANY PURPOSE IS PROHIBITED UNLESS WRITTEN PERMISSION FROM BOTH POWER AND POWER'S CLIENT IS GRANTED.



| REV | REVISIONS | REV |
|-----|-------------------------|-----|
| 1 | ISSUED FOR CONSTRUCTION | |

| DATE | DRN | DSGN | CKD | APPD |
|---------|-----|------|-----|------|
| 7/26/22 | PEI | PEI | PEI | DM |

| DSGN | PEI | 01/26/22 |
|------|-----|----------|
| DRN | PEI | 01/26/22 |
| CKD | PEI | 01/26/22 |



| | | | |
|-------------------------------------------------------|--|------------------------------------|----------|
| CITY OF LAKE WORTH BEACH LAKE WORTH BEACH, FLORIDA | | JOB NUMBER 170415 | REV 1 |
| CANAL TRANSMISSION SUBSTATION | | DRAWING NUMBER CTS-138-1L-002-1 | |
| RELAY & METER ONE LINE DIAGRAM | | | |



FINANCE DEPARTMENT
7 NORTH DIXIE HIGHWAY
LAKE WORTH BEACH, FL 33460

Posted: 9/1/2022

NOTICE OF INTENT TO AWARD

TO: All Interested Parties
FROM: Valentina Sustaita, Assistant Finance Director - Purchasing
DATE: September 1, 2022
REF: IFB #22-110 Canal Transmission Substation Construction
SUBJECT: Notice of Intent to Award

Based on the results and the thorough review of the proposals submitted in response to the above-referenced solicitation, the City of Lake Worth Beach has determined that **Energy Erectors, Inc** is of the best value to the City and is being recommended for award of this solicitation. The effective date of this posting is September 1, 2022.

The City will be advising you of the required documents needed so that contract documents can be completed and prepared for the Commission approval.

If you have any additional questions, feel free to contact me via email, at purchasing1@lakeworthbeachfl.gov. If you are unable to contact me via email, please call at (561) 586-1783.

Attachment: IFB #22-110 Canal Transmission Substation Construction Bid Tab

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 605106-Travelers-22-408

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Energy Erectors, Inc.

31588 Progress Road

Leesburg, FL 34748

OWNER:

(Name, legal status and address)

City of Lake Worth Beach

7 North Dixie Highway., 2nd floor

Lake Worth Beach, FL 33460

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183-6014

State of Inc: Connecticut

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)


Canal Transmission Substation Construction
IFB No. 22-110

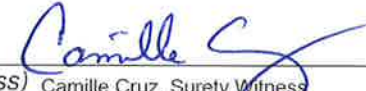
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

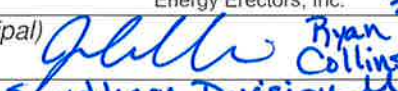
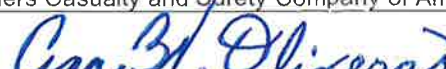
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August, 2022


(Witness) Mistya Wilson, Office Manager


(Witness) Camille Cruz, Surety Witness

Energy Erectors, Inc.
(Principal)  Ryan Collins (Seal)
(Title) Southern Division Manager
Travelers Casualty and Surety Company of America
(Surety)  Ana W. Oliveras (Seal)
(Title) Ana W. Oliveras, Attorney-in-Fact



COPY
m

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bond Number: 605106-Travelers-22-408

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Energy Erectors, Inc.

31588 Progress Road

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OWNER:

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City of Lake Worth Beach

7 North Dixie Highway., 2nd floor

Lake Worth Beach, FL 33460

SURETY:

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Travelers Casualty and Surety Company of America

One Tower Square

Hartford, CT 06183-6014

State of Inc: Connecticut

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Canal Transmission Substation Construction
IFB No. 22-110

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When this Bond is furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 5th day of August, 2022

Misty A. Wilson
(Witness) Misty A. Wilson, Office Manager

Camille Cruz
(Witness) Camille Cruz, Surety Witness

Energy Erectors, Inc.
(Principal) *[Signature]*
(Title) Southern Division Manager
Travelers Casualty and Surety Company of America
(Surety) *[Signature]* (Seal)
(Title) Ana W. Oliveras, Attorney-in-Fact



TRAVELERS



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Anna W. Oliveras of Palm Beach, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: *Robert L. Raney*
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, the Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 5th day of August, 2022



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



August 10, 2022

City of Lake Worth Beach, City Hall
Financial Services Office - Procurement
7 North Dixie Hwy. 2nd floor
Lake Worth Beach, FL 33460
Lake Worth Beach, FL

Attn: Procurement Agent, Financial Services
RE: Canal Transmission Substation Construction Project RFP No. 22-110

Dear Procurement Purchaser,

Thank you for the opportunity to provide a Lump Sum Estimate for the Canal Transmission Substation Construction Project. We appreciate your interest in our services and trust you will find our proposal exceeds your expectations.

Energy Erectors, Inc. (EEI) offers the City of Lake Worth Beach (CLWB) fully integrated, in-house construction, engineering, procurement, and commissioning solutions. Innovation, hard work, and integrity are the keys to our success. Our experience is extensive in delivering world-class solutions to complex projects within the transmission and distribution market. The goal for every project is the same – deliver safe, high-quality services on schedule.

EEI is uniquely qualified to support your substation construction requirements. Our team will work closely with CLWB to ensure consistent, high-quality services in a strategic partnership relationship.

If you should have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Troy Janoske

Project Manager
Energy Erectors, Inc.
Cell: 352-267-3491
tjanoske@energyerectors.net

Misty Wilson

From: Mohamed Konate
Sent: Tuesday, August 9, 2022 7:47 AM
To: Misty Wilson
Cc: Ryan Collins
Subject: RE: Bid Bond Request - EEI 1550-MasTec_City of Lake Worth Beach - Canal Substation - \$3M-5%-\$150k_220808.pdf

Approved.

Sincerely,

Mohamed Konate
Vice President - Operations
ENERGY ERECTORS, Inc
A Mastec-Company
31588 Progress Road
Leesburg, FL 34748
P: 352-787-3878 x 9
C: 321-624-2446
F: 352-787-6407
mkonate@energyerectors.net
www.energyerectors.net
www.mastec.com

From: Misty Wilson <MWilson@energyerectors.net>
Sent: Monday, August 8, 2022 4:04 PM
To: Mohamed Konate <MKonate@energyerectors.net>
Cc: Ryan Collins <ryacollins@energyerectors.net>
Subject: FW: Bid Bond Request - EEI 1550-MasTec_City of Lake Worth Beach - Canal Substation - \$3M-5%-\$150k_220808.pdf

Mohamed,

Will you please provide signing authorization for Ryan on the Canal bid bond?

Thank you,

Misty Wilson

Office Manager
Energy Erectors Inc.
A MasTec Company
31588 Progress Road
Leesburg, FL 34748
Office: 352-787-3878
Direct Dial: 352-435-7505
www.energyerectors.net
www.mastec.com



**Energy Erectors, Inc. Substation
Services
QUALITY ASSURANCE / QUALITY
CONTROL PLAN**



**CITY OF LAKE WORTH BEACH
CANAL TRANSMISSION SUBSTATION
RFP NO. 22-110**

1.0 QUALITY ASSURANCE / QUALITY CONTROL OBJECTIVE

The objective of this plan is to establish written procedures and inspection guidelines to assure that materials, component parts, apparatus, and equipment are ordered, received, stored, fabricated, installed, inspected, and tested in strict accordance with applicable plans, procedures, specifications, standards, and codes. This specification covers the minimum requirements for Quality Assurance & Quality Control.

The quality effort provided is to assure that quality levels are maintained by vendors, subcontractors, and field craft disciplines from time of order through installation and final testing. It is intended to have department supervision participate in the overall quality function and to have maximum coordination of efforts where specific quality requirements are involved. All inspection, testing and verification will be conducted in accordance with the specifications, applicable reference Codes, Procedures, and Standards, this plan or by specific instructions from Energy Erectors, Inc. (EEI). This Plan may be amended by deletions or additions as deemed necessary by EEI.

2.0 QUALITY SYSTEM

2.1 QA/QC Review by Management

The Management of EEI is responsible for implementing a documented quality system as a vehicle of ensuring that services performed meet the specified requirements. Procedures and work-related activities shall be reviewed by Management for proficiencies and completeness. Management will be responsible for the effective implementation of the quality system protocols and instructions and is held accountable for document view.

An annual audit by Management will disclose performance, compliance with codes and standards, Management's involvement, program components with or without any deficiencies, tracking and trending of any non-conformance issues, as well as training requirements necessary to complete.

2.2 Implementation

2.2.1 Quality Assurance / Quality Control Team

The Quality Assurance / Quality Control Team will consist of:

- Project Manager
- Department VP

Through field observation, analysis of the problem sources, and information imparted through the reporting system, the Quality Assurance & Control Team shall determine the accuracy, completeness, and acceptability of workmanship and materials on the jobsite.



**Energy Erectors, Inc. Substation
Services
QUALITY ASSURANCE / QUALITY
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**CITY OF LAKE WORTH BEACH
CANAL TRANSMISSION SUBSTATION
RFP NO. 22-110**

2.2.2 Responsibilities of Project Manager (QA/QC Representative)

The Project Manager is responsible for the following:

- Implementing and carrying out the procedures of this Plan.
- Initiating and maintaining the reporting and record keeping system. He shall be sensitive to existing and potential problems in the field and various fabricator locations and shall report this to the appropriate EEI Department head.
- Assuring that all equipment, material and field construction efforts conform to Plans and Specifications.
- Accumulating and maintaining those records necessary for the accomplishments of the goals of the project. If deemed necessary by the Project Manager, he will distribute a copy of all reports and records to the client in a timely manner.
- Examinations to assure compliance with all applicable codes and design specifications. He will witness and/or review all test results in their entirety and sign-off on the appropriate records. Witnessing of tests by the Client, the mechanics of reporting the results of field examinations, and the establishment of sign-off procedures, etc., will be coordinated with the Client.

2.3 Records and Reporting

The Project Manager is responsible for keeping a complete file of all QA/QC records and reports and for making distribution of these records as designated in this plan to the appropriate individuals.

2.4 Quality for Subcontracting

A subcontractor is required to meet EEI's Quality Assurance & Control requirements. A copy of the EEI's Plan and applicable inspection forms will be given to the Subcontractor prior to bidding. If the Subcontractor has inspection forms that are more applicable than those provided by EEI, he shall submit these with his bid for EEI's approval.



**Energy Erectors, Inc. Substation
Services
QUALITY ASSURANCE / QUALITY
CONTROL PLAN**



**CITY OF LAKE WORTH BEACH
CANAL TRANSMISSION SUBSTATION
RFP NO. 22-110**

In addition, all services performed and material supplied by a Subcontractor is subject to inspection by EEI to ensure that all QA/QC requirements are met. Non-conformances located by EEI will be reconciled in accordance with the procedures for non-conformances.

3.0 QA/QC PERSONNEL MINIMUM QUALIFICATIONS

3.1 General Requirements for Performing QA/QC Functions:

Qualification of QA/QC Inspectors shall be in accordance with the Customer's qualifications requirements and/or other applicable standards.

Any personnel performing or providing services supporting the project QA/QC Plan activities shall be qualified to do so through experience, education, training, and certification requirements for the specialized activities. It is the Project Manager's responsibility to ensure that these qualification requirements are met. Necessary training shall be scheduled accordingly.

Documentation of personnel qualifications shall be maintained and be reviewed frequently.

3.2 Contract Personnel Qualifications Documentation

Select off-site quality control activities may be subcontracted to an independent company. All subcontracted QA/C personnel must meet the minimum requirements stated in this Plan. Qualifications of contract personnel performing QA inspection and testing functions for EEI shall be reviewed at the start of the project or when the personnel come on site and then on an interval basis thereafter.

4.0 NON-CONFORMANCES / CORRECTIVE ACTIONS

4.1 Non-Conformance Action Report

This Plan is intended to ensure that equipment, materials, and services are in conformance with applicable plans, procedures, specifications, standards, and codes. Any minor non-conformance must be noted and the appropriate action taken. The Project Manager is responsible for ensuring that products of a non-conformance nature are not installed and that services of a non-conformance nature are not performed. Documentation of all non-conformances is maintained in accordance with the Corrective Action Plan (CAP). Refer to PJ042 for the Corrective Action Plan Investigative Form.

4.2 Non-Conforming Equipment, Materials, and Supplies

Non-conforming equipment, materials, and supplies shall be tagged with a Non-Conformance Hold Tag immediately and separated from acceptable products. A CAP Investigative Report must be filed immediately. It is the responsibility of the Project Manager to take necessary actions to ensure the use of conforming products only. These necessary actions may be:



**Energy Erectors, Inc. Substation
Services
QUALITY ASSURANCE / QUALITY
CONTROL PLAN**



**CITY OF LAKE WORTH BEACH
CANAL TRANSMISSION SUBSTATION
RFP NO. 22-110**

- Reworked to meet specifications.
- Used as is, after consultation and written approval by the Project Engineer and Customer.
- Rejected or discarded.
- Sent back to vendor with Quality Assurance Team recommendations.

4.3 Non-Conforming Services

If during the daily monitoring of the construction activities, a minor non-conformance in the work in relation to the project drawings and specifications is discovered and immediate action to correct or remedy the situation is taken, it shall be noted on the appropriate Inspection Form. The problem and the verification of the corrective measure shall be documented. If the necessary corrective actions are not taken and/or the problems continue to reoccur, then a CAP Investigative Form must be issued. All major non-conformances in the work in relation to the project drawings and specifications shall be reported on the CAP Investigative Form.

4.4 Evaluation of Non-Conformance Occurrences

Non-conformances for purchased equipment and materials are processed through the Purchasing Department. The Purchasing Manager is responsible for evaluation of repetitive non-conformance items and the disposition as well.

Non-conformances for construction activities are processed through the Project Management Team. The Project Manager is responsible for evaluation of repetitive non-conformance items and the disposition as well.

The Project Manager will be responsible for coordinating a meeting to review Non-Conformance items in order to analyze product/equipment and service trends.

4.5 Corrective Action Plan (CAP)

The Project Manager shall coordinate, record, and monitor the effectiveness of the corrective action plan.

Corrective action plans are formatted by each department to specifically meet the demands of the job being performed. Departments/Companies required to submit the "CAP" is Purchasing, Engineering, and Project Management, whenever applicable.

A corrective action plan should include the following items:

- An investigative report determining the cause for non-conformance and corrective action to prevent recurrence.
- An analysis conducted on all processes including test records, inspections, complaints, and service reports, to determine and eliminate causes of equipment, materials, supplies, and deficiencies.
- Implementation and recording necessary changes in procedures resulting from



**Energy Erectors, Inc. Substation
Services
QUALITY ASSURANCE / QUALITY
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**CITY OF LAKE WORTH BEACH
CANAL TRANSMISSION SUBSTATION
RFP NO. 22-110**

corrective action.

The Project Manager shall determine the accuracy, completeness, and acceptability of craftsmanship and materials on the jobsite. He shall provide information to the effective departments regarding standard operating procedures, processed, or job work orders that disrupted productivity or quality of service rendered. The Project Manager shall furthermore review and make recommendations for changes to the QA/QC Plan on annual basis.

5.0 FIELD EXECUTION OF THE QA/QC PLAN

5.1 General

This specification establishes an organized approach for execution of the Quality Assurance/ Quality Control Plan. It provides a QA/QC checklist, which specifies the minimum inspections to be performed, the minimum required acceptances of the work, and the formal documentation of these inspections and acceptances. Field Inspection Reports shall be completed and signed documenting that the work has been inspected for completeness in accordance with the project drawings and specifications. Also, refer to Attachments 1-4 for specific Quality Control Specifications.

Insofar as each project is different from all other projects, all activities described in the QA/QC Control Checklist may not apply to a given project, and some required activities for a particular project due to its technology and complexity may not be described in the QA/QC Checklist. The Project Manager shall determine if additional tests and inspections are required.

The requirements outlined in the QA/QC Checklist are based on general installation, testing, and inspection procedures. If required by applicable codes, industry standards, governmental standards and regulations, project drawings and specifications, and per Customer requests, additional tests and inspections may be necessary.

Some inspections specified require no documentation. The inspections are considered to be routine, non-critical inspections, which are performed while work is in progress, or are inspections which can be performed or verified at any stage during or after construction. Although no documentation is required, this in no way relieves the responsible parties of these inspections.

A "Certificate of Compliance" is a written document from a vendor, supplier, or contract stating that the materials used and/or methods employed are in compliance with the requirements of the applicable codes, project drawings and specifications. A "Certified Report" is a written document from a vendor, supplier, manufacturer or contractor stating the type of tests performed on an item and the results of those tests.

5.2 Field Inspection Reports



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The field inspection report forms attached to this Plan shall be used to document the field inspection of the work and acceptance of the work by the Customer. The use of field inspection reports shall ensure compliance with codes, project drawings and specifications by requiring a written, signed and dated report, and provide a more accurate method of documenting work activities.

The Field Inspection Report PJ-021 is designed so that it can be used to record virtually any activity or inspection. Some of the major uses of this Field Inspection Report is to alert responsible personnel of problem areas and/or non-conforming items; record all successfully completed activities or inspection of an item (or group of similar items) performed on a given date/period in accordance with the particular checklist section; record in – progress and final inspections; record the satisfactory completion of work on a particular item or group similar items.

5.3 Records and Files

Minimum written records required shall be as specified in the QNQC Checklist. It is essential that all field inspection reports be neatly written, complete, concise and properly signed and dated.

Test reports, certificates of compliance, and field inspection reports shall be kept on file in the Project Manager's office. Copies shall be presented to the Client at the time of signature on the Energization Report

All documentation is to be maintained and protected from damage in filing cabinets kept in a central secure location at the work site. All records and reports shall reflect the applicable section of a checklist and shall be filed with other applicable documents including testing laboratory reports in the appropriate filing section.

6.0 QUALITY ASSURANCE / QUALITY CONTROL CHECKLIST

The minimum components of the QNQC for field construction are identified in this section. This section covers a wide range of field construction activities. The Project Manager / Engineer shall determine which specific sections apply for a given project. Also, refer to Attachments 1-4 for specific Quality Control specifications and procedures.

This section is broken down into disciplines to thoroughly understand the quality control requirements. Each discipline gives the requirements for scope of the document, testing and inspection documentation, and a checklist of discipline specific items that shall be addressed.

6.1 QUALITY CONTROL PLAN



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| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Reports</u> |
|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|----------------------------------------|
| EEI QC Plan | Review QC Plan and forms start of field work | - | Approval Letter |
| EEI QC Personnel | Review Project Manager's qualifications prior to start of field work | - | Approval Letter |
| EEI QC Files | Verify set-up of QC Files | Visual | None |
| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Reports</u> |
| Independent Testing Laboratories | Approval required | - | Approval Letter |
| Punch Lists | Maintain and verify completion of Master Project Punch List | Visual | None |
| Final QA/QC | Project QA/QC Plan, inspection Calibration reports, Approval letters with backup, Electrical test packages incl. test reports, punch lists, specification sheets, drawings, red-lined as-built drawings, etc. | Visual | Transmit to Customer at end of Project |

6.2 PROJECT INITIATION

| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Reports</u> |
|--------------------------|------------------------------------------------------------|----------------|----------------------------------------|
| Pre-Construction Meeting | Determine Job Scope, Site Info., Safety Requirements, etc. | - | PJ-003 |
| Final QA/QC | Inspection Forms, Lab Reports, etc. | - | Transmit to Customer at end of Project |

6.3 FENCING

| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Reports</u> |
|--------------|----------------------------------------------|---------------------|------------------------|
| Material | Fencing material and hardware | Visual | PJ-026 |
| | Diameter of posts, width of gates | Dimensional | PJ-026 |
| | Inspection of material prior to Installation | Visual | PJ-026 |
| Installation | Fencing Installation Post Setting | Visual, Dimensional | PJ-026 PJ-026 |



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| | | | |
|------------------|------------------------------------|---------------------|----------------------|
| | Location of Gates | | PJ-026 |
| | Gate and corner bracing | | PJ-026 |
| Material | Alignment and plumpness of wire | Visual, Dimensional | PJ-026 |
| Final Acceptance | Overall type of work | Visual | PJ-026 |
| | Completion of all punch list items | Visual | PJ-026, PJ-022 |
| Final QA/QC | Inspection Forms, Reports, etc. | | Transmit to Customer |

6.5 FOUNDATIONS

| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Reports</u> |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------------|
| General | Concrete mix designs submitted for approval | Engineering review | Approval Letter |
| Excavations & Shoring | Excavation to proper sub-grade or elevation Disposal of excavated material per Project Disposal Plan | Dimensional, Visual | PJ-024 |
| Formwork | Placement, location, size & layout, Alignment and tightness, keyways, Bracing, cleanliness of formwork, Chamfer strips and finish concrete | Visual, Dimensional Elevation | PJ-024 |
| Reinforcing Steel and Embedding items | Placement of reinforcing steel, location and layout of rebars, support method, size and grade of rebars, rebar splicing and lapping, rebar spacing, tie wire size, embedded items material, size finish, location, elevation, and securement | Visual, Dimensional | PJ-024 |
| Concrete Placement | Preparation, placement, drop height Vibration method, slump measurements | Visual, Dimensional | PJ-024, PJ-025 Lab Tests |
| | Concrete test cylinders, cylinder testing, concrete finish, concrete curing | | Lab Tests |
| Stripping of Forms | Method of repair, repair of defective areas, fins elimination | Visual | None |
| Rubbing of exposed | Uniform Finish | Visual | None |



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Concrete

| | | | |
|--------------------------------|-----------------------------------------------|---------------------|----------------------------------------|
| Backfilling around Foundations | Final line and grade, installation compaction | Visual, Dimensional | None |
| Final Acceptance | Overall type of work | Visual | PJ-025 |
| | Completion of all punch list items | Visual | PF-022 |
| Final QA/QC | Inspection Forms, Reports, etc. | | Transmit to Customer at end of Project |

A.0 PURPOSE

To define and establish the requirements for planning, controlling and documenting structural concrete work to ensure compliance with applicable specifications and standards.

