

Village of Wellington

*12300 Forest Hill Blvd
Wellington, FL 33414*



Meeting Agenda

Tuesday, September 27, 2016

7:00 PM

Village Hall

Village Council

*Anne Gerwig, Mayor
John T. McGovern, Vice Mayor
Michael Drahos, Councilman
Michael J. Napoleone, Councilman
Tanya Siskind, Councilwoman*

1. CALL TO ORDER**2. PLEDGE OF ALLEGIANCE****3. INVOCATION**

Rev. Emily Denmark-McGee, St. Peter's United Methodist Church, Wellington

4. APPROVAL OF AGENDA**5. PRESENTATIONS AND PROCLAMATIONS**

- A. 16-0470** PRESENTATION OF FLORIDA DEPARTMENT OF TRANSPORTATION SR80/SOUTHERN BOULEVARD AND FOREST HILL BOULEVARD INTERSECTION IMPROVEMENT PROJECT AND RESOLUTION NO. R2016-66 (STATE ROAD 80/SOUTHERN BOULEVARD AND FOREST HILL BOULEVARD INTERSECTION IMPROVEMENT PROJECT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION INTERSECTION IMPROVEMENT PROJECT AT STATE ROAD 80/SOUTHERN BOULEVARD AND FOREST HILL BOULEVARD AND DONATION OF A RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

Presentation of the Florida Department of Transportation Intersection Improvement Project at State Road 80/Southern Boulevard and Forest Hill Boulevard; and

Approval of Resolution No. R2016-66 Supporting the Florida Department of Transportation Intersection Improvement Project at State Road 80/Southern Boulevard and Forest Hill Boulevard and donation of a right-of-way.

6. CONSENT AGENDA

- A. [16-0477](#)** MINUTES OF THE REGULAR WELLINGTON VILLAGE COUNCIL MEETING OF AUGUST 23, 2016

Approval of the Minutes of the Regular Wellington Village Council Meeting of August 23, 2016.

- B. 15-1022** AUTHORIZATION TO UTILIZE A CITY OF PLANTATION CONTRACT, AS A BASIS FOR PRICING, WITH ALLIED UNIVERSAL CORPORATION, FOR THE PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE

Authorization to utilize City of Plantation contract #ITB 016-16, as a basis for pricing, with Allied Universal Corporation for the purchase and delivery of Sodium Hypochlorite in the amount of approximately \$362,600.

C. 15-1025 AUTHORIZATION TO AWARD CONTRACTS FOR ANNUAL LAB ANALYSES

Authorization to award contracts to multiple vendors for annual lab analyses in the amount of approximately \$40,000 annually.

D. 15-1030 AUTHORIZATION OF DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY

Authorization to approve FY 2016 disposition of surplus tangible personal property and removal of non-capitalized assets in preparation for upcoming annual audit for the year ending September 30, 2016.

E. 16-0350 AUTHORIZATION TO 1) AWARD A CONTRACT TO PROVIDE COURT MAINTENANCE AT THE TENNIS FACILITY; 2) ENTER INTO INDEPENDENT CONTRACTOR AGREEMENTS WITH TENNIS PROFESSIONALS TO PROVIDE PRIVATE LESSONS, CONDUCT CLINICS, TENNIS SUMMER CAMPS, ETC.; AND 3) UTILIZE VENDORS FOR THE PURCHASE OF TENNIS PRO SHOP INVENTORY

Authorization to 1) Award a contract to K&B Maintenance Services, LLC, DBA Professional Tennis Court Services, to provide court maintenance at the tennis facility in the amount of \$92,327.64 annually; 2) Enter into independent contractor agreements with tennis professionals to provide private lessons, conduct clinics, tennis summer camps, etc.; and 3) utilize vendors for the purchase of tennis pro shop inventory.

F. 16-0402 AUTHORIZATION TO CONTINUE UTILIZING AN EXISTING SOUTHEAST FLORIDA COOPERATIVE GROUP CONTRACT WITH LHOIST NORTH AMERICA FOR THE PURCHASE AND DELIVERY OF BULK QUICKLIME

Authorization to continue utilizing Southeast Florida Cooperative Group contract with Lhoist North America for the purchase and delivery of bulk quicklime in an amount not to exceed \$310,000.

G. 16-0451 AUTHORIZATION TO AWARD A CONTRACT FOR THE FUEL TANK REPLACEMENT PROJECT

Authorization to award a contract to Gulfstream Petroleum Services, Inc., for the fuel tank replacement project in the amount of \$110,900.00.

- H. 16-0457** 1) AUTHORIZATION TO AWARD A CONTRACT FOR ELECTRICAL AND LIGHTING IMPROVEMENTS AT THE STRIBLING WAY AND FAIRLANE FARMS ROAD INTERSECTION; AND 2) APPROVAL OF RESOLUTION NO. R2016-69 AND ASSOCIATED BUDGET AMENDMENT #2016-065 TO SECURE THE FUNDS REQUIRED TO COMPLETE THE PROJECT

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE ROAD IMPACT FEE FUND CAPITAL PROJECT BUDGETS FOR FISCAL YEAR 2015-2016 BY TRANSFERRING MONIES FROM THE 120TH AVENUE IMPROVEMENTS PROJECT TO THE FAIRLANE FARMS/STIBLING WAY INTERSECTION IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.

1) Authorization to award a contract to Cerrito Electric for Electrical and Lighting Improvements at Stribling Way and Fairlane Farms Road in the amount of \$79,068.95; and 2) Approval of Resolution No. R2016-69 and associated budget amendment #2016-065 in the amount of \$50,000 to secure the funds required to complete the project.

- I. 16-0425** RESOLUTION NO. R2016-65 (VERSAILLES AT WELLINGTON TRAFFIC CONTROL AGREEMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AN AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN THE VILLAGE OF WELLINGTON AND VERSAILLES AT WELLINGTON HOMEOWNERS ASSOCIATION, INC.; AND PROVIDING AN EFFECTIVE DATE.

Approval of Resolution No. R2016-65 approving a standard traffic control agreement for Versailles at Wellington Homeowners Association, Inc.

7. PUBLIC HEARINGS

- A. 16-0374** ORDINANCE NO. 2016-12 (BED AND BREAKFAST ZONING TEXT AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 6.4.4.20 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS; AMENDING SECTION 6.10.7.B.4 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

To approve Ordinance No. 2016-12, a zoning text amendment to Wellington's Land Development Regulations pertaining to bed and breakfasts Village-wide including the Equestrian Overlay Zoning District.

- B. 16-0376** ORDINANCE NO. 2016-21 (FISCAL YEAR 2016/2017 CAPITAL IMPROVEMENT ELEMENT UPDATE)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, UPDATING THE WELLINGTON COMPREHENSIVE PLAN BY INCORPORATING THE ANNUAL REVIEW AND REVISIONS TO THE CAPITAL IMPROVEMENTS ELEMENT TO REFLECT THE 2016/2017 THROUGH 2021/2022 FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR LEVEL OF SERVICE PROJECTS; AND UPDATING THE SCHOOL DISTRICT OF PALM BEACH COUNTY CAPITAL IMPROVEMENT SCHEDULE; PROVIDING FOR CONFLICT AND SEVERABILITY; AUTHORIZING THE MANAGER TO UPDATE THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

Approval on Second Reading Ordinance No. 2016-21 updating the Capital Improvement Element (CIE) Schedule for Level of Service Improvements for Fiscal Years 2016/2017 to 2021/2022 (Table CIE 1) and the School District of Palm Beach County Capital Improvement Schedule (Table CIE 2) located in the Capital Improvement Element of Wellington's Comprehensive Plan.

- C. 16-0442** SECOND PUBLIC HEARING TO ADOPT THE FY 2016/2017 MILLAGE RATE AND ANNUAL BUDGET FOR WELLINGTON

I. RESOLUTION NO. R2016-67 (MILLAGE RATE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE TAX LEVY AND MILLAGE RATE FOR WELLINGTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING AN EFFECTIVE DATE.

II. RESOLUTION NO. R2016-68 (WELLINGTON BUDGET)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING A BUDGET FOR THE VILLAGE OF WELLINGTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

Approval of Resolution No. R2016-67 adopting the millage rate and Resolution No. R2016-68 adopting the Fiscal Year 2016/2017 budget as presented and authorization for staff to make the necessary accounting entries to complete reallocation of prior year operating and capital balances.

This is the second public hearing on the proposed budget and the corresponding ad valorem millage rate in accordance with the Wellington Charter and F.S. Chapter 200.065.

8. REGULAR AGENDA

9. PUBLIC FORUM

10. ATTORNEY'S REPORT

11. MANAGER'S REPORTS**12. COUNCIL REPORTS****13. ADJOURNMENT****NOTICE**

If a person decides to appeal any decision made by the Village Council with respect to any matter considered at this meeting, you will need a record of the proceedings, and you 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. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans With Disabilities Act: any person requiring special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Village Manager's Office (561) 791-4000 at least five calendar days prior to the Hearing.



Legislation Text

File #: 16-0470, **Version:** 1

ITEM: PRESENTATION OF FLORIDA DEPARTMENT OF TRANSPORTATION SR80/SOUTHERN BOULEVARD AND FOREST HILL BOULEVARD INTERSECTION IMPROVEMENT PROJECT AND RESOLUTION NO. R2016-66 (STATE ROAD 80/SOUTHERN BOULEVARD AND FOREST HILL BOULEVARD INTERSECTION IMPROVEMENT PROJECT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL SUPPORTING THE FLORIDA DEPARTMENT OF TRANSPORTATION INTERSECTION IMPROVEMENT PROJECT AT STATE ROAD 80/SOUTHERN BOULEVARD AND FOREST HILL BOULEVARD AND DONATION OF A RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Presentation of the Florida Department of Transportation Intersection Improvement Project at State Road 80/Southern Boulevard and Forest Hill Boulevard; and

Approval of Resolution No. R2016-66 Supporting the Florida Department of Transportation Intersection Improvement Project at State Road 80/Southern Boulevard and Forest Hill Boulevard and donation of a right-of-way.

EXPLANATION: In January, 2014, staff from the Metropolitan Planning Organization requested that the Florida Department of Transportation consider the feasibility of adding capacity to the intersection of SR80/Southern Boulevard and Forest Hill Boulevard. The goals of the improvement are to maximize the capacity of the existing (at grade) intersection, accommodate all turning vehicles without blocking thru-traffic and reduce overall motorist delay. Following this request, the FDOT District Four's Planning and Environmental Management Office developed a Technical Memorandum which reviewed potential alternatives for improvements. The memorandum recommended turn lane modification/additions which improved the Level of Service of the intersection and reduced motorist delay. The memorandum also showed a benefit cost ratio of 4.5 (annual benefits/annual project costs over a 5 year period) justifying the improvements.

Following completion of the memorandum, the FDOT hired a consultant to design the recommended improvements (FPID: 436307-1-32-01). Improvements to Forest Hill Boulevard include converting the existing dual right turn lanes to a third thru lane and a free flow right turn. SR80/Southern Boulevard will receive a corresponding acceleration lane and a third westbound to southbound left turn lane. Both roadways will be milled and resurfaced through the project limits. The design phase is expected to last until the end of 2018. The project is funded for construction with a potential begin construction date of August 2019.

As part of Wellington's support of the project, FDOT has also requested donation of a Right of Way near the Wellington entry sign at the intersection of SR80/Southern Boulevard and Forest Hill Boulevard (see plan attached).

Kevin Iannarone, P.E. of Inwood Consulting Engineers will be in attendance along with Rita Bulsara, Project Manager for the Florida Department of Transportation to present details of the project and respond to questions.

The Florida Department of Transportation has also asked staff to present a Resolution No. (R2016-66

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attached) for Council approval in support of the project and for donation of the right-of-way.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Economic Development

RECOMMENDATION: Presentation of the Florida Department of Transportation Intersection Improvement Project at State Road 80/Southern Boulevard and Forest Hill Boulevard; and

Approval of Resolution No. R2016-66 Supporting the Florida Department of Transportation Intersection Improvement Project at State Road 80/Southern Boulevard and Forest Hill Boulevard and donation of a right-of-way.

RESOLUTION NO. R2016-66**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
SUPPORTING THE FLORIDA DEPARTMENT OF
TRANSPORTATION INTERSECTION IMPROVEMENT
PROJECT AT STATE ROAD 80/SOUTHERN BOULEVARD
AND FOREST HILL BOULEVARD AND DONATION OF A
RIGHT-OF-WAY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the Florida Department of Transportation (FDOT) plans to improve the intersection of SR80 and Forest Hill Boulevard by providing additional turn lanes; and

WHEREAS, the improvements will consist of a free flow northbound right turn lane, an additional westbound left turn lane and widening of the County owned and maintained bridge over the C-51 canal; and

WHEREAS, the Florida Department of Transportation (FDOT) is currently working on the design of the intersection improvements on an off-system facility located at SR80/Southern Boulevard and Forest Hill Boulevard (Project No. 436307.1); and

WHEREAS, the design and construction costs will be funded and administered thru the FDOT, however, if local governments desire decorative features to be added, then one or more local governments would be responsible for the additional costs; and

WHEREAS, the Village of Wellington has jurisdiction and control of Forest Hill Boulevard between SR7/441 and SR80/Southern Boulevard however, the ownership and maintenance of the bridge over the C-51 Canal (County Bridge) remains with Palm Beach County; and

WHEREAS, FDOT has requested that the Village of Wellington adopt a resolution to endorse and memorialize Wellington's support for the planned improvements; and

WHEREAS, FDOT has also requested donation of a temporary right-of-way easement within the project limits near the southbound Wellington entry sign south of the C-51 bridge to aid in construction of the necessary additional turn lanes included in the proposed project design; and

WHEREAS, the proposed improvements are needed to reduce delays and will greatly benefit the residents and traveling public in central Palm Beach County; and

WHEREAS, the bridge at this intersection is owned by Palm Beach County.

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

1
2 **SECTION 1.** The foregoing recitals are hereby affirmed and ratified as being true
3 and correct.
4

5 **SECTION 2.** The Wellington Council hereby expresses its support for the
6 construction of the intersection improvement at SR80/Southern Boulevard and Forest
7 Hill Boulevard as designed, constructed and funded through the Florida Department of
8 Transportation (FDOT) and approval of the donation of a right-of-way.
9

10 **SECTION 3.** This Resolution shall become effective immediately upon adoption.
11

12 **PASSED AND ADOPTED** this 27th day of September, 2016.
13

14 **ATTEST:**

WELLINGTON

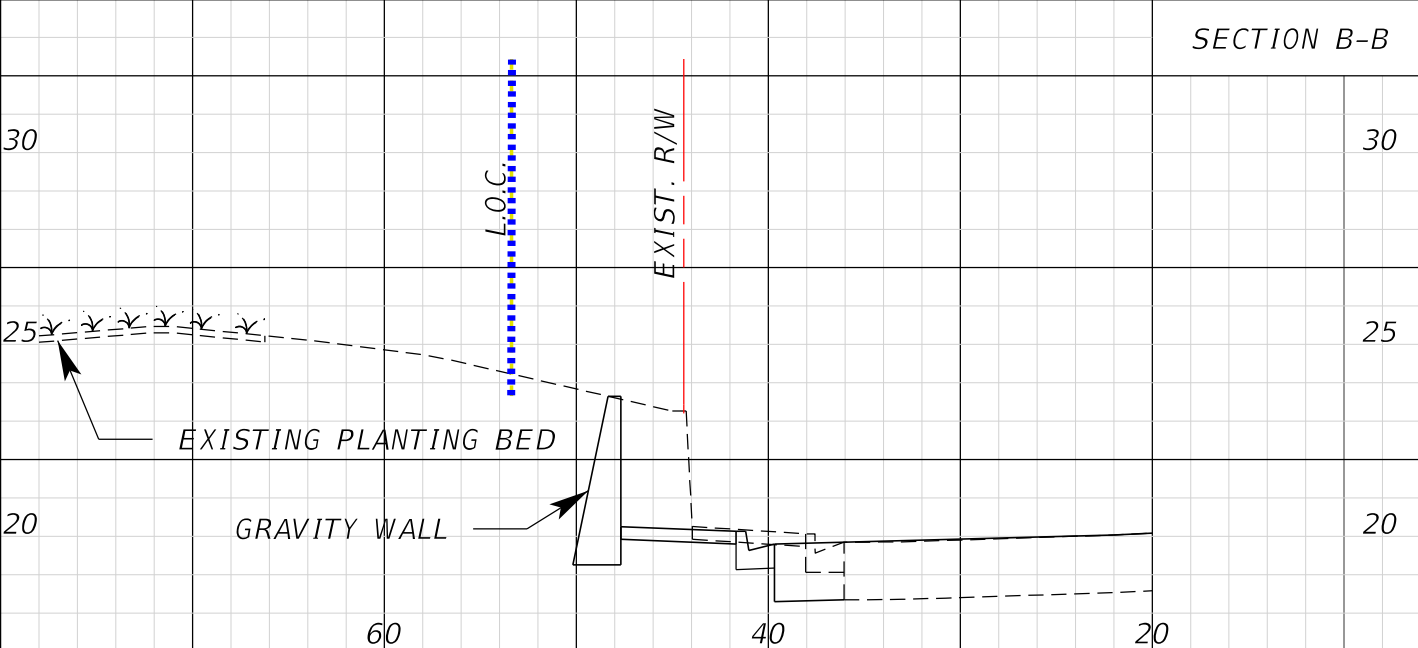
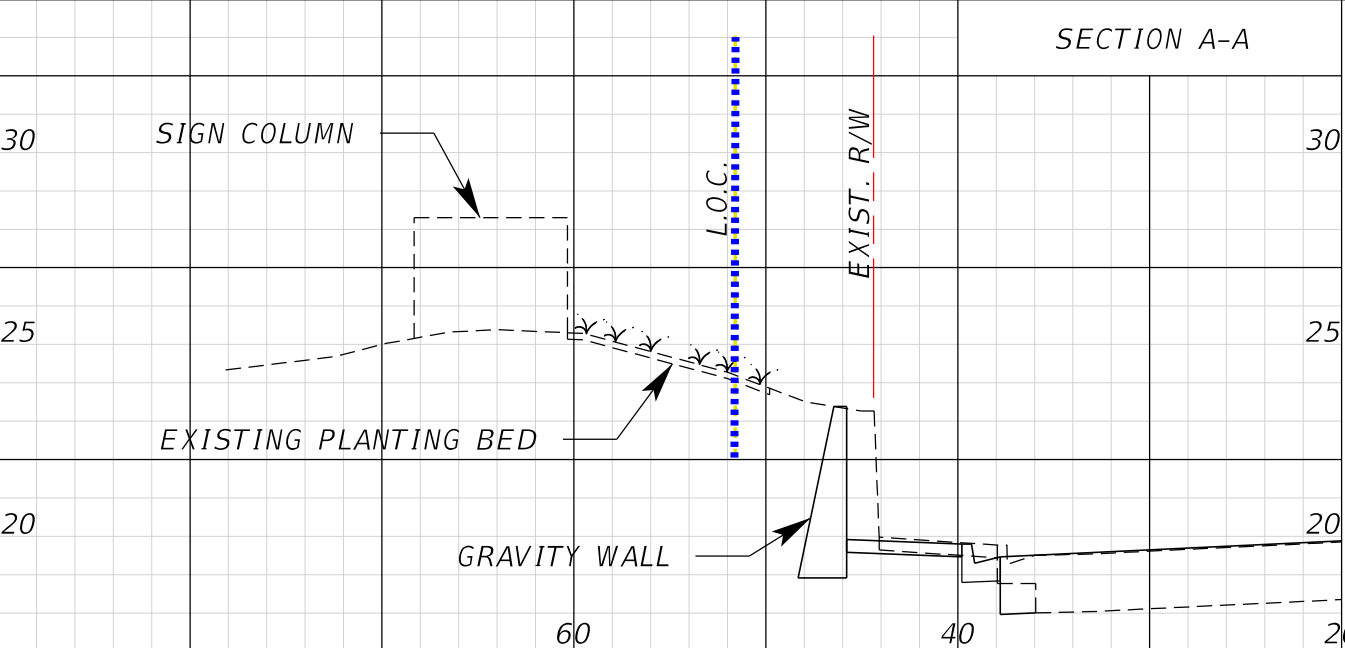
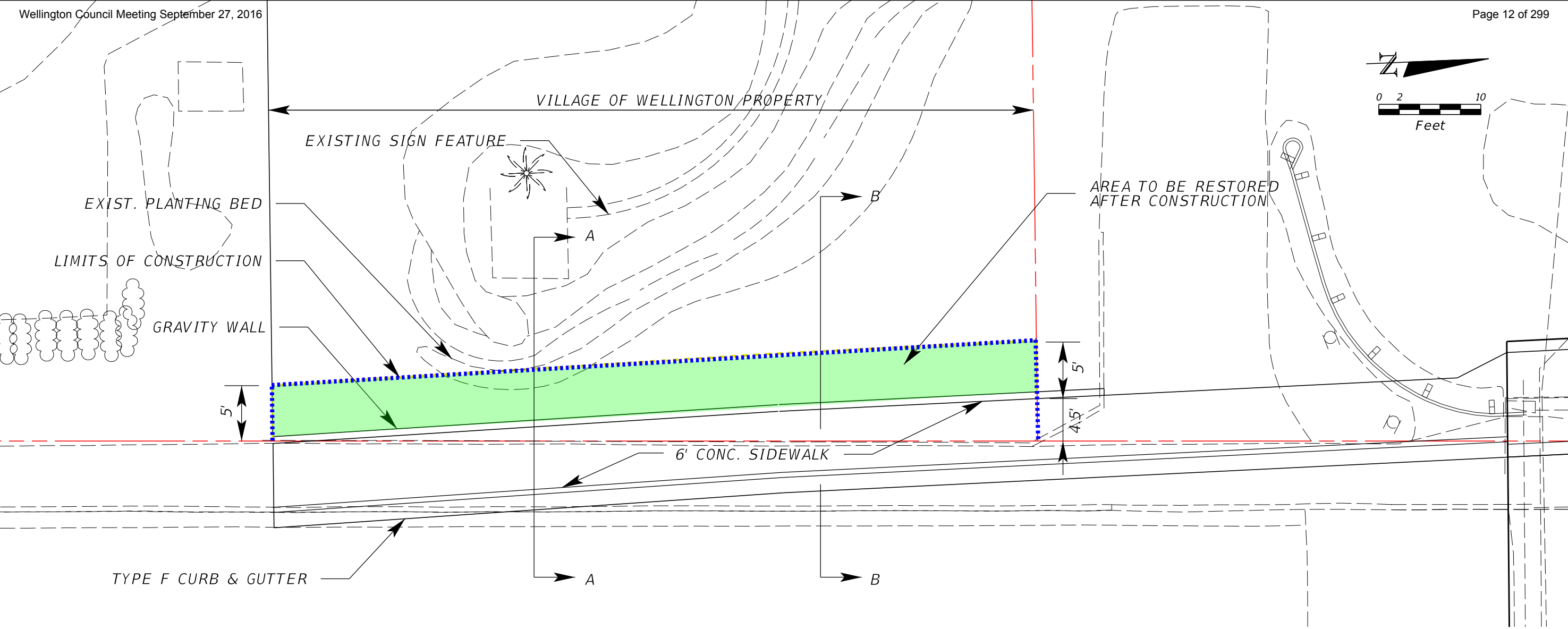
15
16
17 By: _____
18 Rachel R. Callovi, Village Clerk

By: _____
Anne Gerwig, Mayor

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20 **APPROVED AS TO FORM**
21 **AND LEGAL SUFFICIENCY**
22

23
24 By: _____
25 Laurie Cohen, Village Attorney
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27





REVISIONS				ENGINEER OF RECORD Kevin Joseph Iannarone, PE PE No. 71527 Inwood Consulting Engineers, Inc. Certificate of Authorization No. 7074 3000 Dovera Drive, Suite 200, Oviedo, Florida 32765 P 407.971.8850	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			VILLAGE OF WELLINGTON IMPACT EXHIBIT	SHEET NO.
DATE	DESCRIPTION	DATE	DESCRIPTION		ROAD NO.	COUNTY	FINANCIAL PROJECT ID		
					80	PALM BEACH	436307-1-52-01		



Village of Wellington

Legislation Text

File #: 16-0477, **Version:** 1

ITEM: MINUTES OF THE REGULAR WELLINGTON VILLAGE COUNCIL MEETING OF AUGUST 23, 2016

REQUEST: Approval of the Minutes of the Regular Wellington Village Council Meeting of August 23, 2016.

EXPLANATION: Attached for Council's review and approval are the Minutes of the Regular Wellington Village Council Meeting of August 23, 2016.

BUDGET AMENDMENT REQUIRED: N/A

PUBLIC HEARING: N/A

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: N/A

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of the Minutes of the Regular Wellington Village Council Meeting of August 23, 2016.

MINUTES

REGULAR MEETING OF THE WELLINGTON VILLAGE COUNCIL

Wellington Village Hall
12300 Forest Hill Blvd.
Wellington, Florida 33414

Tuesday, August 23, 2016
7:00 p.m.

Pursuant to the foregoing notice, a Regular Meeting of the Wellington Council was held on Tuesday, August 23, 2016, commencing at 7:00 p.m. at Wellington Village Hall, 12300 Forest Hill Boulevard, Wellington, FL 33414.

Council Members present: Anne Gerwig, Mayor; John T. McGovern, Vice Mayor; Michael Drahos, Councilman; Michael Napoleone, Councilman; and Tanya Siskind, Councilwoman.

Advisors to the Council: Paul Schofield, Manager; Laurie Cohen, Esq., Attorney; Jim Barnes, Assistant Manager; Tanya Quickel, Director of Administrative and Financial Services; and Rachel R. Callovi, Clerk.

1. **CALL TO ORDER** – Mayor Gerwig called the meeting to order at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE** – Council led the Pledge of Allegiance.
3. **INVOCATION** – Rev. Peter Bartuska, Christ Community Church, delivered the Invocation.
4. **APPROVAL OF AGENDA**

Mr. Schofield indicated staff recommended approval of the Agenda as amended:

1. Add Legislative Update by Chris Coker and Screven Watson to Presentations and Proclamations.
2. Regarding item 6D, Resolution No. R2016-61 (Regular Council Meeting Schedule), Mr. Schofield stated they could make the changes discussed yesterday and read them into the record or pull the item to discuss it. Ms. Callovi indicated for the October 11th Council Meeting, they discussed holding the Agenda Review Meeting on Monday, October 10th, and move the Village Council Meeting to Thursday, October 13th. She said the Council Meeting in April conflicts with Passover and the recommendation was to hold the Agenda Review Meeting on Friday, April 7th and move the Village Council Meeting to Monday, April 10th.
3. Regarding item 6E, Resolution No. R2016-60 (Annual Listing of Proclamations), Councilwoman Siskind suggested adding National Down Syndrome week or day in September as well as LGBT history month to October and/or LGBT pride month to June. Vice Mayor McGovern wanted to add National Autism Awareness month to April and Hispanic Heritage month from September to October.

Council agreed to these recommendations. Mayor Gerwig indicated any other suggestions could be brought forward at any time.

A motion was made by Vice Mayor McGovern, seconded by Councilman Napoleone, and unanimously passed (5-0), to approve the Agenda as amended.

5. PRESENTATIONS AND PROCLAMATIONS

A. LEGISLATIVE UPDATE BY CHRIS COKER AND SCREVEN WATSON

Mr. Schofield introduced the item.

Mr. Coker indicated he and Mr. Watson were going to talk about what they do as lobbyists, about what happened in the last legislative session as well as the session before, and what they foresee happening in the 2017 legislative session. He stated he and Mr. Watson have worked well as a team for a long time and they hope to represent the Village of Wellington for many years to come.

For the new members of Council, Mr. Watson explained how the process works. He stated Council has workshops and meetings with the manager and staff to review the bills being filed and the appropriation process. Then the Village provides Mr. Coker and Mr. Watson with a list of bills that need to be monitored or worked for them to either pass or fail. Meanwhile as bills or amendments pop up unexpectedly, Mr. Coker and Mr. Watson relay that information back to staff to see how it will affect the Village. Mr. Watson stated this process has worked very well.

Mr. Watson spoke about the last two legislative sessions. He stated in 2015 the House and Senate did not get along, so it was very contentious and not much got done. He said in 2016, the last session, the tone was "can't they just all get along." He indicated in the very first week of session, the two most important bills that had died in 2015 were passed. He stated Speaker Chrisafulli's water bill, the first comprehensive water policy in Florida, and President of the Senate's priority of developmentally disabled children, education funding and others were passed as well. Mr. Watson also reviewed some of the unfunded mandates and bills that did not pass.

Mr. Watson expected a huge turnover in the Florida legislature in 2017, because of the term limits and every Senator being up for re-election. He said there will be more than twenty new members of the Florida Senate and as few as three of the fourteen members in the Democratic caucus can come back. He noted the Republicans will have the same numbers. He indicated the House will have forty-three new members and the freshman class of the democratic caucus will have twenty new freshmen. So there was going to be a lot of new people and a lot of changes, which is good and bad. He said it will be good because of the fresh ideas and new energy, but it will be bad because of the loss of institutional knowledge and the need to re-educate.

For 2017, Mr. Watson predicted that the presiding officers, President Negron and Speaker Corcoran would wield unusual power and what is important to them would rule the day. He stated the Speaker is very conservative, free market oriented, into fiscal responsibility, and for transparency in government. He speculated they will be seeing disclosures for elective officials and lobbyists as well as more information on the web in terms of budgetaries, contracts or RFPs. He stated the President of the Senate is going to be very focused on the estuaries, as he is from Martin County. Mr. Watson noted there have been a lot of comments about water flow and land acquisitions.

Mr. Watson believed the other issues would be Zika, workers' compensation and Amendment 1. He explained Amendment 1 was implemented last year, but people are getting suspicious of

how that money is going to be allocated. As such, he thought they were going to see some geographic wars. He stated they will continue dealing with health care funding, as it is a huge part of the budget, as well as discussing transportation appropriations.

Mr. Watson mentioned water is always discussed in their conversations with Mr. Schofield. He stated they will be having a dialogue about monitoring the water bill that was passed. He said with Wellington's proximity to the water conservation area, the estuaries and the Everglades Agricultural Area as well as its own water and plumbing issues, it is important that Mr. Coker and Mr. Watson remain a part of these conversations. He stated they needed to be partners and players in this discussion with legislation and budget requests.

Mr. Coker indicated the appropriations process is tricky in the State of Florida. He stated there is a lot of infrastructure to maintain and it comes at a high cost. He said in 2016, the legislature passed a record \$82 billion budget: 24% healthcare, 23% education, 10% transportation, 6% pension, 9% safety and protection, and 17% for everything else. He explained the importance of his and Mr. Watson's jobs is to help the Village make the best decisions possible, give good advice, and manage expectations when it comes to certain projects. He mentioned the Governor vetoed \$451 million in projects the year before and he is going to do the same in the next session. Thus, hometown projects will not stand a chance.

Mr. Coker stated he would like to hear Council's ideas on some appropriation projects. He suggested they think on a larger scale and move away from the local projects. He said they could try getting some appropriation funds for infrastructure or water projects with their big partners like the Water Management District or Palm Beach County. Mr. Coker stated he and Mr. Watson were there to help the Village make smart decisions about what they want to go after. He said they were available anytime to discuss how the process works.

Mayor Gerwig thought the Governor needed a fantastic water project to put a feather in his cap to show that he is following through on that effort. She thought it was important and something that might work regionally.

Councilman Drahos asked if sober homes might be discussed in the next session. Mr. Watson stated over the past couple of years sober homes have been a priority of Senator Clemens and it has been discussed at every session. However, Mr. Watson did not think the two presiding officers were going to spend much time on issues they believed were dead on arrival.