B.0 SCOPE

This procedure applies to all form work and reinforcement steel replacement as well as concrete mixing, transporting, placement, curing and protection performed by Dashiell/Dacon in conjunction with concrete foundation or structure construction.

B.0 REFERENCES

- B.1 EEI Quality Assurance/Quality Control Plan
- B.2 Civil/Structural General Notes
- B.3 Client and Engineering Specifications
- B.4 National Standards

C.0 RESPONSIBILITIES

- C.1 Responsibility of the quality of concrete work is primarily the Project Manager's with assistance of the Project Construction Engineer and/or Construction Manager.
- C.2 The Construction Manager shall be responsible for performing all inspection and testing of general concrete activities and documenting inspections.
- C.3 Third party testing personnel shall perform assigned functions as directed by the Construction Manager

D.0 CONCRETE MIX DESIGNS

- D.1 The concrete supplier shall submit mix designs to Dashiell, LLC who shall submit to Engineering for initial approval. The basic mix designs may then be adjusted to meet field conditions upon approval by Engineer.
- D.2 See Engineering Standard which addresses several mix designs for various applications. Specifications for materials are found with this standard.

E.0 INSPECTIONS PROCEDURES

- E.1 Pre-pour Inspection – Refer to Forms QC-3 and QC-4



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- E.1.1 Forms shall be inspected for the following:
 - a. Locations
 - b. Elevation
 - c. Dimensions
 - d. Bracing
 - e. Cleanliness
 - f. Chamfer Strips
 - g. Key Ways
 - h. Vapor Barrier
 - i. Water Stops
- E.1.2 Reinforcing Steel Shall be inspected for the following:
 - a. Type
 - b. Size
 - c. No. of bars
 - d. Proper lap & ties
 - e. Support
 - f. Clear Cover
 - g. Cleanliness
 - h. Arrangement
- E.1.3 Embedded items shall be checked against the project drawings and specifications for the following:
 - a. Type
 - b. Diameter
 - c. Length
 - d. Sleeves (if required)
 - e. Location
 - f. Anti-Freeze in sleeves and caps (during cold weather)
- E.1.4 Other embedded items such as sleeves, inserts, blockouts, hold-downs, piping and electrical conduit shall be checked for correct size, location and anchors.
- E.1.5 The pre-pour inspection as designed above, shall be recorded on the Foundation Pre-Pour Inspection Report (QC-3) and signed by the appropriate discipline.
- E.1.6 Concrete will not be poured until the pre-pour inspection designated above has been completed.
- E.1.7 Approval to pour concrete shall be designated on form QC-3 by the Construction Manager or designee.
- E.1.8 Drilled foundations shall be a continuous pour unless prior approval has been obtained from the Project Manager.
- E.2 Inspection and Testing of concrete
 - E.2.1 The concrete shall be inspected and sampled for testing at the point of placement. The test record shall accompany the concrete pour slip in project files. Inspection requirements shall include, but not be limited, to the following:
 - a. Verify that the correct class of concrete has been delivered.
 - b. Visually inspect the concrete as it is discharged from the truck to ensure that the concrete is thoroughly mixed.
 - E.2.2 Obtain samples of the concrete for determining slump, molding cylinders and check concrete temperature. Samples shall be obtained in accordance with ASTM C 173, Sampling Fresh Concrete. Testing of the samples shall be in accordance with the following:
 - a. Slump shall be determined in accordance with ASTM C 143, Slump of Portland Cement Concrete and/or specifications. Slump testes shall be performed at least one per pour or at least one every 100 cubic yards minimum, or fraction thereof of concrete placed, whichever is applicable. Spot checks may be performed, as required by the Construction Manager to insure continued consistency.
 - b. Test cylinders shall be made and tested per specifications. Refer to Form QC-4. Samples shall be taken in random manner at the rate of one three-cylinder sample per 50 cubic yards of concrete, with a minimum of one sample for each foundation of 3 cubic yards volume or larger.
 - c. The temperature of the concrete shall be checked at the point of placement each time a slump test is made, and hourly during each placement. The minimum temperature of the concrete as placed



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shall be 50 mean daily temp

- E.2.3 If for any reason a load of concrete does not comply with the specification requirements for temperature, slump or other factors, the Construction Manager shall make the necessary corrections, if possible, or reject the concrete if it is unusable.
- E.2.4 Collect concrete truck batch tickets and check for completeness and compliance with specifications.
- E.2.5 All Inspection and testing activities of freshly placed concrete shall be recorded on Form QC-4.
- E.3 Inspection During Placement
 - E.3.1 The Construction Manager or his designee shall perform inspections surveillance as follows to ensure that the concrete is placed in accordance with specification requirements:
 - a. Ensure that vibrators are being used under experienced supervision to obtain adequate consolidation without segregation. Vibrators shall not be used for transporting or moving concrete with forms.
 - b. Ensure that all steps and precautions possible have been taken to ensure that placing consolidating and finishing the concrete shall proceed without interruption for each pour.
 - c. Ensure that forms are maintained tight and in line and that movement does not occur during concrete placement. Ensure that adequate construction personnel are available to correct any movement that might occur.
- E.4 Post -Pour Inspection
 - E.4.1 The Construction Manager or his designee shall ensure that the following requirements are met after each pour has been accomplished:
 - a. Ensure that the removal of forms is in accordance with specification requirements.
 - b. Ensure that necessary patching is performed immediately after form removal in accordance with specification requirements. Ensure that concrete surfaces receive the proper finishes and treatments such as hardeners, curing compounds, sealers and dust proofing compounds.
 - c. Ensure that all concrete is cured in accordance with specification requirements.

F.0 DOCUMENTATION

The QA/QC Control Section shall maintain copies of all reports.

6.6 CONDUIT AND CABLE TRENCH

| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Report</u> |
|------------------------|-----------------------------------------------------------------------------------------------------------------|---------------------|--------------------------|
| Material | Material size, type & rating | Visual, Dimensional | PJ-027 |
| Excavating and Shoring | Excavate to proper sub-grade, line or elevation, shoring, disposal of excavated material | Visual, Dimensional | PJ-027 |
| Installation | Bedding, exposed conduit ends protected, placement, pull strings, backfilling, compaction, final line and grade | Visual, Dimensional | PJ-027 |
| Final Acceptance | Overall type work Completion of all punch list items | Visual Visual | PJ-027 PJ-027, PJ-022 |



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| | | |
|---------------------------|---------------------------------|----------------------------------------|
| Final QA/QC Documentation | Inspection Forms, Reports, etc. | Transmit to customer at end of project |
|---------------------------|---------------------------------|----------------------------------------|

6.7 GROUNDING (BELOW GRADE)

| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Report</u> |
|---------------------------|-----------------------------------------------------------------------------------------------------------------|----------------------------------------|--------------------------|
| Material | Material size, type & rating | Visual, Dimensional | PJ-028 |
| Excavating and Shoring | Excavate to proper sub-grade, line or elevation, shoring, disposal of excavated material | Visual, Dimensional | PJ-028 |
| Installation | Bedding, exposed conduit ends protected, placement, pull strings, backfilling, compaction, final line and grade | Visual, Dimensional | PJ-028 |
| Final Acceptance | Overall type work Completion of all punch list items | Visual Visual | PJ-028 PJ-028, PJ-022 |
| Final QA/QC Documentation | Inspection Forms, Reports, etc. | Transmit to customer at end of project | |

6.8 STRUCTURAL STEEL

| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Report</u> |
|---------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|--------------------------------------|
| Material | Structural Steel material, members type, size and finish Bolting and fastener Material, type, size grade & finish Inspection or material damage Prior to Erection | Visual, Dimensional Visual Dimensional Visual | PJ-029 PJ-029 PJ-029 PJ-029 |
| Erection | Structural steel erection Location and elevations Alignment and plumpness Size and washer requirements | Visual, daily Dimensional Visual Visual | None PJ-029 PJ-029 PJ-029 |
| Final Acceptance | Overall type work Completion of all punch list items | Visual Visual | PJ-029 PJ-029, PJ-022 |
| Final QA/QC Documentation | Inspection Forms, Reports, etc. | Transmit to customer at end | |



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6.9 INSULATORS

| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Report</u> |
|----------------------------|--------------------------------------------------------------------------------------------------|-----------------------------------|----------------------------------------|
| Material | Material, manufacturer, type, size and KV rating Inspection for material damage | Visual | PJ-030 |
| Verify Insulator Placement | Verify placement by erection drawing review Verify stack components Assembly and alignment | Visual, daily Visual Visual | PJ-030 PJ-030 PJ-030 |
| Final Acceptance | Overall type work Completion of all punch list items | Visual Visual | PJ-030 PJ-030, PJ-022 |
| Final QA/QC Documentation | Inspection Forms, Reports, etc. | | Transmit to customer at end of project |

6.10 SWITCHES

| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Report</u> |
|---------------------------|--------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|----------------------------------------|
| Material | Electrical System Components Material, manufacturer, model, Type Inspection for damage prior to installation | Visual Visual, Dimensional Visual | PJ-031 PJ-031 PJ-031 |
| Installation | Setting of equipment Location of elevation and Orientation Blade, contact jaw, in open and Closed alignment | Visual, daily Dimensional Dimensional, Visual | None PJ-031 PJ-031 |
| Final Acceptance | Overall type work Functional Check Completion of all punch list items | Visual Visual, Dimensional Visual | PJ-031 PJ-031, PJ-022 |
| Final QA/QC Documentation | Inspection Forms, Reports, etc. | | Transmit to customer at end of project |

6.11 BUS



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| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Report</u> |
|---------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------|-------------------------------|
| Receiving | Material and Accessories in Compliance with specifications | Visual | Receiving Report |
| | Material, manufacturer, type, size and rating. | Visual | PJ-032 |
| | Inspect for material damage Prior to inst. | Visual | PJ-032 |
| Welding Approvals | Welding procedures specifications Welding procedure qualifications Records, Welder Performance Qualifications submitted for approval With completed FEWA | Engineering Review | |
| | Weld Map with welds selected | Field Approval | PJ-032 |
| Equipment | Determine type of welding Machine to be used | Visual | None |
| <u>Item</u> Material | <u>Inspection</u> Base metal material, grade, size Schedule and thickness | <u>Remarks</u> Visual | <u>Written Report</u> None |
| | Filler metal material, manufacturer grade and size | Visual, Dimensional | PJ-032 Certified Report |
| | Preparation | Verification of proper electrical clearances to ground and adjunct bus | Visual, Dimensional |
| Welding Operation | | Visual | None |
| Joint Design Preparation and Alignment | | Visual, Dimensional | None |
| Welding process and procedure | | Visual | PJ-032 |
| Welder Qualifications and ID Stamp | | Visual | PJ-032 |
| Welding Procedure Used | | Visual | None |
| Welding Progression inter-pass and cleaning | | Visual | None |
| Inspect Root Pass | Visual | None | |
| Post Welding | Final weld quality, appearance, size | Visual | None |
| | Amount of reinforcement | Dimensional | None |
| | Profile, Finish, Application of Welder ID Stamp | Visual | None |
| Final Acceptance | Overall type work | Visual | PJ-032 |
| | Completion of all punch list items | Visual | PJ-032, PJ-022 |



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Final QA/QC Documentation Inspection Forms, Reports, etc. Transmit to customer at end of project

6.12 CONTROL CABLE/FIBER OPTICS

| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Report</u> |
|----------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|---------------------------------------------------|
| Material | Material, manufacturer, type, size Size, insulation and rating Inspections and test for material Damage on spool | Visual Dimensional Visual | PJ-034 PJ-034, PJ-035 PJ-034 Test Report |
| Initial Conductor Inspection & Testing | Method of testing Inspect megger | Engineering Review Visual | Approval Letter PJ-034, PJ-035 |
| Conduit and Cable Tray Systems | System Installation Size, type, material Location and elevation Support and Spacing Grounding Box Size and Clearance | Visual, daily Visual Dimensional Dimensional Visual Dimensional | None None None None None None |
| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Report</u> |
| Conductor | Conductor Installation | Visual Remarks | None |
| Pulling and Installation | Wire and Cable pull Tension does not exceed manufactures Proper lubricant used | Visual | None |
| Terminations | Method and material Terminations | Engineering Review Visual, daily | Approval Letter PJ-034 |
| Wire tagging and Name Plates | Color Code Equipment Junction Box | Visual Visual | None None |
| Final Acceptance | Overall type work Completion of all punch list items | Visual Visual | PJ-034 PJ-034, PJ-022 |
| Final QA/QC Documentation | Inspection Forms, Reports, etc. | | Transmit to customer at end of project |

6.17 POLES/OVERHEAD CONDUCTOR



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| <u>Item</u> | <u>Inspection</u> | <u>Remarks</u> | <u>Written Report</u> |
|------------------------------------------------|--------------------------------------------------------------------------------------------|---------------------|----------------------------------------|
| Material | Material manufacturer | Visual | PJ-039 |
| | Model, size, rating and finish | | |
| | Conductor manufacturer | Visual, Dimensional | PJ-039 |
| | Type, size, insulation and rating | | |
| Pole and Framing | Inspect and test conductor for Damage | Visual | PJ-039 |
| | Insulation Resistance, Hi-Pot | | Technician Form |
| | Inspect Material for damage Prior to inst. | Visual | PJ-039 |
| Pole mounted Equipment | Pole line installation | Visual, daily | None |
| | Location & elevation of support Piling and pole framing members, Hardware and installation | Visual, Dimensional | PJ-039 |
| Stringing of Conductors | Location and elevation | Dimensional | PJ-039 |
| | Mounting Details | Dimensional | PJ-039 |
| Stringing of Conductors | Conductor Installation | Visual, daily | None |
| | Cable Supports | Dimensional | PJ-039 |
| | Sagging and Tension | Dimensional | PJ-039 |
| | Splicing and termination | Visual, daily | None |
| Testing installed Conductors | Method of testing | Engineering Review | Approval |
| | Completion of inspections | Check Records | PJ-039 |
| | Cable Hi-Pot Testing | Visual | Technician Form, PJ-039 |
| Final Acceptance | Overall type work | Visual | PJ-039 |
| | Completion of all punch list items | Visual | PJ-039, PJ-022 |
| Final QA/QC Documentation | Inspection Forms, Reports, etc. | | Transmit to customer at end of project |
| 6.19 <u>ENERGIZATION & TURNOVER</u> | | | |
| Final Testing | Checks to be performed prior to Energization | | PJ-045 |
| | | | |
| Energization | Energizing of all apparatus | | PJ-006 |



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| | | |
|------------------|---------------------------------------|-------------------------------------------|
| Final Acceptance | Transfer of Care, Custody and Control | PJ-007 |
| Final QA/QC | Inspection Forms, Reports, etc. | Transmit to Customer at end of Project |

7.0 ATTACHMENTS (To Be Provided Upon Award)

| | | |
|--------------------|------------|----------------------------------------------|
| Attachments | 1-3 | <u>Quality Control Specifications</u> |
| | PJ020-A1 | Concrete QC Specs |
| | PJ020-A2 | Structural Steel QC Specs |
| | PJ020-A3 | Control Cable and Conduit QC Specs |

| | | |
|--------------------|-------|-------------------------------------------------|
| QA/QC Forms | PJ021 | Field Inspection Report |
| | PJ022 | Field Punch List |
| | PJ023 | Earthwork/Site Preparation Inspection Reports |
| | PJ024 | Foundation Pre-Pour Inspection/Approval to Pour |
| | PJ025 | Concrete Placement Record |
| | PJ026 | Fencing Inspection |
| | PJ027 | Conduit and Cable Trench Inspection Report |
| | PJ028 | Grounding Inspection Report |
| | PJ029 | Structural Steel Inspection List |
| | PJ030 | Insulator Inspection Report |
| | PJ031 | Switch Inspection Report |
| | PJ032 | Bus Inspection Report |
| | PJ034 | Control Cable/Fiber Optics Inspection Report |
| | PJ035 | Control Cable/Fiber Optics Check List |
| | PJ037 | Transformer Receiving Inspection |
| | PJ039 | Pole/Overhead Conductor Inspection Report |
| | PJ041 | Electrical Receiving Inspection |



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| | |
|-------|----------------------------------------------|
| PJ018 | Non-Conformance Hold Tag |
| PJ042 | Corrective Action (CAP) Investigative Form |
| PJ043 | Equipment and Apparatus Damage Report |
| PJ044 | Checks performed prior to final Walk-through |
| PJ045 | Checks performed prior to Energization |
| PJ006 | Energization Report |
| PJ007 | Transfer of Care, Custody and Control |
| PJ003 | Project Initiation Report |
| PJ049 | Construction Field Checklist |
| PJ050 | Order Entry Kick-Off Meeting |
| PJ051 | QA Action Items List |
| PJ052 | QA/QC Form Applicability Checklist |

No problems found. Congratulations on the successful setup of your wireless printer.

DIAGNOSTICS RESULTS

> **Wi-Fi**

| | |
|--------------------|-----------|
| -- Wi-Fi On | PASS |
| -- Wi-Fi Working | PASS |
| -- Signal Strength | Excellent |
| -- Signal Quality | Good |

> **Connectivity**

| | |
|-------------------------------------|------|
| -- Connected | PASS |
| -- Disconnect count total | 51 |
| -- Disconnect count (last hour) | 0 |
| -- Disconnect count (last 24 hours) | 0 |

> **Network**

| | |
|--------------------------------------------------------------|------|
| -- Network Name (SSID) Found | PASS |
| -- Other networks detected matching your network name (SSID) | No |
| -- Wireless Networks Detected | 18 |

> **Settings**

| | |
|-----------------------------------------------------------|------|
| -- Printer Settings Consistent with Wi-Fi Router Settings | PASS |
| -- No Filtering | PASS |
| -- Channel | 6 |
| -- Security | PASS |

CURRENT CONFIGURATION

| | |
|---------------------------|-------------------------|
| -- Network Name (SSID) | Cisco12109 |
| -- Hardware Address (MAC) | 14:cb:19:34:02:43 |
| -- IP Address | 10.1.10.133 |
| -- Configuration Source | DHCP |
| -- Communication Mode | Infrastructure |
| -- Authentication Type | WPA or WPA2 |
| -- Encryption | Automatic (AES or TKIP) |
| -- Internet | Connected |

For additional help with troubleshooting, refer to the network troubleshooting help section provided with your HP printer.
 For more information on your network configuration, print the Network Configuration Page.

Visit the HP Wireless Printing Center - www.hp.com/go/wirelessprinting.



**Energy Erectors
City of Lake Worth
Canal Transmission Substation
Site Safety Plan**



Safety Plan

City of Lake Worth

Canal Substation

**4601 Davis Road
Lake Worth Beach, FL
33461**



Energy Erectors
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Canal Transmission Substation
Site Safety Plan



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A. Introduction

Energy Erectors (EEI) places Safety Performance as the first of our five Global Principles.

Safety is a key element and paramount in the success of our company. EEI is relentless in our commitment that safety is #1 with the goal of an accident free work place. Our safety program is a living document under continuous scrutiny.

EEI has established a "Zero Accident / Zero Tolerance Culture" maintaining an expectation that all injury can be eliminated. The following is an overview of our program and the auditing methods used to maintain our organization as an industry leader.

One of the most important aspects of an effective safety program is the "New Hire Orientation". It provides the opportunity to make the employee feel part of the organization and communicate expectations and responsibilities.

Employees are our most valuable asset. Utilizing the experience / knowledge level of professionals within our company concerning what key elements are needed to be a leader in safety within the Electrical Substation Industry, we formulated the following core elements:

- Daily Tailboard / JSTA Meetings
- Field Safety Audits
- Job Task Analysis
- New Hire Mentoring Program
- New Hire Orientation / Testing
- On Going Training
- Post New Hire / Interview / Testing (60 days after initial employment)
- Project Specific Orientation
- Qualified Skilled Employees
- Safety Committee
- Skill Assessments
- Weekly Safety Meetings

Creating a "Zero Accident" Culture a safe work place is our culture. Our daily goal is to send each employee home to their families at the end of each day in the same healthy condition in which they arrived to work. The safety and health program is an aggressive approach developed from all input at all levels of the organization including executive management sponsorship. The program is a living document continuously under review to maintain an industry leading program.

- Employees are our most valuable asset
- Recognize employee's safety effort
- Special recognition awards
- Provide quality equipment / tools
- Training / educating workforce
- Safety Awards
- Safety Barbeques (family orientated / team building)
- Employee Safety Committee
- Employees take pride in building a quality product safely



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PROJECT OVERVIEW

Scope of Work

Substation Construction Services located in the Canal Substation Project.

Location

Canal Substation
Lake Worth Beach, FL

Personnel on Project

Troy Janoske - Project Manager Email: tjanoske@energyerectors.net Cell: 352-267-3491
Mike Gneiting - Site Superintendent Email: mgneiting@energyerectors.net Cell: 352-396-6007
Paul Yeckley - Site Safety Rep Email: paul@energyerectors.net Cell: 352-267-7353

Emergency Information

Refer to **Section J** of this Safety Plan for addresses, telephone numbers and contact information for Ambulance, Air Ambulance, Hospital and Poison Control Center.