Mayor Gerwig indicated the Village has been working with Lois Frankel at the federal level on this as well to get some clarification. Mr. Watson indicated sometimes it takes three or four years in Tallahassee to work through the process. Mr. Coker explained when there is a new concept, something that has not been floated around in past years, it has to be addressed from the ground up. Mr. Watson mentioned the Palm Beach County Delegation has been in the lead on the sober home issue. Mayor Gerwig indicated they got something started on a voluntary basis for registration and compliance. Vice Mayor McGovern asked Mr. Coker and Mr. Watson to keep an eye on this issue, as it is something the Council and the residents are concerned about.

Vice Mayor McGovern asked about the Constitution Revision Commission. Mr. Watson explained the Governor has the control, as he makes most of the appointments for the 25 members, plus a Chair. He said the Speaker and the Senate President make the rest of the appointments, along with the Chief Justice of the Supreme Court. He stated a lot of people

have not focused on the Constitution Revision Commission, but that is where a lot of change, good, bad or indifferent, can happen.

Mr. Watson mentioned there is a lot of speculation that this Governor and two presiding officers, and the people they appoint, are going to be very active. He stated he and Mr. Coker will be monitoring the situation.

Council thanked Mr. Coker and Mr. Watson for their presentation.

6. CONSENT AGENDA

- A. 15-1020** AUTHORIZATION TO UTILIZE AN EXISTING NATIONAL COOPERATIVE PURCHASING ALLIANCE (NCPA) CONTRACT, AS A BASIS FOR PRICING, WITH MUNICIPAL CODE CORPORATION, INC. (MCCI) FOR LASERFICHE DOCUMENT MANAGEMENT ANNUAL LICENSING, MAINTENANCE AND SUPPORT
- B. 15-1023** AUTHORIZATION TO AWARD A SOLE SOURCE CONTRACT FOR THE PURCHASE OF BADGER WATER METERS AND COMPONENTS
- C. 16-0358** RESOLUTION NO. R2016-59 (AGREEMENT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS FOR THE PROVISION OF INMATE LABOR FOR MAINTENANCE OF THE WELLINGTON ENVIRONMENTAL PRESERVE AT THE MARJORY STONEMAN DOUGLAS EVERGLADES HABITAT):
A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING AND AUTHORIZING THE MANAGER OR DESIGNEE TO EXECUTE THE CONTRACT WITH THE FLORIDA DEPARTMENT OF CORRECTIONS TO PROVIDE FOR THE USE OF INMATE LABOR IN WORK PROGRAMS WITHIN THE WELLINGTON ENVIRONMENTAL PRESERVE AT THE MARJORY STONEMAN DOUGLAS EVERGLADES HABITAT; AND PROVIDING AN EFFECTIVE DATE.
- D. 16-0362** RESOLUTION NO. R2016-61 (REGULAR COUNCIL MEETING SCHEDULE):
A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING A SCHEDULE FOR REGULAR COUNCIL MEETINGS FOR 2016/2017; AND PROVIDING AN EFFECTIVE DATE.
- E. 16-0363** RESOLUTION NO. R2016-60 (ANNUAL LISTING OF PROCLAMATIONS):
A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE MAYOR TO EXECUTE CERTAIN PROCLAMATIONS FOR FISCAL YEAR 2016/2017; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield indicated no comment cards were received from the public on the Consent Agenda. He stated staff recommended approval of the Consent Agenda as amended.

A motion was made by Vice Mayor McGovern, seconded by Councilman Drahos, and unanimously passed (5-0), approving the Consent Agenda as amended.

7. PUBLIC FORUM

Mayor Gerwig indicated one comment card was received from the public.

1. Francis Brousseau, 11361 Pine Valley Drive, Wellington. Mr. Brousseau stated he has lived at this address for 36 years. He indicated a while back they had a walking tour through his neighborhood with a code enforcement officer and a police officer. He stated he voiced his concern about people not cleaning up after their dogs, but code enforcement indicated it might be a budget issue. Mr. Schofield stated Mr. Barnes will get with Mr. Brousseau to address this issue.

8. PUBLIC HEARINGS

- A. 16-0344** ORDINANCE NO. 2016-12 (BED AND BREAKFAST ZONING TEXT AMENDMENT):
 AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, PROPOSING A ZONING TEXT AMENDMENT (PETITION NUMBER 16-010/2016-001ZTA) AMENDING SECTION 6.4.4.20 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS; AMENDING SECTION 6.10.7.B.4 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item. Ms. Callovi read the Ordinance by title.

Mr. Basehart explained this Ordinance modifies two sections of the zoning code. He stated section 6.4.4.20 of the Land Development Regulations regulates bed and breakfast (B&B) facilities in all areas of Wellington not within the Equestrian Overlay Zoning District (EOZD). He said section 6.10.7.B.4 is the portion of the code or EOZD Ordinance that contains the B&B provisions.

Mr. Basehart reviewed the amendments that are being proposed:

1. Development Review Committee (DRC) approval for B&B facilities, which is currently regulated by special use permit issued by an individual staff member. The DRC consists of members from all of the relevant departments.
2. Minimum requirement of two acres, as there is no requirement currently. Any property in Wellington that meets the other criteria would be eligible to have a B&B. The current requirement in the EOZD is three acres and staff is proposing to reduce it to two acres to make it consistent across the board.
3. Regarding guest rooms, staff is recommending the same number in the EOZD as in the balance of the community. A minimum of two acres but less than five acres would be limited to five bedrooms or five rooms for rent, but it could go up to eight rooms. Mr. Basehart explained currently in the EOZD and the other areas, the limit is five rooms. He said it was suggested the reason there are no B&B facilities is because the limit on the number of rooms that could be rented does not make it feasible. He reminded Council a private application was submitted and the original request for ten rooms over the course of the review of the proposal has been reduced to eight maximum. He indicated a provision was added that allows for alterations to the structures. He said, generally speaking, the B&B facilities are conversions of homes for that use and, if the homes are more than a few years old, there are no ADA requirements. However, staff believes that ADA requirements should be met if people are going to begin using it as a B&B. He stated what has been written into the code "at least

one sleeping room for rent and one bathroom would have to meet handicap requirements, in terms of access, door widths, etc.” would apply to all B&B facilities.

4. Signage limitations would be somewhat more restrictive. Currently, the code says a sign is allowed with a B&B if a variance is obtained from the Board of Adjustment (PZAB). Mr. Basehart noted this does not include any size limitations. Looking at these types of facilities in the county and in the area, most B&B's have very small, non-obstructive signs, so the limit would be four square feet or two feet by two feet. He stated all they would be able to announce is the name of the B&B facility.

For the record, Mayor Gerwig stated they discussed the lighting issue at yesterday's Agenda Review. Mr. Basehart indicated staff would have a change drafted for second reading that limits the signs to up-lighting with no internal lighting allowed. He noted neon lights were not allowed anywhere in the Village.

5. There are currently no requirements in the code for public water and wastewater. Mr. Basehart said staff was proposing language that basically requires the B&B facilities to be connected to public water and sewer if it is available. He said no facility can operate on well and septic unless approved by the Village Engineer. He indicated the Palm Beach County Health Department was added because it is the agency that approves that.
6. A thirty day limit on any individual stay, based on input received from Council.
7. There are currently no specific parking requirements for B&B facilities. Mr. Basehart stated staff was requiring the normal two spaces that would be required for any single family home. He recalled from the latest amendments to the parking ordinance, when a single family home has more than four bedrooms, one additional parking space is required for each additional bedroom. He stated that will continue to be the case, plus one parking space will be required for every room for rent.
8. For B&B facilities within the EOZD, the stalls can only be rented to the people who are staying at the facility and the barns will be required to provide separate parking in accordance with the normal parking requirements for barns. Mr. Basehart stated no tents or temporary stabling would be allowed.
9. For properties within the EOZD, there will be a separation requirement of one quarter mile. Mr. Basehart indicated the B&B facilities will have to be within one quarter mile from a collector or arterial road and not located deep in residential communities. He noted the code currently had a separation requirement of 1320 feet, which has not been changed.

Councilman Napoleone stated the separation requirement for the B&B facilities outside the EOZD was also added, as it does not currently exist. He said the one quarter mile separation helps to eliminate a row or cluster of B&B facilities.

Mr. Basehart showed Council a map of the areas that would be eligible for consideration of B&B facilities. He said the map does not reflect the separation requirements, so the number would be much smaller.

Mayor Gerwig noted some of the properties are within Property Owners Associations (POA), where B&B's or commercial activity of any kind is not allowed. Ms. Cramer noted the map just indicates those properties within the EOZD that are over two acres and within so many feet of an arterial road. She stated if they applied what staff was proposing in the code with the separation requirements, it would be less than what appears on the map and then they would have to subtract any of those properties that may have other restrictions that the Village does not enforce. Mr. Basehart stated that would also include any communities after today that adopt such requirements or form POA's.

Mr. Basehart stated staff's recommendation was for approval of the ordinance with the changes that have been made and discussed. He indicated the Equestrian Committee suggested that the B&B facilities should be conditional uses and have to come to Council. He said the Planning, Zoning and Adjustment Board (PZAB) did not support that recommendation and wanted to make sure the separation requirement remained in the code. He stated the original proposal was for eight bedrooms to be allowed on any property eligible for a B&B facility. He said PZAB initially recommended it be limited to five rooms under five acres and eight rooms over five acres. He stated PZAB recommended approval by a 5-1 vote.

Councilman Napoleone thanked staff for all their time and effort as well as the Equestrian Preserve Committee (EPC) and PZAB for reworking this and coming up with a good solution.

Councilman Napoleone asked why the requirement for being one quarter mile off a collector road in the EOZD did not apply outside the EOZD. Mr. Basehart believed in reality, with the two acre minimum, there were very few places outside the EOZD where B&B facilities could meet the eligibility requirements.

Mayor Gerwig asked if combining two, one acre lots would meet the two acre requirement. Ms. Cramer stated the requirement would be met if the lots were unified.

Councilman Napoleone thought originally, in the EOZD, the B&B had to be on a collector road, but it was then realized there was really nowhere to put a B&B on a collector road, because there was no entrance. So it was decided that B&B facilities could be set off of a collector road, but no more than one quarter mile away to limit the traffic through residential areas. He asked if Council wanted that same one quarter mile requirement in their residential communities, as it was not included in what was before them tonight.

Councilman Drahos was pleased with the evolution of this ordinance, as they were tightening up the restrictions.

Councilman Drahos asked Council if they wanted to discuss the owner/operator a bit more to give staff some guidance. Ms. Cohen stated she looked at some other ordinances in the state and they all restrict B&B's to owner/operator facilities, but they do not provide a particular definition of owner/operator nor do they discuss if the owner is a corporate entity. She said, in thinking about this, the Village could not say that the owners could not take advantage of the corporate form of ownership for property, and many properties in the Village are owned by a corporate entity. She stated the Village could perhaps require an affidavit from the property owner or an authorized corporate representative stating that the individual residing on the property and operating the B&B is a 25% owner. She said it could be the managing member if it is an LLC or the general partner if it is a limited partnership. She explained if that general partner is a corporation, then they are left with the officers and directors. She stated the owners of that corporation actually are the shareholders, but the shareholders act through their board of directors. She thought that might be why some of the ordinances she researched in other areas of the state did not actually define the term owner/operator. As a practical matter, she believed the Village was not going to have any C corporations, because typically the ownership is in an LLC. She said she has seen many ownerships and limited partnerships, but she thought requiring an affidavit would go a long way towards ensuring that someone with an interest in the corporate entity was actually running the property and living there. She also thought that could be addressed through the DRC process.

Councilman Napoleone thought Council's concern was having these B&B facilities become

commercial projects run by absentee owners, as traditionally B&B's are run by people who live on the property and service it. He stated if the owners of the property want to turn it into a B&B and want to form a corporation to protect themselves from liability that was fine, as long as they are the owners of that company or LLC. However, he suggested they avoid having someone with a 1% ownership interest just to satisfy the requirement of being an owner, because then it really is a corporate entity being run somewhere else.

Ms. Cohen thought this is where an affidavit would come into play and require a 25% ownership interest. She did not know how to do it any other way, because if the Village starts to require partnership agreements and the like, they will be subject to public records and it will become very burdensome. She is not sure if this is where they want to go. However, she also did not know if it was going to become an issue, because she did not know how many properties, people or entities were looking to establish B&B facilities. She said it has never been an issue before, and the Village has had looser restrictions than would be in place if this ordinance is passed on second reading. She thought, through the affidavit and the DRC process, they could add an intent section to the ordinance to clearly state its intent.

Councilman Drahos expressed concern that this did not turn into a large corporate, business type of environment. He asked if the intent section could have some language to that effect. Ms. Cohen thought that could be done, but she did not think they could prohibit any particular form of corporate entity from actually owning and operating a B&B. She stated they could also add a requirement to the ordinance that would require an affidavit complying with the intent section. Ms. Cohen indicated she would work with Planning to draft the language.

Mayor Gerwig mentioned she asked Ms. Cohen and staff to research how other cities have managed this issue. Ms. Cohen stated Fernandina Beach's definition of B&B is an owner/occupied residence offering guest rooms and abbreviated breakfast service. She said they do not define what owner/occupied means. She stated B&B's are allowed in high density residential, in the old town historic district, and in the multiuse and central business areas.

Ms. Cohen stated St. Augustine defines a B&B as being a building or part thereof of at least 50 years old or older, other than a hotel, motel or inn, where sleeping accommodations and meals are provided for lodgers by daily charge and which also serves as the residence of the operator or owner. All such establishments must be furnished with period antiques or reproductions that maintain a historic ambiance. She indicated their definition for operator is any person who has charge, care or control of a building or part thereof in which dwelling units or rooming units are let. She said they define owner to be a person who or entity which alone, jointly or severally with others or in a representative capacity, including without limitation an authorized agent, attorney, executor, personal representative or trustee who has legal or equitable title to any property in question or a tenant if the tenancy is chargeable under the lease for the maintenance of the property. She thought that was a very broad definition. She indicated St. Augustine permits B&B's as a conditional use in a medium density residential area, a high density residential area, and then it is a permitted use in a commercial district.

Ms. Cohen stated Melbourne does not define a resident owner, but they require a resident owner. She said they allow B&B's in one, two and multifamily dwelling medium density districts and multifamily dwelling high density districts, and in residential professional districts. She stated it varies from community to community, and she thought it depends on the particular nature of that community as to where they think that it is appropriate. She thought this was something this Council had to determine – does this ordinance limit B&B facilities to the appropriate areas.

Councilwoman Siskind thought they could add something if they wanted added protection. She reminded them that these changes were prompted by a private application for something that already exists and can be done. She stated the ordinance adds a lot of extra restrictions on what can currently be done which is a good thing. She thought with the parking space restrictions, the setbacks and the distance between them, it would be hard to find an area that would meet all of the requirements. Therefore, they were not going to find commercialization or a big cluster of B&B's. She was comfortable with adding something in, but she also felt this ordinance is very well thought out and puts a lot of restrictions on where B&B's can be located and how they can be operated.

Mayor Gerwig thought the only thing more permissive than before was the number of rooms. She stated they were not looking at that to make this a viable business, as that is not their goal or business as Council. She said they recognize it is probably not going to happen, except under unique circumstances. She liked the idea that barns will be allowed, because that caters to the equestrians. She stated they did not want every home in every neighborhood to turn into a small business. However, she thought they had a unique environment here and this could be a good niche market that could benefit the community. She said that was their goal.

Mayor Gerwig thought for a first reading, they were in pretty good shape. Councilman Drahos agreed. However, he wanted to clarify they went to eight bedrooms and increased the acreage to five acres, which severely limits the areas for B&B's. Mayor Gerwig indicated it would be a nine bedroom house, and they already have nine bedroom homes in plenty of places in Wellington. Councilwoman Siskind stated ten parking spaces would be needed. Vice Mayor McGovern indicated more parking spaces would be required if they had a barn.

Mayor Gerwig wanted to make sure everyone had enough time to weigh-in on this, because it impacts the whole community. Mr. Schofield stated staff could bring it back to Council the second meeting in September instead of the first meeting. Mayor Gerwig stated she would rather do that, as she wanted to address the issue with the grooms' quarters, parking for the grooms' quarters, and stabling/parking requirements.

Vice Mayor McGovern thought they needed to discuss how all of these things were going to fit together as well as the lighting of the sign, as they need to have the actual text/language for that. He said they also needed an affidavit and an intent section.

Mayor Gerwig asked if it was significant enough to table it and bring it back rewritten for first reading. Ms. Cohen stated it was only required to be advertised once, even though they almost always advertise twice. She thought if they advertise it again with the correct title, it would satisfy the requirement.

Public Hearing

A motion was made by Vice Mayor McGovern, seconded by Councilman Drahos, and unanimously passed (5-0) to open the Public Hearing.

There being no public comments, a motion was made by Councilman Drahos, seconded by Councilman Napoleone, and unanimously passed (5-0) to close the Public Hearing.

A motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0) to approve Ordinance No. 2016-12 on first reading.

Mayor Gerwig announced they were requesting the public's input before the second reading.

B. 16-0371 ORDINANCE NO. 2016-20 (BUILDING HEIGHT ZONING TEXT AMENDMENT [ZTA]):
AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 6.10.6-TABLE B OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO THE DEVELOPMENT STANDARDS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item. Ms. Callovi read the Ordinance by title.

Mr. Basehart stated this amendment grew out of a discussion with a property owner looking to construct a home and have a design feature that exceeded the height limit. He said the home itself was at the height limit and the feature would beneficially affect the appearance of the building, but it was not allowed. He indicated this ordinance amendment would be limited to the EOZD and limited to properties at least five acres in size, which is ample room for someone to install a feature to enhance the appearance of their home. He stated it was only for residential buildings, so they could enhance the appearance of their homes without negatively affecting the surrounding properties. He noted staff also added a provision so that anyone taking advantage of this opportunity would be required to increase the setback by an additional foot from minimum setback lines for every additional foot in height the feature is over 35 feet. He said it would be limited to a maximum height, with the extension, of 50 feet. He thought this was a beneficial change that allows some design flexibility and allows people to build structures to enhance the appearance of their homes.

Mr. Basehart stated staff believes it is a good change and is recommending approval. He indicated the change was reviewed and passed unanimously by the EOZD, and PZAB unanimously recommended approval at their last meeting as well.

Mayor Gerwig asked if there was any architectural review of this feature as a part of the process. Mr. Basehart stated there was not. He said they were only allowing the additional height on a portion of the residential structure. Mr. Schofield stated the limitation is geared towards the percentage and not the precise location.

Mayor Gerwig asked what percentage allowed for a feature over 35 feet. Mr. Schofield indicated it was 20% of the maximum floor area or as otherwise provided in the current valid development order, so there is a limitation on how big the architectural feature can be. Mr. Basehart stated it was originally 10% of the roof area, but it was changed to 20% for the larger lots. Mr. Schofield recommended they go back to 10%.

Vice Mayor McGovern asked if 10% was for one feature. Mr. Schofield stated it could be multiple features, but they could not in aggregate exceed 10%.

Vice Mayor McGovern asked if 10% of the aggregate was sufficient. Mr. Schofield believed it was, because many of the unit sizes are in excess of 5,000 square feet. He said 10% is 500 square feet, which is 10 x 50, a pretty big structure. He stated the number could be different. But he thought there should be a limitation, because it is an esthetic feature and not a habitable feature.

Mayor Gerwig stated she would like to see this requirement if Council was amenable. Ms. Cramer indicated it would be added to the ordinance under the following standards as item E.

Vice Mayor McGovern asked if this only applied to properties over five acres in the EOZD and to non-habitable space. Mr. Basehart stated that was correct.

Councilwoman Siskind noted this was geared for new construction, so a neighbor was not going to put a silo on their house. She said PZAB approved it 6-0 and staff approves it. She stated she was okay with it if they made that one change. Vice Mayor McGovern indicated the EPC approved it as well.

Public Hearing

A motion was made by Vice Mayor McGovern, seconded by Councilman Napoleone, and unanimously passed (5-0) to open the Public Hearing.

There being no public comments, a motion was made by Councilman Napoleone, seconded by Councilman Drahos, and unanimously passed (5-0) to close the Public Hearing.

Mr. Schofield indicated the amendment is to add the 10% of the total roof area limitation to the architectural feature or features. Mayor Gerwig stated the final verbiage will be in the second reading at their next meeting.

A motion was made by Vice Mayor McGovern, seconded by Councilwoman Siskind, and unanimously passed (5-0) to approve Ordinance No. 2016-20 on first reading as amended.

8. REGULAR AGENDA

- A. 15-1102** RESOLUTION NO. R2016-19 (PALM BEACH COUNTY SHERIFF'S OFFICE DISTRICT 8 WELLINGTON FY2016 BUDGET AND CONTRACT ADDENDUM):
A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO EXECUTE THE SECOND ADDENDUM TO THE LAW ENFORCEMENT SERVICES AGREEMENT WITH THE PALM BEACH COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item. Ms. Callovi read the Ordinance by title.

Mr. Schofield stated a total dollar amount of \$8,811,627.00 has been included in the budget. He said it represents a 2% increase or \$167,876.00 in last year's cost and reflects two additional deputy sheriffs whose primary function will be commercial vehicle enforcement at a cost of \$249,938.00. He indicated these deputies were added at the request of staff and not PBSO, to deal with the numerous complaints about commercial vehicles. Mayor Gerwig noted the deputies were also for the Aggressive Driving Task Force. Mr. Schofield stated staff was recommending approval of this contract as presented.

Mayor Gerwig acknowledged a lot of residents have been asking for the commercial vehicle patrols. She said commercial vehicles have the right to come through the Village if they are serving Wellington. Councilman Napoleone stated the commercial officers will be able to pull

over vehicles without a traffic incident to see if they have a Wellington destination or are just passing through. Mayor Gerwig indicated these officers will also have the ability to check the vehicle's equipment, so the added deputies will be increasing their safety as well.

Mr. Schofield explained a regular road patrol can pull a commercial vehicle over if there is a traffic infraction or if something is clearly wrong with the vehicle, but they cannot pull trip tickets like the commercial deputies. He said the deputies will concentrate on Binks, the Aero Club and Greenview Shores, as a lot of complaints have come from these areas.

Ms. Cohen noted the vehicles travel faster than the posted speed limit. Mr. Schofield thought that was one of the most prevalent complaints.

Mayor Gerwig indicated no comment cards were received from the public.

A motion was made by Councilwoman Siskind, seconded by Vice Mayor McGovern, and unanimously passed (5-0) to approve Resolution No. R2016-19 as presented.

B. 16-0299 RESOLUTION NO. R2016-53 (PALM BEACH COUNTY SHERIFF'S OFFICE VILLAGE OF WELLINGTON LAW ENFORCEMENT SERVICES PLAN [LESP] FOR FY17):
A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING THE LAW ENFORCEMENT SERVICES PLAN [LESP] FOR FISCAL YEAR 2016-2017; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the item. He stated as part of the Sheriff's Office contract, they are required to present a Law Enforcement Services Plan (LESP). He said Captain Silva was there to make that presentation. He indicated the service plan has been reviewed and is consistent with the budget and consistent with the goals and objectives laid out.

Captain Silva thanked Council for the passing the budget. He stated today he was going to talk about the Uniform Crime Report, which is released by the Florida Department of Law Enforcement which is like a grade report for the way reported crimes have gone for the first six months of this year. He said he was also going to discuss the Law Enforcement Service Plan, which is basically a blueprint going forward for FY 2017.

Captain Silva stated the crime index and reported crimes in the Village of Wellington for the first six months of this year, versus first six months of 2015, is down 26.8% overall. He said burglaries for the first six months of the year have held about the same, from 58 to 59. He indicated robberies went up to 12 in the first six months of this year, but most of those were cell phone thefts by juveniles who knew each other. He stated about 70% of those cases were cleared. He said arrests are down 31.8%, to 298 from 437 last year, in both juvenile and adult categories.

Captain Silva stated the Village was credited with one homicide in the first six months of this year. He could not tell them much about it, as it is an active investigation. However, he indicated the victim is not from Wellington and they are very confident it did not occur in Wellington, but the Village is credited with the homicide because the victim was left on Flying Cow Road.

Captain Silva noted rape/forcible sex offense is down 46.7% and aggravated assaults are down. He stated larceny overall is 33% down and shoplifting is down as well, from 145 to 134 this year. He said vehicle burglaries are down significantly, almost 50%, from 2015. He stated vehicle theft

remains the same, at around 50, for the first six months of this year. Mayor Gerwig asked Captain Silva to provide her with how many of the vehicle thefts have been cleared.

Regarding crashes in June 2016, Captain Silva stated they looked to see if there was a correlation between the crashes and traffic enforcement being down. He said the analysis revealed that there were 107 cases for that month and 41 of those occurred on Forest Hill and/or 441. He thought a lot of it was due to distracted driving. He stated 15 cases occurred at the mall and others are happening in remote areas and parking lots. He believed the take away was that enforcement needed to be focused on Forest Hill and 441, which is already taking place. Captain Silva noted when the two new commercial motor vehicle deputies are not looking at illegal waste disposal and dealing with commercial motor vehicles, they will be enhancing their traffic enforcement initiatives.

Councilman Napoleone asked about the traffic around the schools. Captain Silva stated the first two weeks is challenging, but as time goes on it self-corrects because people decide to carpool or let their kids walk to school to avoid all of the traffic. He said his deputies are enforcing the areas, giving warnings and writing tickets if needed.

Captain Silva addressed the Law Enforcement Service Plan. He stated his team will focus on juvenile crimes, reducing property crime, and traffic safety. He indicated part of the strategy is to augment the juvenile arrests, teach the road patrol best practices, work with the State Attorney's Office, and learn to put the best cases together evidence wise. He stated reducing the property crime deals with covert operations and the key to reducing the traffic crashes is continued enforcement. Captain Silva hopes he will be able to show that the trends have continued to go down in these categories when he returns to report on the full year.

Mayor Gerwig asked if there were any mental health initiatives. Captain Silva indicated that PBSO has a unit that does exclusively mental health evaluations. He stated when the unit is notified, they start the intervention and deal with the issue.

Mayor Gerwig asked about the opioid situation. Captain Silva stated it is a huge problem in Wellington as well. He hoped throughout the school year to bring in NOPE (Narcotics Overdose Prevention Education), as their programs are amazing and very compelling. He said the key was to be on top of the juveniles, because that is where the bulk of these problems are occurring.

Council thanked Captain Silva and his team for all that they do for Wellington and its residents. Captain Silva thanked Council as well. He said the Village had a great manager and Council, and his team of deputies were doing the best they could for Wellington.

For the record, Mr. Schofield stated as they listen to these conversations every year residents can get the idea that there is a crime problem. He said it is not that Wellington has no crime, but that it has very low crime. Looking at the auto thefts, burglaries and violent crime, he indicated each of those categories have around 50 cases or incidents per. To put that into perspective, he said that is one case per 1,220 residents, a little less than 1/10 of 1%. Looking at the juvenile crime, he stated the number of juvenile arrests is also right around 50. Mr. Schofield thanked Captain Silva and his staff for their efforts.

Captain Silva stated 5% of the population causes 95% of the problems, so they have to focus on that 5%. He said the programs that monitor people and do surveillance add a lot of value.

A motion was made by Councilman Napoleone, seconded by Councilwoman Siskind, and

unanimously passed (5-0) to approve Resolution No. R2016-53 as presented.

9. PUBLIC FORUM

Mr. Schofield stated no comment cards were received for the Public Forum.

10. ATTORNEY'S REPORT

MS. COHEN: Ms. Cohen had no report.

11. MANAGER'S REPORT

Mr. SCHOFIELD: Mr. Schofield presented the following report:

- The next regular Council Meeting will be held on Tuesday, September 13, 2016, at 7:00 p.m. in the Council Chambers.
- He reminded Council that Village offices will be closed Monday, September 5, 2016, in observance of Labor Day.
- He announced the 9/11 Ceremony will take place at the Patriot Memorial on Sunday, September 11th, and the guest speaker will be Mark Harris. He noted the time of the event is still being worked out and will be posted on the website.

12. COUNCIL REPORTS

COUNCILWOMAN SISKIND: Councilwoman Siskind presented the following report:

- She hoped everyone had a great start to the new school year. She thought traffic was pretty manageable, even though it is a lot heavier. She thanked the Sheriff's Office and Village staff for identifying the problem areas and concentrating their efforts there. She also thanked everyone for obeying the school zones and looking out for the kids.
- She reported she had attended the Wellington High School staff meeting, which was also the Central Region Meet and Greet. She said Mayor Gerwig spoke at that meeting as well as School Board member Marcia Andrews and the Central Region Superintendent Dr. Rodriguez who spoke about plans for the upcoming school year. She stated she looked forward to working with all of them, as there are a lot of new people in the district and a lot of great things coming their way.
- She stated Council attended the League of Cities convention over the weekend, and it was their first time attending except for Mayor Gerwig. She explained the League of Cities is an organization and resource for municipalities and public servants. She said she found it very interesting. She stated the focus of this year's convention was on how cities can work together and make the State of Florida stronger. She thought the sharing of ideas and resources to help other cities was definitely the message.
- She mentioned that early voting started in Palm Beach County on August 15th and ends August 28th. She encouraged people to vote in the Primary Election on August 30th. She noted the League of Women Voters has great information on where the candidates stand on issues and where to vote.
- She stated "Coffee with the Village Manager" was scheduled for Thursday at 8:00 AM at Wellington High School. She thought it was important to engage their young people in local government and this was a great way to introduce that to them.
- She wished everyone a fun and safe Labor Day.

VICE MAYOR MCGOVERN: Vice Mayor McGovern presented the following report:

- Vice Mayor McGovern wanted staff to give the residents an update on the status of the major construction projects around the Village.

Mr. Barnes provided a brief update on the Fairlane Farms and Stribling traffic circle and indicated substantial completion will be 9/16/2016. He said 120th Avenue South is scheduled for final completion on 11/7/2016, but substantial completion will be 10/9/2016 when the road can be utilized. He stated the Pierson Road project remains on schedule, and he would get that date to Council tomorrow. He said the Aero Club multiuse path will be substantially completed by 12/30/2016. He stated the Forest Hill Blvd project will be substantially completed 11/29/2016. He noted this information was available on the website. Mr. Schofield explained why the Saddle Trail project is behind schedule.

- Vice Mayor McGovern brought up the issue of Zika.

Mr. Schofield indicated the front page of the Village website has a button to click to find out more information on the mosquito spraying. He also explained the process of spraying the Village neighborhoods and lakes.

- Vice Mayor McGovern indicated some storms could be potentially headed their way. He asked where residents should go to be apprised of that information.

Mr. Schofield stated that information was on the website. He said as the storms get closer it will be on Channel 18 and, if needed, they will utilize the Code Red process where people will actually receive calls.

COUNCILMAN DRAHOS: Councilman Drahos presented the following report:

- He stated he wanted to get the Boards and Committees completed, as he understands the Construction Board is still incomplete. He said several applicants had submitted applications for consideration for that Board. He indicated he wanted to appoint Mr. Donaldson to the Construction Board. Councilman Napoleone indicated he reached out to Mr. Donaldson twice and he has not heard back from him yet. Councilman Drahos asked if someone could reach out to the two applicants, confirm they are interested and get them appointed, so the Construction Board can be completed. Ms. Callovi stated she would see that this is done.

COUNCILMAN NAPOLEONE: He indicated he had no report.

MAYOR GERWIG: Mayor Gerwig presented the following report:

- Mayor Gerwig asked how residents should contact the boards and committees. Mr. Barnes stated residents could either approach the staff liaison, which are listed the website for the various committees, or the Chair will entertain any public comment at the public meetings.