(Initial list provided, complete addresses and phone numbers will be added upon award of project)



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A. Safety Responsibilities and Authorized Entry

1. MasTec / Energy Erectors we will use all personal protective equipment required by City of Lake Worth and OSHA, such as hard hats, steel toe work boots, hearing protection, fall protection and fire-retardant clothing, Traffic vest as needed and high visual FR vest shall be worn continuously while on the job site.
2. All drivers will have valid driver's license and DOT certification as required.
3. Employees and Subcontractors will attend required City of Lake Worth site-specific safety training.
4. All employees will be certified as drug free.
5. Authorized entry – will be designated by City of Lake Worth.
6. Sub-Contractor responsibility, site safety plan requirement and content.
7. CONSTRUCTION LOCKS SHALL BE PROVIDED FOR GATES AND STRUCTURES, FOR OFF WORK HOUR PROTECTION

B. Chain of Command for Resolving Safety Issues

A. Resolution of any hazard prevention issue that concerns the employee will be by listed title:

1. Foreman
2. Construction Manager
3. Project Manager
4. Safety Director

B. City of Lake Worth will be advised of any site-specific safety hazards.

C. Hazard Assessment Plan / Hazard Elimination Process

1. All employees are trained in the identification of fall protection needs, use of equipment, inspection and use of fall protection equipment.
2. Presence of high voltage lines is discussed prior to working on overhead work. Only competent trained employees will be allowed to work on or near energized circuits.
4. A job safety task analysis (JSTA) / job hazard analysis (JHA) shall be done before start of each new job task. The supervisor and workers that will perform the job will do this. All hazards must be identified with management steps discussed on the back of the form. Foreman/Supervisor must sign only after reading and updating or revising as necessary. 100% fall protection anchor points will be identified and noted on the JHA.

D. Equipment Hazard Plan

1. Equipment will be inspected daily.
2. GFCI's will be provided on all electrical outlets.
3. All tools will be inspected to determine that they are in good working order.
4. Equipment operators will have certifications that they are competent operators.



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E. Safe Work Standards and Reference Documents

All work will be covered by Safety, OSHA Standards, NFPA-70E, MasTec / Energy Erectors Safety Policies and City of Lake Worth Safety Standards.

F. Logistics Plan

1. MasTec / Energy Erectors will provide lockable containers for storage of tools and material.
2. Equipment will be parked on site or adjacent to the work area as required.
3. Spotters will be provided when moving equipment as required. Traffic cones will be placed around the equipment when it is stationary as required.
4. Material will be stored in an area, designated by City of Lake Worth.

G. Housekeeping

The work area must have good housekeeping, in order to eliminate the possible of trip hazards. If the work area is soft or wet, care must be taken to prevent slips and falls.

1. Temporary facilities, sanitation, industrial hygiene, etc. the sanitation units will be provided by MasTec / Energy Erectors each unit will be clean and service weekly or as needed.
2. Eating and food storage will be kept in the MasTec / Energy Erectors Offices or designated facilities.

H. Heat Stress Management

I. Purpose

To assist in minimizing employee risk of heat related illness and injury.

II. Levels of Heat Stress Severity

Heat Stress can be defined in three varying levels of severity – Heat Stress (mild), Heat Exhaustion (moderate), and Heat Stroke (severe). Below is a list of warning signs and treatment by degree of severity.

| Levels | Warning Signs | Solution or Treatment |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Heat Stress (Mild) | Sweating, Irritability, Mild dizziness, or weakness, muscle spasms/ cramps, prickly heat. | DO NOT TAKE SALT TABLETS, Rest in a cool, shady area, drink water/fluid *If symptoms persist or cramps occur, seek medical help. |
| Heat Exhaustion (Moderate) | Excessive sweating, dizziness or weakness, thirst, headache, nausea/loss of appetite, skin (cold, flushed, moist, pale) Pulse rapid and weak | Rest in a cool, shady area, cool off by rinsing the face, neck, and arms, hose down or stand under a shower. Do not go back to work immediately. * Contact your supervisor for medical evaluation. |
| Heat Stroke (Severe) | Lack of sweating, dizziness, headache, nausea, skin (hot, flushed, dry). Pulse rapid, weak, possibly irregular. Confusion, loss of consciousness, deep rapid breathing | If one or more of these signs are present, employee should call for emergency medical assistance. |



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III. Steps you can take to prevent heat stress are as follows:

1. **Dress properly for weather conditions** – heavy clothing can increase body heat causing excessive sweating leading to the loss of body fluids. This will speed up the dehydration process.
2. **Drink plenty of fluids** – avoid drinking carbonated fluids. They can increase the risk of heat related problems. Use electrolyte replacement drinks which are low in sodium. Drink 3 cups of water to every 1 cup of electrolyte replacement drink.
3. **Eat reasonably** – Eat a good breakfast and lunch every day to help maintain a healthy energy level throughout the day. Do not eat heavy meals prior to working in the heat. Bananas are a good source of potassium and can help prevent muscle cramps.
4. **Avoid drugs and alcohol** – Use of drugs and/or alcohol can increase your risk to heat related problems. Your body will use its energy supply to rid itself of the foreign substance causing sweating, nausea, and/or vomiting. You become less likely to drink additional fluids and therefore, this greatly accelerates the process of dehydration.
5. **Keeping employees informed** – Make heat stress a part of your daily tailboard / job task analysis. Employees should be aware of how to prevent heat stress and what warning signs they should look for.
6. **WHEN IN DOUBT, SEEK MEDICAL ATTENTION IMMEDIATELY**

I. **Safety Meetings**

1. Safety Council

Safety Committees are an essential part of our Safety Program. The committee will be represented by employees from the field and management. Activities will include but not be limited to:

- Monthly meetings
- Review of near misses / accidents
- Development of safety topics for monthly use
- Track safety trends
- Review employee safety suggestions
- Review proposed safety policies and procedures
- Safety committee members will be rotated every six months

2. Weekly Safety Meeting

On the first day of each work week, a weekly safety meeting will be conducted prior to the start of work. General or specific topics will be selected based on the work activity or continuing employee safety awareness training. (Documented)

3. Daily Job Safety Task Analysis and Tail Board Meeting

- The crew leader shall be responsible for holding effective daily tailboard/ JSTA meetings
- Tailboards/JSTA briefing meetings shall be held to make each employee aware of hazards specific to the job they are performing before beginning work at the job site
- These meetings also shall be held when any part of the job changes or when there is a change in the crew
- Tailboard/JSTA briefing meetings shall be documented (including topics discussed and signature of attendees)



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4. Field Safety Audit

Safety audits are a useful / valuable tool for measuring the success of the safety program and providing insight of what additional training would enhance safety efforts.

- Housekeeping
- PPE
- Assured grounding / EPZ Grounding
- First Aid Kit (properly stocked)
- Confined Spaces
- Hand tools / Power tools
- Fire Extinguishers
- Fork Lifts
- Cranes / Lift Trucks and rigging equipment
- Bucket Trucks
- Excavations / Access, Egress and surfaces
- Other Motorized Equipment
- HAZCOM / MSDS and storage
- LOTO (Lock Out – Tag Out)
- Material Handling and Storage
- Man lifts / aerial platforms
- Rubber gloves (test date)
- Scaffolds / ladders
- Work positions / Acts (Fall protection used in a proper manner)

J. Emergency Response / Action Plan and First Aid Procedures

Only trained personnel shall render First Aid / CPR and rescue to an employee or member of the public. All employees are trained by certified Instructors and are given CPR/First Aid wallet cards, all Training and Certificates are kept on file with the safety department with re-training every 1 to 2 years.

- All Mastec / Energy Erectors and Subcontractors shall be familiar with the site emergency response and action plan.
- There shall be a First Aid kit in each job site trailer / vehicle.
- First Aid kit shall consist of adequate materials for the environment in which they will be used.
- First Aid kits shall be inspected weekly
- Provisions shall be made for prompt medical attention in case of injury
- Proper communication system for contacting necessary emergency services shall be provided
- In areas where 911 is not available, the telephone numbers of hospitals and emergency services shall be conspicuously posted
- First Aid will be available to all employees
- At any worksite with two or more workers, there will be two trained First Aid persons available
- The employer shall provide adequate washing facilities for quick drenching or flushing of eyes.

I. Pole Top Rescue

If a worker becomes incapacitated while working in the air, call 911 immediately then follow the steps below:

- The rescuer must be able to perform the rescue safely and trained to do so
- Survey the pole to ensure that the rescuer can safely climb to the victim



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- The rescue should be accomplished as quickly as possible to avoid the physical trauma of being suspended for long periods of time
- Ascend the pole and belt off
- Clear the victim from any electrical contact using tools that will keep the rescuer isolated from any source
- Ensure that the rope is properly wrapped around a cross arm to ensure a controlled rate of descent
- If the pole has no cross arm, rig into the pole itself by driving a screwdriver into the pole for support for the rescue rope and wrap the rescue rope around the pole above the screwdriver. Be sure the rope end used to control rate of descent is rapped above the end attached to the victim to avoid binding
- When you are absolutely sure that the victim is hooked into the descent device, free them from the safety strap by unsnapping / cutting it (Be sure to cut away from the victim)
- Lower the victim to the ground as quickly as possible
- If medical personnel have not arrived onsite, begin CPR and First Aid per training and continue until they arrive (Be mindful of spinal / neck injuries in caring for the victim)
- Once medical personnel are onsite, assist them in caring for the victim

II. Aerial Lift Rescue

If a worker becomes incapacitated while working from an aerial lift device and are not in immediate danger from fire / continuing electric current, call 911 immediately then follow the steps below:

- Ground personnel shall learn to follow the path taken to the work location. In the event of an emergency, the ground personnel shall lower the bucket to the ground, using the lower (override controls) reversing the path originally taken
- If so equipped, the bucket braking system shall be engaged so that the bucket is tilted at the proper angle for extraction when it reaches the ground
- The ground personnel will use any rescue device on the equipment to remove the injured employee from the bucket
- If equipment does not have a rescue device, ground personnel will lift the employee from the bucket in one smooth motion, laying the victim on a firm surface in preparation for CPR and First Aid
- Employees will administer CPR and First Aid until medical personnel arrive and take over

III. Structure Rescue

If a worker becomes incapacitated while working from a structure call 911 immediately then follow the steps below:

- The rescuer must be able to perform the rescue safely
- Survey the structure to ensure that the rescuer can safely climb to the victim
- The rescue should be accomplished as quickly as possible to avoid the physical trauma of being suspended for long periods of time
- Ascend the structure and belt off
- Clear the victim from any electrical contact using tools that will keep the rescuer isolated from any source
- Use the descent device or other method you have been trained on to prepare the victim for descent
- When you are absolutely sure that the victim is hooked into the descent device, free them from the safety strap by unsnapping / cutting it (Be sure to cut away from the victim)



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- Lower the victim to the ground as quickly as possible
- If medical personnel have not arrived onsite, begin CPR and First Aid per training and continue until they arrive (Be mindful of spinal / neck injuries in caring for the victim)
- Once medical personnel are onsite, assist them in caring for the victim
- Ground personnel shall learn to follow the path taken to the work location. In the event of an emergency, the ground personnel shall lower the bucket to the ground, using the lower (override controls) reversing the path originally taken.

EMERGENCY INFORMATION

| <u>Resource Needed</u> | <u>Resource Location</u> | <u>Telephone Number</u> |
|----------------------------------------|------------------------------------------|-------------------------|
| Ambulance / EMS | | |
| 911 | | 911 |
| Fire Department | | |
| | (Prelim SSSP – to be updated upon award) | |
| Hospital / Clinics | | |
| | (Prelim SSSP – to be updated upon award) | |
| | | |
| | | |
| WorkCare | | 1-888-449-7787 |
| Police Department | | |
| | (Prelim SSSP – to be updated upon award) | |
| Poison | | |
| American Association of Poison Control | | 1-800-222-1222 |



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Safety Incident Reporting

**Energy Erectors Safety
Energy Erectors Const. Manager
Energy Erectors Project Manager
FPL Site Rep
FPL Safety**

**Paul Yeckley
Mike Gneiting
Troy Janoske
TBD
TBD**

**Cell: 352-267-7353
Cell: 352-396-6007
Cell: 352-267-3491**

All employees need to be aware of this procedure

Note: During the tailboard / JSTA meeting make all employees aware of the location of the work site. In case of a medical emergency they will be able to direct the responding medical assistance unit to the incident site.

Emergency Procedures

Medical Injuries / Vehicle Accidents

If trained-provide emergency First-Aid to the individual until medical assistance arrives.

If you're not able to follow reporting procedures call 9-1-1

Medical Assistance Call 9-1-1

Provide the following information to the emergency center:

1. Your name and phone number.
2. Type of Incident-employee injury / Vehicle accident.
3. Location of the incident: Intersection / highway number and nearest milepost. If you have a GPS, provide Lat / Long.
4. How many individuals need medical assistance?



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5. Extent of injuries.
6. Was the incident due to a fall, electrical contact, vehicle accident, other?
7. Stay on the line until 9-1-1 disconnects.

After notification has been made for medical assistance, contact the next level of management.

Note: If after normal hours you need medical attention contact

Contact: Paul Yeckley 352-267-7353

K. Incident Investigation Plan

- a. All incidents shall be reported to your Supervisor.
- b. MasTec / Energy Erectors Construction Manager.
- c. City of Lake Worth Site Rep.
- d. The MasTec / Energy Erectors Safety Director, site safety, and the construction team will perform a post incident Root Cause Analysis.
- e. City of Lake Worth will be provided a copy of the report.

The following accident / incident profile is to be used on all occurrences involving injury to employee or a member of the public.

Format

Name / Names of individuals Involved:

Date of Occurrence:

Location of Occurrence:

Description of Location:

This caption should describe briefly but concisely the scene of the accident with all surrounding pertinent landmarks, distances, grades, services, rural, business and residential areas and such other factors that are material to the accident under investigation.

Weather Conditions:

This should describe the weather conditions at the time of the incident. Temperature, wind speed and direction, precipitation, dust storm, thunderstorm, etc. should be described briefly but concisely. If weather isn't an issue in the cause of the accident, a brief description will suffice.



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Description of Accident:

This item should be a brief, composite, version of the facts of the accident based upon the statements and reports of all parties at interest. If the versions of the interested parties are directly opposed or in conflict, the investigator should express the versions of each separately. Avoid rambling generalities, unsupported conclusions and digressions from the facts on hand.

Diagrams and Photographs:

Use graph paper for diagrams of the scene of the accident. Measurements should be clearly marked with a permanent point of reference, i.e. buildings, fences, etc., and the diagram writing should be read from the bottom and right side of the page.

Photographs:

Each photograph should be numbered, dated, and a short description of what the photograph depicts.

Equipment Involved:

First describe in detail all company equipment involved i.e. electrical conductors, vehicles, cranes, trenchers, backhoes, etc. A detailed description should include manufactures model, year and serial number. Other equipment involved should be described in the same manner including owner's name and address. Use a paragraph for company property and one for the other property. Measurements and distances from permanent reference points should be identified by the type of equipment used to conduct the measurement as well as the individual / individuals who conducted the measurements.

Evidence:

In this item describe in detail all items in your custody as evidence pertaining to the accident. Also indicate evidence not in company possession.

Right of Way / Easements:

This is self-explanatory, but if we have no right of way or easement, state so. Only if this item has signs of becoming an issue do you need to elaborate or acquire the recorded plat or easement.

Other Party:

If there is more than one potential claim, make a separate file and subparagraph caption for each. State briefly in one or two sentences the other party's version of the happenings of the accident or damages. In cases involving juveniles furnish the given name of both father and mother not Mr. or Mrs., date of birth is very important.

Witnesses:

If more than one, make a subparagraph caption for each stating full name, social security number, age, address, place of employment and where located at the time of the accident / incident. Comment briefly in no more than a sentence or two on the witness's version of the facts of the accident.

If the witness is a transient, tourist or passerby, be sure to obtain the name and address of a person who would always know of the whereabouts of the witness.



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Make a determined effort to cultivate good will with your contacts with witnesses. Remember, they have nothing to gain or lose because of someone else's accident and their cooperation is entirely voluntary. Your approach and attitude will often determine if the witness will cooperate or not. They are doing you a favor at the expense of their time and convenience.

Official Reports:

Indicate the jurisdiction of the investigating officer, local police, county sheriff, highway patrol, etc. From the police report itself, comment on pertinent facts conveyed in the report.

Bodily Injury:

This section should indicate name of the injured party, age, address, occupation, social security number and marital status. Name of the spouse, parents and children should be listed. If it is a fatal accident, list the name of survivors and heirs.

List the name of the hospital the injured or deceased was taken to, name of the treating physician or medical examiner and how they were transported to the facility.

Employees on site:

Any employee who responds or is on site should be identified by name, payroll number and where the employee works. Additionally, any activities involving an employee relating to the investigation should also be noted on your report.

Root Cause Analysis:

Root Cause Analysis is a tool designed to help identify not only what and how an event occurred, but also why it happened. Understanding why an event occurred is the key to developing effective recommendations. The Root Cause Analysis is a four-step process involving the following:

- Data collection.
- Organize and analyze information gathered.
- Root cause identification.
- Recommendation generation and implementation.

L. Blood Borne Pathogens

The Occupational Safety and Health Administration (OSHA) of the Department of labor published the final rule: Occupational Exposure to Blood Borne Pathogens in the December 6, 1991 Federal Register. The effective date of this rule was March 6, 1992. OSHA has determined that workers face a significant risk as a result of occupational exposure to blood borne pathogens including hepatitis B virus (HBV) and human Immunodeficiency virus (HIV). OSHA further concludes that this exposure can be minimized or eliminated using a combination of engineering and work practice controls, protective clothing and equipment, training, medical surveillance, hepatitis B vaccination, signs and labels, and other provisions. Any questions regarding the Exposure Control Plan should be directed to your supervisor. All employees will have access to the Exposure Control Plan.



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1. Exposure Control Plan

Definitions

- "Blood" means human blood, human blood components, and products made from human blood.
- "Blood Borne Pathogens" means pathogenic microorganisms that present in present in human blood and can cause disease in humans. These pathogens include, but are not limited to, hepatitis B (HBV) and human immunodeficiency virus (HIV).
- "Clinical Laboratory" means a workplace where diagnostic or other screening procedures are performed on blood or other potentially infectious materials.
- "Contaminated Clothing" means clothing which has been soiled with blood or other potentially infectious materials.
- "Contaminated Sharps" means any contaminated object that can penetrate the skin including, but not limited to, knives or broken glass, etc.
- "Decontamination" means the use of physical or chemical means to remove, inactivate, or destroy bloodborne pathogens on a surface to the point where they are no longer capable of transmitting infectious particles and the surface or item is rendered safe for handling, use, and disposal.
- "Engineering Controls" means controls (e.g., sheaths for knives, saw blades, portable cutting tools) that isolate or remove the blood borne pathogens hazard from the workplace.
- "Exposure Incident" means a specific eye, mouth, other mucous membrane, non-intact skin contact with blood or other potentially infectious materials that results from the performance employee's duties.
- "Hand Washing Facilities" means a facility / location providing an adequate supply of running portable water, soap and single use towel or hot air drying machines.
- "Universal Precautions" is an approach to infection control. According to the concept of Universal Precautions, all human blood and certain human body fluids are treated as if known to be infectious for HIV, HBV, and other blood borne pathogens.
- "Work Practice Controls" means controls that reduce the likelihood of exposure by altering the manner in which a task is performed.

2. Occupational Exposure Determination

Exposure determination is made without regard to the use of personal protective equipment. Job classification in which all employees in those jobs have reasonably anticipated skin, eye, mucous membrane contact with blood or other potentially infectious materials that may result from the performance of an employee's duties are listed. Task and procedures performed by employees in these job classifications are described in each job classification. In addition, OSHA requires a listing of job classifications in which some employees may have occupational exposure. Not all employees in these categories are expected to incur exposure to blood or other potentially infectious materials. Task or procedures that would cause these employees to have occupational exposure must be listed. The job classification and specific tasks or procedures in which some employees may incur occupational exposure are listed.



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3. Exposure Determination

| Job Classification | Exposure Group | | Task |
|--------------------|----------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | All | Some | |
| Groundman | X | | Using hand and power tools. Operating on or around machinery or equipment. Cutting, welding, grinding, chipping. Handling materials. Using electrical test equipment and working around energized circuits. |
| Apprentice Lineman | X | | |
| Journeyman Lineman | X | | |
| Lead Journeyman | X | | |
| Working Foreman | X | | |
| Foreman | X | X | |
| Equipment Operator | | X | |
| Mechanic | X | | |
| Shop Foreman | | X | |
| Job Supervisor | | X | |
| | | | |

4. Universal Precautions

Medical history and examination cannot reliably identify all employees infected with HIV or other blood borne pathogens. Consequently, blood and body fluid precautions are consistently used for all employees. This approach previously recommended by the Centers for Disease Control and Prevention (CDC), and referred to as universal blood and body fluid precautions” or Universal precautions”, is used in the care of all workers. Appropriate protective clothing or equipment is worn to prevent skin and mucous membrane exposure when contact with blood or other body fluids of any worker is anticipated.

5. Engineering and Work Practice Controls

Engineering and work practice controls are used to eliminate or minimize employee exposure. Where occupational exposure remains after institution of the work practice controls, person protective equipment will be used. Engineering controls will be examined or replaced on a regular schedule to ensure their effectiveness. Engineering controls will be re-evaluated during the month of January each year.

- Hand washing facilities / locations are readily accessible to all employees.
- Hand cleansers, in conjunction with paper towels or antiseptic towelettes, are also available. When hand cleansers or towelettes are used, hands will be washed with soap and running water as soon as possible.
- Employees will wash their hands immediately or as soon as feasible after removal of gloves or other personal protective equipment.
- Employees will wash hands and any other skin with soap and water, or flush mucous membranes with water immediately or as soon as feasible following contact of such body areas with blood or other potentially infectious materials. Eating, drinking, smoking or applying lip balm, and handling contact lenses are prohibited in work areas where there is reasonable likelihood of occupational exposure.
- Equipment, other than PPE, which during the course of work could become contaminated with blood or other potentially infectious materials should be checked routinely.
- Specimens of blood or other potentially infectious material will be put in leak proof bags for handling.
- All equipment or environmental surfaces shall be cleaned and decontaminated after contact with blood or other infectious materials, with a commercial body fluid disposal kit or like items.



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6. Personal Protective Equipment

- All employees who are listed in the Occupational Exposure Determination section will be provide with all personal protective equipment needed.
- Personal protective equipment (PPE) is considered “appropriate” only if it does not permit blood or other potentially infectious materials to pass through to or reach the employees work clothes, street clothes, undergarments, skin, eyes, mouth, or other mucous members under normal conditions of use and for the duration of time which the protective equipment will be used.
- Appropriate PPE's are readily accessible.
- PPE's will be required or replaced as needed to maintain effectiveness.
- All employees who anticipate occupational exposure will put on the appropriate PPE prior to performing the task or procedure.
- If a garment is penetrated by blood or other potentially infectious materials, the garment will be removed immediately or as soon as possible.
- All PPE's will be removed prior to leaving the work area.
- PPE consists, but not limited to:
- Latex gloves
- Eye protection
- Face shield
- Impervious clothing
- Appropriate protective clothing will be worn in occupational exposure situations. The type and characteristics will depend upon the task and degree of exposure anticipated.
- Resuscitation devices are readily available and accessible to employees who can reasonably be expected to resuscitate an employee.

7. Housekeeping

- All equipment and working surfaces that could have been contaminated shall be cleaned with approved disinfectant.
- Contaminated work surfaces must be decontaminated with a disinfectant.

8. Hepatitis B Vaccination

- The hepatitis B vaccine will be offered to any employee who has encountered occupational exposure unless the employee has previously received the complete hepatitis B vaccination series, antibody testing has revealed that the employee is immune, or the vaccine is contraindicated for medical reasons.
- The vaccine is administered by designated hospital or clinic.
- If the employee initially declines hepatitis B vaccination, but at a later date decides to accept the vaccination, the hepatitis B vaccination will be made available.
- Employees who decline to accept the hepatitis B vaccination will sign a declination statement.
- If a routine booster dose is recommended by the clinic at a future date, such booster dose (s) will be made available.

9. Post-exposure Evaluation

All employees are required to report all on-the-job injuries to their supervisor.

- The route (s) of exposure and the circumstances under which the exposure incident occurred will be documented.



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- The name of the source individual will be documented unless identification is infeasible.
- The source individual's blood will be tested for HIV and HBV as soon as feasible and after consent is obtained (if deemed necessary) in order to determine HBV and HIV infectivity. (Texas law allows testing for HIV in exposure situations without consent).
- Results of the source individual's testing will be made available to the exposed employee, and the employee will be informed of applicable laws and regulations concerning disclosure of the identity and infectious status of the source individual.
- The exposed employee's blood will be collected as soon as feasible and tested for HBV and serological status after consent is obtained.
- If the employee consents to baseline blood collection, but does not give consent at that time for HIV serologic testing, the sample will be preserved for at least 90 days. If within 90 days of the exposure incident the employee elects to have the baseline sample tested, such testing will be done as soon as feasible.

10. Communication of Hazards to Employees

Labels and Signs:

- The biohazard labels will be fluorescent orange or orange-red or predominantly so with lettering or symbols in a contrasting color.
- Red tags will be utilized to dispose of any potentially infectious materials. They will be installed in first aid kit or in an accessible location should an incident arise.

Information and Training:

- Employees with occupational exposure will participate in a training program on transmission of bloodborne pathogens. The OSHA Blood borne Pathogens Standard, and the components of the Exposure Control Plan.
- Training will be provided at the time of initial assignment and at least annually thereafter.
- Additional training will be provided when changes such as modification of task or procedures or institution of new task or procedures affect the employee's occupational exposure.
- Information on the appropriate actions to take and persons to contact in an emergency involving blood or other potentially infectious materials.
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available.
- Information on the post-exposure evaluation and follow-up that the Company is required to provide for the employee following an exposure incident.
- An explanation of the signs and labels and / or color coding required by the regulations.
- An opportunity for interactive questions and answers with the person conducting the training session.

11. Recordkeeping:

- An accurate record of each employee with occupational exposure will be maintained for the duration of employment plus 30 years. This record will be kept confidential and will include.
- Name and social security number of the employee.
- A copy of the employee's hepatitis B vaccination status including the dates of all the hepatitis B vaccination and any medical records relative to the employee's ability to receive vaccination.
- A copy of all results of examination, medical testing, and follow-up information including the written medical opinion.
- Training records will be maintained for 3 years and will include:



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- Dates of sessions.
- Contents or a summary of information presented.
- Names and job titles of all persons attending the sessions.
- Names and qualifications of persons conducting the training.
- Individual exposure records shall be made available upon request to such individuals, as the national Institute of Occupational Safety and Health Administration (NIOSH) Assistant Secretary and NIOSHA Director, for examination and copying. Medical records shall not be released without the written consent of the employee.
- The transfer of records shall comply with the following:
 - Should Energy Erectors Services cease to do business, all health, safety, and medical records shall be transferred to the successor employer, who shall maintain such records.
 - Should Energy Erectors Services cease to do business with no successor, all employees shall be notified at least three months prior to such cessation of their rights of access to the records.
 - Should Energy Erectors Services cease to do business no successor or desire to dispose of records which are required to be preserved for at least 30 years, they shall:
 - Transfer the records to the Director of NIOSHA or Notify the Director of NIOSHA in writing of the impending disposal at least three months prior to disposal of records

M. PPE Personal Protective Equipment

New hire orientation shall include training in the use of personal protective equipment. All newly issued personal protective equipment, employees will be orientated on its usage. The dates of the training will be recorded in MasTec / Energy Erectors training record. The training will be renewed as needed.

Field supervisors shall monitor the proper use of personal protective equipment. If the employee demonstrates improper use or a lack of understanding for the use of personal protective equipment then the supervisor shall review the use of the equipment with the employee.

Training shall cover head protection, eye protection, foot protection and hand protection and shall include but not be limited to the following subjects:

- What PPE is necessary for our type of work
- When PPE is to be worn
- Proper use of PPE
- The limitations of PPE
- The proper care of PPE

The MasTec / Energy Erectors will provide each employee with a hard hat, safety glasses, mono-goggles, work gloves, and FRC's fitted to the individual employee. Each employee will be responsible for the proper care of their personal protective equipment and maintain them in a sanitary and reliable condition. Employees are responsible for replacement of lost, stolen or left behind Energy Erectors issued PPE. Employees are required to provide their own safety toed work boot with a 1/2 inch heel, and prescription safety glasses. Employee PPE will be inspected by the lead man or foreman prior to the beginning of work each day and any defective or damaged personal protective equipment shall be immediately replaced. Employee owned PPE Is Not Permitted.

A JSTA (Job Safety Task Analysis), Certified Hazard Assessment shall be completed by the MasTec / Energy Erectors Supervisor and/or the MasTec / Energy Erectors Safety Risk Director or his designated person, prior to the start of each job. This form shall indicate the personal protective equipment necessary for the specific job. And the JSTA must be reviewed and signed by every worker present. And reviewed and signed by all visitors. If the work task changes and/or environment changes the changes must be added to the JSTA, review and signed



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by all at the time of the change.

The use of high voltage personal protective equipment is covered in the, Electrical Operation and Arc Flash Protection sections of the MasTec / Energy Erectors Safety Manual.

I. Hard Hats

All employees shall wear an approved (Class E) hard hat at all times whenever they are at work. The only exceptions are when employees are riding inside the cab of a vehicle or are within an office building. This rule applies to ALL employees.

II. Hearing Protection

➤ Hearing Protection must be worn where there is a possibility of hearing damage. (See chart).

| Duration hrs/ day | Sound Level |
|----------------------|-------------|
| 8 | 90 dBA |
| 6 | 92 dBA |
| 4 | 95 dBA |
| 3 | 97 dBA |
| 2 | 100 dBA |
| 1 ½ | 102 dBA |
| 1 | 105 dBA |
| ½ | 110 dBA |
| ¼ or Less | 115 dBA |

- Specific areas where the noise level is above 85 dBA shall be identified and employees will be required to wear hearing protection when exposed beyond the posted limits.
- The appropriate hearing protection may consist of the following:
 - Ear plugs
 - Ear muffs
- Note: Plain cotton is not acceptable. Ear protective devices shall be worn properly in order to provide the maximum protection and be kept clean to reduce the possibility of an ear infection.
- Employees shall be trained in the proper use of hearing protectors.
- Copies of noise exposure procedures shall be made available to employees and posted at each job site.
- The MasTec / Energy Erectors shall administer a continuing effective hearing conservation program for all employees whenever employee noise exposures equal or exceed an 8 hour time weighted average (TWA) sound level of 85 decibels.
- All employees whose exposures equal or exceed an 8 hour time weighted average of 85 decibels shall be tested at no cost to the employee. Within 6 months of an employee's first exposure at or above the action level, the MasTec / Energy Erectors shall establish a valid baseline audiogram against which shall be proceeded by at least 14 hours without exposure to workplace noise. Hearing protection may be used to meet the requirements. Employees shall be notified to avoid high levels of noise. Annually after obtaining the



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- baseline audiogram, the MasTec / Energy Erectors shall obtain a new audiogram for each employee exposed at or above 8 hour time weighted average of 85 decibels.
- Each employee's annual audiogram shall be compared to that employee's baseline audiogram to determine if the audiogram is valid and if a standard threshold shift has occurred. If a comparison of the annual audiogram to the baseline audiogram indicates a standard threshold shift, the employee shall be informed of this fact in writing within 21 days of the determination. The use of hearing protection shall be re-evaluated and / or refitted and, if necessary, a medical evaluation will be required.
- MasTec / Energy Erectors shall evaluate hearing protection for the specific noise environments in which the protector will be used.
 - Note: Due to the transient nature of the business, we rely on our customer when work is located on a power generation site to monitor noise levels and install appropriate warning signs as required.
- MasTec / Energy Erectors shall maintain accurate records of all employee exposure. Records shall be maintained as follows:
 - Noise exposure measurement records shall be retained for two years.
 - Audiometric test records shall be retained for the duration of the affected employee's employment.
 - All records shall be made available to employees, former employees, representatives designated by the individual employee.

III. Eye Protection

Suitable eye protection equipment, such as goggles and face shields shall be worn to prevent eye injuries. ANSI Z87 approved safety glasses with side shields must be worn at all times when on the job site. Some of the jobs that require the use of additional eye/face protection equipment include grinding, chipping, buffing, welding, cracking concrete, handling chemicals; some electrical work where arc rated face shields would afford protection against electric flash, and any other task that may introduce additional hazards to eyes and face. Contact lenses are not to be worn on the jobsite.

IV. Foot Protection

Employees are to wear approved safe footwear, steel or safety toed work boots, solid leather upper with 1/2 inch heel. (Must meet current ASTM footwear standard)

V. Hand Protection

Leather work gloves furnished by MasTec / Energy Erectors are considered a part of the personal protective equipment and shall be worn at all times when required by the nature of work being performed.

Exceptions

- When doing work in or around energized lines of equipment, appropriate rubber gloves with leather protectors shall be worn.
- When working with hazardous materials (such as acids, concrete and other solutions that require such protection), appropriate nonelectrical rubber or chemical resistant gloves shall be worn.
- Wear approved cut resistant gloves to help prevent and injury while performing work using a knife.



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VI. Respiratory Protection

Job Duties that require the use of employee respirators shall follow manufacturer's instruction or the specific instructions of supervision. Work requiring the use of the respirators shall be assigned only to trained and certified individuals. All respirators needs shall be supplied by MasTec / Energy Erectors as the job duties demand.

- Employee's required to use a respirator shall be instructed on the proper use, maintenance, and limitations of the respirator by the program administrator Chuck Desrosiers (Executive Director of Risk Management).
- When not in use, respirators shall be stored in a clean/ sanitary location.
- All employees must receive training on proper selection, fit testing, and maintenance prior to initial use of the respirator, and trained annually as required and/or needed.
- All respirators shall be selected as to the exposed hazards. With the selections based on NIOSH Standards and Certifications.
- All employees required to wear respirators will be clean shaven.
- Tight face pieces will be conducted by qualitative or quantitative methods
- In the event of seal breakage on any respirator, the employee shall evacuate the work area immediately.
- In the event a cartage type respirator is used the employee must evacuate the hazard area to change cartages.
- Medical evaluations shall be kept confidential.
- Prior to fit testing it will be conducted during normal work hours convenient and understandable and the employee given the chance to discuss the results with a physician or other licensed professional.

Note: No employee shall be allowed to work in an IDLH (Immediate Danger to Life and Health) atmosphere, without the approval of the Energy Erectors Safety Director and Vice President.

VII. Hair Protection

Employees with hair at a length that could be hazardous when working around equipment/ machinery shall contain their hair in a net or other suitable means to prevent entanglement.

VIII. Fire Retardant Clothing

- Wear approved fire-retardant clothing (FRC) on all jobs during which the client or the nature of the work require FRC clothing. 100% FRC (HRC-2) is required at all times in an energized Substation and/or when working on an energized Transmission Line ROW. Certain electrical work tasks require the wearing of properly rated fire-retardant clothing. (See the Arc Flash Protection Section of this handbook for more information)
- When work is being performed in a street or highway, crossing a street or highway, or working within 20 feet of the edge of a roadway, it is necessary to use traffic control devices (cones, warning signs) and employees working on the ground must wear a minimum of a DOT Class 2 reflective safety vest or clothing.



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N. Fall Protection

I. Statement

The Company is committed to 100% fall protection for our employees. Each employee who is required to climb or work at elevated heights must complete fall protection program at local area contractor's safety council or the company training program. Completion of the fall protection training program shall certify the individual as qualified and competent to determine the type of fall protection required for the specific job.

II. Requirements

A full body harness and shock-absorbing lanyard are required when working on elevation of six feet or more above grade or floor except when proper facilities exist. This includes working in motorized lifts, crane suspended baskets, truck trailers or on portable ladders. When conventional fall protection is not used, these locations must be identified and classified as controlled access zones. Control access zones shall be approved by and a site-specific fall protection plan developed by the Safety Department.

III. Fall Protection Equipment Requirement

A. Personal fall protection equipment shall consist of the following:

➤ **Full Body Harness**

- A full body harness is required to properly distribute forces to minimize injury to the body in the event of a fall. Such harness must be made of polyester in order to resist damage from possible contact with chemicals.

➤ **A polyester lanyard, maximum of six (6) feet in length**

- The lanyard must be able to support a minimum of 5,000 pounds and include a shock absorbing device. The lanyard shall be equipped with snap hooks on each end. Each snap hook is to be of double locking design to prevent accident disengagement.

➤ **Anchor Point**

- The anchor point is the tie-off connected device to which the free end of the harness/lanyard is attached. It may be either a pre-engineering device such as an installed eye bolt, slide rail or cable arrangement, or existing structure, pipe. Anchor points must be designed to safely support a minimum of 5,000 pounds per worker.

B. Purchasing of Personal Fall Protection Equipment

Only equipment approved by Energy Erectors Safety coordinator will be purchased. This equipment must meet all applicable ANSI and ASTM requirements.



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D. Inspection of Fall Protection Equipment

All safety harnesses and lanyards must be visually inspected by the user prior to use. All anchorage systems including lifelines and rope grabs should be visually inspected at the beginning of each work shift. Each quarter a visual inspection will be documented via color code tape if device meets requirements of visual inspection noted below.

If any defective conditions are found, remove the item from service immediately and notify your foreman and/or supervisor.

All safety harnesses and lanyards must be visually inspected by the user prior to use. All anchorage systems including lifelines and rope grabs should be visually inspected at the beginning of each work shift. Each month a visual inspection will be documented on monthly form if device meets requirements of visual inspection noted below.

If any defective conditions are found, remove the item from service immediately and notify your foreman and/or supervisor.

1. Webbing

When inspecting the harness and lanyards check for worn, cut, frayed or burned fibers in the harness webbing. Carefully check the webbing where attached to buckles and "D" rings for excessive wear, cut or torn fibers or other visible damage. Also inspect the shock absorbing section of the lanyard.

Heat: Fibers become brittle, turn brown in color, shrivel and break down when flexed.

Chemicals: Fibers change color and texture similar to a brownish smudge or smear and will become less elastic with cracks resulting from bending.

Paint and Solvents: Paint can penetrate into the harness weaving and dry, causing the webbing to become hard, brittle and to eventually break.

Dirt and Grit: Foreign particles can work into the harness weave and cut and fray fibers.

Ultraviolet Light: Exposure to excessive sunlight could deteriorate the harness webbing.

2. Buckles and D Rings

Inspect for rough or sharp edges, burns, cracks, dents or distortion. All parts of the buckle should be straight.

3. Snap Hooks

All snap hooks must operate smoothly and open/close completely. Inspect snap hook body for sharp edges, burns, distortion, cracks, or pitted surfaces. Rivets should be checked for cracks, broken or bent conditions. Gate locking keepers should be free from distortion or bending and seat properly against the snap hook nose and body. The gate keeper springs should have sufficient tension to close firmly.



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4. Labels

All labels must stay attached to the harness and they must be easy to read.

E. Personal Fall Protection Equipment Maintenance

1. Cleaning

Wipe only with a wet sponge then wash with a soapy sponge, using a brisk back and forth motion. Rinse with clear water and hang to air dry away from exposure to high heat, steam or long durations of sunlight.

2. Storage

Harness should be hung in a clean, dry area.

F. Training

All personnel performing elevated work or the supervisor of personnel performing the work shall:

- a. Attend Energy Erectors Fall Protection Training Program or the fall protection program at local area contractor's safety council
- b. Demonstrate competency in initial training
- c. Attend refresher training as required in the work place.

IV. Work Practice

A. Climbing

1. Climbing to reach an elevated position should be a last resort, when approved ladders, motorized lifts, or scaffolds are not practical or available. Test footing and support conditions before progressing.
2. When circumstances dictate, at least two people should be present during climbing activities (i.e. until the top of a ladder is tied off).
3. Do not carry tools or other materials in your hands while using ladders. Tools and materials shall be carried in a tool belt or lifted by the use of a securely fastened rope.
4. Take special precautions when wet or other slippery conditions exist, avoid where possible.
5. Climb stairs such that at least one hand is free to use the hand rails. Do not use both hands to carry materials.
6. Climbing on equipment such as pumps, exchangers, valve hand wheels, transformers, electric motors, handrails, structures, or other facilities not specifically designed for climbing should be avoided. Climbing on conduit, cable trays, or other equipment not cable of supporting body weight is not permitted. Climbing on vertical beams is not permitted.
7. Access to an elevated position shall be as close as possible to the work area to minimize fall exposure.
8. Do not climb a ladder while another person is on the same ladder.
9. When walking on pipe racks, make sure there is adequate support to provide a safe walking surface without damage to the piping, insulation, or tracing. Minimize walking on insulated pipe.



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B. Lanyards and Anchor Points

1. When not in use, lanyards should be wrapped around the body and attached to the harness to prevent tripping or snagging. Do not drag the lanyard.
2. Attach the lanyard to the best available anchor point, preferably an engineered anchor point. Do not attach to any piping smaller than 4 inches in diameter (individual). If multiple people secure to the same pipe, it must be six inches or greater in diameter. (DO NOT ATTACH LANYARD TO CONDUIT),
3. Choose an anchor point where attachment and detachment can be done without causing loss of balance or a body position that would increase risk of a fall.
4. Anchor points should be at least shoulder high to reduce fall distance.
5. Anchor points should be free of sharp edges to avoid cutting the lanyard. When securing around a beam or other edged anchor point, a protective edge guard or beam wrap should be used to prevent abrasions.
6. Do not tie knots in a lanyard while the lanyard is in use. This will reduce the strength of the lanyard.

O. Vehicles and Equipment

I. Management Leadership

- Management acknowledges that Motor Vehicle Transportation is an essential part of the business. The goal of management is to eliminate all preventable accidents.
- The following criteria shall be the basis of this program:
 - Driver selection
 - Accident record keeping, reporting and analysis
 - Vehicle inspection and maintenance
 - Driver training
 - Loss control program audit
- The Safety Director shall be responsible for implementing the program, monitoring each driver, and reporting the results to department Management.

II. Driver Qualifications

- The following qualifications shall be a minimum when selecting drivers to participate in the program:
- The driver shall have in his possession at all times a valid driver's license when driving a Company vehicle. (A commercial driver's license when operating DOT vehicles).
- The driver shall be qualified to operate the specific type of vehicle to which he is assigned.
- The driver shall confirm his driving skills by taking a DOT road test, and physical examination, if required.
- Each driver's motor vehicle record shall be reviewed annually to evaluate the observance of traffic laws.
- Past driving experience of new employees shall be reviewed through reference checks with previous employers.