Regarding the Council Meetings, Ms. Cohen explained the law requires they take public comment at some point in the decision making process, prior to the final decision. She said they typically do not take public comment at Council Workshops, but when they get to that same issue at the Council Meeting, they open it up for public comment. She stated that is why they now take public comment on the Consent Agenda, because that is the final action on that particular issue.

Ms. Cohen mentioned there was a pending lawsuit against either West Palm or the County Commission regarding public comment on the Consent Agenda, as their policy limits the speakers

to three minutes on all of the consent items as opposed to three minutes on each individual consent item. She stated the Village will need to watch and see how the court rules on this.

Mayor Gerwig stated as it stands now the Village is in compliance for public comment at the Council Meetings as well as the Board and Committee Meetings. She said she wanted to make sure Council was on the same page for having residents engage the boards and committees.

- She mentioned she was invited to the “Meeting of the Mayors” by the Mayor of West Palm Beach with Dr. Avossa. She said some members had responded saying they would come, but the Mayor indicated it was just for the Mayors.
- She indicated she is supposed to speak at the Rotary Meeting on Thursday, September 22nd, when the Mayor’s Literacy Luncheon is scheduled. She stated she will need two people to stand in for her. Councilman Napoleone and Vice Mayor McGovern indicated they could attend. Mayor Gerwig asked them to get the book and bring it back, because she wanted to read the story or maybe they could all do it together. She also stated she would like all of them to do Read for the Record.

13. ADJOURNMENT

There being no further business to come before the Village Council, the meeting was adjourned.

Approved:

Anne Gerwig, Mayor

Rachel Callovi, Clerk



Legislation Text

File #: 15-1022, **Version:** 1

ITEM: AUTHORIZATION TO UTILIZE A CITY OF PLANTATION CONTRACT, AS A BASIS FOR PRICING, WITH ALLIED UNIVERSAL CORPORATION, FOR THE PURCHASE AND DELIVERY OF SODIUM HYPOCHLORITE

REQUEST: Authorization to utilize City of Plantation contract #ITB 016-16, as a basis for pricing, with Allied Universal Corporation for the purchase and delivery of Sodium Hypochlorite in the amount of approximately \$362,600.

EXPLANATION: The Utilities Department uses sodium hypochlorite to disinfect potable water and reuse water.

The City of Plantation awarded contract #ITB 016-16 to Allied Universal Corporation for the purchase and delivery of sodium hypochlorite. The City of Plantation contract is effective from July 18, 2016 through July 17, 2017 and provides four (4) annual one (1) year renewal options. The delivered per gallon price with Allied Universal Corporation is \$0.518 for a tanker load. Staff requests authorization to utilize the City of Plantation contract #016-16 with Allied Universal Corporation for the purchase and delivery of sodium hypochlorite in the amount of approximately \$362,600.

In order to ensure the best possible price, staff compared pricing with a City of Stuart and Southeast Florida Co-Op contract and found that the City of Plantation contract provides a lower price.

No Western Community or Palm Beach County local vendor provides Sodium Hypochlorite in the quantities required.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds have been allocated in the current and proposed water operating budgets.

WELLINGTON FUNDAMENTAL: Protecting our Investment

RECOMMENDATION: Authorization to utilize a City of Plantation contract, as a basis for pricing, with Allied Universal Corporation for the purchase and delivery of Sodium Hypochlorite in the amount of approximately \$362,600.

CITY OF PLANTATION**Invitation to Bid****COVER SHEET FOR BID**

Project Title: Supply and Delivery of Sodium Hypochlorite

Mandatory Pre-Bid Meeting Yes [☐] No [☒]

If yes, Date: N/A **Time:** N/A
Location: N/A

Bid Bond Required Yes [☒] No [☐]

Performance Bond Required Yes [☐] No [☒]

Liquidated Damages Yes [☐] No [☒]

Department: Procurement Division

Contact person (contract issues): Charles Spencer

Address: 400 NW 73 Avenue, Plantation, FL 33317

Telephone: 954 [797-2647]

Department: Procurement Division

Contact Person (technical issues): Charles Spencer

Address 400 NW 73 Avenue, Plantation, Florida

Telephone: 954 [797-2647]

Today's date: May 20, 2016

Opening date: June 21, 2016

Opening time: 11:00 A.M.

[59]9001-14001

NOTICE TO BIDDERS
Invitation to Bid # 016-16

CITY OF PLANTATION
PLANTATION, FLORIDA

The City of Plantation, Florida is soliciting bids for *Supply and Delivery of Sodium Hypochlorite*. The project will generally consist of, but is not limited to, the following:

The sole purpose and intent of this Invitation to Bid is to establish a firm fixed term contract for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads to various locations throughout the City of Plantation

Proposals will be accepted until 11:00 am. on Tuesday, June 21, 2016, at City Hall, Office of the City Clerk, City of Plantation, 400 NW 73rd Ave, Plantation, Florida 33317, at which time Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

It will be the responsibility of the Bidder to insure that bids are received no later than the time indicated above. **Bids received after that time will not be considered.**

Detailed specifications containing Instructions and Bid Forms may be obtained from Charles Spencer in the Procurement Division, 400 NW 73 Avenue, Plantation or through the Plantation website of www.Plantation.org. The bid may also be obtained from the web link <http://ftp.plantation.org> or www.Demandstar.com website. All questions may be addressed in writing to the [Procurement Administrator, Charles Spencer], 400 NW 73rd Avenue, Plantation Florida 33317. [Charles Spencer] can be reached at [954-797-2647], Monday through Friday, 8AM to 4PM, Email: [espencer@plantation.org].

- [X] Proposals must be sealed and the INVITATION TO BID number and proposal title must be plainly marked on the outside of the envelope. *(check if necessary)*
- [X] Proposal Security: All Proposals shall include a surety bond in the form set forth in paragraph 6.4 (**and on the Bid Bond Form provided**) of the Instructions to Respondents. The Penal Sum of the surety bond shall be (5%) of the total proposal. *(check if necessary)*

As a further condition precedent for consideration of any bid, such Bid must strictly comply with the Instructions to Bidder as issued by the City. The City reserves the right in its sole discretion to reject any bid which does not strictly comply with said Instructions to Bidder and further reserves the right to accept or reject any bid as set forth in said instructions.

Instructions to Bidders

Invitation to Bid #016-16

1. Defined Terms:

Terms used in these Instructions to Bidders have the meanings assigned to them in the GENERAL CONDITIONS. The following terms have the meanings indicated which are applicable to both the singular and plural thereof.

- 1.1 **Bidder:** One who submits a Bid directly to OWNER, as distinct from a sub-Bidder, who submits a bid to a Bidder.
- 1.2 **Successful Bidder:** When the City utilizes an INVITATION TO BID, the award shall be made to the responsible bidder who submitted the lowest bid, taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID.
- 1.3 **Contractor:** The Bidder with whom OWNER enters into a Contract for the Work.

2. Copies of Bidding Documents:

- 2.1 Complete sets of the Bid Documents for the fee stated in the "Notice to Bidders" may be obtained from the City of Plantation – Procurement Division, <http://ftp.plantation.org> or www.Demandstar.com.
- 2.2 Complete sets of Bid Documents shall be used in preparing Bids, neither OWNER nor the CITY REP that prepared or assisted in the preparation of the Bid Documents assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents.
- 2.3 OWNER and CITY REP in making copies of Bid Documents available 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:

No bid will be accepted from, nor will any Contract be awarded to, any person or firm who is in arrears to OWNER, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to said OWNER, or who is deemed irresponsible or unreliable by OWNER. The City shall have no liability to any successful Bidder unless and until the City executes a contract with such successful Bidder.

OWNER shall also have the right, unless prohibited by law, to meet with one or more Bidder after bids are opened to ensure that all OWNER's expectations with respect to performance can be met and that the requirements and scope of the Contract Work are clearly understood.

4. Examination of Bid Documents and Site:

- 4.1 Before submitting a Bid, each Bidder(s) must (a) examine the Bid Documents thoroughly; (b) visit the site to familiarize themselves with local conditions that may in any manner affect performance, cost, progress or furnishing of the Work as required by the solicitation; (c) familiarize themselves with Federal, State, and local laws, ordinances, Florida Building Code or other applicable construction codes, rules and regulations affecting the performance, cost, progress, or furnishing of the Work; (d) study and carefully correlate their observations with the requirements of Contract Documents, and (e) notify CITY REP of all conflicts, errors or discrepancies in the Contract Documents.
- 4.2 Bidders should also note any references made to the Specifications for identification of those surveys and investigation reports of subsurface and latent physical conditions at the site or otherwise affecting performance, cost, progress or furnishing of the Work which have been relied upon by CITY REP in preparing the Drawings and Specifications, if any. OWNER will make copies of such surveys and reports, which are not bound into these documents, available to any Bidder requesting them. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Bid Documents.
- 4.3 The submission of a Bid will constitute an incontrovertible representation by the Bidder that they have complied with every requirement of this Article 4 and that the Bid Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
- 4.4 Any 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 CITY REP by owners of such Underground Facilities or others, and neither OWNER nor CITY REP assumes responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in SUPPLEMENTARY CONDITIONS.
- 4.5 SUPPLEMENTARY CONDITIONS, if any, may identify for limited reliance by the contractor certain specified technical data. These (as well as other documents) should be reviewed.

- 4.6 Before submitting a Bid, each Bidder will, at its own expense, make or obtain any additional examinations, investigations, explorations, surveys, tests and studies and obtain any additional information or data which pertains 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 their Bid price for performance and furnishing of the Work in accordance with the time, price and other terms and conditions of the Bid Documents.
- 4.7 On request in advance, OWNER will provide each Bidder access to the site to conduct 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.
- 4.8 The lands upon which the Work is to be performed, and the right-of-ways and easements for access thereto and other lands designated for use in performing the Work are identified in the Bid Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment or construction operations are to be provided by the CONTRACTOR.

5. Interpretations and Addenda:

All questions about the meaning or intent of the Bid Documents shall be submitted to CITY REP in writing, with a copy to OWNER. Interpretations or clarifications considered necessary by CITY REP in response to such questions will be issued by Addenda mailed or delivered to all parties and recorded by OWNER'S Purchasing Department as having received the Bid Document. Questions received less than ten (10) days prior to the date for opening of Bids will be answered at the option of the OWNER. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event of conflict between the Notice to Bidders and the terms written within the Scope of Services and/or Specifications contained within Bid documents, the terms within the Scope of Services and/or Specifications shall control.

6. Bid Security:

- 6.1 A bid bond [X] is [] is not required for this bid. The amount and type of Bid Security is stated in the "Notice to Bidders" where required. The required security must be in the form of a certified or bank issue cashier's check made payable to City of Plantation or bid bond by a surety licensed to conduct business in the State of Florida and named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, United States

Treasury Department. The form of the bid security is set forth in paragraph 6.4

- 6.2 The Bid Security of the Successful Bidder will be retained until such successful Bidder and the OWNER have executed the Agreement and furnished the required insurance and Contract security [for performance and payment obligations (i.e., the public construction bond), whereupon it will be returned. If Successful Bidder fails to execute and deliver the Agreement and furnish the required Contract Security and insurance coverages within fifteen (15) calendar days of the later of a Notice of Award or demand to execute contract, unless such deadline is extended by the OWNER, the Bid Security of that Bidder will be forfeited.
- 6.3 The Bid Security of any Bidder whom OWNER believes to have a reasonable chance of receiving the award may be retained by OWNER until earlier of the seventh calendar day after the executed Agreement is delivered by OWNER to CONTRACTOR and the required Contract Security and insurance is furnished, or the ninety-first (91st) day after the Bid opening. Bid Security of other Bidders will be returned within twenty-one (21) calendar days of the Bid opening.
- 6.4 The Bid Bond or security shall contain the following language:
“Now, therefore, if the Owner shall accept the Bid of the Contractor and the Contractor shall enter into a Contract with the Owner in accordance with the terms of such Bid, and give such Public Construction, Performance and Payment Bond or Bonds as may be specified in the Bid or Contract Documents with good and sufficient surety acceptable to the Owner, and furnish insurance coverages to Owner as required by the Contract Documents then this obligation shall be null and void, otherwise Surety shall pay over to the Owner immediately the full penal sum of this Bid Bond upon demand. The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety shall not be impaired or affected in any way by any extensions of the time within which the Owner may accept the Bid of the Contractor and said Surety does hereby waive notice of any such extension.”

7. Contract Time:

The number of calendar days within which the Work is to be completed is specified in Article 3 of the Agreement. *[The initial term of this contract will be for one (1) year with an option to renew for four (4) additional one (1) year time periods for a cumulative total of five (5) years. Prices shall remain firm for the initial one (1) year period. At the beginning of each of the four (4) additional years of the initial term, and at the commencement of each of the four (4) one- year renewal options, the City may consider a single annual price adjustment to the unit price of each item based on the U.S.Department of Labor, Bureau of Labor Statistics, Consumer Price Index*

(CPI-U, All items, Not Seasonal Adjusted (NSA). The website is <http://www.bls.gov/cpi/home.htm>. At the City's sole discretion, the annual adjustment shall be calculated by using the appropriate annual percentage s provided by the Bureau of labor Statistics not more than 120 days nor less than 30 day prior to the first day of each one year period of this contract. (Increase shall not exceed 3% of the consumer price index or whichever is lower). Prices may be adjusted upward or downward based on the CPI.]

8. Subcontractors, Suppliers and Others:

- 8.1 OWNER requires the identity of major Subcontractors working on the project and Suppliers of unique material or products to be submitted to OWNER in advance of the Notice of Award the apparent Successful Bidder. Any other Bidder requested by City in writing will, within seven (7) calendar days, submit to OWNER a list of all Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for portions of this Project. An experience statement shall accompany such list with pertinent information as to similar projects and other evidence of qualifications for each identified Subcontractor, Supplier, person and organization.
- 8.2 If OWNER or CITY REP after due investigation has reasonable objection any proposed Subcontractor, Supplier or other person or organization, may before giving the Notice of Award request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price. If the apparent Successful Bidder declines to make any such substitution, OWNER may award the contract to the next lowest Bidder whose bid is determined to be the most advantageous to the City taking into consideration the evaluation factors and criteria set forth in the INVITATION TO BID or the code if none are provided in the INVITATION TO BID that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. The Bidder declining to make requested substitutions would not constitute grounds for sacrificing the Bid Security of any Bidder.
- 8.3 No Bidder shall be required to employ any Subcontractor, other person or organization against whom Bidder has reasonable objection.

9. Bid Form:

- 9.1 The Bid Form is included with the Bid Documents; additional copies may be obtained from the Purchasing Division at the reproduction cost of \$.25 per page.
- 9.2 All blanks on the Bid Forms must be completed in ink or by typewriter and submitted in triplicate. The bid price of each item on the form must be

stated in words and numerals: in case of conflict, words will take precedence. Whiteout of prices or words and numerals on Bid Form is not permitted.

- 9.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate office accompanied by evidence of authority to sign). The corporate seal must be affixed and attested by the secretary or an assistant secretary or notarized by a licensed Notary together with a corporate Resolution authorizing the submittal of the bid. The corporate address and state of incorporation must be shown below the signature.
- 9.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 9.5 All names must be typed or printed below the signature. The signer shall date all signatures.
- 9.6 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).
- 9.7 The address and telephone number for communications regarding the Bid must be shown.

10. SUBMISSION OF BIDS:

- 10.1 Bids shall be submitted before the time and at the place indicated in the Notice to Bidders and shall be submitted in a sealed package. The package shall be marked on the exterior with the Project title and, if applicable, the designated portion of the Project for which the Bid is submitted and with the name and address of the Bidder and accompanied by the Bid Security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "SEALED BID PACKAGE ENCLOSED" on the face thereof. Only bids stamped "RECEIVED" by the City Clerk's Office by the time and date stated in the Notice to Bidders shall be considered.
- 10.2 Bidders shall submit one separate unbound copy of the Bid Form, Bid Bond, Drug-Free Workplace Form, Public Record Compliance Certificate, Questionnaire, Non Collusive Affidavit, Public Entity Crimes Form and any other form herein with each copy of the Bid Documents purchased by the prospective Bidders.
- 10.3 More than one Bid received for the same work from an individual, firm or partnership, a Corporation or Association under the same or different

names will not be considered. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the same work will cause the rejection of all such Bids in which the Bidders is interested. If there are reasonable grounds for believing that collusion exists among the Bidder, the Bids of participants in such collusion will not be considered.

11. Modification and Withdrawal of Bids:

- 11.1 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.
- 11.2 If within twenty-four (24) 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 Bid Documents.

12. Opening of Bids:

Bids will be opened, read and recorded pursuant to State of Florida Law and City of Plantation code.

13. Bids to Remain Subject to Acceptance:

- 13.1 All bids MAY remain subject to acceptance for sixty (60) days after the day of the Bid opening, but OWNER may, in its sole discretion, release any Bid and return any Bid security prior to that date.
- 13.2 Extension of time when Bids shall remain open beyond the original period may be made only by mutual agreement between OWNER, the Successful Bidder, and the surety, if any, for the Successful Bidder.

14. Award of Contract:

- 14.1 OWNER reserves the right to reject any and all Bids, to waive any and all informalities, incompleteness, or irregularities not involving price, time or material changes in the Work, and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced, incomplete, irregular, 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 an award to that Bidder, whether because the Bid is not responsible 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.

- 14.2 OWNER may conduct such investigations as OWNER deems necessary to assist in the evaluation of any Bidder and to establish the responsibility, reputation, work load, qualifications and financial ability of Bidder, 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.
- 14.3 The OWNER shall not be obligated to any Bidder to enter into a contract with the Bidder despite the OWNER governing body prospectively awarding the contract to a successful Bidder. The OWNER shall be obligated to any Bidder for the project if and only if the OWNER enters into a contract for the project with the Bidder, and further, no action will lie against the OWNER to compel OWNER to execute any such contract, or to recover from the OWNER any damages, costs, lost profits, expenses, etc., that Bidder may incur if the OWNER chooses not to sign such contract. By bidding on this project, all Bidders acknowledge and agree that no enforceable contractual relationship arises until the OWNER signs the contract, and that no action shall lie to require OWNER to sign such contract at any time, and that Bidder waives all claims to damages, lost profits, costs, expenses, etc., as a result of the OWNER not signing such contract.
- 14.4 If the contract is to be awarded, OWNER will give the Successful Bidder a Notice of Award.
- 14.5 Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion. The adjusting amount will be determined at the rate set forth in the Contract Documents for liquidated damages indicated for Substantial Completion for each day after the desired date appearing in Article 19 of this Document.

15. Contract Security:

When the Successful Bidder delivers the executed Agreement to OWNER, the required Public Construction Bond must accompany it. This bond shall be required for all Projects having an estimated construction cost of \$200,000 or greater or such lesser amount stated in any future amendment to Section 255.05, Florida Statutes. The Public Construction Bond shall also apply to smaller Projects when required by Bid Documents.

16. Signing of Agreement:

When OWNER gives a Notice of Award to the Successful Bidder, the OWNER will follow-up by forwarding at least three (3) unsigned counterparts of the Agreement with all other written Contract Documents attached. Within fifteen (15) days thereafter, unless extended by OWNER, CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

17. Taxes:

The CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. The CONTRACTOR is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

18. Insurance Requirements:

All Bond and Insurance requirements are described in the GENERAL CONDITIONS and detailed in Tab 4 of this solicitation.

19. Liquidated Damages:

OWNER and CONTRACTOR recognize that time is of the essence as to Completion and that OWNER will suffer financial and other losses, if the Work is not completed within the time specified, plus extensions therefor allowed. OWNER and CONTRACTOR recognize the delays, expense and difficulties involved in proving in a legal 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 ___N/A___ per day (or \$500 per day if not filled in) for each day that expires after the time specified for Substantial Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work has obtained Substantial Completion, and ___N/A___ per day (or \$250 per day if not filled in) for each day that expires after the time specified for Final Completion (adjusted for any extensions thereof made in accordance with this Contract) until the Work reaches Final Completion.

20. Indemnity:

The Contract documents certain indemnification provisions, which are found in Paragraph 5.31 of the General Conditions, which indemnities are hereby incorporated by reference as if fully set forth herein.

21. Schedule of Values:

The proposed schedule of values shall be submitted with the proposal so that the City may review it in connection with a determination on whether the proposal is balanced.

The City may adjust the schedule of values with Supplementary Conditions to the Contract.

22. Text of Proposed Contract Documents:

The Bidders shall review the text of the Contract Documents referred to or referenced herein. In the event Bidders have any objection to the terms of such documents, the objections shall be disclosed at the time the bid is submitted.

23. Fees Waiver Disclosure:

The OWNER shall not require the CONTRACTOR to pay any of the OWNER's permit fees, license fees, impact fees, or inspection fees or any of the other usual OWNER permits and fees that may be associated with a construction project. These fees will be waived or paid by the OWNER, if payment cannot be waived. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing of approvals or permits from all governmental authorities which have jurisdiction over all aspects of this work except City of Plantation permits and fees which shall be waived (except for so much of said City of Plantation fees as the OWNER is required to remit to other governmental agencies).

END OF DOCUMENT

[136]9001-14001

City of Plantation

INSURANCE REQUIREMENTS

Statement

Contractors shall not commence any work until they have obtained and satisfied the city's insurance requirements under written contract with the city and such insurance has been approved by the City of Plantation Risk Management Department. Contractors shall not allow any subcontractor to commence work until all insurance requirements have been so obtained and approved. All insurance policies shall be with Insurers qualified and doing business in the State of Florida. All insurance companies shall have a Financial Rating of no less than "B" and Class X respectively, in the latest edition of A.M. Best Rating Guide. The types and amounts of insurance shall not be less than the amounts specified in this agreement.

Insurance

The required insurance coverage's shall be written in accordance with the hazards and magnitude of the project, but in no circumstances a lesser coverage amount, nor more restrictive than the limits of liability and schedule of hazards described herein.

Contractors shall be responsible to purchase and maintain required insurance policies during the term of the contract agreement. If the Contractor fails to procure and maintain such insurance, the City of Plantation shall have the right, but not the obligation, to purchase and maintain said insurance for and in the name of the Contractor, and the Contractor will pay the premium cost thereof and shall furnish all necessary information to the city in order to make effective and maintain such insurance.

Additional Insured

Certificates of Insurance and insurance policies shall also be endorsed to name the City of Plantation "**Additional Insured**" on the Commercial General Liability with the following or similar endorsements providing equal or broader Additional Insured coverage, such as the basic CG2026 07 04 Additional Insured--Designated Person or Organization endorsement, or the CG2010 10 01 Additional Insured-Owners Lessees, or Contractors endorsement, or the CG2010 07 04 Owners, Lessees or Contractors endorsement, including the additional endorsement of CG2037 10 01-Additional Insured- Owners, Leases have Contractors Operations endorsement. Endorsements shall be required to provide back coverage for the contractors "**Your Work**" as defined in the insurance policy and liability arising out of the products & completed operations hazard.

City of Plantation

Commercial General Liability

Contractor will agree to maintain Commercial General Liability at a minimum limit of liability not less than **\$500,000** Each Occurrence, and **\$1,000,000** Annual Aggregate unless the particular contract calls for specific limits of insurance. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability. When a self-insured retention (SIR) or deductible exceeds **\$25,000**, the City reserves the right, but not the obligation, to review and request a copy of Contractor's most recent annual report or audited financial statement.

Business Automobile Liability

Contractor will agree to maintain Business Automobile Liability at a limit of liability not less than **\$500,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers Compensation & Employers Liability

The Workers Compensation and Employers' Liability insurance shall be in accordance with Florida State Statutes 440.

Umbrella Excess Liability

If required by contract will be no more restricted than the underlying insurance policies. City of Plantation must be added and endorsed separately as additional insured on umbrella policies.

Professional Liability

If required by contract will be a minimum of **\$100,000**.

Waiver of Subrogation

The Contractor will agree that each required policy will contain Waivers of Subrogation in favor the City of Plantation. Should an insurance policy condition **not** permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor will agree to notify the insurer and request the policy be endorsed with a waiver of Transfer of Rights of Recovery against others, or its equivalent. This waiver of subrogation shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should contractor enter into such an agreement on a pre-loss basis.

City of Plantation

Certificate(s) of Insurance

The Contractor will agree to provide City a Certificate of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect, and certificates of insurance shall provide a minimum thirty (30) days to notify, when available by Contractors insurer. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify the City by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. Certificates of Insurance shall be in the form as approved by Insurance Standards Office (ISO) and such certificates shall clearly state all of the coverage's required in this section.

INSURANCE

Commercial General Liability insurance will cover liability bodily injury and property damage. Exposures to be covered are premises, operations, products/completed operations, and contracts. Coverage must be written on an occurrence basis, with the following **examples** of insurance.

Schedule

Limits

Commercial General Liability	\$1,000,000 Each Occurrence
Blanket Contractual Liability	\$1,000,000 Each Occurrence
Independent Contractors	Premises-Operations
Products & Completed Operations	Personal /Advertising Injury
Blanket Contractual Liability	Independent Contractors
Automobile Liability	
Any auto including Hired & Non-owned	\$1,000,000 Combined Single Limit
Broad Form Property Damage	\$1,000,000 Each Occurrence
Blanket X,C,U Hazards	If required (Included)
Workers' Compensation	Florida 440 Statutory Coverage
Employers Liability	\$1,000,000 Each Accident
Disease Policy Limit	\$1,000,000

Bonds:

A surety bond maybe required equal to the value of the job to guarantee the work will be done per the specifications on a timely basis.

City of Plantation

Other Insurance Provisions:

- A. Violation of the terms of this agreement and its subparts shall constitute a breach of the written contract and so the city at its sole discretion, may cancel the contract and all rights, title and interest of the contractor shall thereupon cease and terminate.
- B. The city reserves the right to require or adjust any of the insurance coverage's it deems necessary depending upon the company, the project and the potential exposures.
- C. The city requires being named "**Additional Insured**" on all certificates of insurance. Certificates of Insurance can only be endorsed by an insurance agency or insurance company.
- D. No work is to be performed pursuant to a mutually agreed upon written contract between the City of Plantation and the Contractor. The city will have the right to amend such contract to conform to City Of Plantation guidelines for contract work.

THE UNDERSIGNED CONTRACTOR HAS READ THE FOREGOING REQUIREMENTS AND AGREES TO THE TERMS.

WITNESS

CONTRACTOR

DATE

CITY OF PLANTATION

[35]9001-14001

EVALUATION CRITERIA ITB

In evaluating Bids, OWNER will consider the following criteria of the Respondents;

- a. The ability, capacity and skill of the respondent to perform under terms of the bid documents;
- b. Whether the bidder can perform the contract or provide the materials or services promptly, or within the time specified, without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- d. The quality of performance of previous contracts and the providing of materials or services, or both;
- e. The previous and existing compliance by the bidder with the laws and ordinances relating to the contract, or providing of materials or services, or both;
- f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the materials or services, or both;
- g. The quality, availability and adaptability of supplies, equipment, or contractual services to the particular use required;
- h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. The number and scope of conditions attached to the bid; and
- j. Prior litigation experience.

as may be requested in the Bid form or prior to the Notice of Award. OWNER will also consider any applicable ordinance or statutory criteria applicable to the Project.

SCOPE OF SERVICES

PURPOSE AND INTENT

The sole purpose and intent of this Invitation to Bid is to establish a firm fixed term contract for the purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads to various locations throughout the City of Plantation for the Utilities Department.

TECHNICAL REQUIREMENTS (Hypochlorite Solution, Bleach)

Product specifications (as per AWWA Standard B-300-99 latest version)

- ☐ Trade name: Hypochlorite Solution, Bleach
- ☐ Chemical formula: NaOCl
- ☐ Specific gravity: at 20C -1.1 - 1.2
- ☐ Molecular weight: 74.5
- ☐ Appearance: Light-yellow to green clear liquid solution
- ☐ Solubility in water: Complete
- ☐ Freezing Temperature: minus 7C to minus 10C

STANDARDS

Hypochlorite supplied under this contract shall be tested and certified as meeting these specifications and those of the American National Standards Institute/National Sanitation Foundation Standard 60 (ANSI/NSF Standard 60), Drinking Water Treatment Chemicals Health Effects. It is the responsibility of the Contractor to inform the participating agency that NSF or UL certification has been revoked or lapsed within 24 hours of the time the supplier receives verbal or written notification. Loss of certification may constitute sufficient grounds for immediate termination of the contract between the participating agency and the Contractor.

Hypochlorite delivered under this contract shall have a minimum of 120 Grams per Liter (GPL) available chlorine (i.e., 12.0 Trade Percent).

Hypochlorite delivered under this contract shall have a minimum of 0.15 percent by weight sodium hydroxide and a maximum of 0.45 weight percent sodium hydroxide.

Hypochlorite delivered under this contract shall meet the following containment concentration limits:

- Iron < 0.3 mg/L
- Copper < 0.03 mg/L
- Nickel < 0.03 mg/L
- Chlorate < 1,500 mg/L
- Bromate < 20 mg/L
- Perchlorate < 20 mg/L
- Filter Test Time (1000 ml) < 3 minutes

Sampling and testing shall be in accordance with EPA and AWWA B300-04 standards and in accordance with the documents titled: "The Weight Percent Determination of Sodium Hypochlorite, Sodium Hydroxide, And Sodium Chlorate in Liquid Bleach" and "Suspended Solids Quality Test for Bleach Using Vacuum Filtration", distributed by Powell Fabrication and Manufacturing, Inc. and available at <http://www.powellfab.com>.

CONTRACTOR RESPONSIBILITIES:

Shipments shall bear warning labels as specified by USDOT regulations.

Successful bidder's vehicle shall be equipped with a 2" Cam Lock Filler Nozzle for product dispensing (unload).

The delivery site(s) is located within a well field zone. Proper handling and delivery procedures shall comply with the Department of Environmental Resources Management (ERM) requirements.

Product shall be delivered in thoroughly cleaned tank trucks. City of Plantation reserves the right to order in quantities less than a tanker load (LTL).

Delivery Reports:

A certified report from the manufacturer shall be submitted for each sodium hypochlorite delivery to the City. The report shall contain the following data:

- Date & Time of Manufacture
- Percent by weight of:
 1. Sodium Hypochlorite
 2. Available Chlorine
 3. Excess Sodium Hydroxide
- Specific Gravity (Referenced to a temperature)
- Suspended Solids Test Time

No delivers will be accepted by the City unless accompanied by said certified laboratory report for the specific batch of sodium hypochlorite delivered showing the above data and that it conforms to the required specifications.

Delivers shall be Monday – Friday, 7:00am – 5:00pm

Item No. 1- Tanker load is 5,000 gallons

Item No. 2- Tanker load is 5,000 gallons (Split between two City of Plantation locations)

CLEAN TANK GUARANTEE:

At any time during the performance of this Agreement, if the City has any sort of sludge or other impurity buildup in any of its sodium hypochlorite tanks, the Contractor shall clean out the tank at no charge to the City within seven (7) days, unless such timeframe is extended by the City. The cleanout should be done in such a manner so that it is done safely with no loss of disinfection to the affected plant and the contents disposed of in accordance with current regulations on disposal of hazardous wastes. The Contractor shall submit a procedure to the City for the approval prior to this work being completed. The determination of whether there is any such sludge or impurity buildup in the tanks will be at the sole discretion of the City. When the tank has been properly cleaned, the Contractor shall refill the tank with clean, fresh sodium hypochlorite at no cost to the City. Failure of the Contractor to clean out the tank and replace the sodium hypochlorite within seven (7) days after being served notice (or within any extension of this timeframe specified by the City) shall be cause for immediate termination of the sodium hypochlorite supply Agreement between the City and the Contractor.