III. Vehicle Inspection and Maintenance

A vehicle maintenance file shall be created for each Company motor vehicle. Each employee assigned a



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Company vehicle is responsible for the inspections and maintenance of that vehicle. A maintenance report shall be placed in the vehicle file.

IV. Driver Training

- Training shall be provided both in the vehicle and the classroom.
- This training shall consist of the following:
 - Company policy and procedures
 - Equipment familiarization
 - Applicable government regulations
 - Cargo handling and load securement
 - Emergency procedures
 - Accident reporting
 - Specific, trend-identified exposures

V. Vehicles and Equipment General Safety Procedures

1. Fueling

Dispensing gasoline and diesel should be done through a pump and hose. If this is not possible, approved safety cans with flexible spouts must be used. Safety cans must be approved containers for flammable liquids by Underwriters Laboratory (UL) or Factory Mutual (FM). No plastic cans shall be allowed.

- All skid tanks containing flammable liquids shall be properly grounded.
- Storage tanks and/or approved safety cans shall be properly labeled identifying their contents, "Gasoline-Diesel", etc.
- Gasoline/Diesel dispensing tanks shall not be equipped with "automatic" nozzles. Rather, the nozzle should always have to be hand held when filling.
- Gasoline/Diesel dispensing tanks should have the following signs posted:
 - No smoking or open flames
 - Contents in tank "Gasoline or Diesel", etc.
 - Turn off engine while re-fueling
 - A fire extinguisher (20# dry chemical) shall be hung or placed no closer than 25ft and no further than 75ft from storage tanks.
 - Smoking and cell phone use is prohibited during re-fueling operations.
 - Avoid overfilling any fuel tank. In the event of a spill, wipe up and allow time for vapors to disperse before starting equipment engine.
 - Prior to fueling from skid tanks bond vehicle to storage container using available bonding clamp. Make sure hose nozzle makes contact with tank while filling. This will prevent static spark.
 - Metal safety cans are not to be refilled while being stored in the back of a pickup truck. Take the containers off of the truck, place containers on the ground, refill, and then replace the containers.

2. Operation of Motor Vehicles and Other Mobile Equipment

- Drivers shall not permit unauthorized persons to drive, operate or ride in or on a Company vehicle or equipment.
- Where seat belts are provided, they shall be used by all passengers.
- Drivers shall know and obey all state and local motor vehicle laws that apply to them.



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- Employees shall not let anyone ride on the running boards, fenders, or any part of a motorized vehicle except on the seat or inside the body walls. Passengers shall not stand in moving vehicles. Rather, they should sit where no part of their body protrudes beyond the extent of the vehicle top or sides.
- Employees shall not ride on loose material or equipment carried on trucks.
- Employees shall not ride on trailers (unless equipped with a secured seat).
- Employees shall not jump on or off the vehicles in motion.
- All employees shall stay clear of pressurized oil or air which is escaping from a ruptured line or fitting. No attempt shall be made by an employee to stop or slow a leak by using his hands, feet, or other part of his body. The pump, compressor or engine shall be stopped as soon as the leak is detected.

3. Inspection

- All brakes shall be tested by the driver at the start of each day. Drivers will be responsible to report any defects which may have developed during the day. If brakes are not working safely, they shall be adjusted or repaired by a qualified mechanic before the vehicle is put in operation.
- Lights and other signaling devices shall be inspected daily, if found defective, they shall be repaired before the vehicle is placed in operation. No motor vehicle shall be operated at night, unless properly equipped with head lights, tail lights, and other necessary safety devices as required by law.

4. Operation

- The operator of the motor vehicle shall clearly indicate his intentions of passing, stopping or turning.
- Driver shall be prepared to stop, and the right of way shall be yielded, in all instances where necessary to avoid an accident.
- Drivers following other vehicles shall stay at a safe distance behind (4 to 6 seconds) so they can stop in the clear distance ahead.
- Drivers shall keep a sharp lookout for children, especially in school zones or where they are playing and be prepared for an immediate stop.
- Trucks or trailers stopped on any public roadway shall be protected by red flags, proper warning lights or reflectors in accordance with legal requirements.
- Vehicles shall not be parked on bridges or culverts except where necessary for work. (If it is necessary to work in these places, the vehicle should be adequately protected by activating four way emergency flashers, using a flagman and incorporating such items as "Men Working" signs, traffic cones, etc.).
- Trucks shall not be operated with tailgates hanging or dangling.
- Before backing a vehicle, a driver shall definitely determine that the space he needs is clear, and he shall back slowly, keeping a constant lookout the entire time he is backing. When backing trucks and another employee is available, he shall be so stationed that he can warn the driver of approaching danger and assist him in maneuvering the vehicle. It is preferable to station a guide on the left hand side of the truck so that he may be seen by the driver when looking into his left hand mirror.
- When entering or leaving any building or enclosure, or to or from an alley where vision is obstructed, a complete stop shall be made, sound the horn and proceed with caution.



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- Trucks on which derricks or booms are erected above traveling heights shall not be moved except under the immediate direction of a designated employee; who shall give his undivided attention to the movement.
- All ignition systems shall be turned off and no smoking shall be permitted during refueling.
- Load limits of booms, derricks and other hoisting equipment shall not be exceeded.
- When proceeding down grade, the clutch shall not be disengaged. Trucks, especially heavily loaded ones shall be in low gear on steep grades. When stopped on inclines, drivers shall be sure that the brakes are properly applied, the vehicle is in gear, where possible, and the wheels are at an angle against the curb, where possible. This applies whether vehicle is facing up or down grade.

5. Loading and Hauling

- Materials and equipment shall be so loaded that they may not cause hazard by shifting. Heavy equipment and materials shall be securely fastened and checked periodically according to Federal, State and local requirements.
- Timbers, pipe, ladders, etc., shall be loaded parallel to the length of the truck and properly secured.
- Red flags during the day and red lights at night shall be attached to equipment or material that extends more than 4' from the back of the vehicle. Red flags or approved clearance lights shall be attached to materials extending 2' in front of the vehicle.
- Tools, materials or equipment shall not be permitted to extend beyond the permanent fixtures provided on the sides of the truck.

6. Leaving Equipment

- No vehicle or equipment shall be left running or unattended at any time.
- Overnight, or when work ceases: all outriggers, booms and buckets shall be lowered and keys removed from the ignition switches of Company owned or leased vehicles and equipment.

P. Confined Space

I. Purpose

To increase the understanding of the potential hazards of confined spaces and to provide skill-training for each person entering a confined space.

II. Definition

"Confined Space" means a space that is large enough and configured that an employee can bodily enter and perform assigned work. It has limited or restricted means for entry or exit such as electrical manholes, oil circuit breakers, transformers and excavations that may contain hazardous atmosphere or engulfment

III. Training

Each employee that may be required to supervise, enter or attend (hole watch) a confined space must be trained. Training must be completed prior to the initial assignment and again prior to a change in assigned



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duties, and in cases where a new hazard has been created or special deviations have occurred. This will be accomplished by a recognized training facility, for all new hires and annually thereafter. Employees will also receive a company confined space training program including new hazards or new procedures. All Field Service Technicians, Supervisors, and Subcontractors will receive training in the requirements for supervision, entrant, and attendant and be familiar with the use and limitations of the air monitoring equipment. Confined Space Entry training will be reviewed annually or after any regulated revision. Duties will be assigned to each employee by the Construction Manager, Lead Technician or Supervisor before any confined space entry is made. No attendant will be assigned to more than one confined space at a time and no outside company employees may be inside at the same time except for rescue purposes. Company training and attendance documentation will be maintained in the safety office.

Emergency rescue of entrants will be performed by qualified personnel. Requirement for emergencies and first aid situations will be made at the beginning of each job and documented on the job safety task analysis and the confined space entry permit.

Any violation of the requirements of the confined space procedure or permit will cause an immediate review of the confined space entry program. This review and any procedural changes, if needed, will be completed prior to any subsequent entries into any confined space.

IV. Duties and Responsibilities

A. Management

Provide the equipment and personnel necessary to maintain the program.

B. Energy Erectors/ Mastec Safety Committee

- Prepare and approve the "Confined Space Program".
- Review space entry permit violations and submit its findings and recommendations to management.
- Keep management informed of the activities of the "Confined Space Program".

C. Entry Supervisors

- Has the responsibility for issuing "Confined Space Entry Permits."
- If an Entry Supervisor has to leave the job site, while confined space work is still in progress, he must transfer his duties and responsibilities to another qualified Entry Supervisor
- The new Entry Supervisor shall sign the Confined Space Permit.
- Must know and be aware of the hazards associated with the confined space. (All hazards shall be mediated i.e. LOTO all electrical hazards, all hazardous gases must be disconnected from source. For example, Nitrogen and SF6 gases)
- Verify that all tests have been conducted, all procedures complied with, all required equipment is in place and the confined space is safe to enter before endorsing the entry permit. Discuss the permit process and review the completed permit with all affected employees including but not limited to equipment calibration, potential hazards and results of the monitoring, continuous ventilation, continuous air monitoring, emergency rescue and evacuation procedures, and the signing of the permit.
- Terminate or cancel an entry permit if and when conditions warrant such action.



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- Verify that communication means are available and operable between the entrant and attendant.
- Verify that rescue services are available and the means for summoning them are operable.
- Remove any unauthorized and untrained individuals.
- When work in the confined space is completed, terminated or cancelled the Entry Supervisor shall verify that all entrants have vacated the confined space before terminating or canceling the confined space entry permit.
- Verify that all Entrants and Attendants have been trained.
- Responsible for returning all "Confined Space Entry Permits" into the Safety Department after termination or cancellation of the permit.

D. Authorized Entrant

- Must know the hazards that may be encountered in the confined space.
- Be able to recognize signs or symptoms of exposure and understand the consequences of exposure to the hazard.
- Know how to properly use any needed or required equipment to detect, eliminate and/or minimize the hazard.
- Within high traffic areas there will be a spotter to notify any external hazards including but not limited to pedestrians and vehicles.
- Communicate with the attendant as necessary to enable the attendant to alert the entrant of the need to evacuate the permit space.
- Alert the attendant whenever a hazardous condition develops within the permit space.
- Understand and interpret the conditions of the confined space entry permit.
- Exit a permit space as quickly as possible whenever an order is given by the attendant.

E. Attendant

- Know the hazards that may be faced in the confined space including how exposure occurs and the signs, symptoms and consequences of exposure.
- Be aware of behavioral effects of hazard exposure in authorized entrants.
- Maintain a continuous count and identification of the entrants in the confined space.
- Remain outside the confined space until properly relieved.
- Communicate with authorized entrants as necessary to monitor entrant status.
- Assist with non-entry rescue. If non-entry rescue is not possible, summon help from emergency services as stated on the permit. DO NOT ENTER the confined space.
- Warn unauthorized personnel to stay clear of the permit space.
- Inform the Authorized Entrant and Entry Supervisor if unauthorized persons have entered the permit space.
- Perform no duties that might interfere with the Attendant's primary duty to monitor and protect Authorized Entrants.
- Understand and interpret the conditions of the confined space permit.
- Must hold current certifications in CPR and first aid.

V. Rescue and Emergency Services

- Should conditions arise such that an entrant cannot escape unaided from the permit space, onsite rescue personnel must be immediately summoned.



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- If there are no onsite rescue personnel, outside help must be obtained by calling 911 or the local or plant emergency number. At least one member of the rescue team must hold current certifications in both CPR and first aid. If offsite rescue personnel are to be used they must be contacted and given an opportunity to examine the entry site, practice rescue if desired, and be given the opportunity to decline their services or must take complete responsibility for all rescue procedures prior to issuance of the confined space permit.
- Individuals not authorized or trained in dealing with confined space rescues are to be prevented from attempting a rescue.
- The Attendant must not enter the confined space.
- Rescue personnel are to be informed of the permit space hazards.
- Rescue personnel are to be provided access to all permit spaces from which rescue may be needed.
- Rescue personnel may enter the permit space to remove the entrants OR they may remain outside the space and pull them out.
- Currently we do not work in confined spaces where (IDLH) conditions are present.

VI. Confined Space Entry Permit Procedure

- No employee shall enter any work space deemed to be classified as a "Confined Work Space" without obtaining a properly executed "Confined space Entry Permit" from a Company Supervisor.
- The Entry Supervisor must perform or personally witness the test for oxygen and combustible gases, in the confined work space, before approving and signing the "Confined Space Entry Permit." The air monitoring equipment will have a copy of the latest calibration test results with the equipment at all times.
- When forced ventilation is required inside all confined spaces. Forced air can be by fans or by certified breathing air. You shall demonstrate that continuous forced air ventilation alone is sufficient to maintain that permit space safe for entry.
- Air monitoring equipment must remain in any occupied confined space.
- The "Confined Space Entry Permit" shall be posted near the confined space entrance and clearly visible to all entrance and attendance personnel.
- A confined space Attendant shall not leave his assigned work space unless properly relieved by another qualified attendant assigned by the Entry Supervisor.

Q. Material Handling & Lifting

I. Manual Handling of Material

- Inspect the object that you are going to lift to determine its size and weight, and to see if there are nails or splinters or other items that might cause injury.
- When lifting, assume a proper position, close to and facing the load. Avoid cramped or twisted body positions. Bend the knees and lift gradually using your leg muscles. Keep feet on the same level and do not jerk or twist.
- An employee shall obtain assistance when handling bulky or heavy objects at 50 lbs. or more. Use power lifting equipment whenever available.



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- Pre-arranged lifting and lowering procedures will be decided prior to handling heavy objects that require two or more persons.
- When two or more persons are carrying one object, each employee, if possible, should face the direction in which the object is being carried.
- When changing direction of travel, do not twist the body, but turn the entire body, including the feet.
- Proper work gloves shall be worn when handling and lifting materials.
- Anytime a worker is on a truck trailer he/she shall be 100% tied off. Anchor points for fall protection shall meet the requirements of OSHA, MasTec / Energy Erectors Safety Policies.

II. Hoisting by Mechanical Means

- Cranes, winch trucks, digger trucks and other material handling mechanisms shall be operated only by trained and authorized personnel following load chart recommendations. Operators shall carry a qualification card for the equipment they are authorized to operate. Operator cards will only be issued after the training and performance evaluation requirements are met. Refresher training and/or performance evaluations shall be at least 3 years. (Crane operators with NCCCO certification must meet and maintain medical qualifications as required by certification program.)
- One employee shall give all hand signals to the operator of the crane, winch truck, etc. The operator shall only move as directed by the designated trained and qualified signal person. The operator, however, shall obey the stop signal given by anyone.
- No employee shall be under a suspended load, inside the angle of a winch line, nor shall he stand or work near a table, chain or rope under tension unless the nature of his work requires it.
- Winch lines, ropes, wires, etc., shall not be guided by hand when standing in reach of the drum or sheave.
- Wire rope loops shall be made by proper splicing or mechanical clamping of the tail section. (The "oil field splice" is preferred over the use of clamps.)

NOTE:

- The correct method of clamping wire rope loops is to have the "u" bolts of the clamp on the short end of the rope. This leaves the live ends not distorted. All of the clamps should face the same direction.
 - The use of a thimble is recommended whenever a wire rope loop is being secured around a sharp object or a small object which might tend to cut the strands of the rope.
- No employee shall ride on a cable, ball, chain, sling, or any other hoisting attachment or on the material being moved by means of a winch line or crane truck, etc.
 - When mobile hoists, crane trucks, winch trucks, booms or similar lifting devices are used near or in close proximity to energized lines or equipment, the following safety rules will apply. (For minimum approach distances refer to "Electrical Operations" Section).
 - Work will not start until the primary voltage conductors or other energized equipment is adequately covered.
 - The equipment which is lifting the steel, poles, etc., adjacent to this energized hazard shall be adequately grounded by means of a cable attaching the frame of the equipment to a ground such as a driven rod or the pole ground on a utility pole.



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- All employees shall be instructed not to touch the equipment at any time while the load, boom, or cables are in close proximity to electrical hazards. Employees who are already on top of or in mobile equipment which has come into contact with a high voltage source should stay where they are.
- Operators will never leave the cab of cranes, crane trucks, hoists or other lifting devices while the load is still suspended.
- Load charts shall be securely fixed in a location clearly visible to the operator of cranes, crane trucks, winch trucks, derrick trucks or similar lifting devices.
- Cranes, crane trucks, winch trucks, derrick trucks or similar lifting devices shall be inspected daily prior to use. Daily inspections sheets shall be turned in to the main office for follow up and filing. Additional periodic inspections shall be made at least annually or as recommended by the manufacturer. Inspection records of such equipment will be maintained in the main office.
- A 5 lbs. dry chemical or equivalent fire extinguisher shall be kept in the crane cab or vicinity of the crane.
- No employee shall ride on a cable, ball, chain, sling, or any other hoisting attachment or on the material being moved by means of a winch line or crane truck, etc.

III. Forklifts

Forklifts shall only be operated by trained and authorized personnel. Before permitting an employee to operate a forklift (except for training purposes), each operator must successfully complete the company training requirements.

- Trainees may operate a forklift only:
 - Under the direct supervision of their supervisor, a qualified designee or other qualified trainer.
 - Where such operation does not endanger the trainee or other employees.
 - Training must consist of classroom training (such as, video tape, lecture, written material, operator manual, Q&A), practical hands on training, and an evaluation of the operator's performance. Reevaluation must be performed within 3 years.
 - Training must be specific to the type of forklift to be operated and must cover the topics outline in the OSHA regulations.
 - Upon successful completion of the company's training and evaluation requirement the operator will be issued a card authorizing the holder to operate the specific forklift listed.
 - Retraining shall be performed when:
 - The operator has been observed to operate the vehicle in an unsafe manner.
 - The operator has been involved in an accident or near-miss incident.
 - The operator has received an evaluation that reveals that the operator is not operating the truck safely.
 - The operator is assigned to drive a different type of truck.
 - A condition in the workplace changes in a manner that could affect safe operation of the truck.
 - Forklifts shall be inspected before being placed in service, and shall not be placed in service if the inspection shows any condition adversely affecting the safety of the vehicle. Such inspections shall be documented at least daily (each shift).
 - Only stable or safely arranged loads shall be handled. Caution shall be exercised when handling off-center loads which cannot be centered.
 - Only loads within the rated capacity of the truck shall be handled.
 - While negotiating turns, speed shall be reduced to a safe level.



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- The driver shall be required to look in the direction of, and keep a clear view of the path of travel.
- When a forklift is left unattended, load engaging means shall be fully lowered, controls shall be neutralized, power shall be shut off, and brakes set. Wheels shall be blocked if the truck is parked on an incline.
- No person shall be allowed to stand or pass under the elevated portion of any forklift, whether loaded or empty.

IV. Rigging

Employees of the Company shall comply with the manufacturer's specifications applicable to the operation of any and all cherry pickers, cranes, motor cranes and other hoisting equipment. Attachments used with this equipment shall not exceed the capacity rating or scope recommended by the manufacturer. The manufacturer rated load capacities, and recommended operating speeds, special hazard warnings, or instruction, shall be conspicuously posted on all equipment. Instructions or warnings shall be visible to the operator while he is at his control station.

A. Competent Person

A competent person or persons shall be assigned the task of organizing and conducting all "large" or "heavy" lifts. It will be the superintendent's or the general superintendent's responsibility to find and assign such a person. On some especially large or heavy lifts or where clearances are close, it might be advisable to obtain an outside "expert" or consultant. Personnel involved in rigging shall be trained in the basics of rigging and be familiar with basic rigging techniques, hardware, slings and safety issues associated with rigging. When rigging equipment is not in use it shall be removed from the immediate work area.

- **Performing Inspections**

All required inspections shall be performed:

1. Before use
 2. Before equipment is returned to service following any repairs
 3. Before equipment is used after any incident which can be reasonably suspected to have caused damage
 4. At intervals not to exceed 3 months
- A thorough check list type of inspection should be made of all hoisting equipment prior to the "lift".
 - Defective Wire rope shall be taken out of service.
 - In running ropes, 6 randomly distributed broken wires in one lay or 3 broken wires in one strand in one lay
 - Wear of 1/3 the original, diameter of outside individual wires. Kinking, crushing, bird caging, or any other damage resulting in distortion of the rope structure
 - Evidence of any heat damage from any cause
 - Noticeable reductions in nominal diameter of rope
 - In standing ropes, more than 2 broken wires in one lay in sections beyond end connections or more than one broken wire at an end connection



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- Accessible areas within the swing radius of the rear of the rotating superstructure of the crane, either permanently or temporarily mounted, shall be barricaded in such a manner as to prevent an employee from being struck or crushed by the crane. Accessible areas within the radius of a load being lifted shall be barricaded in such a manner as to prevent personnel from entering the area during a lift.
- A person shall be designated to observe clearance of the equipment and give timely warning for all operations where it is difficult for the operator to maintain the desired clearance by visual means.
- At no time shall the boom, lines or load come closer than the required minimum safe approach distance of any transmission or distribution electric lines or poles except where these lines have been de-energized and visibly grounded at point of work or where insulating barriers, not part of or an attachment to the equipment, have been erected or installed to prevent physical contact with the lines. (See the Safe Work Clearance Section for more information)
- Any overhead wire shall be considered to be an energized line unless and until the person owning such line or the electrical utility authorities indicate that it is not an energized line and it has been visibly grounded.
- Any equipment operating near electrical sources or potential electrical sources shall have an electrical grounding cable attached and secured to an adequate ground.
- A crane's capacity is only as good as the footing and ground on which it is standing. Adequate footing shall be maintained at all times.