DELIVERY LOCATIONS ARE AS FOLLOWS:**ITEM #1****ESTIMATED ANNUAL USAGE (per year)**

Regional Wastewater Treatment Plant
6500 NW 11 Place
Plantation, Florida 33313

82,000 gallons

ITEM #2**ESTIMATED ANNUAL USAGE (per year)**

East Water Treatment Plant
500 NW 65 Ave
Plantation, Florida 33317

85,000 gallons

Central Water Treatment
700 NW 91 Avenue
Plantation, Florida 33324

95,000 gallons

C. 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 agreements 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 a corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER.

D. BIDDER shall complete the Work for the following price. It is the OWNER'S intent to award a contract based upon the total base bid amount.

TOTAL BASE BID AMOUNT:

Item No.	Description	Unit	Estimated Quantity	Unit Price	Total Offer
1.	Sodium Hypochlorite (NaOCl, Bleach) as specified herein TANKER LOAD Manufacturer offered: _____	Gallon	82,000	\$ _____	\$ _____
2.	Sodium Hypochlorite (NaOCl, Bleach) as specified herein Tanker load is 5,000 gallons (Split between two of Plantation locations) Manufacturer offered: _____	Gallon	180,000	\$ _____	\$ _____

Bidder agrees that the Work will be completed within the time identified in the Agreement after the date when the Contract time commences to run as provided in Paragraph 2.3 of the General Conditions (Notice to Proceed).

Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

Communications concerning this Bid shall be addressed to the address of Respondent indicated below.

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.

The undersigned also agrees as follows:

First: to do any extra work not covered by the foregoing Schedule of Price which may be ordered by the OWNER, and to accept as full compensation therefore, such prices may be agreed upon in writing by the OWNER and the BIDDER pursuant to the applicable provisions of the General Conditions.

Second: Within fifteen days from the "Notice of Award", of this bid, to execute the Contract and to furnish to the OWNER a satisfactory Performance Bond in the approved City form, guaranteeing the faithful performance of the Work and payment of bills, the BIDDER to pay for said bond.

Third: To begin work on the date specified in the "Notice to Proceed". Accompanying this bid is a certified check, cashier's check or Bid Bond for 5% of Bid payable to the City of Plantation which is to be forfeited if, in the event that this Bid is accepted, the undersigned shall fail to execute the contract and furnish satisfactory Contract Security under the conditions and within the time specified in the Instructions to Bidders; otherwise, said certified check, cashier's check or Bid Bond is to be returned as provided herein.

SUBMITTED ON | |, 20| |

SIGNATURE OF BIDDER: _____

TITLE (if any): | |

ADDRESS: | |

Incorporated under the laws of the State of Florida.

[46]9001-14001

Exhibit A
To Qualification Statement

LITIGATION HISTORY FORM

[ITB NO. 016-16]

NAME OF RESPONDENT:

Party:	Respondent is <u>Plaintiff</u> : Yes [] No [] Defendant: Yes [] No []
Case Name:	
Case Number:	
Date Filed:	
Name of Court or other Tribunal	
Type of Case:	Civil [] Administrative/Regulatory [] Criminal [] Bankruptcy []
Claim or Cause of Action and Brief Description of each Count:	
Brief description of the Subject Matter and Project Involved:	
Disposition of Case:	Pending [] Settled [] Dismissed [] Judgment Respondent's Favor [] Judgment Against Respondent [] If Judgment Against, is Judgment Satisfied? Yes [] No []
(Attach copy of any applicable Judgment, Settlement Agreement and Satisfaction of Judgment.)	
Opposing Counsel:	Name: Email: Phone Number:

[101]9001-14001

QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and of all answers to questions made hereinafter (Attach additional sheets with appropriate reference, if necessary). You must respond to all questions. **FAILURE TO DISCLOSE OR PROVIDE THE REQUESTED INFORMATION BELOW MAY RESULT IN THE BIDDER'S BID BEING DEEMED NON-RESPONSIVE AND THE BIDDER AS NOT QUALIFIED FOR AWARD.**

SUBMITTED TO: City of Plantation

ADDRESS: 400 NW 73rd Avenue
Plantation, FL 33317

SUBMITTED BY: []

NAME: []

ADDRESS: []

TELEPHONE NO.: []

FAX NO.: []

EMAIL ADDRESS: []

1. State the true, exact, correct and complete name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Bidder is: []

The address of the principal place of business is: []

The business is a (Sole Proprietorship) [] (Partnership) [] (Corporation) []

2. If Bidder is a corporation, answer the following:

- a. Date of Incorporation: []
- b. State of Incorporation: []
- c. President's Name: []
- d. Vice President's Name: []
- e. Secretary's Name: []
- f. Treasurer's Name: []
- g. Name and address of Resident Agent: []

3. If Bidder is an individual or a partnership, answer the following:

- a. Date of organization: []
- b. Name, address and ownership units of all partners:
[]
- c. State whether general or limited partnership: []

4. If Bidder is other than an individual, corporation or partnership, describe the organization and

give the name and address of principals:

[]

5. If Bidder is operating under a fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.
6. How many years has your organization been in business under its present business name: []
 - a. Under what other former names has your organization operated?
[]
7. Indicate registration, license numbers or certificate numbers for the business or professions that are the subject of this Proposal. Please attached certificate of competency and/or state registration. Please include the foregoing information for all parties to be assigned to the project.
[]
8. Have you personally inspected the site(s) of the proposed work? (Y) [] (N) []
9. Do you have a complete set of documents, including agenda? (Y) [] (N) []
10. Have you ever failed to complete any work awarded to you? If so, state when, where and why?
[]
11. Within the five (5) years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a contract? If so, explain fully.
[]
12. State the names, telephone numbers and last known addresses of three (3) owners, individuals or representatives of owners with the most knowledge of work which you have performed or goods you have provided, and to which you refer (government owners are preferred as references).
[]
13. List the pertinent experience of the key individuals of your organization (continue on insert sheet, if necessary).
[]
14. State of name of Surety Company, which will be providing the bonds if any bonds are required by the Instructions to Bidder, and name, and address of agent:
[]
15. Provide a list of similar projects, which have been completed within the past five (5) years, including project description, owner's names, addresses and phone numbers.
[]

16. Provide a list of work currently under contract.
- []
17. On Exhibit A, list all disputes, claims, mediations and litigation in which the bidding entity, a parent entity, an affiliate entity, a predecessor entity or other entities with which you were then associated or affiliated were involved in any contract disputes over the last five (5) years as of the solicitation response due date. If Bidder is a joint venture, the information provided should encompass the joint venture and each of the entities forming the joint venture. For said claim, identify with particularity the nature of such dispute, the names and addresses of the other parties to such disputes, and whether or how such disputes were resolved, including any mediation, arbitration or litigation involved and dollar awards. [Do not include disputes, claims, mediations and litigation that involve only garnishment, auto negligence, personal injury, or a proof of claim filed by Bidder]
- []
18. List all disputes, claims, mediations and litigation between the Owner and any of the responding entity's subcontractors/subconsultants over the last five (5) years as of the solicitation response due date.
- []
19. Has any governmental entity within the last five (5) years commenced proceedings to discipline any of the officers, partners, or principals of the Bidder, or sought to revoke a license held by the Bidder (or its qualifying agent)? If so, please describe in detail the proceedings and how the matter was resolved.
- []
20. Will you sublet any part of this work? If so, give details. (sub-contractor's name, address, phone number and contact)
- []
21. Provide a list of equipment available to be committed to perform the work contemplated under this contract.
- []
22. Please list any objections to the text of the Contract Documents in the area below or on separate sheets of paper attached hereto, if necessary.
- []
23. Please attach a copy of your latest financial statement.

THE BIDDER ACKNOWLEDGES AND UNDERSTANDS THAT THE INFORMATION CONTAINED IN RESPONSE TO THIS QUALIFICATIONS STATEMENT SHALL BE RELIED UPON BY OWNER IN AWARDING THE CONTRACT AND SUCH INFORMATION IS WARRANTED BY BIDDER TO BE TRUE. THE DISCOVERY OF ANY OMISSION OR MISSTATEMENT THAT MATERIALLY AFFECTS THE BIDDER'S QUALIFICATIONS TO PERFORM UNDER THE CONTRACT SHALL CAUSE THE OWNER TO REJECT THE PROPOSAL, AND IF AFTER THE AWARD TO CANCEL AND TERMINATE THE AWARD AND/OR CONTRACT.

Signature

State of _____

County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____
by _____, who is personally known to me or who has produced _____
as identification and who did (did not) take an oath.

WITNESS my hand and official seal,

NOTARY PUBLIC

(NAME of Notary Public: Print,
Stamp or Type as Commissioned)

[97]9001-14001

CITY OF PLANTATION

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

TO BE RETURNED WITH BID

THIS MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS

1. This sworn statement is submitted with Bid, Proposal or Contract for [].
2. This sworn statement is submitted by [] (entity submitting sworn statement), whose business address is [] and its Federal Employer Identification Number (FEIN) is []. (If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: []).
3. My name is [] (please print name of individual signing), and my relationship to the entity named above is [].
4. 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 with the United States, including, but not limited to, any bid or contract for goods or services, any leases for real property, or any contract for the construction or repair of a public building or public work, 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.
5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction or a public entity crime, with or without an adjudication of guilt, in any federal or state trial court or record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a) A predecessor or successor of a person convicted of a public entity crime; or
 - b) 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 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 thirty-six (36) months shall be considered an affiliate.
7. I understand that a “person” as defined in Paragraph 287.133(1)(e), 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 binding contract and which bids or applies to bid on contracts 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.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have 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, and (Please indicate which additional statement applies.)

☐ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

☐ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

☐
 (Signature)

☐
 (Date)

STATE OF FLORIDA

COUNTY OF BROWARD COUNTY

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20__.

(Notary Public)

My Commission Expires: _____ (seal)

[28]9001-14001

COMPLIANCE UNDER SECTION 119.0701**FLORIDA STATUTES, ON PUBLIC RECORDS****TO BE RETURNED WITH BID**

The Contractor hereby certifies that it shall comply with public records laws, specifically to:

- (a) Keep and maintain public records required by the public agency to perform the service.
- (b) Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter 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 public agency.
- (d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency 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 public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, sslattery@plantation.org, 400 NW 73rd Avenue Plantation, FL 33317

As the person authorized to sign this statement, I certify that this Contractor agrees to comply with the above requirements.

Contractor: _____

By (sign): _____

Print Name: _____

STATE OF _____)
COUNTY OF _____)

I **HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public, State of _____

Sign: _____

Print: _____

My Commission Expires: _____

STATEMENT UNDER SECTION 287.087**FLORIDA STATUTES, ON DRUG-FREE WORKPLACE****TO BE RETURNED WITH BID**

Preference must be given to CONTRACTORS submitting certification with their bid or proposal, certifying they have a drug-free workplace in accordance with the Florida Statutes, Section 287.087. This requirement affects all public entities of the State and became effective January 1, 1991

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, or replies that are equal with respect to price, quality and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid, proposal, or reply received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violations 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. 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 an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the above measures.

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

Signature

Printed Name

Company Name

Date

[27]9001-14001

NON-COLLUSION CERTIFICATION**TO BE RETURNED WITH BID**

By signing and submitting this bid, the Bidder certifies that this bid is made independently and free from collusion.

Bidder shall disclose below, to their best knowledge, any City of Plantation officer or employee, or any relative of any such officer or employee as defined in Section 112.3135(1) (c), Florida Statutes (2014), who is an officer or director or, or has a material interest in, the Bidder's business, who is in a position to influence this procurement. Any City of Plantation officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to indirectly own any of the total assets or capital stock of any business entity owned or operated by the Bidder, or if they otherwise stand to personally gain if the contract is awarded to this Bidder.

Failure to submit this executed statement as part of the bid shall make the bid nonresponsive and not eligible for award consideration. In the event the Bidder does not indicate any names, the City shall interpret this to mean that the Bidder has indicated that no such relationships exist. Failure of a Bidder to disclose any relationship described herein shall be reason for termination of bid or award, whichever is applicable, with no time to cure.

NAME**RELATIONSHIP****Witnesses:****Bidder**_____
Typed name:

By:

Name:

Title:

Typed name:

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____ - _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public, State of _____

Sign: _____

Print: _____

My Commission Expires: _____

RESPONDENT'S CERTIFICATIONWHEN RESPONDENT IS A PARTNERSHIP

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Partnership

By:

Signature of General or Managing Partner

Witness

Printed Name of Partner

Witness

Business Address

City/State/Zip

Business Phone Number

State of Registration

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____ (Title) of _____ (Name of Company) who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS A CORPORATION

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

(CORPORATE SEAL)

ATTEST

By _____
Secretary

Printed Name of Corporation

Printed State of Incorporation

By:

Signature of President or other authorized officer

Printed Name of President or other authorized officer

Address of Corporation

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ (Name), _____ (Title) of _____ (Name of Company) on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

RESPONDENT'S CERTIFICATIONWHEN RESPONDENT IS A SOLE PROPRIETORSHIP OR OPERATES UNDER A FICTITIOUS OR TRADE NAME

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

Printed Name of Firm

By: _____

Signature of Owner_____
Witness_____
Printed Name of Individual_____
Witness_____
Business Address_____
City/State/Zip_____
Business Phone Number

State of _____

County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC(Name of Notary Public: Print, Stamp,
or type as Commissioned)

RESPONDENT'S CERTIFICATION

WHEN RESPONDENT IS AN INDIVIDUAL

IN WITNESS WHEREOF, the Respondent hereto has executed this Proposal Form this _____ day of _____, 20__.

By: _____
Signature of Individual

Witness

Printed Name of Individual

Witness

Business Address

City/State/Zip

Business Phone Number

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

NOTARY PUBLIC

(Name of Notary Public: Print, Stamp,
or type as Commissioned)

TO BE RETURNED WITH BID**Cooperation with the Broward County Office of Inspector General**

The Broward County Office of Inspector General ("OIG") has the authority to review and investigate how governmental contracts are performed and how contractors and vendors (herein, "CONTRACTORS") are paid. To this end, CONTRACTOR agrees to cooperate with the OIG in the event the Contractor is contacted by the OIG. Such cooperation shall include, answering any questions that may be posed by the OIG, and allowing the OIG to review and copy any of CONTRACTOR's written material, contract documentation, and financial records that may relate to the formulation, execution, and performance of this Contract. The CONTRACTOR acknowledges and agrees that whatever work or effort is expended by CONTRACTOR in interfacing with the OIG is part of the administrative or overhead or base costs of the services provided by the CONTRACTOR to the CITY, and shall never be a basis for claiming extra or additional compensation under this Contract, or for requesting a change order.

The CONTRACTOR's failure to cooperate fully with the OIG as required by the preceding clause shall be a basis for the City claiming the CONTRACTOR is in default, and may, if not timely cured, allow the City to terminate this Contract for cause. Unless the CONTRACTOR is instructed otherwise in a specific written and notarized Order signed by the Broward County Inspector General, CONTRACTOR shall advise CITY, in writing and in the same manner as Contractor gives the City formal notice under this Contract, each instance, if ever, that the CONTRACTOR is contacted by the OIG, and shall supply the City with information necessary to allow the City to ensure that the Contractor is fully performing the requirements of this Paragraph.

Witnesses:

Name: _____

Name: _____

By: _____

Name: _____

Title: _____

STATE OF)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, known to be the persons described in or who has produced _____ as identification and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20____.

Notary Public, State of _____

Sign: _____

Print: _____

My Commission Expires: _____

[64]9001-14001

Local Business Certification Form

The undersigned affirms as true, under penalties of perjury, as follows:

The undersigned, a principal or corporate officer of the business listed below, has read and is familiar with the provisions of City of Plantation Ordinance Number 2437, § 1 which codified Section 2-227 of the City Code.

Pursuant to Section 255.0991, for a competitive solicitation for construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of this competitive solicitation, Section 2-227 of the City Code **shall not** apply.

The undersigned, as such principal or corporate officer, further certifies to the best of his/her information and belief that such business is a Local Business as defined by the Code.

The undersigned claims qualification in the event that the Local Business Preference applies to this procurement and the business is determined to be a Qualified Local Business as defined by the Code.

Dated: _____

Signed: _____

Printed Name of Signor: _____

Title of Signor: _____

Name of Firm: _____

Sec. 2-227. - Local business preference.

(a)

Definitions. For purposes of this section, the following terms shall have the respective meanings as set forth in this subsection:

Business location means a permanent office or other use of property in which a vendor operates, conducts, engages in or carries on all or a portion of its business, provided that the mere use of a post office box shall not be sufficient to constitute a business location under this provision.

Local business means a vendor or contractor who has paid its local business tax to the City of Plantation at least six (6) months prior to bid or proposal opening date; does business in the city community by providing goods, services, or construction; and maintains a physical business address located within the jurisdictional limits of the city in an area zoned for the conduct of such business from which the vendor or contractor operates or performs business on a day-to-day basis. Post office boxes shall not be used for the purpose of establishing said physical address.

Qualified local business means a local business that satisfies the requirements under the bid or proposal guidelines to perform the services or goods requested.

Vendor means a sole proprietorship, partnership, corporation, limited partnership or limited liability corporation or other recognized business entity that offers to contract with the city for either goods or services.

(b)

Procedure; notice of option to match lowest response. The city shall give a preference to a qualified local business that responds to competitive procurement in the following manner:

(1)

If a qualified local business submits a response to one (1) of the city's competitive procurement processes set forth in [section 2-220\(b\)](#) (requests for sealed proposals) (but only where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will be available), (d) (requests for competitive proposals), [2-220\(e\)](#) (sealed bids in response to an invitation to bid), and [2-220\(f\)](#) (design build projects which are procured using a competitive proposal process), or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in [section 2-226\(b\)](#) and as may be increased or decreased by authorized adjustments, and the original response of the qualified local business is within five (5) percent of the low response, then the city shall give the qualified local business the opportunity to meet the price of the low response. The order of preference by which the qualified local business shall be given the opportunity to match the low response shall be from the lowest to the highest response, as long as the initial response was within five (5) percent of the low response.

(2)

The city shall give the qualified local business written notice of the opportunity to match the price of the low response within five (5) business days of determining the low response. There shall only be one (1) valid notice of an opportunity to match the price of the low response outstanding at any one (1) point in time. Notice shall be deemed received by the qualified local business by mailing or otherwise transmitting the notice to the address, email, facsimile or otherwise that was supplied by the qualified local business at the time of responding.

(3)

The qualified local business to whom a written notice has been mailed or otherwise transmitted must respond to the city in writing. If the qualified local business fails to file a response to the notice with the city within two (2) days of the posting or transmission of the notification of the

option to match the low response, then the failure to respond shall be deemed to be a denial of the opportunity to match the low response. Should the qualified local business choose to meet the price of the low response, then the city shall award the contract to the qualified local business. If no qualified local business accepts the option to match the low response, then the contract shall be offered to the lowest responder.

(c)

Disclosure. The requirements of the city's local policy shall be disclosed in all the city's competitive procurement processes to which this preference applies or informal purchases in excess of the current amount of three thousand five hundred sixty-nine dollars (\$3,569.00), as referenced and indexed in [section 2-226\(b\)](#) and as may be increased or decreased by authorized adjustments.

(d)

Exceptions. The procurement preference set forth in this section shall not apply to any of the following purchases or contracts:

(1)

Goods or services provided under a cooperative purchasing agreement or interlocal agreement;

(2)

Purchases or contracts which are funded, in whole or in part, by a governmental entity where the laws, regulations, or policies governing such funding prohibit or prevent the application of the preference;

(3)

Purchases made or contracts let under emergency or noncompetitive situations;

(4)

Purchases with an estimated cost of less than the amount stipulated for informal bids, as referenced and indexed in [section 2-226\(b\)](#) (which is currently three thousand five hundred sixty-nine dollars (\$3,569.00)) and as may be increased or decreased by authorized adjustments;

(5)

Purchases or contracts procured utilizing procurement processes set forth in [section 2-220\(b\)](#) (requests for sealed proposals) (except where the procurement documents in a request for sealed proposals expressly indicates that the local business preference created by this section will apply) (c), (requests for qualifications), and (g) (design build projects and professional services contracts which are competitively procured using a qualifications based procurement process); and,

(6)

Notwithstanding the above, any purchase using any of the available procurement processes in this Code wherein the procurement documents expressly indicate that the local business preference set forth in this section shall not be available.

(e)

The application of local preference to a particular purchase, contract, or category of contracts for which the city council is the awarding authority may be waived upon written justification and recommendation by the mayor and approval of the city council.

(f)

The preference established in this section does not prohibit the right of the city council or the mayor to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals.

(g)

The response preference established in this section does not prohibit the city council, or mayor, from giving any other preference permitted by law in addition to the preference authorized in this section.

(Ord. No. 2437, § 1, 2-10-2010)

[96]9001-14001

AGREEMENT

This Agreement is dated as of the [____] day of [____], in the year 201[____], by and between:

CITY OF PLANTATION, FLORIDA
a municipal corporation
400 NW 73rd Ave
Plantation, Florida 33317
(hereinafter referred to as City)

AND

[Enter Contractor Name]
[Enter Contractor Address]
[Enter City, State and Zip]
(Hereinafter referred to as Contractor)

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1 – WORK

The CONTRACTOR shall complete all Work as specified or indicated in the Contract documents for the project entitled:

City of Plantation
[Supply and delivery of Sodium Hypochlorite]
[ITB No. 016-16]

and generally described as follows but not limited to: [The purchase and delivery of Sodium Hypochlorite in bulk and less than tanker loads to various locations throughout the City of Plantation for the Utilities Department.] as further defined in the Specification/Scope of Services

Article 2 – ENGINEER

The OWNER has engaged [N/A] who is hereafter called ENGINEER and who will assume all duties and responsibilities and will have the rights and authority assigned to ENGINEER in the Contracts Documents in connection with completion of the work in accordance with the Contract Documents. [N/A]

Article 3 – CONTRACT TIME

The initial contract period shall be for [one (1) one year period], commencing [October 20, 2016]. In addition, the City reserves the right to renew the contract for [Four (4) additional one (1) year period.], under the same terms, conditions and specifications contingent upon Budget approval.

Or If a Construction Contract

~~The work will be substantially completed within [enter number of calendar days] calendar days and finally completed within [enter number of calendar days] calendar days after the date when the contract time commences (Notice to Proceed) to run as provided in the Contract Documents. Paragraph 19 of the Instructions to Respondents contains Liquidated Damages provision.~~

~~In the event the services are scheduled to end either by contract expiration or by termination by the City of Plantation (at the City's discretion), the contractor shall continue the services, if requested by the City, until new services can be completely operational. At no time shall this transitional period extend more than one hundred eighty (180) calendar days beyond the expiration date of the existing contract. The contractor will be reimbursed for this service at the rate in effect when this transitional period clause is invoked by the City.~~

Article 4 – COMPENSATION/PAYMENTS

The OWNER shall pay to the CONTRACTOR for the performance of the Work \$[]. For portions of the Contract that are in the accepted proposal as being unit priced, the Contract Sum will be based upon the amounts determined for the total number of each of the units of work completed at the unit price stated. The City reserves the right to increase and decrease quantities, and the final payment shall be made for the actual number of units incorporated in or made necessary by the work covered by this contract.

The Contractor will bill the City at the completion of each job for services rendered of the work defined herein at the rates submitted in their proposal documents now made apart of this contract. Submit invoices to:

City of Plantation
Attn: [Chuck Flynn
[400 NW 73 Avenue
Plantation, FL [33317]

Invoices received from the Contractor pursuant to this Contract will be reviewed and approved by the City's representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Financial Services Department for payment. Invoices will generally be paid within thirty (30) days following the City representative's approval.

Final Invoice: In order for both parties herein to close their books and records, the Contractor will clearly state "final invoice" on the Contractor's final/last billing to the City. This certifies that all services have been properly performed and all charges and costs have been invoiced to the City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, or which are in excess of the not to exceed amount, are waived by the Contractor.

Progress payments and retainage and final payment provisions are provided for in the Contract Documents. Generally, these documents call for monthly progress payments for approved Work completed less 10% retainage. The balance of the final contract sum shall be due to the CONTRACTOR from the within 21 days after Final Completion. The Florida Construction Contract Prompt Payment Law shall govern payments made pursuant to this Agreement. Any conflict shall be resolved consistent with the law.

Article 5 – CONTRACTOR’S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations, in addition to the representations made in the contract documents as referenced in Article 19.

- A. CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality and with all location conditions and Federal, State and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- B. CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which were relied upon by ENGINEER in the preparation of the Drawings and Specifications and which have been identified in the Contract Documents.
- C. CONTRACTOR has made or caused to be made examinations, investigations, tests and studies of such reports and related data in addition to those reference to in Article 5 of the General Conditions as amended by Supplementary Conditions, if any, as they deem necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with other terms and conditions of the Contract Documents; and no additional examinations, investigations, test, reports or similar data are or will be required by CONTRACTOR for such purposes.
- D. CONTRACTOR has correlated the results of all such observations, examinations investigations, tests, reports and data with terms and conditions of the Contract Documents.

- E. CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that the CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to the CONTRACTOR

Article 6 – RECORDS AND AUDIT

City reserves the right to audit the records of CONTRATOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

CONTRACTOR agrees that it shall keep accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any City records without written permission from City except as necessary and appropriate in the performance of the duties and responsibilities required to comply with terms of any Agreement between parties.

CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours notice by the CITY.

Article 7 – INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees, volunteers and agents shall be and remain as independent contractors and not agents or employees of CITY, with respect to all of the acts and services performed by and under the terms of the Agreement. This Agreement shall not in any way be constructed to create a partnership, association or any other kind of joint undertaking or venture between the parties hereto.

Article 8 – CONFLICT OF INTEREST

CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRATOR or its employees, must be disclosed in writing to CITY.

CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Plantation, Broward County and the State of Florida, Chapter 112, Florida Statutes (2014), as amended, agrees that it will fully comply in all respects with terms of said laws

CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Article 9 - ASSIGNMENT

The Agreement is not assignable or transferable in whole or in part without the prior expressed written consent of the CITY which consent cannot be unreasonably withheld.

Article 10 - COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Plantation and of any other public authority, which may be applicable to this Agreement.

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Article 11- VENUE

See Article 15 - Dispute Resolution of the General Conditions.

Article 12 - PERMITS, FEES AND NOTICES

CONTRACTOR shall use its best efforts to obtain the necessary permits as soon as possible after the Notice to Proceed is issued. Any delays in obtaining permits must be brought to the attention of the CITY.

Article 13 - INSOLVENCY

In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force effect.

Article 14 - ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any the covenant, term, condition or election but the same shall continue and remain in full force and effect.

Article 15 - SERVERABILITY

Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Article 16 - NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of this Agreement, CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure or national original. Such action much includes, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination, termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

Article 17 - CUMULATIVE REMEDIES

The remedies expressly provided in this Agreement to CITY shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in favor of CITY now or hereafter existing at law or in equity.

Article 18 - TERMINATION

Upon seven (7) calendar days written notice delivery by certified mail, return receipt requested, to the CONTRATOR, CITY may without cause and without prejudice to any other right or remedy, terminate the Agreement for the CITYS convenience whenever the CITY determines that such termination is in the best interest of the CITY. Where the Agreement is terminated for the convenience of the CITY the notice of termination to the CONTRATOR must state that the Agreement is terminated for the convenience of the CITY under the termination clause and the extent of termination. Upon receipt of the Notice of Termination for convenience, the CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the Notice of Termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Agreement and refrain from placing further orders and sub-contracts except as they may be necessary, and complete any continued portions of work.

Article 19 – CONTRACT DOCUMENTS

The Contract Documents, which comprise the entire agreement between OWNER and CONTRACTOR, are attached to this Agreement, made a part thereof and consist of the following:

- A. This Agreement
- B. Exhibits (if any)
- C. Notice of Award
- D. Supplementary Conditions, if any
- E. General Conditions
- F. Specifications bearing the project title
- G. Drawings bearing the project title *If necessary*
- H. Addenda numbers [] to [],
- I. Documentation and proposal submitted by CONTRACTOR prior to Notice of Award
- J. Any Written Amendments, Change Orders, or Work Change Directives duly delivered after execution of Agreement
- K. The Instructions to Respondents
- L. The Insurance Coverage's and Bonds required by the Contract Documents

These are no other Contract Documents than those listed above in the Article.

Article 20 – MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in the General Conditions, or as amended in Supplementary Conditions
- B. The CONTRACTOR warrants that no elected official, officer, agent or employee of the CITY has financial interest directly or indirectly in this Contract or the compensation to be paid under it, and further, that no City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or

proprietor of the CONTRACTOR, and further, that no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the CONTRACTOR.

- C. The CONTRACTOR and OWNER designate the following persons who shall receive notices pursuant to the Contract Documents:

For the OWNER: The Honorable Diane Veltri Bendekovic, Mayor
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

With copy to: *[Chuck Flynn, Utilities Department Director]*
City of Plantation
[400 NW 73 Avenue]
Plantation, Florida 33317

&

With copy to City Clerk
City of Plantation
400 NW 73rd Avenue
Plantation, Florida 33317

For the ENGINEER *[N/A]*
Project Manager
[N/A]
[N/A]
[Enter City, State, Zip of]

For the CONTRACTOR: *[Enter business name of Contractor]*
[Enter address of Contactor]
[Enter City, State, Zip of Contractor]
[Enter name of representative of Contactor]

All notices and other communications required or permitted under this Agreement shall be in writing and given by:

hand delivery;

registered or certified mail, return receipt requested;

overnight courier; or

facsimile to:

or to such other address as any party may designate by notice complying with the terms of this section. Each such notice shall be deemed delivered:

on the date delivered if by personal delivery or overnight courier;

on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and

on the date of transmission with confirmed answer back if by fax.

Section 21 in the event of conflict between this Agreement and terms and conditions in [ITB No. 016-16], the terms of this Agreement shall control.

IN WITNESS WHEREOF, THE CITY OF PLANTATION AND [ENTER CONTRACTOR'S LEGAL BUSINESS NAME] have signed this AGREEMENT(S). One counterpart each has been delivered to the CITY and CONTRACTOR

Signed, sealed and delivered in the presence of:

Attest: _____

CITY OF PLANTATION

_____, City Clerk

By: _____
Diane Veltri Bendekovic, Mayor

Witness:

As to legal form: _____
Donald J. Lunny Jr.
City Attorney

Typed Name of Witness

As to Scope: _____
Administration Department

Witness:

As to Contract Insurance Requirements:

Typed Name of Witness

_____ Department

Witness:

As to Procurement Requirements:

Typed Name of Witness

Department

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____, 201[] by _____, Mayor and _____, City Clerk of the City of Plantation, Florida, who are personally known to me or who has produced _____ (type of identification) as identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 201[].

My commission expires:

My commission number is:

Printed Name of Notary

(Notary Seal)

Signed, Sealed in the presence of:

Witness:

Name of Contractor

By: _____
Signature by Authorized Agent

Typed Name of Witness

Witness:

Print Name of Authorized Agent

Title

Typed Name of Witness

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing Agreement was acknowledged before me this ____ of _____,

201[] by _____, _____, (Title)
of _____, who are personally known to me or who has
produced _____ (type of identification) as
identification and did (did not) take an oath.

WITNESS my hand and official seal this _____ day of _____, 201[].

Printed Name of Notary

My commission expires:
My commission number is:

(Notary seal)

[53]9001-14001

GENERAL CONDITIONS

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ARTICLE 1 DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

- 1.1 Addenda: Written or graphic instruments issued prior to the opening of Bid/Proposals which clarify, correct or change the Bid/Proposal Requirements or the Contract Documents.
- 1.2 Agreement: The written contract between Owner and Contractor covering the Work to be performed, and other Contract Documents that are attached to the Agreement or expressly made a part thereof as provided herein.
- 1.3 Application for Payment: The form accepted by INDEPENDENT PROFESSIONAL which is to be used by Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
- 1.4 Asbestos: Any material that contains more than one percent (1%) asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
- 1.5 Bid/Proposal: The offer or proposal of the Respondent submitted on the prescribed form setting forth the prices for the Work to be performed.
- 1.6 Bid/Proposal Documents: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, the Bid/Proposal Form, all other documents and forms provided by the City, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bid/Proposals).
- 1.7 Bid/Proposal Requirements: The advertisement or Invitation to Bid/Proposal, Instructions to Respondents, and the Bid/Proposal Form.
- 1.8 Bonds: The Public Construction Bond meeting the requirements of this Contract, or the Performance and Payment Bonds and other instruments of security which are approved by the City Attorney.
- 1.9 Calendar Day: Everyday shown on the calendar. The word "day" shall be mean "calendar day" unless it is preceded by the word "working" or "work".
- 1.10 Change Order: A document recommended by INDEPENDENT PROFESSIONAL, 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, issued on or after the Effective Date of the Agreement. One or more Change Order that cumulatively exceed \$25,000 must be presented to the City Council for consideration and approval. One or more Change Order that cumulatively are less than \$25,000 shall require only administrative consideration and approval. All Change Orders must be signed by the Mayor or the Chief Administrative Officer in order to be effective. Change Orders authorizing emergency work requested by Owner shall not need prior consideration or approval by the City Council in order to be effective; however, these Change Orders shall count towards the \$25,000 threshold amount.

- 1.11 City Legal Holiday: The following are holidays recognized annually by the City of Plantation Council as legal holidays and will be used in all Contract Documents as the only recognized holidays:

New Year's Day
 Martin Luther King Day
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Yom Kippur
 Veteran's Day
 Thanksgiving Day
 The Day following Thanksgiving Day
 Christmas Day

- 1.12 INDEPENDENT PROFESSIONAL: The person, firm or corporation named as such in the Agreement (herein and throughout the General Conditions, "INDEPENDENT PROFESSIONAL"). Depending upon the Project, the INDEPENDENT PROFESSIONAL may be an appropriately licensed City employee or may be an appropriately licensed consultant. The INDEPENDENT PROFESSIONAL for this Project shall be [name of person or firm acting as INDEPENDENT PROFESSIONAL, if blank the name of the INDEPENDENT PROFESSIONAL will be provided prior to issuance of the first Notice to Proceed].

- 1.13 INDEPENDENT PROFESSIONAL'S Consultant: A person, firm or corporation having a contract to furnish services an independent professional associate or consultant with respect to the Project. The INDEPENDENT PROFESSIONAL'S Consultant is [name of INDEPENDENT PROFESSIONAL'S, if blank the name of the INDEPENDENT PROFESSIONAL'S Consultant will be provided prior to issuance of first Notice to Proceed].

- 1.14 Claims and Disputes: A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the OWNER and CONTRACTOR arising out of or relating to the Contract. Claims must be made by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.

- 1.15 Compensable Delay: Delay beyond the control and without the fault or negligence of the CONTRACTOR resulting from OWNER caused changes in the Work or suspensions of the Work by OWNER, which is only compensable if expressly provided for elsewhere in the Contract Documents.

- 1.16 Contract Documents: The Agreement, Addenda (which pertain to the Contract Documents), Contractor's Bid/Proposal (including documentation accompanying the Bid/Proposal and any post Bid/Proposal documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Notice to Proceed, the Bonds, these General Conditions, Supplementary Conditions if any, the Specifications and the Drawings as the same are more specifically identified in the Agreement, the Instructions to Respondents, together with all Written Amendments, Change

Orders, Work Change Directives, Field Orders and INDEPENDENT PROFESSIONAL'S written interpretations and clarifications issued pursuant to paragraphs 3.5., 3.6.1, and 3.6.3 on or after the Effective Date of the Agreement. Shop Drawing submittals approved pursuant to paragraphs 5.26 and 5.27 and the reports and drawings referred to in paragraphs 4.2 are not Contract Documents.

- 1.17 Contract Price: The monies payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement (subject to the provisions of paragraph 10.9.1 in the case of Unit Price Work).
- 1.18 Contract Times: The number of calendar days or the dates stated in the Agreement: (i) to achieve Substantial Completion, and (ii) to complete the Work so that it is ready for final payment as evidenced by INDEPENDENT PROFESSIONAL'S written recommendation of final payment in accordance with paragraph 13.13.
- 1.19 CONTRACTOR: The person, firm or corporation with whom Owner has entered into the Agreement (herein and throughout the General Conditions, "CONTRACTOR").
- 1.20 Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment (unless responsibility for the protection thereof has been expressly assumed in writing by Owner at Substantial Completion in accordance with paragraph 13.8 or 13.10).
- 1.21 Drawings: The drawings which show the scope, extent and character of the Work to be furnished and performed by Contractor and which have been prepared or approved by INDEPENDENT PROFESSIONAL and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.
- 1.22 Effective Date of the Agreement: The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
- 1.23 Excusable Delay: Any delay beyond the control and without the fault or negligence of the CONTRACTOR, the OWNER, or any other contractor caused by events or circumstances such as, but not limited to, acts of God or of the public enemy, acts of intervenors, acts of government other than the OWNER, fires, floods, epidemics, quarantine restrictions, freight embargoes, and hurricanes, tornadoes, or new sink holes (not induced by drilling operations). Labor disputes of CONTRACTOR'S or SUBCONTRACTOR'S or SUPPLIER'S labor forces, and average rainfall shall give rise only to inexcusable delays.
- 1.24 Field Order: A written order issued by INDEPENDENT PROFESSIONAL which orders minor changes in the Work in accordance with paragraph 8.5 but which does not involve, nor is intended to involve, a change in the Contract Price or Contract Times.
- 1.25 FINAL COMPLETION (ACCEPTANCE): The OWNER'S written acceptance of the Work or when the punch list is completed, whichever is later.

- 1.26 Float or Slack Time: The time available in the progress schedule during which an unexpected activity can be completed without delaying Substantial Completion or Final Completion of the Work.
- 1.27 General Requirements: All sections of the Specifications and drawings.
- 1.28 Hazardous Waste: The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.
- 1.29 Inexcusable Delay: Any delay caused either (i) by events or circumstances within the control of the CONTRACTOR, such as inadequate crewing, slow submittals, etc., which might have been avoided by the exercise of care, prudence, foresight, or diligence on the part of the CONTRACTOR, or (ii) by weather conditions (other than hurricanes and tornadoes) or labor disputes, and all other matters which are not deemed subject to "excusable delay".
- 1.30 Initiation of Operation: The time after Substantial Completion when the OWNER initiates use of the entire Work, or portion of the Work, for the purposes for which it was planned, designed and built, thus commencing the one-year warranty and correction period for that portion of the Work where Initiation of Operation was issued.
- 1.31 Laws and Regulations: Laws or Regulations: Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies authorities and courts having jurisdiction.
- 1.32 Liens: Liens, charges, security interests or encumbrances upon real property or personal property.
- 1.33 Milestone: A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.
- 1.34 Non-prejudicial Delay: Any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time.
- 1.35 Notice of Award: The written notice by Owner to the apparent successful Respondent stating that upon compliance by the apparent successful Respondent with the conditions precedent enumerated therein, within the time specified, Owner will sign and deliver the Agreement.
- 1.36 Notice to Proceed: A written notice given by Owner to Contractor (with a copy to INDEPENDENT PROFESSIONAL) fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform Contractor's obligations under the Contract Documents.
- 1.37 OWNER: The City of Plantation, a Florida municipal corporation (herein and throughout the Contract Documents, "OWNER" also referred to as "CITY").
- 1.38 Partial Utilization: Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work, which use is formally accepted and authorized by the parties in writing.
- 1.39 PCBs: Polychlorinated biphenyls

- 1.40 Petroleum: Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.
- 1.41 Prejudicial Delay: Any excusable or compensable delay impacting the Work and exceeding the total float available in the progress schedule, thus preventing completion of the Work within the Contract Time unless the Work is accelerated.
- 1.42 Pre-operational Testing: All field inspections, installation checks, performance tests, and necessary corrections required of CONTRACTOR to demonstrate that individual components of the Work have been properly completed and do operate in accordance with their intended purposes.
- 1.43 Project: The total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by other contractors and by the OWNER'S own forces including persons or entities under separate contracts which may or may not be administered by the INDEPENDENT PROFESSIONAL.
- 1.44 Radioactive Material: Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.
- 1.45 Resident Project Representative: The authorized representative of INDEPENDENT PROFESSIONAL who may be assigned to the site or any part thereof.
- 1.46 Respondent: Respondent shall also mean proposer and bidder as applicable to the procurement method utilized by the Owner.
- 1.47 Samples: Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.
- 1.48 Shop Drawings: All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- 1.49 Specifications: Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.
- 1.50 Subcontractor: An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site (herein and throughout the General Conditions, "SUBCONTRACTOR").
- 1.51 Substantial Completion: That date, as certified in writing by the INDEPENDENT PROFESSIONAL and as finally determined by the OWNER in its sole discretion, the Work, or portion thereof, is at a level of completion in substantial compliance with Contract Documents such that all conditions of permits and regulatory agencies have been satisfied and the OWNER or its designee can enjoy use or occupancy and can use or operate it in all respects for its intended purpose. A Certificate of Occupancy must be issued for Substantial Completion to be achieved,

however, the issuance of a Certificate of Occupancy or the date thereof is not to be determinative of the achievement or date of Substantial Completion.

- 1.52 Supplementary Conditions: The part of the Contract Documents, which amends or supplements these General Conditions.
- 1.53 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 any Subcontractor.
- 1.54 Underground Facilities: All pipelines, conduits ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
- 1.55 Unit Price Work: Work to be paid for on the basis of unit prices.
- 1.56 Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.
- 1.57 Work Change Directive: A written directive to Contractor, issued on or after the Effective Date of the Agreement and signed by Owner and recommended by INDEPENDENT PROFESSIONAL, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 4.2 or 4.3 or to emergencies under paragraph 5.23. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times as provided in paragraph 9.6. Work Change Directives must be signed by the Mayor or the Chief Administrative Officer in order to be effective.
- 1.58 Working Day: A Calendar day, exclusive of Sundays and OWNER declared city legal holidays, on which weather and other conditions not under the control of the CONTRACTOR, will permit construction operations to proceed for the major part of the day on the principal item or items of work which would normally be in progress at that time. Working Days may include additional calendar days if permitted pursuant to Section 5.5 of the General Conditions.
- 1.59 Written Amendment: A written amendment of the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement. A Written Amendment must be signed by the Mayor or the Chief Administrative Officer in order to be effective.

ARTICLE 2 PRELIMINARY MATTERS

2.1 Delivery of Bonds

When CONTRACTOR delivers the executed Agreements to OWNER, CONTRACTOR shall also deliver to OWNER such Bonds as CONTRACTOR may be required by the OWNER.

2.2 Copies of Documents

OWNER shall furnish to CONTRACTOR three copies of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

2.3 Commencement of Contract Times; Notice to Proceed

The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty (30) days after the Effective Date of the Agreement, and shall not specify a time of commencement later than sixty (60) days after the Effective Date of the Agreement.

2.4 Starting the Work

CONTRACTOR shall start to perform the Work on the date when the Contract Times commence to run, but no Work shall be done at the site prior to the date on which the Contract Times commence to run.

2.5 Before Starting Construction

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to INDEPENDENT PROFESSIONAL any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from INDEPENDENT PROFESSIONAL before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to OWNER or INDEPENDENT PROFESSIONAL for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6 Preliminary Reports and Schedules

Within ten (10) working days or fifteen (15) calendar days after the Effective Date of the Agreement, whichever is later, CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for review:

- 2.6.1 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 Documents;
- 2.6.2 A preliminary schedule of Shop Drawing and Sample submittals which will list each required submittal and the times for submitting, reviewing and processing such submittal;
- 2.6.3 A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.7 Certificates of Insurance

Before any Work at the site is started, CONTRACTOR and OWNER shall deliver to the other, with copies to each additional insured, certificates of insurance (and other evidence of insurance which either of them or any additional insured may reasonably request) which CONTRACTOR is required to purchase and maintain in accordance with the Contract Documents.

2.8 Pre-construction Conference

Within twenty (20) calendar days after the Effective Date of the Agreement, but before CONTRACTOR starts the Work at the site, a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL, OWNER and others as appropriate will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work.

2.9 Initially Acceptable Schedules

Unless otherwise provided in the Contract Documents, at least ten (10) days before submission of the first Application for Payment a conference attended by CONTRACTOR, INDEPENDENT PROFESSIONAL and others as appropriate will be held to review for acceptability to INDEPENDENT PROFESSIONAL as provided below the schedules submitted in accordance with paragraph 2.6. CONTRACTOR shall have an additional ten (10) days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to CONTRACTOR until the schedules are submitted to and acceptable to INDEPENDENT PROFESSIONAL as provided below. The progress schedule must be acceptable to INDEPENDENT PROFESSIONAL as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Times, but such acceptance will neither impose on INDEPENDENT PROFESSIONAL responsibility for the sequencing, scheduling or progress of the Work nor interfere with or relieve CONTRACTOR from CONTRACTOR'S full responsibility therefor. CONTRACTOR'S schedule of Shop Drawing and Sample submissions must be acceptable to INDEPENDENT PROFESSIONAL as providing a workable arrangement for reviewing and processing the required submittals. CONTRACTOR'S schedule of values must be acceptable to INDEPENDENT PROFESSIONAL as to form and substance so as to balance the performance of the Work with the progression of payment therefore and prevent a disparity between such performance and payments.

2.10 Contract Document Signing

The OWNER and CONTRACTOR as provided in the Agreement shall sign the Contract Documents. If either the OWNER or CONTRACTOR or both do not sign the entire Contract Document, the INDEPENDENT PROFESSIONAL shall identify such unsigned Documents, and have the party execute the same.

ARTICLE 3 CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.1 Entire Agreement

The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida. If any portion of the Contract Documents is or appears to be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: the

"Agreement (Contract)", as amended from time to time; Supplementary Conditions (if any); General Conditions; Supplemental Instructions to Respondents; Instructions to Respondents; the Specifications; the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the sealed measurements, the figure shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

3.2 Intent

It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical or construction industry or trade meaning are used to describe Work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning. Clarifications and interpretations of the Contract Documents shall be issued by INDEPENDENT PROFESSIONAL as provided hereafter.

3.3 Reference to Standards and Specifications of Technical Societies; Reporting and Resolving Discrepancies:

3.3.1 Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard, specification, manual, code or Laws or Regulations in effect at the time of opening of Bid/Proposals (or, on the Effective Date of the Agreement if there were no Bid/Proposals), except as may be otherwise specifically stated in the Contract Documents.

3.3.2 If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity or discrepancy within the Contract Documents, or between the Contract Documents and any provision of any such Law or Regulation applicable to the performance of the Work or of any such standard, specification, manual or code or of any instruction of any Supplier referred to in paragraph 5.5, CONTRACTOR shall report it to INDEPENDENT PROFESSIONAL in writing at once, and, CONTRACTOR shall not proceed with the Work affected thereby (except in an emergency as authorized by paragraph 5.23) until an amendment or supplement to the Contract Document has been issued by one of the methods indicated in paragraph 3.5 or 3.6; provided, however, that CONTRACTOR shall not be liable to OWNER or INDEPENDENT PROFESSIONAL for failure to report any such conflict, error, ambiguity or discrepancy unless CONTRACTOR knew or reasonably should have known thereof.

3.3.3 Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto issued by one of the methods indicated in paragraph 3.5 or 3.6, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

3.3.3.1 The provisions of any such standard, specification, manual, code or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

3.3.3.2 The provisions of any such 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).

3.3.4 No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of OWNER, CONTRACTOR or INDEPENDENT

PROFESSIONAL, or any of their SUBCONTRACTORS, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants, agents or employees any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of paragraph 8.13 or any other provision of the Contract Documents.

3.4 Contract Document Terms

Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved" or terms of like effect or import are used, or the adjectives "reasonable," "suitable," "acceptable," "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of INDEPENDENT PROFESSIONAL as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate, in general, the completed Work for compliance with the requirements of and information in the Contract Documents and conformance with the design concept of the completed 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 shall not be effective to assign to INDEPENDENT PROFESSIONAL any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.13 or any other provision of the Contract Documents.

3.5 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.5.1 A formal Written Amendment,
- 3.5.2 A Change Order (pursuant to paragraph 9.4), or
- 3.5.3 A Work Change Directive (pursuant to paragraph 9.1).

3.6 Contract Documents Supplements

In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.6.1 A Field Order (pursuant to paragraph 8.5),
- 3.6.2 INDEPENDENT PROFESSIONAL'S approval of a Shop Drawing or sample (pursuant to paragraphs 5.26 and 5.27), or
- 3.6.3 INDEPENDENT PROFESSIONAL'S written interpretation or clarification (pursuant to paragraph 8.4).

3.7 Reuse of Documents

CONTRACTOR and any SUBCONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with OWNER (i) shall not 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 INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant, and (ii) shall not reuse any of Drawings, Specifications, other documents or copies on extensions of the Project or any other project without written consent of OWNER and INDEPENDENT PROFESSIONAL and specific written verification or adoption by INDEPENDENT PROFESSIONAL.

3.8 Division of Work

Organization of the Specifications into divisions, sections, and articles, and arrangement of Drawing shall not control the CONTRACTOR in dividing the Work among SUBCONTRACTORS or in establishing the extent of Work to be performed by any trade.

ARTICLE 4 AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; REFERENCE POINTS

4.1 Availability of Land

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Upon reasonable written request, OWNER shall furnish CONTRACTOR with a correct statement of record legal title and legal description of the lands upon which the Work is to be performed and OWNER'S interest therein as necessary. OWNER shall identify any encumbrances or restrictions not of general application but specifically related to use of lands so furnished with which CONTRACTOR will have to comply in performing the Work. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER'S furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment, or construction operations.

4.2 Subsurface and Physical Conditions

4.2.1 Reports and Drawings:

- 4.2.1.1 Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. The following reports of explorations and tests of subsurface conditions at or contiguous to the site have been utilized by the INDEPENDENT PROFESSIONAL [List ☐ if none, write "None"]

;and

- 4.2.1.2 Physical Conditions: Those drawings of physical conditions in or relating to existing surface or sub- surface structures at or contiguous to the site (except Underground Facilities) that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents. 4.2.1.2 The following drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) have been utilized by the INDEPENDENT PROFESSIONAL [List ☐ if none, write "None"]:

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- 4.2.2 Limited Reliance by CONTRACTOR Authorized; Technical Data: CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. The following is the "Technical Data" in the information identified in Section 4.2.1.1 or 4.2.1.2 which the CONTRACTOR may limitedly rely upon as set forth in this Section 4.2 [List the Technical Data for CONTRACTOR'S reliance or write "None"]:
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Except for such reliance on such "technical data," CONTRACTOR may not rely upon or make any claim against OWNER, INDEPENDENT PROFESSIONAL or any of INDEPENDENT PROFESSIONAL'S Consultants with respect to:

- 4.2.2.1 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
- 4.2.2.2 Other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or
- 4.2.2.3 Any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.
- 4.2.3 Notice of Differing Subsurface or Physical Conditions: If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site (except Underground Facilities) that is uncovered or revealed either:
- 4.2.3.1 Is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or
- 4.2.3.2 Differs materially and substantially from that shown or indicated in the Contract Documents, or
- 4.2.3.3 Is of an unusual nature, and differs materially and substantially 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 conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify OWNER and INDEPENDENT PROFESSIONAL in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

- 4.2.4 INDEPENDENT PROFESSIONAL'S Review: INDEPENDENT PROFESSIONAL will promptly review the pertinent conditions, determine the necessity of OWNER'S obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of INDEPENDENT PROFESSIONAL'S findings and conclusions.
- 4.2.5 Possible Contract Documents Change: If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of

the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

- 4.2.6 Possible Price and Times Adjustments: An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes a material and substantial increase or decrease in CONTRACTOR'S cost of, or time required for performance of, the Work; subject, however, to the following:
- 4.2.6.1 Such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.3, inclusive;
 - 4.2.6.2 A change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;
 - 4.2.6.3 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 paragraphs 8.10 and 10.9; and
 - 4.2.6.4 CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if:
 - 4.2.6.4.1 CONTRACTOR knew of the existence of such conditions or with the exercise of reasonable care should have known at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a Bid/Proposal or becoming bound under a negotiated contract; or
 - 4.2.6.4.2 The existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas allowed by the Bid/Proposal Requirements (e.g. the Instructions to Respondents) or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR'S making such final commitment; or
 - 4.2.6.4.3 CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not 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.

- 4.2.7 No claim of the CONTRACTOR under this *Paragraph* of the General Conditions shall be allowed unless 1) CONTRACTOR has given the notice required in *Paragraph 4.2.3*, and 2) within **THIRTY (30)** days after CONTRACTOR has given the written notice, CONTRACTOR submits to OWNER a detailed claim setting forth CONTRACTOR'S right to recover any additional costs and lost time as provided in Articles 10 and 11 of the General Conditions.

4.3 Physical Conditions - Underground Facilities:

- 4.3.1 Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or INDEPENDENT PROFESSIONAL by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in Supplementary Conditions:
- 4.3.1.1 OWNER and INDEPENDENT PROFESSIONAL shall not be responsible for the accuracy or completeness of any such information or data; and,
 - 4.3.1.2 The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents, (iii)

coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 5.20 and repairing any damage thereto resulting from the Work.

- 4.3.2 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, 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 5.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and INDEPENDENT PROFESSIONAL. INDEPENDENT PROFESSIONAL will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If INDEPENDENT PROFESSIONAL concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 9 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20. CONTRACTOR shall be allowed an extension of the Contract Times to the extent that it is attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on the length of any such adjustment in Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11. However, OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.4 Reference Points

OWNER shall provide INDEPENDENT PROFESSIONAL surveys to establish reference points for construction, which in INDEPENDENT PROFESSIONAL'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 shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to INDEPENDENT PROFESSIONAL'S whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement of relocation of such reference points by professionally qualified personnel.

4.5 Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material

- 4.5.1 OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, SUBCONTRACTOR, Suppliers or anyone else for which CONTRACTOR is responsible.
- 4.5.2 CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 5.23), and (ii) notify OWNER and INDEPENDENT PROFESSIONAL (and thereafter confirm such notice in writing). OWNER shall promptly consult with INDEPENDENT PROFESSIONAL concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take

corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. CONTRACTOR shall be solely entitled to an extension of the Contract Times as a result of any uncovered or revealed asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive Material. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 10 and 11.

4.5.3 If after receipt of such special 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 such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 10 and 11. OWNER may have such deleted portion of the Work performed by OWNER'S own forces or others in accordance with Article 6.

4.5.4 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

ARTICLE 5 CONTRACTOR'S RESPONSIBILITIES

5.1 Supervision and Superintendence

CONTRACTOR shall supervise, inspect, conduct, and direct the Work competently and efficiently, and using CONTRACTOR'S best skill and attention, to perform the Work in accordance with Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but CONTRACTOR shall not be responsible for the negligence of others in the design or specification of a specific means, method, technique, sequence or procedure of construction which is shown or indicated in and expressly required by the Contract Documents. CONTRACTOR shall be responsible to see that the completed Work complies accurately with the Contract Documents. CONTRACTOR shall not, however, be relieved of his duty to report in writing any conflicts, error, ambiguity, or discrepancy, which is discovered during performance of the Work, as otherwise required by the Contract Documents.

5.2 CONTRACTOR'S Superintendent

CONTRACTOR shall keep on the Work at all times during its progress a competent resident superintendent, who shall not be replaced without written notice to OWNER and INDEPENDENT PROFESSIONAL by CONTRACTOR, except under extraordinary circumstances or as otherwise requested by OWNER. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications to the superintendent shall be as binding as if given to CONTRACTOR.

5.3 Labor, Materials and Equipment

CONTRACTOR shall provide competent, suitably qualified personnel to survey, lay out and construct the Work as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. 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 indicated in the Contract Documents, all Work at the site shall be performed during regular working hours and CONTRACTOR will not permit work during non-regular working hours or the performance of Work on Saturday, Sunday or any City legal holiday without OWNER'S written consent.

5.3.1 NORMAL WORK HOURS AND OVERTIME WORK HOURS

Maintenance work may be performed during hours other than regular working hours. Regular working hours shall not exceed TEN (10) hours per day, Monday through Saturday, commencing no earlier than 7:00 a.m. and ending no later than 8:00 p.m. Requests to work during other than regular working hours must be submitted to the OWNER (Administration Department) at least SEVENTY-TWO (72) hours in advance of the period proposed for such non-regular working hours and shall set forth the proposed schedule for overtime work to give OWNER (Administration Department) ample time to arrange for their personnel to be at the site of the Work. CONTRACTOR shall be responsible for the cost of the INDEPENDENT PROFESSIONAL'S Resident Project Representative, if one is assigned to the project, during periods of time that the CONTRACTOR is conducting overtime work.

5.3.2 HOURS OF NOISY BUSINESS OPERATIONS

The CONTRACTOR'S attention is directed to the fact that the noise generated by his construction equipment and operations must comply with all applicable Federal, State, and local environmental regulations including Section 16-2(2), City Code. The INDEPENDENT PROFESSIONAL may identify noise sensitive sites and require abatement measures be utilized.

5.4 Contractor's Responsibilities

Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.

5.4.1 The CONTRACTOR shall furnish all water for testing, flushing and construction. It may be available by connecting to the OWNER'S water system at a point approved by the OWNER. The OWNER shall charge the CONTRACTOR for water used in performing the above functions in accordance with the OWNER'S established rate schedule. There shall be installed in each and every connection to the OWNER'S water supply a back-flow preventer meeting the requirements of ANSI A40.6, latest revision at each and every connection. CONTRACTOR shall be required to meter all water used.

5.5 Quality Materials, Equipment, etc.

All materials and equipment shall be of good quality and new. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of OWNER. If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with instructions of the applicable Supplier or manufacturer except as otherwise provided in the Contract Documents.

5.6 Progress Schedule

CONTRACTOR shall adhere to the progress schedule established in accordance with paragraph 2.9 as it may be adjusted from time to time as provided below:

5.6.1 CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL for acceptance (to the extent indicated in paragraph 2.9) proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

5.6.2 Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of paragraph 11.1. Such adjustments may only be made by a Change Order or Written Amendment in accordance with Article 11.

5.7 Substitutes and "Or-Equal" Items

5.7.1 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 specification or description is intended to establish the type, function and quality required. Unless the specification or description contains or is followed by words reading that "no like", equivalent or "or-equal" item or no substitution is permitted, other items of material or equipment, or material or equipment of other Suppliers may be accepted by INDEPENDENT PROFESSIONAL under the following circumstances:

5.7.1.1 "Or-Equal": If in INDEPENDENT PROFESSIONAL'S sole discretion 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, it may be considered by INDEPENDENT PROFESSIONAL as an "or equal" item, in which case review and approval of the proposed item may, in INDEPENDENT PROFESSIONAL'S sole discretion, be accomplished without compliance with some or all of the requirements for acceptance of proposed substitute items.

5.7.1.2 Substitute Items: If in INDEPENDENT PROFESSIONAL'S sole discretion an item of material or equipment proposed by CONTRACTOR does not qualify as an "or equal" item under subparagraph 5.7.1.1, it will be considered a proposed substitute item. CONTRACTOR shall submit sufficient information as provided below to allow INDEPENDENT PROFESSIONAL to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute therefor. The procedure for review by the INDEPENDENT PROFESSIONAL will include the following as supplemented in the General Requirements or as INDEPENDENT PROFESSIONAL may decide is appropriate under the circumstances. Requests for review of proposed substitute items of material or equipment will not be accepted by INDEPENDENT PROFESSIONAL from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall first make written application to INDEPENDENT PROFESSIONAL for acceptance thereof, certifying that the proposed substitute will perform adequately the functions and achieve the results

called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the proposed substitute will prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs and delays or schedule impacts that will result directly or indirectly from reviews, acceptance and provisions of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by INDEPENDENT PROFESSIONAL in evaluating the proposed substitute. INDEPENDENT PROFESSIONAL may require CONTRACTOR to furnish additional data about the proposed substitute. In rendering a decision, OWNER, INDEPENDENT PROFESSIONAL and CONTRACTOR shall utilize any available float time in the schedule. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit the OWNER and an appropriate Change Order shall be executed.

5.7.1.3 CONTRACTOR'S Expense: All data to be provided by CONTRACTOR in support of any proposed "or-equal" or substitute item will be at CONTRACTOR'S expense.

5.7.2 Substitute Construction Methods or Procedures: If a specific means, method, technique, sequence or procedure of construction is shown or indicated in and expressly required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to INDEPENDENT PROFESSIONAL. CONTRACTOR shall submit sufficient information to allow INDEPENDENT PROFESSIONAL, in INDEPENDENT PROFESSIONAL'S sole discretion, to determine that the substitute proposed is equivalent to that expressly called for by the Contract Documents. The procedure for review by INDEPENDENT PROFESSIONAL will be similar to that provided in subparagraph 5.7.1.2.

5.7.3 INDEPENDENT PROFESSIONAL'S Evaluation: INDEPENDENT PROFESSIONAL will be allowed a reasonable time within which to evaluate each proposal or submittal made pursuant to paragraphs 5.7.1.2 and 5.7.2. INDEPENDENT PROFESSIONAL will be the sole judge of acceptability. No "or equal" or substitute will be ordered, installed or utilized without INDEPENDENT PROFESSIONAL'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. OWNER may require CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any "or-equal" or substitute. INDEPENDENT PROFESSIONAL will record time required by INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants in evaluating substitutes proposed or submitted by CONTRACTOR pursuant to paragraphs 5.7.1.2 and 5.7.2 and in making changes in the Contract Documents (or in the provisions of any other direct contract with OWNER for work on the Project) occasioned thereby. Whether or not INDEPENDENT PROFESSIONAL accepts a substitute item or "or equal" so proposed or submitted by CONTRACTOR, CONTRACTOR shall reimburse OWNER for the charges of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants for evaluating each such proposed substitute or "or equal" item and all costs resulting from any delays in the Work while the substitute or "or equal" was undergoing reviews. In addition any OWNER

expenses pertaining to the above-referenced items shall be reimbursed by CONTRACTOR. (e.g., legal expenses of any Contract Document revisions).

- 5.7.4 Equipment manufacturers should have a record of satisfactory operation for a specified period of time or deposits to guarantee replacement equipment will be available and may be used in the event of equipment failure. Submission of a Bond or deposit shall be permitted instead of a specified experience period. The period of time for which the Bond or deposit is required should not exceed the experience period specified. No experience restriction will be permitted which unnecessarily reduces competition or innovation.