WARNING: At no time shall the equipment's lifting capacity, as set by the manufacturer, be exceeded.

- Tag lines shall be used and at no time shall any employee be allowed to be under a suspended load. Two or more tag lines may be required to control long or large loads. Use as many tag lines needed to maintain complete control of the load.
- All hooks attached to hoisting equipment shall be equipped with a safety latch, in good condition.
- When 2 or more cranes are used to lift a load, one (1) qualified person shall be in charge of and responsible for the entire operation.
- The person in charge of the "lift" shall ensure that the operator does not leave the controls while the load is suspended.
- If there is any doubt whatsoever concerning either the techniques or equipment being used in a large or heavy "lift", the operation should be stopped until an expert can be consulted or pertinent information can be procured from the "Rigging Handbook."
- After personal safety, the prime concern of the superintendent and supervisors shall be the safety of the load and hoisting equipment.
- At no time shall choker cables or slings be in direct contact with the steel of a vessel which could collapse, or be in contact with other items which could cut or damage the cable. Suitable wood padding of adequate thickness shall be used between the cable/choker and the steel of the item being lifted.
- There shall be an updated 5 lb. CO2 or dry chemical fire extinguisher kept in or within the vicinity of the crane during operations.
- Any location requiring medical qualifications of operator will be addressed upon area requirements.
- Personnel shall be in a position to receive a load, during steel erection, that will not put them under a suspended load or in the line of fire should the load swing out of control. A load shall not be lifted by a crane or boom until everyone is in a safe location.



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V. Critical Lift Criteria

Purpose

This procedure provides the minimum precautions to ensure safety of personnel and prevent equipment damage when performing major lifts that meet the Critical Lift criteria

Definitions

Critical Lift applies to any of the following:

- Any lift in which the combination of weight and lift radius will exceed 75% of manufacturer's load chart-rated capacity or any lift of major apparatus.
- Any lift of major apparatus
- Any lift over 10,000#'s
- A lift is being made over energized power lines.
- A lift being made over "live" or operating equipment including live pipe racks.
- Any lift, regardless of weight or crane capacity, when there is questionable footing (e.g. near excavations).
- Any two crane lifts where one or both cranes meet the above criteria.
- Any lift which would be 90% or more of the crane's chart should be avoided.

Procedure

- Obtain permission for a critical lift as follows:
- If lift exceeds 75% of the crane capacity, MasTec / Energy Erectors Safety approval is required.
- If lift is over live "hazardous" process equipment, MasTec / Energy Erectors Safety and Client approval is required.
- If lift is over live power lines, MasTec / Energy Erectors Safety and Client approval is required.
- Review Critical Lift Guidelines.
- Complete Critical Lift Checklist. Engineered lift plans may be required for some heavy lifts.
- MasTec / Energy Erectors Supervisor shall review the lift procedure and any special precautions with all personnel involved.
- Notify appropriate client personnel that the lift is starting.
- Complete the lift operation.

NOTE: These critical lift precautions should only be implemented by trained personnel using calibrated instruments where required.

R. Lock-Out Tag-Out (LOTO)

I. Purpose

This program establishes the minimum requirements for the lockout and tag out of energy isolating devices. It shall be used to ensure that the equipment is isolated from all potentially hazardous energy, locked out and tagged out before employees perform any servicing or maintenance activities where the unexpected



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energization, start-up or release of energy could cause injury or death. The Safety Director or his designee shall periodically or at least annually and document, conduct an audit of the lockout/tag out procedure to ensure that the requirements of this section are being followed.

II. Training

Each employee shall receive training in the Company lockout/tag out policies. Such training shall be conducted at the time of employment and annually thereafter, and shall be documented and signed. Training shall include the following:

- The purpose and use of the energy control procedure.
- Recognition of when and where to use lockout/tag out systems.
- Recognition of the limitations of tags; that they are actually warning devices and do not provide physical restraint.
- Recognition of hazardous energy sources.
- Recognition regarding the types and magnitudes of energy available.
- Methods and means necessary for energy isolation and control.
- Recognition of the fact that a tag is not to be removed without authorization, nor is it to ever be ignored or defeated in any way.
- Retraining shall be done when there is a change in job assignments and energy control procedures.

III. Preparation for Lockout and/or Tagout

Make a survey to locate and identify all isolating devices to be certain which switch(s), valve(s) or other energy isolating devices apply to the equipment to be locked and tagged out. More than one energy source (electrical, mechanical, hydraulic, pneumatic, chemical, and thermal or others) may be involved. LOTO will be performed with a minimum of two employees verifying that the system is de-energized prior to installing their locks and grounds. The following partial list of equipment may or may not be involved with each system.

- Line Switch
- Breaker Disconnect Switch
- Transformer High Side Disconnect Switch
- Breaker Bypass Switch
- Capacitor Ground Switch
- Vacuum Circuit Breaker
- Air Disconnect Switch
- Oil Disconnect Switch
- AC and DC Panel
- AC or DC Knife Switch
- Instrument and Service Transformers
- Control Circuits

IV. Sequence of Lockout or Tag out System Procedure:

- Notify all affected employees that a lockout and tag out system is going to be utilized. The authorized employee shall know the type and magnitude of the energy that the equipment utilizes and shall understand the hazards thereof.
- If the equipment is operating, shut it down by the normal disconnecting procedure.



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- Lockout and tag out the energy isolating devices with assigned individual lock(s) and tag(s).
- After ensuring that no personnel are exposed, and as a check on having disconnected the energy sources, operate the push button or other normal operating controls to make certain the equipment will not operate.
- CAUTION: Return operating control(s) to "neutral" or "off" position after the test.

V. Restoring Machines or Equipment to Normal Production Operations

- After the servicing and/or maintenance are complete and equipment is ready for normal production operations, check the area around the machine or equipment to ensure that no one is exposed.
- The authorized person shall verify that all tools and ground leads have been removed from the equipment and that all employees are in the clear. The authorized person can then remove all lockout and tag out devices.

VI. Procedure Involving More Than One Person

In the preceding steps, if more than one supervisory person is required to lockout or tag out equipment, each shall place his/her own personal lockout device or tag out device on the energy isolating device(s). When an energy-isolating device cannot accept multiple locks or tags, a multiple lockout or tag out device (hasp) may be used.

VII. Basic Rules for Using Lockout or Tag out System Procedure

All equipment shall be locked out or tagged out to protect against accidental or inadvertent operation when such operation could cause injury to personnel. Do not attempt to operate any switch, valve, or other energy-isolating device where it is locked or tagged out.

VIII. Lockout and Tag out Policy

A. This policy conforms to OSHA Regulation 1910.147, The Control of Hazardous Energy. (Lockout/Tag out) The following items are the procedures under which the Company personnel will operate regarding Lockout/Tag out.

- The authorized person as referred to in the Lockout and Tag out Procedure is defined as one of the following:
 - a. MasTec / Energy Erectors Construction Manager
 - b. MasTec / Energy Erectors Line Foreman
 - c. MasTec / Energy Erectors Project Manager
 - d. MasTec / Energy Erectors Field Service Supervisor
 - e. MasTec / Energy Erectors Lead Field Service Technician
 - f. MasTec / Energy Erectors Job Foreman

When more than one department is involved, the overall Lockout and Tag out responsibility will be assigned to the authorized person that can effectively coordinate the work and ensure continuity of protection.

B. Procedure

- A Company "Lockout & Tag out" form must be completed and approved by the authorized person and the responsible customer prior to de-energizing and isolating the equipment or the performance of any work. The procedure form shall list the equipment that is to be



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isolated. The form shall also list in detail each step necessary to de-energize and isolate the equipment from all energy sources. The same form shall also list all of the necessary steps to safely re-energize the equipment.

- After the Lockout & Tag out form has been approved and signed, the equipment is to be isolated according to the procedure outlined on the form. This form shall list in sequence the switches, breakers, valves, etc. to be tagged and locked open in order to safely isolate the equipment from all energy sources.
- The authorized employee shall install all locks and tags. The locks, when installed, will hold the energy isolating devices in the off or safe position. The use of tags only on electrical equipment is not recommended.
- Tags will be issued at the office. Tags must be secured with nylon tie-wraps. No string or wire ties will be allowed. The authorized person will include all information, such as equipment number, equipment description, date, signature, and work performed, on his tags.
- If the equipment being secured is incapable of receiving a lock for lockout purposes, then Other means of securing the equipment must be employed (i.e. disconnecting cables, Physical removal, pull fuses, etc.).
- Before the work begins on the equipment that has been locked or tagged out the authorized employee is responsible for verifying that the equipment is safely isolated from all energy sources and that all stored energy has been relieved, disconnected, or grounded. Verification of isolation shall be continued until the servicing or maintenance is completed.
- Safety locks used to secure equipment shall be fitted with only two (2) keys. No locks or set of locks may have more than two keys. One of the two keys for each lock will be secured in the home office, the other key along with the lock will be assigned to the authorized person for lockout purposes.
- One or more tags and locks may be required to safely isolate equipment. Each energy source (electrical, mechanical, or otherwise) that could affect the equipment being isolated must be secured by a tag and lock at the switch, valve or other isolating device nearest the equipment being isolated.
- When work is completed and the equipment is ready to be placed back in service, the authorized person who installed the locks and tags shall verify that the equipment is ready to be energized and that all personnel, tools, excess materials, ground leads, and etc. are free and clear before removing his/her locks and tags. Everyone shall be made aware that the equipment is to be energized. The equipment can then be energized.
- No person shall remove another person's locks and tags. Should the person who installed the locks and tags leave the job, he may, before leaving, turnover his lock and tag responsibility to another person provided that second person installs his own locks and tags. If the person who has installed the locks and tags is not available when the equipment is ready to be re-energized, NO person other than Company Management may remove the locks and/or tags. The Management shall, after making a thorough investigation to verify that the work is complete and the equipment is ready to be re-energized, assume the responsibility for removing the locks and tags. The circumstances for removing another person's lock and tag must be well documented.
- After the locks and tags have been removed, follow the switching sequence listed on the Company "Lockout & Tag out" form to safely re-energize the equipment.
- Distribution of the Lockout/Tag out form must be distributed as indicated on the form. (See Lockout & Tag out Procedure Form)

S. Ladders & Scaffolds

I. Ladder General



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- A. An employee shall not use a ladder (any ladder) that has broken, loose or cracked rungs, side rails, or braces.
- B. When ascending or descending a ladder, an employee shall have hands free, grip the sides or rungs with both hands, and face the ladder.
- C. Under no circumstances shall an employee ascend or descend a ladder using only one hand. This is extremely dangerous. A secured hand line will be used to raise and lower equipment and tools.
- D. Boxes, crates, chairs, or equipment should never be used as a substitute for ladders.
- E. Only one employee shall work from a ladder at a time.
- F. Ladders shall be inspected before each use and replaced when found to be defective.
- G. Metal or wooden ladders shall not be used.
- H. Only approved pre-inspected ladders shall be used by employees.
- I. No ladders will be painted.
- J. All required inspections shall be performed:
 - Intervals: Not to exceed 3 months.
- K. All ladder rungs will be uniformly spaced to meet OSHA and ANSI specifications.
- L. Anytime a worker is on a ladder 6' or more off the ground, he/she shall be 100% fall protected. Anchor points for fall protection shall meet the requirements of OSHA, MasTec / Energy Erectors Safety Policies.

II. Straight Ladders

- A. All ladders shall be in good condition and equipped with approved safety shoes.
- B. The horizontal distance from the foot of the ladder to the support it rests against should equal 1/4 the length of the ladder.
- C. An employee shall not work or stand on the top two rungs of the ladder.
- D. All straight ladders shall have a short length of rope for tying off the top of the ladder. Ladders shall extend 3' above landing.
- E. A ladder shall never be placed against an unsafe support.
- F. Ladder feet shall always be placed on a substantial base.
- G. An employee must hold the base of the ladder stationary whenever the climber is ascending or descending if the ladder is not secured at the top. The ladder should not be used as a scaffold platform.

III. Step Ladders

- A. Employees shall not work on the top two steps of a ladder. (This rule does not apply to safety platform ladders)
- B. Step ladder legs shall be fully spread.
- C. Step ladders shall not be used as straight ladders.

IV. Job-Made Ladders

- A. The use and manufacturing of ladders on a job site is strictly prohibited.

Scaffolds

I. General

- A. Scaffolds shall be erected, moved, dismantled or altered only under the supervision and direction of a competent person qualified in scaffold erection, moving, dismantling, or alteration.



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- B. Scaffolds and scaffold components shall be inspected for visible defects by a competent person before each work shift, and after any occurrence that could affect a scaffold's structural integrity.
- C. Work on or from scaffolds is prohibited during storms or high winds unless a competent person has determined that it is safe for employees to be on the scaffold and those employees are protected by a personal fall arrest system.
- D. Make shift devices such as but not limited to boxes and barrels shall not be used on top of scaffold platforms to increase the working level height of employees.
- E. Proper fall protection will be worn by personnel when working on or from scaffolds.
- F. Scaffolds shall not be moved horizontally while employees are on them.
- G. The footing or anchorage for scaffolds shall be sound, rigid, and capable of carrying the maximum intended load without settling or displacement.
- H. Unstable objects such as barrels, boxes, loose brick, or concrete blocks shall not be used to support scaffolds or planks.
- I. Guardrails and toe boards shall be installed on all open sides and ends of platforms more than 10' above the ground. Guardrails should all be 2 x 4 inches or the equivalent. The guardrails installed shall be no less than 36" or not more than 45" high, with a mid-rail, when required, of 1 x 4-inch lumber or equivalent. Supports should be at intervals not to exceed 10'. Toe boards shall be a minimum of 3-1/2" in height.
- J. Training will be provided on Scaffolds and their components shall be capable of supporting without failure at least four times the maximum intended load. Training will also include hazards such as fall, electrical, falling objects. Fall protection use and load capacity.
- K. Scaffolds shall not be loaded in excess of the working load for which they have been intended.
- L. Nails or bolts used in the construction of scaffolds shall be of adequate size and in sufficient number at each connection to develop the design strength of the scaffold. Nails shall not be subjected to a straight pull and shall be driven full length.
- M. All planking or platforms shall be overlapped (minimum 12") or secured from movement.
- N. An access ladder or equivalent safe access shall be provided.
- O. Scaffold planks shall extend over their end supports not less than 6" or more than 18".
- P. The poles, legs, or uprights of scaffolds shall be plumb, and securely and rigidly braced to prevent swaying and displacement.
- Q. Materials being hoisted onto a scaffold shall have a tag line.
- R. Each employee required to work on or from scaffolding must be trained, by a qualified person, in the recognition and avoidance of unsafe conditions and the regulations applicable to their work environment. Retraining shall be performed when and if new hazards are introduced or when the need is indicated by employees' performance.
- S. When scaffolding is inspected, by a competent person, a tag shall be hung. The date of the inspection and the initials of competent person shall be documented on the tag at the beginning of each shift.
 - A green tag indicates the scaffold is "OK" to use and meets OSHA standards.
 - A red tag indicates "danger" and that the scaffold shall not be used.
 - A yellow tag indicates the scaffold is "incomplete" and does not meet OSHA standards. Personal fall protection (harness and lanyard) is required.
 - Scaffolds with missing tags or tags with no inspection by a competent person for each shift shall not be used.

NOTE: The client's scaffold tagging system may be required in some cases. Employees must be familiar with the tagging system being used.

T. Inclement Weather

I. General



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The normal hurricane season in the United States is from June 1st to November 1st, with the peak period of activity ranging from August through October. Conditions for tornadoes in the United States can occur at any time, but they are most common in spring and least common in winter.

MasTec / Energy Erectors has the responsibility to eliminate the chance of injuries to personnel and to minimize damage to property in the event of the occurrence of a hurricane/ tornado or severe weather system.

Each job site should evaluate their individual circumstances and take whatever additional steps are necessary. It is the company's intention to both minimize the possibility of property damage and maximize the safety of their employees during a hurricane/ tornado or other inclement weather emergencies.

Hurricane/ tornado emergency planning is structured to coincide with the U. S. Weather Service warning system and client communications. The states are as follows:

- Tornado Watch
 - Tornadoes are likely to occur in the watch area. Be ready to act quickly and take shelter, and check supply kits. Monitor radio and television stations for more information.
- Tornado Warning
 - Imminent threat - A tornado has been sighted in the area or has been indicated by radar. Take shelter immediately.

II. Tornado Preparedness and Response

Preparedness involves a continuous process of planning, equipping, training and exercising. Planning for tornadoes requires identifying a place to take shelter, being familiar with and monitoring your community's warning system, and establishing procedures to account for individuals in the building. Employers may need to obtain additional equipment and/or resources (e.g. Emergency Supply Kits) identified in the plan. In addition, workers need to be trained and plans need to be practiced to ensure that personnel are familiar with what to do in the event of a tornado.

- Planning
 - Identifying Shelter Locations
 - An underground area, such as a basement or storm cellar, provides the best protection from a tornado. If an underground shelter is unavailable, consider the following:
 - Seek a small interior room or hallway on the lowest floor possible
 - Stay away from doors, windows, and outside walls
 - Stay in the center of the room, and avoid corners because they attract debris
 - Rooms constructed with reinforced concrete, brick or block with no windows and a heavy concrete floor or roof system overhead
 - Avoid auditoriums, cafeterias and gymnasiums that have flat, wide-span roofs.

Personnel should also be aware of what to do if caught outdoors when a tornado is threatening. Seek shelter in a basement or a sturdy building. If one is not within walking distance, try to drive in a vehicle, using a seat belt, to the nearest shelter. If flying debris is encountered while in a vehicle, there are two options: 1) staying in the vehicle with the seat belt on, keeping your head below the windows and covering it with your hands or a blanket, 2) if there is an area which is noticeable lower than the roadway, lie in that area and cover your head with your hands.



Energy Erectors City of Lake Worth Canal Transmission Substation Site Safety Plan



- Accountability procedures
 - Daily Rosters shall be maintained to know who is on site in the event of an emergency.
 - The Emergency Action Plan must be in place and adhered to.
- Equipping
 - Place emergency supply kits and in shelter locations
 - A basic emergency supply kit should include the following:
 - Water
 - Food (non-perishable)
 - Battery powered or hand crank radio and NOAA Weather Radio and extra batteries
 - Flashlight
 - First aid kit
 - Whistle
 - Dust mask
 - Moist towelettes, garbage bags and plastic ties for personal sanitation.
- Training and Exercises
 - Ensure that all employees know what to do in case of an emergency
 - Practice shelter –in-place plans on a regular basis
 - Update plans and procedures based on lessons learned from exercises.

In the event tornado procedures are required to be put into action, the MasTec / Energy Erectors project manager and/or designee shall coordinate the activities. It will be the project manager's and/or designee's responsibility to notify the main office of proposed action, anticipated costs, and degree of risk. The project manager and/or designee will also coordinate activities to conform to any special client requirements.

U. Hazard Communication

I. Introduction

- An HCP will be maintained for hazardous substances used on all jobsites for the health and safety of our employees. Safety Data Sheet (SDS) book is located and maintained at each job site. Such information shall be maintained and readily accessible in each work area and shall always be readily available, upon request, to employees, their designated representative.
- Our HCP organizes, for the employee, information regarding hazardous substances that may be encountered on the jobsite. The information includes Safety Data Sheets (SDS). The HCP program provides for labeling each container of hazardous substances. The label must contain certain information. Labels shall be legible and in English.
- The HCP provides for methods of informing and training our employees on hazardous substances they may encounter on the jobsite. Due to the hazardous nature of our business, employees must be proficient in both speaking and writing the English language.
- Each Contractor and Subcontractor is required under OSHA 1910.1200 to have its own HCP program. The Corporate Office will maintain a master file of the SDS for each hazardous substance which may be encountered on all Energy Erectors projects. The SDS must be readily accessible to our employees.



Energy Erectors City of Lake Worth Canal Transmission Substation Site Safety Plan



- SDS for hazardous substances that may be purchased for the projects should be procured by Energy Erectors. If the SDS is delivered with the substance, the foreman will forward the SDS to the corporate office.
- All SDS must be given to the corporate office for entry into the master HCP. All SDS will be organized in the HCP binder by trade name of the chemical substance or by the chemical name, if there is no trade name. Each employee shall be responsible for notifying the foreman if a substance is labeled hazardous and if the SDS is not provided with a delivery. If the foreman discovers that the SDS was not received prior to the delivery, then they shall immediately request the SDS from the supplier.
- The corporate office shall be responsible for updating the SDS in the HCP binder as the same are updated by the supplier. Under separate cover is a current list of chemicals for which SDS sheets are on file.

II. What information should the SDS contain?

- The identity used on the label, and:
 - The chemical name and common name, if a single substance, or
 - The chemical and common name(s) of the ingredients, if a mixture, or
 - The chemical and common name(s) of the ingredients if a mixture has not been tested as a whole, to the extent required by OSHA
- Physical and chemical characteristics.
- Physical hazards of the substance(s).
- Health hazards and medical conditions which are generally recognized as being aggravated by exposure to the substance.
- The primary route (s) of entry.
- The exposure limit that may be recommended by the manufacturer.
- If the substance is a carcinogen.
- Precautions for safe handling and use.
- Control measures.
- Emergency and first-aid procedures.
- The most current date of issue.
- The name, address and telephone number of the manufacturer, who can provide additional information on the substance and appropriate emergency procedures.