5.8 Concerning Subcontractors, Suppliers and Others

- 5.8.1 CONTRACTOR shall not employ any SUBCONTRACTOR, Supplier or other person or organization (including those acceptable to OWNER and INDEPENDENT PROFESSIONAL as indicated in paragraph 5.8.2) whether initially or as a substitute, against whom OWNER or INDEPENDENT PROFESSIONAL may have reasonable objection. CONTRACTOR shall not be required to employ any SUBCONTRACTOR, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

A SUBCONTRACTOR or other person or organization identified in the CONTRACTOR'S Bid/Proposal and not objected to in writing by OWNER or INDEPENDENT PROFESSIONAL prior to the execution of the Agreement will be deemed acceptable to OWNER and INDEPENDENT PROFESSIONAL. All other SUBCONTRACTORS and persons shall be deemed to have been accepted if OWNER or INDEPENDENT PROFESSIONAL deliver no written objection thereto within **FORTY-FIVE (45)** Calendar Days after CONTRACTOR'S written identification of such SUBCONTRACTORS. However, if OWNER or INDEPENDENT PROFESSIONAL, before or after acceptance of a SUBCONTRACTOR, has reasonable objection to any SUBCONTRACTOR or other person whether identified in the Bid/Proposal or subsequently, CONTRACTOR shall submit an acceptable substitute without entitlement to any change on Contract Price. If OWNER or INDEPENDENT PROFESSIONAL demands the substitution of a SUBCONTRACTOR at any time without having reasonable objection to such SUBCONTRACTOR or other person, the CONTRACTOR shall comply and shall be entitled to change in Contract Price (by appropriate Change Order) for the difference in cost occasioned by such substitution. After acceptance by the OWNER or INDEPENDENT PROFESSIONAL of any particular SUBCONTRACTOR or other person, the CONTRACTOR shall not make any substitution without written approval of the OWNER, which request shall not be unreasonably withheld. No acceptance by OWNER or INDEPENDENT PROFESSIONAL of any such SUBCONTRACTOR, Supplier or other person or organization shall constitute a waiver of any right of OWNER or INDEPENDENT PROFESSIONAL to reject defective Work.

- 5.8.2 The CONTRACTOR shall identify the name and address of the person, firm, or business entity performing or supplying the following portions of the Work if CONTRACTOR intends to use SUBCONTRACTORS for such Work:

[List major portions of Work or critical aspects of Work where OWNER wishes a mandatory disclosure of SUBCONTRACTORS here]

5.9 Contractor's Responsibility for Payment to Subcontractors, etc.

- 5.9.1 CONTRACTOR shall be fully responsible to OWNER and INDEPENDENT PROFESSIONAL for all acts and omissions of the SUBCONTRACTORS, Suppliers and other persons and organizations

performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such SUBCONTRACTOR, Supplier or other person or organization any contractual relationship between OWNER or INDEPENDENT PROFESSIONAL and any such SUBCONTRACTOR, Supplier or other person or organization, nor shall it create any obligation on the part of OWNER or INDEPENDENT PROFESSIONAL to pay or to see to the payment of any moneys due any such SUBCONTRACTOR, Supplier or other person or organization.

- 5.9.2 CONTRACTOR shall be solely responsible for scheduling and coordinating the Work of SUBCONTRACTORS, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR. CONTRACTOR shall require all SUBCONTRACTORS, Suppliers and such other persons and organizations performing or furnishing any of the Work to communicate with the INDEPENDENT PROFESSIONAL through CONTRACTOR.

5.10 Subcontractor or Supplier Work Requirements and Responsibilities

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.

5.11 Agreement between CONTRACTOR and SUBCONTRACTOR

All work performed for CONTRACTOR by a Subcontractor or Supplier will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor or Supplier, which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and INDEPENDENT PROFESSIONAL.

5.12 Patent Fees and Royalties

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 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 INDEPENDENT PROFESSIONAL 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. To the fullest extent permitted by Laws and Regulations, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from 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 Document.

- 5.12.1 The following particular invention, design, process, product or device which is specified in the Contract Documents for use in the performance of the Work is to the actual knowledge of OWNER or INDEPENDENT PROFESSIONAL subject to intellectual property rights or use protections calling for the payment of any license fee or royalty to others:

[List all known here, or write "None" as may be applicable]

5.13 Permits

CONTRACTOR shall identify all governmental authorities and agencies having jurisdiction to approve the construction, and obtain all permits and approvals with such governmental authorities as have jurisdiction, and assist OWNER in consultations with appropriate governmental authorities and agencies in obtaining all required permits and approvals. Without limiting the foregoing, CONTRACTOR shall pay all fees, costs, and expenses in connection with the applications, processing, and securing approvals or permits from all governmental authorities which have jurisdiction over all aspects of this Work except City of Plantation permits and fees which shall be waived except for so much of said fees as the City is required to remit to other governmental agencies.

5.14 Laws and Regulations

CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither OWNER nor INDEPENDENT PROFESSIONAL shall be responsible for monitoring CONTRACTOR'S compliance with any Laws or Regulations.

If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with Laws and Regulations, but this shall not relieve CONTRACTOR of CONTRACTOR'S obligations under paragraph 3.3.2.

5.15 Taxes

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.

5.16 Use of Premises

CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work. Should any claim be made by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or by litigation. For any losses or claim arising out of the use of premises, CONTRACTOR shall indemnify and hold harmless OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultant and anyone directly or indirectly employed by any of them pursuant to paragraph 5.31.

5.17 Clean Site Requirements

During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials. CONTRACTOR shall leave the site clean and ready for occupancy by OWNER at Substantial Completion of the Work.

CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. All debris removal and site cleanup and restoration is included in the Scope of Work (debris removal shall be effected by the City's franchised solid waste contractor).

5.18 Structure Safety

CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger any structure, nor shall CONTRACTOR subject any part of the Work or adjacent property or improvements on adjacent property to stresses or pressures that will endanger any of them.

5.19 Record Documents

CONTRACTOR shall maintain in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Change Directives, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.4) in good order and annotated to show all changes made during construction. These record documents together with all approved Samples and a counterpart of all approved Shop Drawings will be available to INDEPENDENT PROFESSIONAL for reference. Upon completion of the Work, these record documents, Samples and Shop Drawings will be delivered to INDEPENDENT PROFESSIONAL for OWNER. "As-built" drawings and a survey will also be delivered to OWNER.

5.20 Safety and Protection

CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- 5.20.1 all persons on the Work site or who may be affected by the Work;
- 5.20.2 all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- 5.20.3 other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 5.20.2 or 5.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR [except damage or loss attributable to inaccurate Technical Data described in Paragraph 4.2.2, or to the affirmative acts of OWNER or INDEPENDENT PROFESSIONAL or INDEPENDENT PROFESSIONAL'S Consultant (and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR or any Subcontractor, Supplier or other person or organization directly or indirectly employed by any of them). CONTRACTOR'S duties and responsibilities for safety and for protection of the Work shall continue until such time as all the Work is completed and INDEPENDENT PROFESSIONAL has issued a notice to OWNER and CONTRACTOR in accordance with paragraph 13.13 that the Work is acceptable (except as otherwise expressly provided in connection with Final Completion).

5.21 Safety Representative

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.

5.22 Hazard Communication Programs

CONTRACTOR shall be responsible for coordination any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among the parties or others at the work site in accordance with Laws or Regulations.

5.23 Emergencies

In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from OWNER or INDEPENDENT PROFESSIONAL, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give INDEPENDENT PROFESSIONAL prompt written notice if CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If INDEPENDENT PROFESSIONAL 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 to document the consequences of such action.

5.24 Shop Drawings and Samples

5.24.1 CONTRACTOR shall submit Shop Drawings to INDEPENDENT PROFESSIONAL for review and approval in accordance with the accepted schedule of Shop Drawings and Sample submittals (see paragraph 2.9). All submittals will be identified as INDEPENDENT PROFESSIONAL may require and in the number of copies specified in the General Requirements. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to show INDEPENDENT PROFESSIONAL the materials and equipment CONTRACTOR proposes to provide and to enable INDEPENDENT PROFESSIONAL to review the information for the limited purposes required by paragraph 5.26.

5.24.2 CONTRACTOR shall also submit Samples to INDEPENDENT PROFESSIONAL for review and approval in accordance with said accepted schedule of Shop Drawings and Sample submittals. Each Sample will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended and otherwise as INDEPENDENT PROFESSIONAL may require to enable INDEPENDENT PROFESSIONAL to review the submittal for the limited purposes required by paragraph 5.26. The numbers of each Sample to be submitted will be as specified in the Specifications.

5.25 Submittal Procedures

5.25.1 Before submitting each Shop Drawing or Sample, CONTRACTOR shall have determined and verified:

- 5.25.1.1 all field measurements, quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar information with respect thereto,
- 5.25.1.2 all materials with respect to intended use, fabrication, shipping, handling, storage, assemble and installation pertaining to the performance of the Work , and
- 5.25.1.3 all information relative to CONTRACTOR'S sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

CONTRACTOR shall also have reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents.

- 5.25.2 Each submittal will bear a stamp or specific written indication that CONTRACTOR has satisfied CONTRACTOR'S obligations under the Contract Documents with respect to CONTRACTOR'S review and approval of that submittal.
- 5.25.3 At the time of each submission, CONTRACTOR shall give INDEPENDENT PROFESSIONAL specific written notice of such variations, if any, that the Shop Drawing or Sample submitted may have from the requirements of the Contract Documents, such notice to be in written communication separate from the submittal; and, in addition, shall cause a specific notation to be made on each Shop Drawing and Sample submitted to INDEPENDENT PROFESSIONAL for review and approval of each such variation.

5.26 Shop Drawing Approvals

INDEPENDENT PROFESSIONAL will review and approve Shop Drawings and Samples in accordance with the schedule of Shop Drawings and Sample submittals accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9. INDEPENDENT PROFESSIONAL'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. INDEPENDENT PROFESSIONAL'S review and approval will not extend to means, methods, techniques, sequences or procedures of construction (except where a particular means, method, technique, sequence or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by INDEPENDENT PROFESSIONAL, 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 INDEPENDENT PROFESSIONAL on previous submittals.

5.27 CONTRACTOR'S Shop Drawings Responsibilities

INDEPENDENT PROFESSIONAL'S review and approval of Shop Drawings or Samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called INDEPENDENT PROFESSIONAL'S attention to each such variation at the time of submission as required by paragraph 5.25.3 and INDEPENDENT PROFESSIONAL has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample approval; nor will any approval by INDEPENDENT PROFESSIONAL relieve CONTRACTOR from responsibility for complying with the requirements of paragraph 5.25.1.

5.28 CONTRACTOR'S Shop Drawings Expense

Where a Shop Drawing or Sample is required by the Contract Documents or the schedule of Shop Drawings and Sample submissions accepted by INDEPENDENT PROFESSIONAL as required by paragraph 2.9, any related Work performed prior to INDEPENDENT PROFESSIONAL'S review and approval of the pertinent submittal will be at the sole expense and responsibility of CONTRACTOR.

5.29 Continuing the Work

CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with OWNER. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 14.5 or as OWNER and CONTRACTOR may otherwise agree in writing.

5.30 CONTRACTOR'S General Warranty and Guarantee

5.30.1 CONTRACTOR warrants and guarantees to OWNER, INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants that all Work will be in accordance with the Contract Documents and will not be *defective*. CONTRACTOR'S warranty and guarantee hereunder excludes defects or damage caused by:

- 5.30.1.1 abuse, modification or improper maintenance or operation by persons other than CONTRACTOR, Subcontractors or Suppliers; or
- 5.30.1.2 normal wear and tear under normal usage.

5.30.2 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:

- 5.30.2.1 observations by INDEPENDENT PROFESSIONAL;
- 5.30.2.2 recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL;
- 5.30.2.3 the issuance of a certificate of Substantial Completion or any payment by OWNER to CONTRACTOR under the Contract Documents;
- 5.30.2.4 use or occupancy of the Work or any part thereof by OWNER;
- 5.30.2.5 any acceptance by OWNER or any failure to do so;
- 5.30.2.6 any review and approval of a Shop Drawing or Sample submittal or the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to paragraph 13.13;
- 5.30.2.7 any inspection, test or approval by others; or
- 5.30.2.8 any correction of *defective* Work by OWNER

5.30.3 In addition to the warranty above that the Work will be in accordance with the Contract Documents and not defective, CONTRACTOR additionally guarantees that the Work shall remain free from defects in workmanship or materials for a period of ONE (1) year. This warranty is intended to supplement that provided in paragraphs 5.30 and 5.30.2 above. In the event of any claims under this express warranty, such claims will be presented according to the time periods specified by the applicable Florida Statute of Limitations.

5.30.4 CONTRACTOR acknowledges that the express warranties in the Contract Documents are not the sole warranties applicable to the Work, and in particular, states that all implied warranties pursuant to law are applicable including, but not limited to, implied warranties of merchantability and fitness for a particular purpose which will be applicable.

5.31 Indemnification

5.31.1 CONTRACTOR shall indemnify and hold harmless OWNER, ENGINEER, ENGINEER'S Consultants, and its elected and appointed officers, the officers, directors, employees, agents and other consultants of each of them, from and against any and all 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 other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

5.31.2 CONTRACTOR agrees to indemnify, defend, save and hold harmless the City, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every name and description that may be brought against City, its officers, agents and employees, on account of any claims, fees, royalties, or costs for any invention or patent or for

the infringement of any and all copyrights or patent rights claimed by any person, firm, or corporation.

- 5.31.3** This indemnity includes but is not limited to claims attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, including the Work itself, and including the loss of use resulting therefrom.
- 5.31.4** Payment of any amount due pursuant to the foregoing indemnity shall, after receipt of written notice by CONTRACTOR from the OWNER that such amount is due, be made by CONTRACTOR prior to the OWNER being required to pay same, or in the alternative, the OWNER, at the OWNER'S option, may make payment of an amount so due and CONTRACTOR shall promptly reimburse the OWNER for same, together with interest thereon at the rate of twelve percent (12%) per annum simple interest from the date of receipt by CONTRACTOR of written notice from the OWNER that such payment is due. CONTRACTOR agrees, at CONTRACTOR'S expense, after written notice from the OWNER, to defend any action against the OWNER that falls within the scope of this indemnity, or the OWNER, at the OWNER'S option, may elect not to tender such defense and may elect instead to secure its own attorney to defend any such action and the reasonable costs and expenses of such attorney incurred in defending such action shall be payable by CONTRACTOR. Additionally, if CONTRACTOR, after receipt of written notices from the OWNER, fails to make any payment due hereunder to the OWNER, CONTRACTOR shall pay any reasonable attorney's fees or costs incurred by the OWNER in securing any such payment from CONTRACTOR.

5.32 *Claims against OWNER or INDEPENDENT PROFESSIONAL*

In any and all claims against OWNER or INDEPENDENT PROFESSIONAL or any of their respective consultants, agents, officers, directors or employees by any employee (or the survivor or personal representative of such employee) of CONTRACTOR, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 5.31 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 person or organization under workers' compensation acts, disability benefit acts or other employee benefit acts.

Notwithstanding the foregoing, any claim should be made by written notice by Contractor to the CITY REPRESENTATIVE and INDEPENDENT PROFESSIONAL within five (5) calendar days of commencement of the event giving rise to the claim. Thereafter, within twenty (20) calendar days of the termination of the event, written notice of extent of claim with supporting documentation must be notarized and submitted. All claims for changes to contract time and price shall be waived if not submitted in strict accordance with requirements of this Section.

5.32.1 False Claims

The Contractor must submit the Schedule of Values, as a condition precedent to submitting a claim against the City. The Schedule of Values shall contain a line item for allocation of overhead costs and must be prepared contemporaneously with the response, in anticipation of the response submitted for this project. "Claim" means any invoice, statement, request, demand, lawsuit, or action under contract or otherwise, for money, property, or services made to any employee, officer, or agent of the City, or to any contractor, grantee, or other recipient if any portion of the money, property, or services requested or demanded was issued from, or was provided by, the City. It is

expressly and specifically agreed that any and all claims shall be waived if not submitted in strict accordance with the requirements of this section.

5.32.2 No Damages for Delay

No claim for damages or any claim, other than for an extension of time, shall be made or asserted against CITY by reason of any delays except as provided herein. CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from CITY 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 from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for actual delays due solely to fraud, bad faith or active interference on the part of CITY or the INDEPENDENT PROFESSIONAL. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

5.33 Indemnification Limitation

The indemnification obligation of CONTRACTOR under paragraph 5.31 shall not extend to the liability of INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants, officers, directors, employees or agents caused by the professional negligence, errors or omissions of any of them.

5.34 Survival of Obligations

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Agreement.

5.35 CONTRACTOR'S Representations

CONTRACTOR has familiarized itself with the nature and extent of the Contract Documents, the Work, the locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work. CONTRACTOR has made or caused to be made examinations, investigations and tests and studies, as it deems necessary for the performance of the Work at the Contract price, within the Contract time, and in accordance with other terms and conditions of the Contract Documents, and no additional examinations, investigations, tests, reports, or similar data are or will be required by CONTRACTOR for such purposes.

ARTICLE 6 OTHER WORK

6.1 Related Work at Site

OWNER may perform other work related to the Project at the site by OWNER'S own forces, or let other direct contracts therefor which shall contain General Conditions similar to these, or have other work performed by utility owners. If the fact that such other work is to be performed was not noted in the Contract Documents, then: (i) written notice thereof will be given to CONTRACTOR prior to starting any such other work, and (ii) CONTRACTOR may make a claim within fifteen (15) calendar days of the written

notice. The CONTRACTOR'S claim is limited only to an extension of Contract time and may only be made if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the amount or extent therefor.

6.2 Utility Rights and Access

CONTRACTOR shall afford each other CONTRACTOR who is a party to such a direct contract and each utility owner (and OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of INDEPENDENT PROFESSIONAL and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between OWNER and such utility owners and other contractors.

6.3 Contractor's Inspection of Other's Work

If the proper execution or results of any part of CONTRACTOR'S Work depends upon work performed by others under this Article 6, CONTRACTOR shall inspect such other work and promptly report to INDEPENDENT PROFESSIONAL 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 so to report will constitute an acceptance of such other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in such other work.

6.4 Coordination

If OWNER contracts with others for the performance of other work on the Project at the site, the following will be supplied to the CONTRACTOR:

- 6.4.1 The person, firm or corporation who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;
- 6.4.2 The specific matters to be covered by such authority and responsibility will be itemized; and
- 6.4.3 The extent of such authority and responsibilities will be provided.

Unless otherwise provided in Supplementary Conditions, OWNER shall have sole authority and responsibility in respect of such coordination.

6.5 Street and Right of Way Repairs before Resurfacing

The OWNER'S Public Works Department prior to any resurfacing by the CONTRACTOR shall repair streets and shoulders. The CONTRACTOR shall coordinate with the OWNER'S Public Works Department for the repair of pot-holed or damaged pavement prior to resurfacing. The CONTRACTOR shall notify the OWNER'S Public Works Department approximately **SEVENTY-TWO (72)** hours in advance of any required repairs. CONTRACTOR shall be billed for the cost of these repairs.

6.6 Utility Structures

The CONTRACTOR shall coordinate the adjustment of any structures with the appropriate utility company except the OWNER'S Utilities Department. The CONTRACTOR shall be responsible to abide by the OWNER'S specifications to adjust the OWNER'S manholes and valve boxes.

6.7 Utilities Which may be Covered by Paving (If Applicable)

In the event a structure is overlooked for adjustment by a utility company prior to the daily scheduled asphalt application (if applicable), the CONTRACTOR shall apply the asphaltic concrete leveling course or wearing course over the existing structure which were not adjusted so as to provide a smooth level surface. It will be the CONTRACTOR'S responsibility to mark the overlooked locations that were covered with new asphalt with a painted red "X". The appropriate utility company, where necessary, will make the final adjustment, after the resurfacing has been completed.

The CONTRACTOR shall notify the INDEPENDENT PROFESSIONAL and the appropriate utility company of the above locations in writing.

6.8 Owner's Right to Clean Up

If a dispute arises among the CONTRACTOR, other subcontractors and the OWNER as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the OWNER may clean up and allocate its costs among those responsible as the Construction Manager, in consultation with the INDEPENDENT PROFESSIONAL, determine to be just.

ARTICLE 7 OWNER'S RESPONSIBILITIES

7.1 INDEPENDENT PROFESSIONAL as Liaison between Owner and Contractor

Except as otherwise provided in these General Conditions, OWNER shall issue all communications to CONTRACTOR through INDEPENDENT PROFESSIONAL.

7.2 INDEPENDENT PROFESSIONAL Substitution

In case of termination of the employment of INDEPENDENT PROFESSIONAL, OWNER shall appoint a INDEPENDENT PROFESSIONAL against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former INDEPENDENT PROFESSIONAL.

7.3 Owner Provided Information and Payment

OWNER shall furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly when they are due as provided in paragraphs 13.4 and 13.13.

7.4 Land and Easement Provisions

OWNER'S duties in respect of providing lands and easements and providing INDEPENDENT PROFESSIONAL surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraph 4.2 refers to OWNER'S identifying and making available to CONTRACTOR copies of reports of explorations and tests of subsurface conditions at the site and drawings of physical conditions in existing structures at or contiguous to the site that have been utilized by INDEPENDENT PROFESSIONAL in preparing the Contract Documents.

7.5 Owner Liability and Property Insurance Responsibilities

7.5.1 OWNER is not required to purchase or maintain insurance and in the event the OWNER does not elect to purchase any insurance, such election shall not prejudice the OWNER in attempting to

collect any damages which may be appropriate from any responsible party which would have otherwise been subject to such insurance nor will such election not affect OWNER'S rights in the insurance purchased by CONTRACTOR.

- 7.5.2 OWNER typically maintains property insurance with a deductible amount of self-insured retention of \$100,000 on existing buildings only and not any portion of the Work in order to protect the interests of CONTRACTOR, SUBCONTRACTORS, INDEPENDENT PROFESSIONAL or others in the Work. The risk of loss within the deductible amount will be borne by CONTRACTOR if it, its SUBCONTRACTOR, or someone else for whom it is responsible causes any such loss. If any of these parties wish to purchase and maintain such insurance for this deductible amount, it will be at the purchaser's own expense. Owner is not required to maintain this coverage and Contractor should verify OWNER'S coverages prior to commencing work.
- 7.5.3 OWNER specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive same including, but not limited to, the procedural and substantive provisions of §768.28, Florida Statutes.
- 7.5.4 If CONTRACTOR requests in writing that other special insurance be included in the property insurance policies provided by OWNER, OWNER shall, if possible, include such insurance, and the cost thereof will be charged to CONTRACTOR by appropriate Change Order or Written Amendment. Prior to commencement of the Work at the site, OWNER shall in writing advise CONTRACTOR whether or not OWNER has procured such other insurance.
- 7.5.5 If either party (OWNER or CONTRACTOR) has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with this Contract on the basis of non-conformance with the Contract Documents, the objecting party shall so notify the other party in writing within TEN (10) days after receipt of the certificates or other evidence requested. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If Contractor does not purchase or maintain all of the Bonds and insurance required by the Contract Documents, Contractor shall notify the OWNER in writing of such failure to purchase within a reasonable time and prior to commencement of work, if possible. Without prejudice to any other right or remedy, OWNER may elect to obtain equivalent Bonds or insurance to protect the intended insurable interests at the expense of the Contractor, and a Change Order shall be issued to adjust the Contract Price accordingly.
- 7.5.6 If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all Work, such use or occupancy may be accomplished in accordance with Paragraph 14.10; provided that no such use or, occupancy shall commence before insurers providing the property insurance have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be cancelled or permitted to lapse on account of any such partial use or occupancy.
- 7.5.7 Violation of the terms of this paragraph and its subparts shall constitute a breach of the Contract and OWNER, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR thereupon cease and terminate.

7.6 Change Orders

OWNER is obligated to execute Change Orders as indicated in paragraph 9.4.

7.7 Inspections

OWNER'S responsibility in respect of certain inspections, tests and approvals is set forth in paragraph 12.4.

7.8 Work Termination or Suspension

In connection with OWNER'S right to stop Work or suspend Work, see paragraphs 12.10 and 14.1. Paragraph 14.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

7.9 Control Over Work

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 furnishing or performance of the Work. OWNER will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

7.10 Asbestos, PCBs, Hazardous Waste, etc.

OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.

7.11 Financial Arrangements

If and to the extent OWNER has agreed to furnish CONTRACTOR reasonable evidence that financial arrangements have been made to satisfy OWNER'S obligations under the Contract Documents, OWNER'S responsibility in respect thereof will be as set forth in Supplementary Conditions.

ARTICLE 8 INDEPENDENT PROFESSIONAL'S STATUS DURING CONSTRUCTION

8.1 Owner's Representative

INDEPENDENT PROFESSIONAL will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of INDEPENDENT PROFESSIONAL as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and INDEPENDENT PROFESSIONAL.

8.2 Visits to Site

INDEPENDENT PROFESSIONAL will make visits to the site at intervals appropriate to the various stages of construction as INDEPENDENT PROFESSIONAL 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, INDEPENDENT PROFESSIONAL will endeavor for the benefit of OWNER to determine, in general, if the Work is proceeding in accordance with the Contract Documents. INDEPENDENT PROFESSIONAL will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. INDEPENDENT PROFESSIONAL'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 on site observations, INDEPENDENT PROFESSIONAL will keep OWNER informed of the progress of the Work and will endeavor to guard

OWNER against defective Work. INDEPENDENT PROFESSIONAL'S visits and on-site observations are subject to all the limitations on INDEPENDENT PROFESSIONAL'S authority and responsibility set forth in paragraph 8.13, and particularly, but without limitation, during or as a result of INDEPENDENT PROFESSIONAL'S on-site visits or observations of CONTRACTOR'S Work INDEPENDENT PROFESSIONAL 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 furnishing or performance of the Work.

8.3 Project Representative

If OWNER and INDEPENDENT PROFESSIONAL agree, INDEPENDENT PROFESSIONAL will furnish a Resident Project Representative to assist INDEPENDENT PROFESSIONAL in providing more continuous observation of the Work. The responsibilities and authority and limitations thereon of any such Resident Project Representative and assistants will be as provided in paragraph 8.13. If OWNER designates another representative or agent to represent OWNER at the site who is not INDEPENDENT PROFESSIONAL'S Consultant, agent or employee, the responsibilities and authority and limitations thereon of such other person will be the same as the OWNER unless other provided for in Supplementary Conditions.

8.4 Clarifications and Interpretations

INDEPENDENT PROFESSIONAL will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as INDEPENDENT PROFESSIONAL may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. Such written clarifications and interpretations will be binding on OWNER and CONTRACTOR. If OWNER or CONTRACTOR believes that a written clarification or interpretation justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree to the amount or extent thereof, if any, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or Article 11.

8.5 Authorized Variations in Work

INDEPENDENT PROFESSIONAL may authorize minor changes in the Work from the requirements of the Contract Documents which 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. These may be accomplished by a Field Order and will be binding on OWNER and also on CONTRACTOR who shall perform the Work involved promptly. If OWNER or CONTRACTOR believes that a Field Order justifies an adjustment in the Contract Price or the Contract Times and the parties are unable to agree as to the amount or extent thereof, OWNER or CONTRACTOR may make a written claim therefor as provided in Article 10 or 11.

8.6 Rejecting Defective Work

INDEPENDENT PROFESSIONAL will have authority to disapprove or reject Work which INDEPENDENT PROFESSIONAL believes to be defective, or that INDEPENDENT PROFESSIONAL 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. INDEPENDENT PROFESSIONAL will also have authority to require special inspection or testing of the Work as provided in paragraph 12.9, whether or not the Work is fabricated, installed or completed.

8.7 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Shop Drawings and Samples

In connection with INDEPENDENT PROFESSIONAL'S authority as to Shop Drawings and Samples, see paragraphs 5.24 through 5.28 inclusive.

8.8 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Change Orders

In connection with INDEPENDENT PROFESSIONAL'S authority as to Change Orders, see Articles 9, 10 and 11.

8.9 INDEPENDENT PROFESSIONAL'S Authority Regarding Application for Payment

In connection with INDEPENDENT PROFESSIONAL'S authority as to Applications for Payment, see Article 13.

8.10 Determinations for Unit Prices

INDEPENDENT PROFESSIONAL will have authority to determine the actual quantities and classifications of items of Unit Price Work performed by CONTRACTOR, and the written decisions of INDEPENDENT PROFESSIONAL on such matters will be final, binding on OWNER and CONTRACTOR and not subject to appeal.

8.11 Decisions on Disputes

INDEPENDENT PROFESSIONAL will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and Claims under Articles 11 and 12 in respect of changes in the Contract Price or Contract Times will be referred initially to INDEPENDENT PROFESSIONAL in writing with a request for a formal decision in accordance with this paragraph. Written notice of each such claim, dispute or other matter will be delivered by the claimant to INDEPENDENT PROFESSIONAL and the other party to the Agreement promptly (but in no event later than thirty (30) days) after the start of the occurrence or event giving rise thereto, and written supporting data will be submitted to INDEPENDENT PROFESSIONAL and the other party within sixty (60) days after the start of such occurrence or event unless INDEPENDENT PROFESSIONAL allows an additional period of time for the submission of additional or more accurate data in support of such claim, dispute or other matter. The opposing party shall submit any response to INDEPENDENT PROFESSIONAL and the claimant within thirty (30) days after receipt of the claimant's last submittal (unless INDEPENDENT PROFESSIONAL allows additional time). INDEPENDENT PROFESSIONAL will render a formal decision in writing within thirty (30) days after receipt of the opposing party's submittal, if any, in accordance with this paragraph. The INDEPENDENT PROFESSIONAL'S formal decision is entitled to a rebuttable presumption that the decision is correct and binding upon the OWNER and CONTRACTOR.

8.12 INDEPENDENT PROFESSIONAL as Interpreter or Judge

When functioning as interpreter and judge under Paragraph 8.11 INDEPENDENT PROFESSIONAL will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. INDEPENDENT PROFESSIONAL will render formal decisions within thirty (30) days of the last party's submittal. No action, either at law or at equity, shall be brought by CONTRACTOR in connection with such claim, dispute or other matter later than THIRTY

(30) days after the date on which INDEPENDENT PROFESSIONAL has rendered such written decision in respect thereof. Failure to bring an action within said THIRTY (30) day period shall result in INDEPENDENT PROFESSIONAL'S decision being final and binding upon CONTRACTOR. In no event may any such action be brought after the time at which instituting such proceedings would be otherwise barred by the applicable statute of limitations.

8.13 Limitations on INDEPENDENT PROFESSIONAL'S Authority and Responsibilities

- 8.13.1 Neither INDEPENDENT PROFESSIONAL'S authority or responsibility under this Article 8 or under any other provision of the Contract Documents nor any decision made by INDEPENDENT PROFESSIONAL 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 INDEPENDENT PROFESSIONAL shall create, impose or give rise to any duty owed by INDEPENDENT PROFESSIONAL to CONTRACTOR, any SUBCONTRACTOR, any Supplier, any other person or organization, or to any surety for or employee or agent of any of them.
- 8.13.2 INDEPENDENT PROFESSIONAL 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 furnishing or performance of the Work. INDEPENDENT PROFESSIONAL will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.
- 8.13.3 INDEPENDENT PROFESSIONAL will not be responsible for the acts or omissions of CONTRACTOR or of any SUBCONTRACTOR, any Supplier, or of any other person or organization performing or furnishing any of the Work.
- 8.13.4 INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests and approvals and Other documentation required to be delivered by paragraph 13.12 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.
- 8.13.5 The limitations upon authority and responsibility set forth in this paragraph 8.13 shall also apply to INDEPENDENT PROFESSIONAL'S Consultant, Resident Project Representative and assistants.

ARTICLE 9 CHANGES IN THE WORK

9.1 Written Amendments, Change Orders

Without invalidating the Agreement and without notice to any surety, OWNER may, at any time or from time to time, order additions, deletions or revisions in the Work. Such additions, deletions or revisions will be authorized by a Written Amendment, a Change Order, or a Work Change Directive. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved, which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided). Any Work, which is commenced without a Change Order, Written Amendment, or Work Directive being

approved, shall constitute a waiver of any claim of compensation for such Work. All Work Directives must be approved by OWNER'S Administration.

9.2 Disputed Change Orders

If OWNER and CONTRACTOR are unable to agree as to the extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of a Work Change Directive, a claim may be made therefor as provided in Article 10 or Article 11.

9.3 No Payment Increase

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 and supplemented as provided in paragraphs 3.5 and 3.6 except in the case of an emergency as provided in paragraph 5.23 or in the case of uncovering Work as provided in paragraph 12.9.