III. What should be labeled?

- Each container of hazardous substances entering the workplace must be labeled, tagged or marked with the following information:
 - Identity of the hazardous chemical.
 - Appropriate hazard warnings, and name and address of the supplier.
 - Example of an acceptable label.
 - Acceptable alternatives to the labeling procedure:
 - For solid metal (such as structural steel, miscellaneous iron, ornamental metal, hollow metal, etc.), the label may be given to us only with the initial shipment or with the SDS. If the label is revised thereafter, then we should receive a new label (Note: This does not include any hazardous substances used in conjunction with the solid material, such as cutting fluids, lubricants, touch-up paint or other preparatory substances.)



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- Portable containers, into which hazardous substances from labeled containers are transferred, need not be labeled or transferred intends to use the chemical immediately.
- A sign may be acceptable for stationary containers (concrete pumps, motor mixers, etc.).
****Never remove a label**

IV. Employee Information and Training:

A. Employee Information

- Each new employee, prior to performing any work task, will be informed / trained on Energy Erectors HCP program.
- That an HCP program is in effect for all work.
- Information about the HCP, including the location of the HCP binder, the organization of the SDS within the HCP, the availability of the SDS for their use, and what information they contain; the manner in which hazardous substances are labeled, and the list of hazardous substances that may be encountered at the jobsite.
- Any operations in their work area where hazardous substances are present.
- We rely on visual appearance or odors reported by those on the project to detect a presence or release of a substance. Inform the employee to immediately report the same to his appropriate supervisor.
- Inform the employee regarding physical and health hazards of chemicals in the work area and protection measures to be utilized to prevent exposure, appropriate work practices, and emergency procedures and proper PPE (Personal Protective Equipment) to be used.
- Explain to the employee the details of the hazard communication program, including the labeling system and the SDS sheets.
- Various substances that may be encountered may cause physical and health hazards. Inform the employee to consult the SDS or their foreman if he feels it is necessary.
- Each Contractor and Subcontractor has its own list of hazardous substances and SDS maintained as part of its HCP.

B. Training of Employees:

- The Project Manager will inform the employees of any new substances that are being introduced to the project.
- The project supervisor will inform and document the employee training at the job site. Note: Training documentation to be returned to the corporate office.
- Further details of the hazards of certain substances.
- New methods that might be employed to detect releases.

C. Appropriate work practices for certain substances:

- The significance of the labels.
- Emergency procedures (if necessary).
- Personal Protection Equipment to be used.
- Employees will be trained Prior to new hazard of non- routine task.
- The hazards associated with chemicals contained in unlabeled pipes.

Note: The project Manager will remind employees how our HCP is executed (i.e., where the binder is located, the information contained on a SDS, who to ask if there are any questions).



Energy Erectors City of Lake Worth Canal Transmission Substation Site Safety Plan



D. Who is required to have an HCP?

- All contractors
- All subcontractors

E. How do we coordinate our HCP program?

- The other employers should be notified that our HCP is located in our Corporate Office and contains the list of hazardous substances, SDS, and information on our labeling system. We should also request the same information from all other employers.

V. SDS (Safety Data Sheets)

The SDS is obtained from the hazardous substance manufacturer or supplier. You should become familiar with information on this sheet to avoid injury to yourself and fellow employees. Following is a description of the SDS's principle sections. Not all sections are relevant to your safety, but brief descriptions will be provided.

Section 1 Identification of Product

This identifies the chemical name, trade name or synonym, manufacture's name, chemical formula, and emergency phone number for more detailed information concerning the product.

Section 2 Hazardous Ingredients

Hazardous ingredients are those substances which have been defined as hazardous due either flammability characteristics or to their potential to have adverse health effects on the worker. The percentage of each hazardous ingredient in the product is provided, as well as the Threshold Limit Value.

Section 3 Composition/Information

This includes information on chemical ingredients, trade secrets.

Section 4 First aid measures

Includes important symptoms/effects, acute ,delayed; required treatment

Section 5 Fire and Explosion Hazard Data

In this section, data is provided which describes the ability of the substance to burn or explode. The method for extinguishing a fire involving the substance is also provided. Pertinent data in this section is:

- Flash Point-This is the lowest temperature at which the liquid gives off sufficient vapor to form an ignitable mixture with air and produce a flame when an ignition source is brought near the surface of the liquid.
- Extinguishing Media-The type of fire extinguishing material to be used when a particular substance is burning.
- Special Fire Fighting Procedures-These procedures describe the firefighting equipment needed if the substance is involved in a fire. Some substances can give off toxic gases when burning; therefore, a



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- special piece of personal protection equipment would be worn by persons fighting the fire. Talk to your supervisor regarding your actions in the event of a fire involving a hazardous substance.
- Unusual Fire and Explosion Hazards-This section provides information on substance incompatibility or its ability to react with other substances to create a flammable atmosphere.

Section 6 Accidental release measures

Lists emergency procedures, protective equipment; proper methods of containment and cleanup

Section 7 Handling and Storage

Lists precautions for safe handling and storage, including incompatibilities.

Section 8 Exposure controls/personal protection

This section list's OSHA's permissible Exposure limits (PELs); Threshold Limit Values (TLVs); appropriate engineering controls; personal protective equipment(PPE)

Section 9 Physical and chemical properties

This section list chemicals characteristics

Section 10 Stability and reactivity

Lists chemical stability and possibility of hazardous reactions.

Section 11 Toxicological information

Includes routes of exposure; related symptoms, acute and chronic effects; numerical measures of toxicity.

Section 12 Ecological information

(Non Mandatory) includes ecotoxicity (aquatic and terrestrial, where available); persistence and degradability; mobility in soil and other ecological information.

Section 13 Disposal considerations

(Non Mandatory) description of waste residues and information on their safe handling and methods of disposal, including the disposal of any contaminated packaging.

Section 14 Transport information

(Non Mandatory) This section includes UN number transport hazard class(es); enviromental hazards(e.g., marine pollutant (Yes/ NO) and other transport information

Section 15 Regulatory information

(Non mandatory) safety, health and environmental regulations specific for the product in question.



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Section 16 Other information

Includes the date of preparation or last revision.

V. Job Site Smoking

Will be allowed in (Designated Areas Only)

W. Subcontractor Awareness

I. Introduction:

MasTec / Energy Erectors accepts the responsibility to provide a safe and healthful workplace and believes that Safety must always be first in preventing work related injuries, occupational illnesses, and property damage.

MasTec / Energy Erectors will provide the following to all sub-contractor employees:

- Overview of project to be constructed.
- Electrical Safety Awareness (working in proximity to high voltage power lines).
- OSHA 10 / or 30 hour training.
- How to compose a daily documented tailboard safety meeting.
- Preparing a documented Task Hazard Analysis.
- Conducting a documented employee skill assessment.
- Preparing an emergency medical plan.
- First-aid / CPR training.
- Material Safety Data Sheets (MSDS).
- Conducting an incident / accident investigation.

II. Sub-Contractor Expectations:

Comply with all safety rules and regulations. The Occupational Safety and Health Act (OSHA) is the minimum standard for safety and must be fully complied with at all times. Federal, State and local laws govern work activities, as well as industry codes and specific contract conditions. Every sub-contractor employee must become familiar with and adhere to all these safe work practices. The sub-contractor will designate a representative for safety matters reviewing the sub-contractors safety activities throughout the contract.

The Sub-Contractor will provide the following:

- Employee orientation concerning site specific safety procedures.
- Daily or more frequent if needed documented daily tailboard meeting.
- Attend the weekly general safety meeting held by the contractor.
- Inform the contractor immediately of all incidents / accident.
- Complete and provide the contractor a documented accident report within 48 hrs. after the incident.



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- Provide all necessary safety related tools and equipment for their work crews.
- Maintain a neat, clean, and orderly worksite.
- Any employees who are required to have certification for specialized equipment operation shall present the proper documentation to the contractor prior to performing work on the project.
- Provide and require employees to use appropriate personal protective equipment (PPE) for the work being performed.
- All employees shall observe the posted speed limits on the project site.
- Maintain a Hazard Communication Program, which includes employee training.
- All employees shall observe all posted signs including "No Smoking", No Open Flames".
- Employees will be furnished adequate potable water, and sanitation facilities.
- A competent person shall be at all excavation worksites who is capable of identifying existing and predictable hazards and authorized to take prompt corrective action.
- Maintain an effective confined space entry procedure which complies with OSHA standards.
- Develop and provided to the contractor a documented "Task Hazard Analysis".
- Develop and train employees in "Emergency Fire Plan".
- Maintain the required working distance from overhead energized electrical power lines for material, equipment and personnel.
- Document and provide the contractor with all training provide to employees on this project.
- TRIR, EMR, DART and Fatality will be reviewed

X. Site Spill Plan

It is Mastec/Energy Erectors intent to set forth environmental rules which must be adhered to by all MasTec/Energy Erectors employees, subcontractors, and vendors. These rules are designed in a manner to protect the environment and the health and safety of employees, contract workers, neighbors, customers, and others.

PETROLEUM AND WASTE SPILLS

- A. MasTec / Energy Erectors employees will not intently perform any work that will result in the discharge of hydrocarbons or waste of any kind to the ground soil, storm water collection system, or the environment.
- B. In the event of a spill to the ground, water, or environment which was not anticipated or identified in the project scope of work, MasTec / Energy Erectors will immediately stop all work and take immediate action to minimize any adverse effect to human health or the environment that is within MasTec / Energy Erectors capability and control.
- C. MasTec / Energy Erectors will immediately notify the Entergy Cameron contract coordinator or the company shift supervisor on duty if a spill of any kind does occur.

STORAGE OF CONTAINERIZED LIQUIDS

- A. MasTec / Energy Erectors will not store hazardous substance liquids in areas draining to uncontaminated storm water sewer collection systems unless a secondary containment is provided for at 110% capacity of the contents in the largest single container managed in the containment area.



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- B. MasTec / Energy Erectors will monitor and inspect all secondary containment to ensure that they are maintained in proper condition and that rainwater is promptly removed. The removal of rainwater from secondary containment areas will be coordinated with Mid-American contract coordinator.
- C. Warning labels shall be placed in such a manner to properly identify tank contents and comply with the hazardous warning label requirements of 29CFR 1910.1200.

EQUIPMENT MAINTENANCE AND SERVICING

- A. All equipment to be brought onto Entergy property will be cleaned and inspected by MasTec/Energy Erectors for leaks and shall be repaired prior to being brought onsite. Inspections will be performed daily for leaks, frayed hoses, and potential leaks.
- B. Maintenance and servicing of equipment will be done in an area away from marshland outfalls at a Entergy designated off-site area with the prior approval from the Entergy contract coordinator. Personnel performing this work will be aware that no spillage can occur and have absorbent pads and drip pans, as necessary to prevent spillage.
- C. Storage of mobile equipment will be per the Entergy contract coordinator's directions.
- D. Absorbent booms and pads will be located at the jobsite. Small drip pans will be provided for all equipment with the potential for leakage.



TROY JANOKSE

Project Manager

36 Years of Service

PROFILE

With thirty-six (36) years with EEI, Mr. Janoske's current duties include the continued experience/training and learned skill in the electrical profession regarding substations & power plants within the utility divisions. This position requires a thorough knowledge of technical specifications, and an ability to read & understand project blueprints. Responsible for on-site personnel, field book & knowledge of OSHA safety & health standards necessary for project accountability. Experience with site costs, manpower, ordering tools, equipment, material & quality control inspection. A fundamental skill to this position is the ability to communicate effectively whether on a technical or non-technical matter. In addition to above duties Mr. Janoske has experience all phases of 500kV Subs. construction & is licensed to operate heavy equipment

CONTACT

CORPORATE OFFICE:
31588 Progress Road
Leesburg, Florida 34748
Tel: 352-435-7513
Fax: 352-787-6407
Cell: 352-267-3491

WEBSITE:

www.energyerectors.net

EMAIL:

tjanokse@energyerectors.net

WORK EXPERIENCE

Falcon Substation, Vero Beach, FL – June 2022 – Current - \$5M
Owner – FPL Voltage: 230kV

OUK Split Oak, Orlando, FL – Jan. 2022 – Current - \$4.7M
Owner – Orlando Utilities Voltage: 69kV

Siemens – FPL Alton GIS - Nov. 2021 – Current - \$2M
Owner – FPL Voltage: 69kV

Hennis Substation, Port St. Lucie – Oct. 2021 – Jan. 2022 - \$2.5M
Owner: FPL Voltage: 230kV

Mustang Distribution, Alva, FL – Feb. 2021 – Nov. 2021 - \$2M
Owner: FPL Voltage: 230kV

Dueffe Solar Subs., Parrish, FL – March 2021 – Current – \$1M
Owner: EPC Voltage: 69kV

Kestrel Substation, Okeechobee, FL – Oct. 2020 – Current - \$5M
Owner: FPL Voltage: 230kV

Hayward Substation, Fellsmere, FL – Oct. 2020 – March 2021 - \$3M
Owner: FPL Voltage: 230kV

Karson Substation, Arcadia, FL – Aug. 2020 – Feb. 2021 - \$2M
Owner: FPL Voltage: 230kV

Plum Substation, Lake Butler, FL – May 2020 – Dec. 2020 - \$2M
Owner: FPL Voltage: 230kV

Dueffe Substation, Parrish, FL – July 2019 – April 2020 - \$3M
Owner: FPL Voltage: 230kV

Parrott Substation, Vero Beach, FL – July 2019 – May 2020 - \$5M
Owner: FPL Voltage: 230kV

RCID Substation, Orlando, FL – Aug. 2018 – April 2019 - \$3M
Owner: Reedy Creek Voltage: 69kV

Ft. Drum Subs., Okeechobee, FL – June 2017 – June 2018 – 12M
Owner: FPL Voltage: 500kV


EDUCATION & CERTIFICATIONS

First Aid and Adult CPR, OSHA 30, NCCO Crane Operator, Fall Safety, Rigging/Signal person, Lift Truck Operator, course completed for installation of low voltage products, Raysulate and 15kv terminations and splices.

REFERENCES/ADDITIONAL INFORMATION AVAILABLE UPON REQUEST



ENERGY ERECTORS INC.

a MasTec Company 

MIKE GNEITING

Foreman

PROFILE

Mike Gneiting has over twenty (20) years' experience in the electrical industry and in the two years employed with EEI, Mike has proven determination to increase his skills & knowledge within the electrical field. Within the utility division/ he has developed experience necessary for substation construction from ground to completion. His current position requires a daily awareness of materials, manpower, cost & quality contract on site to maintain project accountability. His ability to communicate work requirements to crew members; and to work alongside in a successful & effective manner with owner's representatives, have made him a valuable resource for Energy Erectors, Inc.

CONTACT

CORPORATE OFFICE
31588 Progress rd.
Leesburg, Florida 34748
Tel: 352-787-3878
Fax: 352-787-6407
Cell: 352-396-6007

WEBSITE:

www.energyerectors.net

EMAIL:

mgneiting@energyerectors.net

WORK EXPERIENCE

ENERGY ERECTORS, INC.

Siemens – FPL Alton GIS - Nov. 2021 – Current - \$2M

Owner – FPL

Voltage: 69kV

Mustang Substation, Alva, FL – Feb. 2021 – Nov. 2021 - \$2M

Owner: FPL

Voltage: 230kV

Karson Substation, Arcadia, FL – Aug. 2020 – Feb. 2021 - \$2M

Owner: FPL

Voltage: 230kV

Plum Substation, Lake Butler, FL – May 2020 – Dec. 2020 - \$2M

Owner: FPL

Voltage: 230kV

McPHEE ELECTRIC

Garvins Substation, Bellow Falls, NH – Oct. 2016 – Dec. 2019 - \$1M

Owner: Eversource Energy

Voltage: 115kV

Everett Substation, Everett, MA – Sept. 2016 – Dec. 2019 - \$1.5M

Owner: National Grid

Voltage: 115kV

Harriman Switchyard, Whittingham, VT – March 2016 – Dec. 2019 - \$4M

Owner: National Grid

Voltage: 115kV

EDUCATION & CERTIFICATIONS

Hartford State Technical College


Electrical Apprentice Program

CT Licensed Electrician, E-1; NFPA 70E Electrical Safety Training First Aid & Basic Life Support, OSHA 30, Fall Safety

REFERENCES/ADDITIONAL INFORMATION AVAILABLE UPON REQUEST



ENERGY ERECTORS INC.

a MasTec Company 

PROFILE

In the twenty-five (25) years with the company, Mr. Forbes has proven determination to increase his basic skills/knowledge within the electrical field. He has an established/current project history which indicate an acute sense of accountability for his actions & those of his crew. Within the utility division/electrical field he has developed experience necessary for substation construction from ground to completion (all phases); and to date, all low voltage with no project over 500kV. His current position requires a daily awareness of materials, manpower, cost & quality control, etc. to maintain project accountability. His ability to communicate work requirements to the crew members & work in a successful & effective manner with owner's representatives, have made him a valuable resource for Energy Erectors, Inc.

CONTACT

CORPORATE OFFICE
31588 Progress Rd.
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Tel: 352-787-3787
Fax: 352-787-6407
Cell: 352-279-4125

WEBSITE:

www.energyerectors.net

ROBERT FORBES

Foreman

26 Years of Service

WORK EXPERIENCE

Falcon Subs., Vero Beach, FL April – Current - \$5M
Owner: FPL Voltage: 230kv

OUC Split Oak, Orlando, FL – Jan. 2022 – April 2022 - \$4.7M
Owner: OUC Voltage: 69kv

Mustang Substation, Alva, FL – Aug. 2021 – Dec. 2021 - \$2M
Owner: FPL Voltage: 230kV

Kestrel Substation., Okeechobee, FL – October 2020 – July 2021 - \$5M
Owner: FPL Voltage: 230kV

Plum Substation, Lake Butler, FL – May 2020 – Dec. 2020 - \$2M
Owner: FPL Voltage: 230kV

Holden-Pershing Substation, Orlando, FL – Dec. 2019 – May 2020 - \$1M
Owner: Orlando Utilities Voltage: 115kV

Little Manatee Substation, Ruskin, FL – Dec. 2019 – May 2020 - \$4M
Owner: FPL Voltage: 230kV

Parrott Substation, Vero Beach, FL – July 2019 – May 2020 - \$5M
Owner: FPL Voltage: 230kV

Hansel Substation, Kissimmee, FL – May 2019 – Aug. 2019 - \$1M
Owner: Kissimmee Utility Authority Voltage: 115kV

Citrus Ridge Solar Subs., Winter Garden, FL – Oct. 2019 – July 2019 - \$1M
Owner: DEPCOM Voltage: 69kV

Lake Nona-Azalea Subs., Orlando, FL – Oct. 2018 – July 2019 - \$2M
Owner: Orlando Utilities Voltage: 115kV

Bearcat Substation, Lake City, FL – Aug. 2018 – Feb. 2019 - \$3M
Owner: FPL Voltage: 138kV

Floritam Substation, Volusia Co., FL – Aug. 2018 – Feb 2019 - \$3M
Owner: FPL Voltage: 230kV

Overbrook Substation, Englewood, FL – March 2018 – Nov. 2018 - \$3M
Owner: FPL Voltage: 230kV

Ft. Drum Substation., Okeechobee, FL – June 2018 – June 2017 - \$12M
Owner: FPL Voltage: 500kV

EDUCATION & CERTIFICATIONS

First Aid and Adult CPR, OSHA 30, NCCO Crane Operator, Fall Safety, Rigging/Signalperson, Lift Truck Operator, course completed for installation of low voltage products, Raysulate and 15kv terminations and splices

REFERENCES/ADDITIONAL INFORMATION AVAILABLE UPON REQUEST



September 14, 2021

Mr. Andres Llop
Senior Director, Corporate Risk Management
MasTec, Inc.
800 Douglas Road – Penthouse
Coral Gables, FL 33134

Re: Energy Erectors, Inc. (a subsidiary of MasTec North America, Inc.)

Dear Andy,

The Experience Modification Rating factor of Energy Erectors, Inc. has been calculated as follows:

Effective 9/15/2021: .70

If you have any additional questions or concerns, please feel free to contact me at kristin.adams@aon.com or (857) 260-2066 to discuss further.

Sincerely,

A handwritten signature in black ink that reads "Kristin J. Adams".

Kristin Adams, M.Sc.
Regional Business Services Leader
Aon | Construction Services Group
53 State Street | 22nd Floor | Boston, MA 02109
t +1.617.457.7706 | f +1. 847.953.4385 | kristin.adams@aon.com
Proprietary & Confidential



Randi Nowell CPCU ARM
Vice President

Marsh USA Inc.
3560 Lenox Road
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Atlanta, GA 30326
+1 404 995 3102
randi.nowell@marsh.com

August 19, 2020

Mr. Andres Llop
Director, Corporate Risk Management
MasTec, Inc.
800 Douglas Road – Penthouse
Coral Gables, FL 33134

Re: Energy Erectors, Inc. (a subsidiary of MasTec North America, Inc.)

Dear Andy,

The Experience Modification Rating factor of Energy Erectors, Inc. has been calculated as follows:

Effective 9/15/2020: .68

If you have any questions, please do not hesitate to call me directly at 404-995-3102.

Sincerely,

Randi Nowell, CPCU, ARM
Vice President, Global Risk Management
Two Alliance Center, 3560 Lenox Rd., Ste. 2400, Atlanta, GA 30326
404 995 3102 | Fax 404 995 3103 | Cell 404 713 9534
Randi.Nowell@marsh.com



Randi Nowell CPCU ARM
Vice President

Marsh USA Inc.
3560 Lenox Road
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Atlanta, GA 30326
+1 404 995 3102
randi.nowell@marsh.com

August 12, 2019

Mr. Andres Llop
Director, Corporate Risk Management
MasTec, Inc.
800 Douglas Road – Penthouse
Coral Gables, FL 33134

Re: Energy Erectors, Inc. (a subsidiary of MasTec North America, Inc.)

Dear Andy,

The Experience Modification Rating factor for the continuing operations only of MasTec North America, Inc. (parent company of Energy Erectors, Inc.) has been calculated for the years noted below:

Effective 9/15/2019: .71

This calculation excludes MasTec's subsidiary, Advanced Technology, as this is not a construction entity and therefore does not reflect MasTec's true construction experience. Nor does the calculation include any MasTec discontinued operations as these would have no impact on MasTec's continuing operations.

If you have any questions, please do not hesitate to call me directly at 404-995-3102.

Sincerely,

Randi Nowell, CPCU, ARM
Vice President, Global Risk Management
Two Alliance Center, 3560 Lenox Rd., Ste. 2400, Atlanta, GA 30326
404 995 3102 | Fax 404 995 3103 | Cell 404 713 9534
Randi.Nowell@marsh.com



Randi Nowell CPCU ARM
Vice President

Marsh USA Inc.
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randi.nowell@marsh.com

August 18, 2018

Mr. Andres Llop
Director, Corporate Risk Management
MasTec, Inc.
800 Douglas Road – Penthouse
Coral Gables, FL 33134

Re: Energy Erectors, Inc. (a subsidiary of MasTec North America, Inc.)

Dear Andy,

The Experience Modification Rating factor for the continuing operations only of MasTec North America, Inc. (parent company of Energy Erectors, Inc.) has been calculated for the years noted below:

Effective 9/15/2018: .71

This calculation excludes MasTec's subsidiary, Advanced Technology, as this is not a construction entity and therefore does not reflect MasTec's true construction experience. Nor does the calculation include any MasTec discontinued operations as these would have no impact on MasTec's continuing operations.

If you have any questions, please do not hesitate to call me directly at 404-995-3102.

Sincerely,

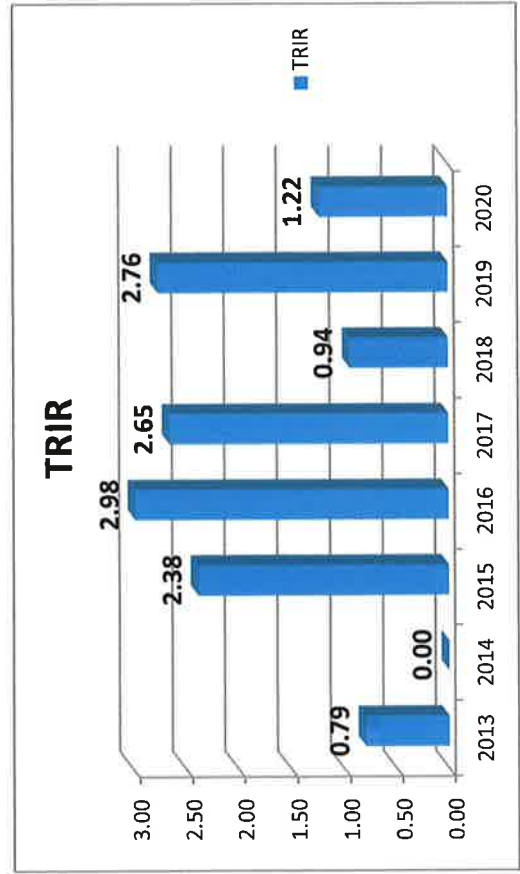
Randi Nowell, CPCU, ARM
Vice President, Global Risk Management
Two Alliance Center, 3560 Lenox Rd., Ste. 2400, Atlanta, GA 30326
404 995 3102 | Fax 404 995 3103 | Cell 404 713 9534
Randi.Nowell@marsh.com



Energy Erectors Injury and Illness Report

| | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 | 2021 |
|--------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Hours worked | 252,156 | 192,393 | 251,277 | 336,124 | 377,871 | 427,542 | 435,256 | 490,397 | 449,045 |
| OSHA Recordable injuries | 1 | 0 | 3 | 5 | 5 | 2 | 6 | 3 | 4 |
| DART injuries | 1 | 0 | 0 | 2 | 2 | 1 | 3 | 2 | 0 |
| LWD injuries | 0 | 0 | 0 | 2 | 1 | 0 | 3 | 2 | 3 |
| TRIR | 0.79 | 0.00 | 2.38 | 2.98 | 2.65 | 0.94 | 2.76 | 1.22 | 1.78 |
| DART rate | 0.79 | 0.00 | 0.00 | 1.19 | 1.06 | 0.47 | 1.38 | 0.82 | 0.00 |
| LTIR | 0.00 | 0.00 | 0.00 | 1.19 | 0.53 | 0.00 | 1.38 | 0.82 | 1.34 |

| | | | | | | | | |
|------|------|------|------|------|------|------|------|------|
| TRIR | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
| DART | 0.79 | 0.00 | 2.38 | 2.98 | 2.65 | 0.94 | 2.76 | 1.22 |
| LTIR | 0.79 | 0.00 | 0.00 | 1.19 | 1.06 | 0.47 | 1.38 | 0.41 |
| | 0.00 | 0.00 | 0.00 | 1.19 | 0.53 | 0.00 | 1.38 | 0.82 |



OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and making sure you've added the entries from every page of the log, if you had no cases write "0."

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log, if you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

| | | | |
|------------------------|------------------------------------------------|--------------------------------------------------------|----------------------------------------------|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of cases other recordable cases |
| 0 (G) | 3 (H) | 0 (I) | 1 (J) |

Number of Days

| | |
|-------------------------------------|-----------------------------------------------------|
| Total number of days away from work | Total number of days of job transfer or restriction |
| 246 (K) | 18 (L) |

Injury and Illness Types

| | | | | |
|------------------------|---------------------------|---|-------------------------|---|
| Total number of... (M) | (1) Injury | 4 | (4) Poisoning | 0 |
| | (2) Skin Disorder | 0 | (5) Hearing Loss | 0 |
| | (3) Respiratory Condition | 0 | (6) All Other Illnesses | 0 |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.



Year 2021

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0178

Establishment information

Your establishment name Energy Erectors
 Street 31568 Progress Road City Leesburg State FL Zip 34748
 Industry description (e.g., Manufacture of motor truck trailers)
Utility Construction
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
 OR North American Industrial Classification (NAICS), if known (e.g., 336212)
2 3 7 1 3 0

Employment information

Annual average number of employees 122
 Total hours worked by all employees last year 448045

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.


 Company executive

Sr. Vice President
 Title

702-647-0059 Phone
 3-31-2022 Date

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses



Year 2020

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

| | | | |
|------------------------|------------------------------------------------|--------------------------------------------------------|----------------------------------------|
| Total number of deaths | Total number of cases with days away from work | Total number of cases with job transfer or restriction | Total number of other recordable cases |
|------------------------|------------------------------------------------|--------------------------------------------------------|----------------------------------------|

(G) 0 (H) 2 (I) 0 (J) 1

Number of Days

Total number of days away from work

(K) 33 (L) 192

Total number of days of job transfer or restriction

Injury and Illness Types

| | | | | | | |
|-------------------------|--------------|--------------------|----------------------------|----------------|------------------|-------------------------|
| Total number of ... (M) | (1) Injuries | (2) Skin disorders | (3) Respiratory conditions | (4) Poisonings | (5) Hearing loss | (6) All other illnesses |
| | 3 | 0 | 0 | 0 | 0 | 0 |

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 50 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. Send comments regarding this burden estimate or any other aspect of this data collection, including suggestions for reducing the burden, to Washington, DC 20503. Do not send the completed forms to this office.

Establishment information

Your establishment name Energy Erectors - All Locations

Street N/A

City N/A State FL ZIP -

Industry description (e.g., *Manufacture of motor truck trailers*)

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR

North American Industrial Classification (NAICS) if known (e.g., 336212)
238210

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees 127

Total hours worked by all employees last year 490,398

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company executive

Senior Vice President
Title

Phone 702-647-0059 Date 01/07/21

OSHA's Form 300

Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.



Year 2020

U.S. Department of Labor

Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

You must record information about every work-related death and about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR Part 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name: Energy Erectors - All Locations State: FL
 City: N/A

Identify the person

| (A) Case No. | (B) Employee's name | (C) Job Title (e.g., Welder) | (D) Date of injury or onset of illness | (E) Where the event occurred (e.g., Loading dock north end) | (F) Describe injury or illness, parts of body affected, and object/substance that directly injured or made person ill (e.g., Second degree burns on right forearm from acetylene torch) | (G) Death | (H) Days away from work | (I) Job transfer or restriction | (J) Other recordable cases | (K) Away from work | (L) On job transfer or restriction | (M) Injury | (N) Skin disorder | (O) Respiratory condition | (P) Poisoning | (Q) Hearing loss | (R) All other illnesses |
|-----------------|------------------------|------------------------------------|-------------------------------------------|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|-------------------------------------|------------------------------------|-------------------------------------|--------------------------|---------------------------------------|-------------------------------------|--------------------------|------------------------------|--------------------------|--------------------------|----------------------------|
| 2020-2765 | [REDACTED] | GROUNDMAN | 06/22 | Pad setting switches | Thumb / Right Side / Cut, Laceration / Manual Materials Handling-lifting / | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2020-510 | [REDACTED] | GROUNDMAN | 02/05 | plant yard | Foot/Ankle/Toes / Left Side / Fracture, Simple / Other / | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2020-5290 | [REDACTED] | GROUNDMAN | 10/13 | Beside transformer #3 pad | Upper Extremities-Finger (S) / Left Side / Fracture, Simple / Other / | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Classify the case

CHECK ONLY ONE box for each case based on the most serious outcome for that case.

Enter the number of days the injured or ill worker was:

Check the "Injury" column or choose one type of illness:

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses



Year 2019

U.S. Department of Labor
Occupational Safety and Health Administration

Form approved OMB no. 1218-0176

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0".

Employers, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths _____ Total number of cases with job transfer or restriction _____ Total number of other recordable cases _____

(G) 0 (H) 3 (I) 1 (J) 2

Number of Days

Total number of days away from work _____ Total number of days of job transfer or restriction _____

(K) 80 (L) 145

Injury and Illness Types

Total number of _____
(M)
(1) Injuries _____ 5 (4) Poisonings _____ 0
(2) Skin disorders _____ 0 (5) Hearing loss _____ 0
(3) Respiratory conditions _____ 0 (6) All other illnesses _____ 1

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time to review the instructions, search existing data sources, gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503, Bureau of Economic Analysis, Paperwork Project (0122-0047).

Establishment information

Your establishment name Energy Erectors Inc.
Street 31588 Progress Rd

City Leesburg State FL ZIP 34748

Industry description (e.g., Manufacture of motor truck trailers)

Electrical Contractor

Standard Industrial Classification (SIC), if known (e.g., SIC 3715) _____

OR _____

North American Industrial Classification (NAICS), if known (e.g., 336212)
238210

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees _____ 135

Total hours worked by all employees last year _____ 435,256

Sign here

Knowingly falsifying this document may result in a fine

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

[Signature]
Company Executive

Senior Vice President

Title _____
Phone 702-647-0059 Date 01/07/2020

OSHA's Form 300A (Rev. 01/2004)

Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no work-related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary. Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've edited the entries from every page of the Log, if you had no cases, write "0". Employees, former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR Part 1904.35, in OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths _____ Total number of cases with days away from work _____ Total number of cases with job transfer or restriction _____ Total number of other recordable cases _____

(G) 0 (H) 0 (I) 1 (J) 1

Number of Days

Total number of days away from work _____ Total number of days of job transfer or restriction _____

(K) 0 (L) 42

Injury and Illness Types

Total number of _____ (M) _____
 (1) Injuries _____ 2 (4) Poisonings _____ 0
 (2) Skin disorders _____ 0 (5) Hearing loss _____ 0
 (3) Respiratory conditions _____ 0 (6) All other illnesses _____ 0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form.

Public reporting burden for this collection of information is estimated to average 35 minutes per response, including time to review the instructions, search and gather the data needed, and complete and review the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Washington, DC 20503, Office of Management and Budget, Paperwork Project Director. Send all other comments regarding this collection of information to the collection of information, including suggestions for reducing the burden, to Washington, DC 20503, Office of Management and Budget, Paperwork Project Director.

Establishment information

Your establishment name Energy Erectors
 Street 315688 Progress Road
 City Leesburg State FL ZIP 34748
 Industry description (e.g., Manufacture of motor truck trailers)
 Electrical Contractors
 Standard Industrial Classification (SIC), if known (e.g., SIC 3715)
1731
 OR
 North American Industrial Classification (NAICS) if known (e.g., 336212)
238210

Employment information

(If you don't have these figures, see the Worksheet on the back of this page to estimate.)

Annual average number of employees _____ 118
 Total hours worked by all employees last year _____ 427,542

Sign here _____
 I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

X Darwin Webb SVP
 Title
702-647-0059 1-4-19
 Telephone

EEI EQUIPMENT LIST

| TYPE | Vehicle Description |
|------------|------------------------------------|
| FORKLIFT | 78 Clark C500Y Forklift |
| TRAILER | 94 L&J Trailer |
| WELDER | 97 L&J Trailer w/ 07 Miller Welder |
| TRAILER | 00 Bobcat 20' Trailer |
| TRAILER | 00 Utility Trailer 5x8 |
| TRAILER | 00 Bobcat Trailer 16' |
| TRAILER | 6X12 Utility Trailer |
| TRAILER | 02 Crosley Trailer |
| TRAILER | 40' Van Trailer (Semi trailer) |
| SKID STEER | 05 Cat 247B |
| FORKLIFT | 05 Cat H330 Forklift |
| FORKLIFT | 04 CAT FORKLIFT |
| MINI EX | 07 CAT 303 MINI EXCAVATOR |
| WELDER | 07 MILLER WELDER W/ TRAILER |
| TRAILER | 06' DIAMOND CARGO TRAILER |
| TRAILER | 09 DIAMOND CARGO TRAILER |
| MULE | 08 KAWASAKI MULE |
| TRAILER | 11 BENDRON TRAILER Box |
| TRAILER | 11 PAMU TRAILER |
| TRAILER | 11 PACE TRAILER (Tool Trailer) |
| TRUCK | 14 DODGE RAM |
| TRAILER | 15 FREEDOM TRAILER |
| TRAILER | 15 Arising 24' Encl.Tool Trailer |
| TRUCK | 14 DODGE RAM 3500 |
| TRAILER | 16 FREEDOM TRAILER 36FT |
| TRUCK | 16 Ford F150 Crew Cab (LEASED) |
| TRUCK | 16 CHEVY CREW 4X4 (LEASED) |
| TRUCK | 16 CHEVY (LEASED) |
| TRUCK | 16 FORD F150 CREW (LEASED) |
| TRUCK | 16 FORD F150 (LEASED) |
| TRAILER | 16 ASPIRING TRAILER |
| TRAILER | 16 ASPIRING TRAILER |
| TRUCK | 16 FORD F350 4X4 (LEASED) |
| TRUCK | 17 FORD F250 4X4 (LEASED) |
| TRUCK | 16 FORD F350 4X4 (LEASED) |
| TRUCK | 15 FORD F250 XL 4X2 (LEASED) |
| TRUCK | 15 FORD F250 4X4 CREW (LEASED) |
| TRUCK | 15 FORD F350 CREW XL 4X4 (LEASED) |
| TRUCK | 15 FORD F450 4X2 FLATBED (LEASED) |

| | |
|-----------------------|------------------------------------------------|
| TRUCK | 15 FORD F450 4X2 FLATBED (LEASED) |
| DUMP TRUCK | 07 INT'L DUMP TRUCK - AIR BRAKES |
| DUMP TRUCK | 08 Int'l Dump Truck 4300 4x2, 10'Bed, 7yd cap. |
| | 06 45FT PLACER BUCKET |
| BACKHOE | 06 JD310SG 4X4 BACKHOE |
| BACKHOE | 06 JD310SG 4X4 BACKHOE |
| MINI EX | 06 KUBOTA MINI EX |
| DITCH WITCH | 05 DITCH WITCH TRENCHER |
| WELDER | 99 WELDER MILLER |
| TRAILER/WELDER | 95 BUTLER WELD TRAILER |
| TRAILER | 15 36FT ENC PACE TRAILER |
| TRAILER | 15 36FT ENC PACE TRAILER |
| TRAILER | 96 TOP LINE TRAILER |
| TRAILER | 00 CUSTOM 10FT TRAILER |
| TRAILER | 05 Hooper 25FT Equipment Trailer |
| TRAILER | 06 Hudson HTD Equipement Trailer |
| TRAILER | 11 PJ Tilt Equipment Trailer |
| TRAILER | 14 TAIBERT EQ TRAILER |
| TRAILER | 98 MASTER REEL TRAILER |
| TRAILER | 01 PACE CARGO TRAILER |
| TRUCK | 11 FORD F150 XLT |
| MULE | 17 KAVVASKI MULE |
| | Sterling Driller |
| TRUCK | 17 FORD F250 4X4 (LEASED) |
| TRAILER | 18 28FT ENCLOSED TRAILER |
| TRUCK | 19 Ford F350 4 x 4 |
| TRUCK | 19 Ford F350 4 x 4 |
| TRUCK | 19 Ford F350 4 x 4 |
| TRUCK | 19 Ford F350 4 x 4 |
| TRAILER | 20 28' Enclosed Trailer |
| TRAILER | 20 28' Enclosed Trailer |
| TRAILER | 20 28' Enclosed Trailer |
| WELDER | Miller 400 Welder on trailer TRL-30525 |
| TRUCK | 19 Dodge Ram 4500 |
| TRAILER | 2021 VCM Enclosed Trailer |
| TRUCK | 21 Ford Truck F550 Flatbed |
| TRUCK | 21 Ford Truck Ford 150 XL |
| TRAILER | 21 Enclosed Cargo Trailer |
| TRUCK | 21 Ford Truck F150 Crew Cab |
| TRAILER | 22 Utility Trailer w/ welder WEL-30519 |
| TRUCK | 21 Chev Truck Silverado 1500 |
| TRUCK | 22 Dodge Ram 3500 |
| TRUCK | 21 Dodge Ram 1500 |

| | |
|----------------|---------------------------------|
| TRUCK | 20 Ford Ranger |
| TRUCK | 22 Ford F250 |
| TRUCK | 22 Ford F250 |
| TRAILER | 88 Pettibone B68 |
| TRAILER | 82 Great Dane Van Trailer |
| TRAILER | 16 ASPIRING TRAILER 6X12 |
| TRUCK | ECSOURCE TRUCK LEASED |
| TRUCK | ECSOURCE TRUCK LEASED/2017 F150 |
| TRUCK | 15 Ford F 250 Leased |
| TRUCK | ECSOURCE TRUCK LEASED |
| TRUCK | FORD F150 (#468) |

State of Florida

Department of State

I certify from the records of this office that ENERGY ERECTORS, INC. is a corporation organized under the laws of the State of Florida, filed on February 12, 2001, effective February 24, 1993.

The document number of this corporation is P01000016220.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on April 16, 2022, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Third day of August, 2022*




Secretary of State

Tracking Number: 6605640679CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KANGAS, JASON

ENERGY ERECTORS, INC
31588 PROGRESS ROAD
LEESBURG FL 34748

LICENSE NUMBER: EC13004074

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

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 barbeque 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. 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!

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

EC13004074 ISSUED: 05/29/2020
 CERTIFIED ELECTRICAL CONTRACTOR
 KANGAS, JASON
 ENERGY ERECTORS, INC

 Signature
 LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
 EXPIRATION DATE: AUGUST 31, 2022

Ron DeSantis, Governor

Halsey Beshears, Secretary

**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD**

LICENSE NUMBER: EC13004074

EXPIRATION DATE: AUGUST 31, 2022

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

KANGAS, JASON
ENERGY ERECTORS, INC
31588 PROGRESS ROAD
LEESBURG FL 34748



ISSUED: 05/29/2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

THIS CERTIFIES THAT

MasTec, Inc.

* Nationally certified by the: **NATIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL, INC.[®]**

and its Growth Initiative

*NAICS Code(s): 237110:237120:237130:334220

* Description of their product/services as defined by the North American Industry Classification System (NAICS)

03/31/2022

Issued Date

US0002

Certificate Number

12/31/2022

Expiration Date

CEO and President, Ying McGuire

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

* This MBE is certified by an Affiliate of the National Minority Supplier Development Council, Inc.[®]





March 31, 2022

Mr. Jose Mas
CEO
MasTec, Inc.
800 Douglas Road, 12th Floor
Coral Gables, FL 33134

Dear Mr. Mas,

Congratulations! Your recent certification as a minority-public company (MPC) by NMSDC's Growth Initiative program has been approved.

The Growth Initiative certification was created to provide an opportunity for MBEs to scale while maintaining the leverage of their certification. By leveraging the growth initiative, your firm has demonstrated its ability to become a Tier I supplier. Should any aspect of ownership, board of directors or management of the company change, you are obligated to notify NMSDC immediately so we can determine the eligibility of your firm to meet the requirements of the MPC certification.

Attached is your certificate that will expire on December 31, 2022. You will be notified 90 days prior to the expiration date of your MPC recertification.

Please contact Constance Y. Jones, Senior Director, Field Services, at (212) 944-2430 should you have any questions regarding your certification.

Sincerely,

A handwritten signature in black ink, appearing to read "Ying McGuire", written in a cursive style.

Ying McGuire
CEO and President