9.4 Change Order Recommendations

OWNER and CONTRACTOR shall execute appropriate Change Orders recommended by INDEPENDENT PROFESSIONAL (or Written Amendments) covering:

- 9.4.1 Changes in the Work which are (i) ordered by OWNER pursuant to paragraph 9.1, (ii) required because of acceptance of defective Work under paragraph 12.13 or correcting defective Work under paragraph 12.14, or agreed to by the parties;
- 9.4.2 Changes in the Contract Price or Contract Times which are agreed to by the parties; and
- 9.4.3 Changes in the Contract Price or Contract Times which embody the substance of any written decision rendered by INDEPENDENT PROFESSIONAL pursuant to paragraph 8.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provisions of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 5.29.

If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

9.5 Quotations for Work Additions, Deletions or Revisions

At any time INDEPENDENT PROFESSIONAL may request a quotation from CONTRACTOR for a proposed change in the Work. Within TEN (10) Calendar Days after receipt of a request for a quotation for a proposed change, CONTRACTOR shall proceed to submit a written and detailed proposal for an increase or decrease in the Contract Price or Contract Time for the proposed change. INDEPENDENT PROFESSIONAL shall have TEN (10) Calendar Days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in accordance with Articles 10 and 11 of the General Conditions, and in sufficient detail reasonably to permit an analysis by INDEPENDENT PROFESSIONAL of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Any amount claimed for Subcontracts shall be similarly supported. Itemized schedule adjustments shall be in sufficient detail to permit any analysis of impact. Notwithstanding the

request for quotation, CONTRACTOR shall carry on the Work and maintain the progress schedule. Delays in the submittal of the written and detailed proposal will be considered non-prejudicial delays.

9.6 Change in Time or Price for Work Additions, Deletions or Revisions

The adjustment in Contract Price, Contract Time or both stated in a Change Order shall comprise the total price, or time adjustment or both due or owned the CONTRACTOR for the Work or changes defined in the Change Order. By executing the Change Order, the CONTRACTOR acknowledges and agrees that the stipulated price, time adjustments or both include all costs, profits and delays for all work contained in the Change Order, including costs and delays associated with the interruption of schedules, extended overheads, lost profits, delay, and cumulative impacts or ripple effect on all other non-affected work under this Contract. Signing of the Change Order constitutes full and mutual accord and satisfaction for the adjustment in Contract Price or Contract Time as a result of increases or decreases in Contract amounts and time of performance caused directly and indirectly from the change, subject to the current scope of the entire Work as set forth in the Contract Documents. The Change Order constitutes an Agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Contract, and that CONTRACTOR be waived all rights to file a claim including claims for extended overhead, delay, lost profits, additional costs or expenses, etc.

ARTICLE 10 CHANGE OF CONTRACT PRICE

10.1 Total Compensation

The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at CONTRACTOR'S expense without change in the Contract Price.

10.2 Price Modifications

The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to INDEPENDENT PROFESSIONAL promptly (but in no event later than **TWENTY (20)** Calendar Days after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within **FIFTY (50)** Calendar Days after such occurrence or event (unless in writing INDEPENDENT PROFESSIONAL allows additional time for claimant to submit additional or more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the adjustment claimed covers all known amounts to which the claimant is entitled as a result of said occurrence or event.

INDEPENDENT PROFESSIONAL in accordance with Paragraph 8.11 shall determine all claims for adjustment in the Contract Price if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract price will be valid if not submitted in accordance with this Paragraph 10.2 or if asserted after Final Payment as defined in Paragraph 13.13.

10.3 Payment Adjustment Requirements

The value of any Work covered by a Change Order or of any claim for an adjustment in the Contract Price will be determined as follows:

- 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraphs 10.9.1 through 10.9.3 inclusive);

- 10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 10.6.2);
- 10.3.3 Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 10.3.2, on the basis of the Cost of the Work (determined as provided in paragraphs 10.4 and 10.5) plus a CONTRACTOR'S fee for overhead and profit (determined as provided in paragraph 10.6).

10.4 Cost of the Work

The term Cost of the Work means the sum of all costs necessarily incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by OWNER, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 10.5.

- 10.4.1 Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classifications agreed upon by OWNER and CONTRACTOR. Payroll cost 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 be limited to salaries and wages plus the cost of federal payroll taxes, state unemployment taxes and worker's compensation insurance premiums. Such employees shall include persons at the site, and superintendents and foremen at the site, but shall exclude all others. The expenses of performing the Work after regular working hours, Saturday, Sunday or recognized Declared City legal holidays (as described in 1.11), shall be included in the above only if such work is previously authorized in writing by the OWNER.
- 10.4.2 Cost of 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.
- 10.4.3 Payments made by CONTRACTOR to the SUBCONTRACTORS for Work performed or furnished by SUBCONTRACTORS. If required by OWNER, CONTRACTOR shall obtain competitive Bid/Proposals from SUBCONTRACTORS acceptable to OWNER and CONTRACTOR and shall deliver such Bid/Proposals to OWNER who will then determine, with the advice of INDEPENDENT PROFESSIONAL, which Bid/Proposals, if any, will be accepted. 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 paragraphs 10.4, 10.5, 10.6 and 10.7. All SUBCONTRACTORS shall be subject to the other provisions of the Contract Documents insofar as applicable.
- 10.4.4 Costs of special consultants (limited to INDEPENDENT PROFESSIONALS, architects, testing laboratories, surveyors) employed for services specifically related to the Work.
- 10.4.5 Supplemental costs including the following:
- 10.4.5.1 The proportion of necessary transportation, travel and subsistence expenses of CONTRACTOR'S employees incurred in discharge of duties connected with the Work.

- 10.4.5.2 Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.
- 10.4.5.3 Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by OWNER with the advice of INDEPENDENT PROFESSIONAL, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof -- all 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.
- 10.4.5.4 Sales, consumer, use or similar taxes related to the Work, and for which CONTRACTOR is liable, imposed by Laws and Regulations.
- 10.4.5.5 Deposits lost for causes other than negligence of CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- 10.4.5.6 The cost of utilities, fuel and sanitary facilities at the site.
- 10.4.5.7 Cost of premiums for additional Bonds and insurance required because of changes in the Work.
- 10.4.5.8 Supplemental costs shall be limited to the lower of actual cost of the supplemental work or FIFTEEN PERCENT (15%) of the sum of the total costs for items 10.4.1, 10.4.2, 10.4.3, and 10.4.4.

10.5 Exception to Cost of the Work

The term Cost of the Work shall not include any of the following:

- 10.5.1 Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), managers, INDEPENDENT PROFESSIONALS, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or not on site, all off-site personnel, and all personnel not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 10.4.1 or specifically covered by Paragraph 10.4.4 all of which shall be considered administrative costs covered by the CONTRACTOR'S fee.
- 10.5.2 Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.
- 10.5.3 Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.
- 10.5.4 Cost of premiums for all Bonds and for all insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 10.4.5.7 above).
- 10.5.5 Fringe benefits costs such as Health and Retirement Benefits, bonuses, sick leave, vacation and holiday pay or any other fringe benefit except those specifically listed in 10.4.1.

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. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4.

10.6 Fee for Profit and Overhead

The CONTRACTOR'S fee allowed to CONTRACTOR for overhead and profit shall be determined as follows:

10.6.1 A mutually acceptable fixed fee; or 10.6.2 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:

10.6.2 For costs incurred under paragraphs 10.4.1 and 10.4.2:

10.6.2.1 The CONTRACTOR'S fee shall be ten (10%) percent;

10.6.2.2 For costs incurred under paragraph 10.4.3 the CONTRACTOR'S fee shall be five (5%) percent;

10.6.2.3 Where one or more tiers of subcontracts are on the basis of the Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 10.4.1, 10.4.2, 10.4.3 and 10.6.2 is that the SUBCONTRACTOR who actually performs or furnishes the Work, at whatever tier, will be paid a fee of TEN PERCENT (10%) of the costs incurred by such SUBCONTRACTOR under Paragraphs 10.4.1 and 10.4.2 and that any higher tier SUBCONTRACTOR and CONTRACTOR will each be paid a fee of FIVE PERCENT (5%) of the amount paid to the next lower tier SUBCONTRACTOR;

10.6.2.4 No fee shall be payable on the basis of costs itemized under paragraphs 10.4.4, 10.4.5 and 10.5;

10.6.2.5 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 (5%) percent of such net decrease; and

10.6.2.6 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 10.6.2.1 through 10.6.2.5, inclusive.

10.7 Financial Record Keeping

Whenever the cost of any Work is to be determined pursuant to paragraph 10.4 and 10.5, CONTRACTOR will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in form acceptable to INDEPENDENT PROFESSIONAL an itemized cost breakdown together with supporting data.

10.8 Cash Allowances

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 furnished and performed for such sums as may be acceptable to OWNER and INDEPENDENT PROFESSIONAL. CONTRACTOR agrees that:

10.8.1 The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

10.8.2 CONTRACTOR'S cost for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances and no demand for additional payment on account of any of the foregoing will be valid.

Prior to final payment, an appropriate Change Order will be issued as recommended by INDEPENDENT PROFESSIONAL to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.9 Unit Price Work

10.9.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bid/Proposals and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by INDEPENDENT PROFESSIONAL in accordance with paragraph 8.10.

10.9.2 Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

10.9.3 OWNER or CONTRACTOR may make a claim for an adjustment in the Contract Price in accordance with Article 10 if:

10.9.3.1 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; and there is no corresponding adjustment with respect to any other item of work; or

10.9.3.2 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; and

10.9.3.3 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; by at least **FIFTEEN PERCENT (15%)** of such item's Bid/Proposal estimated quantity.

ARTICLE 11 CHANGE OF CONTRACT TIMES

11.1 Time Change

The Contract Time may only be changed by a Change Order or written amendment. Any claim for an extension in the Contract Time shall be based on written notice delivered to the OWNER and INDEPENDENT PROFESSIONAL within **TWENTY (20)** Calendar Days from detection or the beginning of any event or circumstance giving rise to excusable or compensable delay and setting forth the general nature of the cause of the delay. Within **FIFTY (50)** Calendar Days of any such detection or beginning of delay, CONTRACTOR shall provide the analysis and documentation required to ascertain the facts. No claim by CONTRACTOR under this provision shall be allowed unless CONTRACTOR has given the notice and the analysis and documentation required in this *Paragraph*, or if asserted after Final Payment.

11.2 Contract Limits

All time limits stated in the Contract Documents are of the essence of the Agreement.

11.3 Time Extensions

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of CONTRACTOR, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a claim is made therefor as provided in paragraph 11.1. Delays beyond the control of CONTRACTOR shall include, but not be limited to, acts or neglect by OWNER, acts or neglect of utility owners or other contractors performing other work as contemplated by Article 6, fires, floods, epidemics, abnormal weather conditions or acts of God. Delays attributable to and within the control of a SUBCONTRACTOR or Supplier shall be deemed to be delays within the control of CONTRACTOR. No forfeiture due to delay shall be made because of any excusable and prejudicial delays in the completion of the entire Work or a specified part thereof. Any such delays shall not entitle the CONTRACTOR to any additional compensation. The sole remedy of the CONTRACTOR shall be an extension of Contract Time pursuant to this Paragraph of these General Conditions in any amount equal to the number of days of delay as determined by the OWNER.

11.4 Other Time Extensions

Where CONTRACTOR is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of both OWNER and CONTRACTOR, an extension of the Contract Times (or Milestones) in an amount equal to the time lost due to such delay shall be CONTRACTOR'S sole and exclusive remedy for such delay. In no event shall OWNER be liable to CONTRACTOR, any SUBCONTRACTOR, and Supplier, any other person or organization, or to any surety for or employee or agent of any of them, for damages arising out of or resulting from (i) delays caused by or within the control of CONTRACTOR, or (ii) delays beyond the control of both parties including but not limited to fires, floods, epidemics, abnormal weather conditions, acts of God or acts or neglect by utility owners or other contractors performing other work as contemplated by Article 6. No extension of Contract Time or increases in Contract Price shall be granted for non-prejudicial delays of any type or for inexcusable delays, unless otherwise agreed to by OWNER in its sole discretion.

11.5 No Recovery for Early Completion or Delay

If the CONTRACTOR submits a schedule or expresses an intention to complete the Work earlier than any required milestone or completion date, the OWNER shall not be liable to the CONTRACTOR for any costs incurred, lost profits, extended overhead, expenses, or other damages of any kind because of delay or hindrance, regardless of whether such delay or hindrance was caused by the OWNER or by its agents, should the CONTRACTOR be unable to complete the Work before such milestone or completion date.

CONTRACTOR shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from OWNER for lost profits, direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency or extended overhead, arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active malicious interference on the part of City. Otherwise, CONTRACTOR shall be entitled only to extensions of the Contract Time as the sole and exclusive remedy for excusable delay.

ARTICLE 12 TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

12.1 Notice of Defects

Prompt notice of all defective Work of which OWNER or INDEPENDENT PROFESSIONAL have actual knowledge will be given to CONTRACTOR. All defective Work may be rejected, corrected or accepted as provided in this Article 12.

12.2 Access to Work

OWNER, INDEPENDENT PROFESSIONAL, INDEPENDENT PROFESSIONAL'S Consultants, other representatives and personnel of OWNER, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith as applicable.

12.3 Notice of Required Inspections

CONTRACTOR shall give INDEPENDENT PROFESSIONAL at least 24 hour notice of readiness of the Work for all required inspections, tests or approvals, and shall cooperate with inspection and testing personnel to facilitate required inspections or tests. The CONTRACTOR shall endeavor to schedule his work during the standard 8:00 a.m. to 4:30 p.m., FIVE (5) days a week that requires an OWNER Resident Project Representative (RPR) or City's Building Inspectors to be present at the Project Site for whatever reason. This should not prevent the CONTRACTOR from proceeding with the Work that does not require constant or immediate review by the RPR or City's Building Inspectors.

12.4 Payment for Tests and Inspections

OWNER shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approval required by the Contract Documents except:

12.4.1 For inspections, tests or approvals covered by paragraph 12.5 below;

12.4.2 That costs incurred in connection with tests or inspections conducted pursuant to paragraph 12.9 below shall be paid as provided in said paragraph 12.9; and

12.4.3 As otherwise specifically provided in the Contract Documents.

12.5 Inspection Coordination and Costs

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 INDEPENDENT PROFESSIONAL the required certificates of inspection, or approval. CONTRACTOR shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests or approvals required for OWNER'S and INDEPENDENT PROFESSIONAL'S acceptance of materials or equipment to be

incorporated in the Work, or of materials, mix designs, or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work.

12.6 Inspection of Covered Work

If any Work (or the work of others) that is to be inspected, tested or approved is covered by CONTRACTOR without written concurrence of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for observation.

12.7 Payment of Uncovering Covered Work

Uncovering Work as provided in paragraph 12.6 shall be at CONTRACTOR'S expense unless CONTRACTOR has given INDEPENDENT PROFESSIONAL timely notice of CONTRACTOR'S intention to cover the same and INDEPENDENT PROFESSIONAL has not acted with reasonable promptness in response to such notice.

12.8 Uncovering Work

If any Work is covered contrary to the written request of INDEPENDENT PROFESSIONAL, it must, if requested by INDEPENDENT PROFESSIONAL, be uncovered for INDEPENDENT PROFESSIONAL'S observation and replaced at CONTRACTOR'S expense.

12.9 INDEPENDENT PROFESSIONAL'S Authority to Uncover Covered Work

If INDEPENDENT PROFESSIONAL considers it necessary or advisable that covered Work be observed by INDEPENDENT PROFESSIONAL or inspected or tested by others, CONTRACTOR, at INDEPENDENT PROFESSIONAL'S request, shall uncover, expose or otherwise make available for observation, inspection or testing as INDEPENDENT PROFESSIONAL may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall pay all claims, costs, losses and damages caused by, arising out of or resulting from 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 OWNER shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 10. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction; and, if the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 10 and 11.

12.10 Owner May Stop the Work

If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any surety or other party.

12.11 Correction or Removal of Defective Work

If required by INDEPENDENT PROFESSIONAL, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by INDEPENDENT PROFESSIONAL, remove it from the site and replace it with Work that is not defective. CONTRACTOR shall pay all claims, costs, losses and damages caused by or resulting from such correction or removal (including but not limited to all costs of repair or replacement of work of others).

12.11.1 The CONTRACTOR shall not be entitled to an extension of the Contract Time for correcting or removing defective Work.

12.12. Correction Period

12.12.1 If within **ONE (1)** year after the date of Final Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to OWNER and in accordance with OWNER'S written instructions, either correct such defective Work, or, if it has been rejected by OWNER, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of INDEPENDENT PROFESSIONALS, architects, attorneys and other professionals) will be paid by CONTRACTOR.

12.12.2 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 by Written Amendment.

12.12.3 Where defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced under this paragraph 12.12, the correction period hereunder with respect to such Work will be extended for an additional period of one (1) year after such correction or removal and replacement has been satisfactorily completed.

12.13 Acceptance of Defective Work

If, instead of requiring correction or removal and replacement of defective Work, OWNER (and, prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, also INDEPENDENT PROFESSIONAL) prefers to accept it, OWNER may do so. 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 INDEPENDENT PROFESSIONAL as to reasonableness). If any such acceptance occurs prior to INDEPENDENT PROFESSIONAL'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in Contract Price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. If the acceptance occurs after such recommendation an appropriate amount will be paid by CONTRACTOR to OWNER.

12.14 Owner May Correct Defective Work

If CONTRACTOR fails within a reasonable time after written notice from INDEPENDENT PROFESSIONAL to correct defective Work or to remove and replace rejected Work as required by INDEPENDENT PROFESSIONAL in accordance with paragraph 12.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, OWNER may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph OWNER shall proceed expeditiously. In connection with such corrective and remedial action, OWNER may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incorporate in the Work all materials and

equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow OWNER, OWNER'S representatives, agents and employees, OWNER'S other contractors and INDEPENDENT PROFESSIONAL and INDEPENDENT PROFESSIONAL'S Consultants access to the site to enable OWNER to exercise the rights and remedies under this paragraph. All claims, costs, losses and damages incurred or sustained by OWNER in exercising such rights and remedies will be charged against CONTRACTOR and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and OWNER shall be entitled to an appropriate decrease in the Contract price, and, if the parties are unable to agree as to the amount thereof, OWNER may make a claim therefor as provided in Article 10. 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. CONTRACTOR shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by OWNER of OWNER'S rights and remedies hereunder.

12.15 CONTRACTOR'S Obligation to Contract Documents

Neither observation by INDEPENDENT PROFESSIONAL, nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligations to perform the Work in accordance with the Contract Documents. The fact that the OWNER is a municipal corporation, and has Building, Utilities, and Fire Departments which will conduct building inspections for general compliance with the applicable construction, fire, and utilities laws, shall not in any way act as an estoppel to, or a waiver of the OWNER'S right to require construction in accordance with the Contract Documents or construction in accordance with applicable building, fire, and utilities codes.

ARTICLE 13 PAYMENTS TO CONTRACTOR AND COMPLETION

13.1 Schedule of Values

The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to INDEPENDENT PROFESSIONAL. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.2 Application for Progress Payment

At least twenty (20) days before the date established for each progress payment (but not more often than once a month), CONTRACTOR shall submit to INDEPENDENT PROFESSIONAL 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 and other arrangements to protect OWNER'S interest therein, all of which will be satisfactory to OWNER. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.2.1 MONTHLY PROGRESS STATUS REPORTS

Each monthly application for progress payment shall incorporate the corresponding "Monthly Progress Status Report".

13.2.2 SECTION 255.052

The parties hereto agree that Section 255.052, Florida Statutes, does not apply to this Agreement, or to any underlying agreements and obligations to which this Agreement pertains.

13.3 Contractor's Warranty of Title

CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

13.3.1 MECHANICS LIENS

The CONTRACTOR covenants and agrees that no mechanics' liens, equitable liens, construction liens asserted under the Construction Lien Law, Chapter 255, Florida Statutes, or other liens against public funds or property (herein "mechanics' liens") will be permitted to arise, be filed or maintained against the OWNER, the Project or any part of it, any interest in it or any improvements on it, or any real or personal property owner by the OWNER, against any monies due or to become due from the OWNER to the CONTRACTOR, for or on account of any work, labor, services, materials, equipment or other items performed or furnished for or in connection with the Project, and the CONTRACTOR further agrees to indemnify the OWNER for any costs, charges, expenses, losses, or damages OWNER may incur as a result of any asserted mechanics' lien. CONTRACTOR agrees to cause any of the foregoing liens and claims to be satisfied, removed or discharged at its own expense by bond, payment or otherwise within thirty (30) days from the date of the filing, and upon the CONTRACTOR'S failure to do so the OWNER shall have the right, in addition to all other rights and remedies provided under this Contract or by law, to cause the liens or claims to be satisfied, removed or discharged by whatever means the OWNER chooses, at the entire cost and expense of the CONTRACTOR, the expense to include legal fees and costs and all expenses. Real property owned by a Florida municipal corporation is not subject to liens, and nothing in this paragraph shall waive the OWNER'S right to assert that its property is immune from mechanics' liens, or to waive other defenses or immunities that may be enjoyed by the City of Plantation.

13.4 Review of Applications for Progress Payment

INDEPENDENT PROFESSIONAL will, within TEN (10) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing INDEPENDENT PROFESSIONAL'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. TWENTY-ONE (21) days after presentation of the Application for Payment to OWNER with INDEPENDENT PROFESSIONAL'S recommendation and the approval of the application by the Administration or the City governing body (the latter by its Resolution approving the weekly bill list), the amount recommended will (subject to the provisions of the last sentence of *Paragraph 13.7*) become due and when due will be paid by OWNER to CONTRACTOR.

Prior to Substantial Completion progress payments will be in an amount equal to: **NINETY PERCENT (90%)** of the Work completed. (Major items of equipment and non-perishable materials delivered and suitably stored may be included if such items have been specified in the schedule of values provided for in *Paragraph 13.11*), and the maximum payable percentage shall be **FORTY PERCENT (40%)** for uninstalled material which is stored on-site.

13.5 INDEPENDENT PROFESSIONAL'S Recommendation

INDEPENDENT PROFESSIONAL'S recommendation of any payment requested in an Application for Payment will constitute a representation by INDEPENDENT PROFESSIONAL to OWNER, based on INDEPENDENT PROFESSIONAL'S on-site observations of the executed Work as an experienced and qualified design professional and on INDEPENDENT PROFESSIONAL'S review of the Application for

Payment and the accompanying data and schedules that to the best of INDEPENDENT PROFESSIONAL'S knowledge, information and belief:

13.5.1 the Work has progressed to the point indicated,

13.5.2 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, to the results of any subsequent tests called for in the Contract Documents, to a final determination of quantities and classifications for Unit Price Work under paragraph 8.10, and to any other qualifications stated in the recommendation), and the conditions precedent to CONTRACTOR'S being entitled to such payment appear to have been fulfilled in so far as it is INDEPENDENT PROFESSIONAL'S responsibility to observe the Work.

However, by recommending any such payment INDEPENDENT PROFESSIONAL will not thereby be deemed to have represented that: (i) exhaustive or continuous on-site inspections have been made to check the quality or the quantity of the Work beyond the responsibilities specifically assigned to INDEPENDENT PROFESSIONAL in the Contract Documents or (ii) that 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.

13.6 INDEPENDENT PROFESSIONAL'S Exception for Responsibility of Contractor's Work

INDEPENDENT PROFESSIONAL'S recommendation of any payment, including final payment, shall not mean that INDEPENDENT PROFESSIONAL is 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 furnishing or performance of Work, or for any failure of CONTRACTOR to perform or furnish Work in accordance with the Contract Documents.

13.7 Payment Rejection

INDEPENDENT PROFESSIONAL may refuse to recommend the whole or any part of any payment if, in INDEPENDENT PROFESSIONAL'S opinion, it would be incorrect to make the representations to OWNER referred to in paragraph 13.5. INDEPENDENT PROFESSIONAL may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in INDEPENDENT PROFESSIONAL'S opinion to protect OWNER from loss because:

13.7.1 the Work is defective, or completed Work has been damaged requiring correction or replacement,

13.7.2 the Contract Price has been reduced by Written Amendment or Change Order,

13.7.3 OWNER has been required to correct defective Work or complete Work in accordance with paragraph 12.14, or

13.7.4 INDEPENDENT PROFESSIONAL has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.2.1 through 14.2.4, inclusive.

OWNER may refuse to make payment of the full amount recommended by INDEPENDENT PROFESSIONAL because:

13.7.5 Claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work,

13.7.6 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.

13.7.7 There are other items entitling OWNER to a set-off against the amount recommended, or

13.7.8 OWNER has actual knowledge of the occurrence of any of the events enumerated in paragraphs 13.7.1 through 13.7.3 or paragraphs 14.2.1. through 14.2.4 inclusive;

but OWNER must give CONTRACTOR immediate written notice (with a copy to INDEPENDENT PROFESSIONAL) stating the reasons for such action and promptly pay CONTRACTOR the amount so withheld, or any adjustment thereto agreed to by OWNER and CONTRACTOR, when CONTRACTOR corrects to OWNER'S satisfaction the reasons for such action.

13.8 Substantial Completion

When CONTRACTOR considers the entire Work ready for its intended use and meets the definition of Substantial Completion as provided in the Contract Documents, CONTRACTOR shall notify OWNER and INDEPENDENT PROFESSIONAL in writing that the entire Work is substantially complete (except for items specifically listed by CONTRACTOR as incomplete) and request that INDEPENDENT PROFESSIONAL issue a certificate of Substantial Completion. Within a reasonable time thereafter, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of the Work to determine the status of completion. If INDEPENDENT PROFESSIONAL does not consider the Work substantially complete, INDEPENDENT PROFESSIONAL will notify CONTRACTOR in writing giving the reasons therefor. If INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will prepare and deliver to OWNER a tentative certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a tentative list of items to be completed or corrected before final payment. OWNER shall have fifteen (15) working days after receipt of the tentative certificate during which to make written objection to INDEPENDENT PROFESSIONAL as to any provisions of the certificate or attached list. If, after considering such objections, INDEPENDENT PROFESSIONAL concludes that the Work is not substantially complete, INDEPENDENT PROFESSIONAL will within thirty (30) working days after submission of the tentative certificate to OWNER notify CONTRACTOR in writing, stating the reasons therefor. If, after consideration of OWNER'S objections, INDEPENDENT PROFESSIONAL considers the Work substantially complete, INDEPENDENT PROFESSIONAL will within said thirty (30) working days execute and deliver to OWNER and CONTRACTOR a definitive certificate of Substantial Completion (with a revised tentative list of items to be completed or corrected) reflecting such changes from the tentative certificate as INDEPENDENT PROFESSIONAL believes justified after consideration of any objections from OWNER. At the time of delivery of the tentative certificate of Substantial Completion INDEPENDENT PROFESSIONAL will deliver to OWNER and CONTRACTOR a written recommendation as to division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, heat, utilities, insurance and warranties and guarantees. Unless OWNER and CONTRACTOR agree otherwise in writing and so inform INDEPENDENT PROFESSIONAL in writing prior to INDEPENDENT PROFESSIONAL'S issuing the definitive certificate of Substantial Completion, INDEPENDENT PROFESSIONAL'S aforesaid recommendation will be binding on OWNER and CONTRACTOR until final payment.

13.9 Contractor's Access After Substantial Completion

OWNER shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but OWNER shall allow CONTRACTOR reasonable access to complete or correct items on the tentative list.

13.10 Partial Utilization

Use by OWNER at OWNER'S option of any substantially completed part of the Work which: (i) has specifically been identified in the Contract Documents, or (ii) OWNER, INDEPENDENT PROFESSIONAL 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, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.10.1 OWNER at any time may request CONTRACTOR in writing to permit OWNER to use any such part of the Work which OWNER believes to be ready for its intended use. If CONTRACTOR agrees that such part of the Work is ready for intended use, CONTRACTOR will certify to OWNER and INDEPENDENT PROFESSIONAL that such part of the Work is so ready and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. CONTRACTOR at any time may notify OWNER and INDEPENDENT PROFESSIONAL in writing that CONTRACTOR considers any such part of the Work ready for its intended use and request INDEPENDENT PROFESSIONAL to issue a certificate of Partial Utilization for that part of the Work. Within a reasonable time after either such request, OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion. If INDEPENDENT PROFESSIONAL does not consider that part of the Work to be ready for its intended use, INDEPENDENT PROFESSIONAL will notify OWNER and CONTRACTOR in writing giving the reasons therefor.

13.10.2 No occupancy or separate operation of part of the Work will be accomplished prior to compliance with the property insurance requirements.

OWNER may at any time request CONTRACTOR in writing to permit OWNER to take over operation of any such part of the Work although Final Completion has not been accomplished. A copy of such request will be sent to INDEPENDENT PROFESSIONAL and within a reasonable time thereafter OWNER, CONTRACTOR and INDEPENDENT PROFESSIONAL shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to OWNER and INDEPENDENT PROFESSIONAL that such part of the work is not ready for separation by OWNER, INDEPENDENT PROFESSIONAL will finalize the list of items to be completed or corrected and will deliver such list to OWNER and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final payment between OWNER and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon OWNER and CONTRACTOR at the time when OWNER takes over such operation (unless they shall have otherwise agreed in writing and so informed INDEPENDENT PROFESSIONAL). During such operation and prior to Final Completion of such part of the Work, OWNER shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

13.11 Final Inspection

Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, INDEPENDENT PROFESSIONAL will make a final inspection with OWNER and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. CONTRACTOR shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.12 Final Application for Payment

After CONTRACTOR has completed all such corrections to the satisfaction of INDEPENDENT PROFESSIONAL and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance required by the insurance requirements, marked-up record documents (as provided in paragraph 5.19), surveys, and other documents, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied (except as previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of required insurance, (ii) consent of the surety, if any, to final payment, and (iii) complete and legally effective releases or waivers (satisfactory to OWNER) of all Liens arising out of or filed in connection with the Work. In lieu of such releases or waivers of Liens and as approved by OWNER, CONTRACTOR may furnish receipt or releases in full and an affidavit of CONTRACTOR that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or OWNER'S property might in any way be responsible, have been paid or otherwise satisfied. 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. All documents submitted for Final Payment including all waivers and releases shall have such provisions and language as is reasonably requested by the OWNER or its legal counsel.

13.12.1 Notwithstanding any other provision of these Contract Documents to the contrary, OWNER and INDEPENDENT PROFESSIONAL are under no duty or obligation whatsoever to any SUBCONTRACTOR, laborer or other party to ensure that payments due and owing by the CONTRACTOR to any of them are or will be made. Such parties shall rely only on the CONTRACTOR'S Surety Bonds for remedy of nonpayment by the CONTRACTOR.

13.13 Final Payment and Acceptance

If, the basis of INDEPENDENT PROFESSIONAL'S observation of the Work during construction and final inspection, and INDEPENDENT PROFESSIONAL'S review of the final Application for Payment and accompanying documentation – all as required by the Contract Documents, INDEPENDENT PROFESSIONAL is satisfied that the Work has been completed and CONTRACTOR'S other obligations under the Contract Documents have been fulfilled, and that the Work has reached Final Completion, as such term is defined in the Contract Documents, INDEPENDENT PROFESSIONAL will, within FIFTEEN (15) days after receipt of the final Application for Payment, indicate in writing INDEPENDENT PROFESSIONAL'S recommendation of payment and present the Application to OWNER for payment. Thereupon INDEPENDENT PROFESSIONAL will give written notice to OWNER and CONTRACTOR that the Work is acceptable subject to the provisions of *Paragraph 13.15*. Otherwise, INDEPENDENT PROFESSIONAL will return the Application to CONTRACTOR, indicating in writing the reasons for refusing to recommend final payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the Application.

Upon Final Completion and acceptance of the Work, OWNER shall pay the remainder of the Contract Price within TWENTY-ONE (21) Calendar Days of the recommendation of the INDEPENDENT PROFESSIONAL. A Final Receipt on a form acceptable to the OWNER will be required at the time of final payment with appropriate releases of the CONTRACTOR, SUBCONTRACTOR and suppliers.

13.14 Waiver of Claims

The making and acceptance of final payment will constitute:

13.14.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 13.11, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, CONTRACTOR'S continuing obligations under the Contract Documents; and

13.14.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

13.15 Acceptance of Work

CONTRACTOR'S obligations to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by INDEPENDENT PROFESSIONAL, nor the issuance of a certificate of Substantial Completion or Final Completion, nor any payment by OWNER to CONTRACTOR under the Contract Documents, nor any use of occupancy of the Work or any part thereof by OWNER, nor any act of acceptance by OWNER nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by INDEPENDENT PROFESSIONAL pursuant to *Paragraph 13.13*, nor any correction of defective Work by OWNER will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

ARTICLE 14 SUSPENSION OF WORK AND TERMINATION

14.1 Owner May Suspend Work

At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR and INDEPENDENT PROFESSIONAL which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed only an extension of the Contract Times, directly attributable to any such suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 10 and 11.

14.1.1 NO TIME EXTENSION OR PRICE CHANGE DUE TO CONTRACTOR DEFAULT

Notwithstanding Paragraph 14.1, if the OWNER stops Work under Paragraph 12.10 or suspends the CONTRACTOR'S services under Paragraph 12.14, or suspends the Work or any portion thereof because of the CONTRACTOR'S failure to prosecute the Work or breach of the Contract Documents, the CONTRACTOR shall be entitled to no extension of Contract Time or increase in Contract price.

14.2 Owner May Terminate

Upon the occurrence of any one or more of the following events:

- 14.2.1 If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as adjusted from time to time pursuant to paragraph 5.6);
- 14.2.2 If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;
- 14.2.3 If CONTRACTOR disregards the authority of INDEPENDENT PROFESSIONAL; or
- 14.2.4 If CONTRACTOR otherwise violates in any way any provisions of the Contract Documents;
- 14.2.5 If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if CONTRACTOR takes an equivalent or similar action by filing a petition or otherwise under any other Federal or State law in effect at such time relating to the bankruptcy or insolvency;

- 14.2.6 If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other Federal or State law in effect at the time relating to bankruptcy or insolvency;
- 14.2.7 If CONTRACTOR makes a general assignment for the benefit of creditors;
- 14.2.8 If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is or the purpose of enforcing a Lien against such property or for the purpose of general administration or such property for the benefit of CONTRACTOR'S creditors;

OWNER may, after giving CONTRACTOR (and the surety, if any,) seven (7) days written notice and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and all of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses and damages sustained by OWNER arising out of or resulting from completing the Work such excess will be paid to CONTRACTOR. If such claims, costs, losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses and damages incurred by OWNER will be reviewed by INDEPENDENT PROFESSIONAL as to their reasonableness and when so approved by INDEPENDENT PROFESSIONAL incorporated in a Change Order, provided that when exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

14.3 Liability of Contractor if Terminated

Where CONTRACTOR'S services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

14.4 Termination

Upon seven (7) days written notice to CONTRACTOR and INDEPENDENT PROFESSIONAL, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Agreement. In such case, CONTRACTOR shall be paid (without duplication of any items):

- 14.4.1 for 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;
- 14.4.2 for 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;
- 14.4.3 for all claims, costs, losses and damage incurred in settlement of terminated contracts with SUBCONTRACTORS, Suppliers and others; and

14.4.4 for reasonable expenses directly attributable to termination;

CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

If OWNER'S termination for cause is determined inappropriate or unjustified by a court of competent jurisdiction, the Contract will be deemed to have been terminated for convenience and the CONTRACTOR shall be compensated solely in accordance with this paragraph.

14.5 Contractor May Stop Work or Terminate

If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety (90) days by OWNER or under an order of court or other public authority, or INDEPENDENT PROFESSIONAL fails to act on any Application for Payment within thirty (30) days after it is submitted, or OWNER fails for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL, and provided OWNER or INDEPENDENT PROFESSIONAL do not remedy such suspension or failure within that time, terminate the Agreement and recover from OWNER payment on the same terms as provided in paragraph 14.4. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if INDEPENDENT PROFESSIONAL has failed to act on an Application for Payment within thirty (30) days after it is submitted, or OWNER has failed for thirty (30) days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may upon seven (7) days written notice to OWNER and INDEPENDENT PROFESSIONAL stop the Work until payment of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 14.5 are not intended to preclude CONTRACTOR from making claim under Articles 10 and 11 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR'S stopping Work as permitted by this paragraph.

ARTICLE 15 DISPUTE RESOLUTION

If and to the extent that OWNER and CONTRACTOR have agreed on the method and procedure for resolving disputes between them that may arise under this Agreement, such dispute resolution method and procedures, if any, shall be as set forth in Exhibit GC-A. "Dispute Resolution Agreement," to be attached hereto and made a part hereof. If no such agreement on the method and procedure for resolving such disputes has been reached, all claims, counterclaims, disputes, and other matters in question between OWNER and CONTRACTOR arising out of, relating to, or pertaining to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, shall be determined by litigation in the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida, or the Federal District Court of the Southern District of Florida and appropriate appellate courts for such venue and jurisdiction. Each of the parties hereto irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this agreement or the transactions contemplated hereby.

In the event of litigation in order to enforce this Contract, or which arises out of, pertains to, or relates to this Contract, or the breach thereof, or the services provided herein, or the standard of performance herein required, the prevailing party shall be entitled to a reasonable attorney's fee. Notwithstanding the foregoing sentence, the maximum attorney's fees which one party can recover from the other will not exceed \$_____ (\$25,000 unless otherwise filled in).

ARTICLE 16 MISCELLANEOUS

16.1 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.2 Computation of Time

16.2.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a city legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.2.2 A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

16.3 Notice of Claim

Should OWNER or CONTRACTOR suffer injury or damage to person or property because of any error, omission or act of the other party or of any of the other party's employees or agents or others for whose acts the other party is legally liable, claim will be made in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph 16.3 shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.

16.4 Cumulative Remedies

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the OWNER, and, without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to the OWNER which are otherwise available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which it applies.

16.5 Format Of Documents, Forms, Etc.

The INDEPENDENT PROFESSIONAL shall determine the form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Contract Documents. The forms for Notice of Award, Notice to Proceed, Work Directive Change, Change Order, Field Order, Application for Payment, Certificate of Substantial Completion and Final Receipt which the INDEPENDENT PROFESSIONAL expects to use shall be subject to approval by City's Administration.

16.6 Fiscal Year Expenditure Limits

The City, during any fiscal year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as amended, surpluses carried over to the present fiscal year, and reserves which are available for expenditure during such fiscal year. Any Contract, verbal or written, made in violation of this subsection is at the OWNER'S option null and void and in no event can money may be paid on such contract in excess of what is available for expendable for expenditures in any given fiscal year. Nothing herein contained shall prevent the making

of Contracts for periods exceeding **ONE (1)** year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years.

16.7 Development Approval Or Rejection

The making of this Agreement does not constitute an abrogation of the City's governmental land development regulatory power, and the CONTRACTOR'S performance is contingent upon all such development approvals being obtained. Should the City of Plantation or another governmental authority or agency with jurisdiction not approve any required application for development approval prerequisite to the granting of a building permit, this Agreement shall become automatically null and void as if same never existed and so as to not be the basis in any respect for a damage claim as a result of such denied development order.

16.8 Material Interest

Contractor warrants that no elected official, officer, agent or employee of the City has a financial interest directly or indirectly in this Contract or the compensation to be paid under it. No City employee who acts in the City of Plantation as a "purchasing agent" as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent, nor any employee or elected or appointed officer, is a partner, officer, director, or proprietor of the CONTRACTOR'S business, and further, no such City employee purchasing agent, City elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the CONTRACTOR'S business. Material interest means direct or indirect ownership of more than **FIVE PERCENT (5%)** of the total assets or capital stock of the CONTRACTOR'S company.

16.9 Convicted Vendor List

A person or affiliate as defined §287.133, Florida Statutes, who has been placed on the convicted vendor list maintained by the Department of Management Services following a conviction for a public entity crime, may not submit a Bid/Proposal on a contract to provide any goods or services to the City of Plantation, may not submit a Bid/Proposal on a contract with the City of Plantation for the construction or repair of any public building or public work, may not submit Bid/Proposals on leases of real property with the City of Plantation, may not be awarded to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the City of Plantation in an amount set forth in §287.017, Florida Statutes, for Category Two for a period of **THIRTY-SIX (36)** months from the date of being placed on the convicted vendor list.

16.10 Covenants, Agreements And Obligations Of Involved Parties

OWNER and CONTRACTOR each binds themselves, their partners, successors, and legal representatives to the other party thereto, their partners, successors, and legal representatives to all of the covenants, agreements and obligations contained in the Contract Documents.

16.11 Severability Of Contract

Should any section, paragraph, sentence, clause, phrase, or other part of this Contract be declared by a Court of competent jurisdiction to be invalid or void, such decision shall not affect the validity of this Contract as a whole or any part thereof other than the part so declared invalid or void. Also, the non-enforcement of any provision by either party with respect to any matter shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision of the remainder of this Agreement or as to similar matters or the same type of matter in the future.

16.12 No Assignments Without Consent

No assignment by a party hereto of any rights under or interest in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound by the assignment; 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.

16.13 Giving Notice

Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if hand delivered at or sent by registered or certified return receipt mail, postage prepaid, to the last business address known to the giver of the notice.

16.14 Notices To Owner

Correspondence to the OWNER shall be addressed to the Mayor with a copy to the Administrative Chief Administrative Officer, City of Plantation, 400 NW 73rd Avenue, Plantation, FL 33317. All matters regarding possible litigation, an additional copy shall be sent to the City Attorney at the address noted herein. CONTRACTOR shall at all times notify OWNER of the current business address of the CONTRACTOR.

16.15 Rule Of Construction

Contractor acknowledges that it has been given a sufficient full and fair opportunity to consult with legal counsel of its choice concerning this Contract Document. The Contract Documents shall be construed without regard to any presumption or other rule of law requiring construction against the party causing the Contract Documents to be drafted.

[54]9001-14001

City of Plantation**Bid Tabulation Sheet****Bid Title: Supply and Delivery of Sodium Hypochlorite****Invitation to Bid (ITB) Bid No. 016-16**

<u>Date</u>	<u>Vendor</u>	<u>Item No. 1 (Tanker Load)</u>	<u>Item No. 2 (Split Tanker Load)</u>
June 21, 2016	Allied Universal Corporation	\$0.518/per gallon	\$0.518/per gallon
June 21, 2016	Odyssey Manufacturing Company	\$0.615/per gallon	\$0.615/per gallon

Notes:

- 1) The above abstract of the bid amounts of the received Bids is made available for information only.
- 2) The City of Plantation has a pending review of the Qualifications of Bidders and the received bid documentation, prior to making a determination of the lowest and responsible Bidders.
- 3) The City of Plantation shall have no liability to any successful bidder unless and until the City executes a contract with such Bidder

OFFICE OF THE MAYOR

Diane Veltri Bendekovic,
Mayor

FINANCIAL SERVICES

Anna C. Otiniano
Director



CITY COUNCIL

Ron Jacobs, President
Peter S. Tingom, President Pro Tem
Dr. Robert A. Levy
Lynn Stoner
Chris Zimmerman, AIA

NOTICE OF AWARD

July 18, 2016

Ms. Cristhianne Munguia
Allied Universal Corp.
3901 NW 115 Avenue
Miami, Florida 33178

RE: ITB No. 016-16; Supply and Delivery of Sodium Hypochlorite

Dear Ms. Munguia:

This is to inform you that the City of Plantation City Council awarded the above mentioned "ITB" for the "Supply and Delivery of Hypochlorite" at their July 13, 2016, to Allied Universal Corp.

After the required protest period has passed, the City of Plantation shall be contacting you to execute a formal contract/

Please understand this is your formal Notice of Award dated July 18, 2016. The City of Plantation looks forward to working with Allied Universal Corp.

Respectfully.

Charles Spencer, FCCM, FCCN
Procurement Administrator
Email: Espencer@plantation.org



Village of Wellington

Legislation Text

File #: 15-1025, **Version:** 1

ITEM: AUTHORIZATION TO AWARD CONTRACTS FOR ANNUAL LAB ANALYSES

REQUEST: Authorization to award contracts to multiple vendors for annual lab analyses in the amount of approximately \$40,000 annually.

EXPLANATION: On May 22, 2016, Wellington released ITB #020-16/DZ seeking qualified bidders to provide specialized lab analyses for the Village's Wastewater Treatment/Reclamation Plant, Water Treatment Plant, and Surface Water Management program. The services provided as part of this contract are required as part of the Village's compliance with the Florida Department of Health, Department of Environmental Protection, and South Florida Water Management District regulations. The services provided, include analysis beyond the capabilities of our internal laboratory.

The solicitation was advertised in the Palm Beach Post and posted on DemandStar and Wellington's website. On July 14, 2016, three (3) proposals were received. Staff recommends awarding contracts to a primary and secondary vendor to provide the services as follows:

Section A - Wastewater Treatment Facility Analyses	
Primary	Pace Analytical Services, Inc.
Secondary	Advanced Environmental Laborat

Section B - Water Treatment Facility Analyses	
Primary	Pace Analytical Services, Inc.
Secondary	Advanced Environmental Laborat

Section C -Wellington Public Works Department Analyses	
Primary	Pace Analytical Services, Inc.
Secondary	Florida Spectrum Environmental S

Section D - Wellington Laboratory QC Analyses	
Primary	Advanced Environmental Laborat
Secondary	Florida Spectrum Environmental S

File #: 15-1025, Version: 1

The secondary vendor will be utilized only in the event that the primary vendor cannot provide the required services.

The initial term of the contract is for three (3) years from date of award with the option to renew for two (2) additional one (1) year terms.

All related bid documents can be found by clicking on the following link:

[<http://www.wellingtonfl.gov/Home/Components/RFP/RFP/251/203>](http://www.wellingtonfl.gov/Home/Components/RFP/RFP/251/203)

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds have been allocated in the FY 2017 operating budgets for Utilities and Public Works to cover these expenditures.

WELLINGTON FUNDAMENTAL: Respecting the Environment

RECOMMENDATION: Authorization to award contracts to multiple vendors for annual lab analyses in the amount of approximately \$40,000 annually.

Annual Lab Analyses

BID OPENING DATE: July 14, 2016
 BID OPENING TIME: 2:00 PM(local time)
 ITB#020-16/DZ

"Offers from the vendors listed herein are the only offers
 received timely as of the above receiving date and time.
 All other offers submitted in response to this solicitation,
 if any, are hereby rejected as late"

VENDORS	Advanced Environmental Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.
Original and one PDF	YES	YES	YES
Acknowledgment of Addendums 1 and 2	YES	YES	YES
Bid Acknowledgment Cover Sheet	YES	YES	YES
Bid Submittal	YES	YES	YES
Schedule of Value	YES	YES	YES
Questionnaire	YES	YES	YES
List of subcontracted analyses (separate list or on Questionnaire)	YES	YES	N/A
Drug Free Workplace	YES	YES	YES
Sworn Statement under Section 287.133(3) (a)	YES	YES	YES
Conflict of Interest Statement	YES	YES	YES
Non-collusion Affidavit	YES	YES	YES
Insurance	YES	YES	YES
Licenses/Certificates	YES	YES	YES
Local Preference	Not Local	Not Local	Not Local
Grand Total Section A	\$ 15,853.00	\$ 22,074.00	\$ 13,941.00
Grand Total Section B	\$ 15,008.00	\$ 19,200.00	\$ 12,530.00
Grand Total Section C	no bid	\$ 26,606.40	\$ 12,618.00
Grand Total Section D	\$ 1,250.00	\$ 1,443.20	\$ 1,714.00

Section A - Wastewater Treatment Facility Analyses

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
Project Name & Parameter	Matrix	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Reuse Effluent								
TSS (MDL ≤1.0 mg/L)	WW	210	\$ 8.00	\$ 1,680.00	\$ 11.20	\$ 2,352.00	\$ 7.00	\$ 1,470.00
		Total	\$ 8.00	\$ 1,680.00	\$ 11.20	\$ 2,352.00	\$ 7.00	\$ 1,470.00
Weekly Composite								
CBOD	WW	104	\$ 16.00	\$ 1,664.00	\$ 24.80	\$ 2,579.20	\$ 16.00	\$ 1,664.00
TSS	WW	104	\$ 8.00	\$ 832.00	\$ 11.20	\$ 1,164.80	\$ 7.00	\$ 728.00
		Total	\$ 24.00	\$ 2,496.00	\$ 36.00	\$ 3,744.00	\$ 23.00	\$ 2,392.00
WW Deep Wells & IW (Monthly)								
Total Phosphorus	GW/WW	36	\$ 12.00	\$ 432.00	\$ 20.00	\$ 720.00	\$ 8.00	\$ 288.00
Ammonia	GW/WW	36	\$ 10.00	\$ 360.00	\$ 15.20	\$ 547.20	\$ 8.00	\$ 288.00
TKN	GW/WW	36	\$ 15.00	\$ 540.00	\$ 16.80	\$ 604.80	\$ 13.00	\$ 468.00
TDS	GW/WW	36	\$ 7.00	\$ 252.00	\$ 11.20	\$ 403.20	\$ 8.00	\$ 288.00
TSS	GW/WW	36	\$ 8.00	\$ 288.00	\$ 11.20	\$ 403.20	\$ 7.00	\$ 252.00
Chloride	GW/WW	36	\$ 7.00	\$ 252.00	\$ 11.20	\$ 403.20	\$ 6.00	\$ 216.00
Sulfate	GW/WW	36	\$ 7.00	\$ 252.00	\$ 11.20	\$ 403.20	\$ 6.00	\$ 216.00
Nitrate	GW/WW	36	\$ 7.00	\$ 252.00	\$ 11.20	\$ 403.20	\$ 6.00	\$ 216.00
Conductivity	GW/WW	36	\$ 5.00	\$ 180.00	\$ 6.40	\$ 230.40	\$ 5.00	\$ 180.00
		Total	\$ 78.00	\$ 2,808.00	\$ 114.40	\$ 4,118.40	\$ 67.00	\$ 2,412.00
WW Deep Well & IW (Quarterly)								
Gross Alpha	GW/WW	12	\$ 35.00	\$ 420.00	\$ 44.00	\$ 528.00	\$ 30.00	\$ 360.00
Radium 226/228	GW/WW	12	\$ 120.00	\$ 1,440.00	\$ 180.00	\$ 2,160.00	\$ 110.00	\$ 1,320.00
		Total	\$ 155.00	\$ 1,860.00	\$ 224.00	\$ 2,688.00	\$ 140.00	\$ 1,680.00
WW IW (Annual)								
504 EDB & DBCP (Grab)	WW	1	\$ 35.00	\$ 35.00	\$ 35.20	\$ 35.20	\$ 25.00	\$ 25.00
508.1 Organochlorine Pest/PCB (Comp)	WW	1	\$ 80.00	\$ 80.00	\$ 74.80	\$ 74.80	\$ 70.00	\$ 70.00

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
515.3 Chlorinated Herbicides (Comp)	WW	1	\$ 105.00	\$ 105.00	\$ 96.00	\$ 96.00	\$ 80.00	\$ 80.00
525.2 Base Neutral Ext. (Comp)	WW	1	\$ 150.00	\$ 150.00	\$ 156.40	\$ 156.40	\$ 95.00	\$ 95.00
531.1 Carbamates (Grab)	WW	1	\$ 60.00	\$ 60.00	\$ 88.00	\$ 88.00	\$ 50.00	\$ 50.00
547 Glyphosphate (Grab)	WW	1	\$ 75.00	\$ 75.00	\$ 70.40	\$ 70.40	\$ 50.00	\$ 50.00
548 Endothall (Comp)	WW	1	\$ 75.00	\$ 75.00	\$ 92.40	\$ 92.40	\$ 55.00	\$ 55.00
549 Diquat/Paraquat by HPLC (Comp)	WW	1	\$ 300.00	\$ 300.00	\$ 132.40	\$ 132.40	\$ 55.00	\$ 55.00
Gross Alpha, Radium 226/228 (Comp)	WW	1	\$ 155.00	\$ 155.00	\$ 224.00	\$ 224.00	\$ 140.00	\$ 140.00
Primary/Secondary Metals (Comp)	WW	1	\$ 100.00	\$ 100.00	\$ 214.80	\$ 214.80	\$ 99.00	\$ 99.00
524.2 VOCs (Grab)	WW	1	\$ 75.00	\$ 75.00	\$ 88.00	\$ 88.00	\$ 60.00	\$ 60.00
Bromate / Chlorite (Comp)	WW	1	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 24.00	\$ 24.00
Chlorine / Chlorine Dioxide (Comp)	WW	1	\$ 200.00	\$ 200.00	Field Parameter	Field Parameter	\$ 10.00	\$ 10.00
Total Coliform (Grab)	WW	1	\$ 17.00	\$ 17.00	\$ 20.00	\$ 20.00	\$ 15.00	\$ 15.00
Cyanide (Comp)	WW	1	\$ 35.00	\$ 35.00	\$ 28.40	\$ 28.40	\$ 18.00	\$ 18.00
Color, Cl, F, SO4, NO2, NO3, NOx, MBAS (Comp)	WW	1	\$ 93.00	\$ 93.00	\$ 106.00	\$ 106.00	\$ 85.00	\$ 85.00
552 HAAs (Comp)	WW	1	\$ 60.00	\$ 60.00	\$ 110.00	\$ 110.00	\$ 60.00	\$ 60.00
Strontium-90 (Comp)	WW	1	\$ 250.00	\$ 250.00	\$ 210.00	\$ 210.00	\$ 70.00	\$ 70.00
Odor (Comp)	WW	1	\$ 9.00	\$ 9.00	\$ 10.40	\$ 10.40	\$ 25.00	\$ 25.00
TDS, pH (Comp)	WW	1	\$ 10.00	\$ 10.00	\$ 17.60	\$ 17.60	\$ 13.00	\$ 13.00
NH3, ON, TKN, TP, COD (Comp)	WW	1	\$ 70.00	\$ 70.00	\$ 88.80	\$ 88.80	\$ 53.00	\$ 53.00
BOD (Comp)	WW	1	\$ 16.00	\$ 16.00	\$ 24.80	\$ 24.80	\$ 18.00	\$ 18.00
8270 (Comp)	WW	1	\$ 150.00	\$ 150.00	\$ 156.40	\$ 156.40	\$ 160.00	\$ 160.00

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
		Total	\$ 2,160.00	\$ 2,160.00	\$ 2,086.80	\$ 2,086.80	\$ 1,330.00	\$ 1,330.00
Plant Effluent (Monthly)								
Total Phosphorus	WW	12	\$ 12.00	\$ 144.00	\$ 20.00	\$ 240.00	\$ 8.00	\$ 96.00
Total Nitrogen (Calc: TKN + NOx)	WW	12	\$ 25.00	\$ 300.00	\$ 27.20	\$ 326.40	\$ 22.00	\$ 264.00
Nitrate	WW	12	\$ 7.00	\$ 84.00	\$ 11.20	\$ 134.40	\$ 6.00	\$ 72.00
		Total	\$ 44.00	\$ 528.00	\$ 58.40	\$ 700.80	\$ 36.00	\$ 432.00
Sludge (Monthly)								
503 Sludge: Metals, Fecal Coliform, TP, pH, and TKN + NOx (dry weight correction)	S	12	\$ 150.00	\$ 1,800.00	\$ 265.20	\$ 3,182.40	\$ 150.00	\$ 1,800.00
		Total	\$ 150.00	\$ 1,800.00	\$ 265.20	\$ 3,182.40	\$ 150.00	\$ 1,800.00
Compliance Monitoring Wells (Qtr.)								
Total Phosphorus	GW	12	\$ 12.00	\$ 144.00	\$ 20.00	\$ 240.00	\$ 8.00	\$ 96.00
Nitrate	GW	12	\$ 7.00	\$ 84.00	\$ 11.20	\$ 134.40	\$ 6.00	\$ 72.00
TDS	GW	12	\$ 7.00	\$ 84.00	\$ 11.20	\$ 134.40	\$ 8.00	\$ 96.00
Chloride	GW	12	\$ 7.00	\$ 84.00	\$ 11.20	\$ 134.40	\$ 6.00	\$ 72.00
Total Nitrogen	GW	12	\$ 25.00	\$ 300.00	\$ 27.20	\$ 326.40	\$ 22.00	\$ 264.00
		Total	\$ 58.00	\$ 696.00	\$ 80.80	\$ 969.60	\$ 50.00	\$ 600.00
Effluent (Annual)								
62-550 DW Table 1- 6 (No Asbestos or Dioxin) Including Alpha, Rad 226/Rad228*	WW	1	\$ 1,200.00	\$ 1,200.00	\$ 1,585.20	\$ 1,585.20	\$ 1,200.00	\$ 1,200.00
		Total	\$ 1,200.00	\$ 1,200.00	\$ 1,585.20	\$ 1,585.20	\$ 1,200.00	\$ 1,200.00
Sludge (Annual)								
Full TCLP	SL	1	\$ 625.00	\$ 625.00	\$ 646.80	\$ 646.80	\$ 625.00	\$ 625.00
		Total	\$ 625.00	\$ 625.00	\$ 646.80	\$ 646.80	\$ 625.00	\$ 625.00

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
Misc. (Do Not Include in Totals)								
Field Services (Work day) per hour			\$ 55.00	\$ 55.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Field Services (Weekend and Holiday)			\$ 110.00	\$ 110.00	112.50/150.00	112.50/150.01	\$ 150.00	\$ 150.00
Fecal Coliform, SM9222D	WW		\$ 17.00	\$ 17.00	\$ 25.00	\$ 25.00	\$ 50.00	\$ 50.00
			Grand Total Wastewater Treatment Facility	\$ 15,853.00	Grand Total Wastewater Treatment Facility	\$ 22,074.00	Grand Total Wastewater Treatment Facility	\$ 13,941.00

Section B - Water Treatment Facility Analyses

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
Project Name & Parameter	Matrix	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
* Primary Inorganics (Triennial POE)								
FAC 62-550 Table 1; Sb, As, Ba, Be, Cd, Cr, Pb, Hg, Ni, Se, Na, Tl	DW	1	\$ 70.00	\$ 70.00	\$ 147.60	\$ 147.60	\$ 90.00	\$ 90.00
Cyanide	DW	1	\$ 35.00	\$ 35.00	\$ 28.40	\$ 28.40	\$ 18.00	\$ 18.00
Fluoride	DW	1	\$ 7.00	\$ 7.00	\$ 11.20	\$ 11.20	\$ 6.00	\$ 6.00
		Total	\$ 112.00	\$ 112.00	\$ 187.20	\$ 187.20	\$ 114.00	\$ 114.00
* Secondary Inorganics (Triennial)								

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
FAC 62-550 Table 6; Al, Cu, Fe, Mn, Ag, Zn	DW	1	\$ 30.00	\$ 30.00	\$ 67.20	\$ 67.20	\$ 42.00	\$ 42.00
Chloride	DW	1	\$ 7.00	\$ 7.00	\$ 11.20	\$ 11.20	\$ 6.00	\$ 6.00
Fluoride	DW	1	\$ 7.00	\$ 7.00	\$ 11.20	\$ 11.20	\$ 6.00	\$ 6.00
Sulfate	DW	1	\$ 7.00	\$ 7.00	\$ 11.20	\$ 11.20	\$ 6.00	\$ 6.00
Color	DW	1	\$ 9.00	\$ 9.00	\$ 11.60	\$ 11.60	\$ 5.00	\$ 5.00
Odor	DW	1	\$ 9.00	\$ 9.00	\$ 10.40	\$ 10.40	\$ 25.00	\$ 25.00
pH	DW	1	\$ 3.00	\$ 3.00	\$ 9.60	\$ 9.60	\$ 5.00	\$ 5.00
TDS	DW	1	\$ 7.00	\$ 7.00	\$ 11.20	\$ 11.20	\$ 8.00	\$ 8.00
Foaming Agents (MBAS)	DW	1	\$ 35.00	\$ 35.00	\$ 27.20	\$ 27.20	\$ 40.00	\$ 40.00
		Total	\$ 114.00	\$ 114.00	\$ 170.80	\$ 170.80	\$ 143.00	\$ 143.00
* THM/HAA (Quarterly)								
FAC 62-550 Table 3; THM	DW	16	\$ 25.00	\$ 400.00	\$ 44.00	\$ 704.00	\$ 25.00	\$ 400.00
HAA	DW	16	\$ 60.00	\$ 960.00	\$ 110.00	\$ 1,760.00	\$ 60.00	\$ 960.00
		Total	\$ 85.00	\$ 1,360.00	\$ 154.00	\$ 2,464.00	\$ 85.00	\$ 1,360.00
* Nitrate, Nitrite, Nitrate + Nitrite (Annual POE)								
Nitrate	DW	1	\$ 7.00	\$ 7.00	\$ 11.20	\$ 11.20	\$ 8.00	\$ 8.00
Nitrite	DW	1	\$ 7.00	\$ 7.00	\$ 11.20	\$ 11.20	\$ 8.00	\$ 8.00
Nitrate + Nitrite	DW	1	\$ 14.00	\$ 14.00	\$ 11.20	\$ 11.20	\$ 12.00	\$ 12.00
		Total	\$ 28.00	\$ 28.00	\$ 33.60	\$ 33.60	\$ 28.00	\$ 28.00
* VOCs (Triennial - POE)								
FAC 62-550 Table 4; 8260 List	DW	1	\$ 70.00	\$ 70.00	\$ 88.00	\$ 88.00	\$ 60.00	\$ 60.00
		Total	\$ 70.00	\$ 70.00	\$ 88.00	\$ 88.00	\$ 60.00	\$ 60.00
* SOCs (Triennial - POE)								
FAC 62-550 Table 5; 8270 List (with Dioxin)	DW	2	\$ 800.00	\$ 1,600.00	\$ 656.40	\$ 1,312.80	\$ 360.00	\$ 720.00

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
		Total	\$ 800.00	\$ 1,600.00	\$ 656.40	\$ 1,312.80	\$ 360.00	\$ 720.00
* Radio-Chemistry (POE)								
Gross Alpha	DW	1	\$ 35.00	\$ 35.00	\$ 44.00	\$ 44.00	\$ 30.00	\$ 30.00
Radium 226/228	DW	1	\$ 120.00	\$ 120.00	\$ 180.00	\$ 180.00	\$ 110.00	\$ 110.00
Uranium	DW	1	\$ 75.00	\$ 75.00	\$ 28.80	\$ 28.80	\$ 80.00	\$ 80.00
		Total	\$ 230.00	\$ 230.00	\$ 252.80	\$ 252.80	\$ 220.00	\$ 220.00
* Lead and Copper								
Lead and Copper	DW	40	\$ 20.00	\$ 800.00	\$ 22.40	\$ 896.00	\$ 16.00	\$ 640.00
		Total	\$ 20.00	\$ 800.00	\$ 22.40	\$ 896.00	\$ 16.00	\$ 640.00
Fluoride & Arsenic								
Fluoride & Arsenic	DW	60	\$ 12.00	\$ 720.00	\$ 22.40	\$ 1,344.00	\$ 13.00	\$ 780.00
		Total	\$ 12.00	\$ 720.00	\$ 22.40	\$ 1,344.00	\$ 13.00	\$ 780.00
		Total						
TOCs during DBP Events (Qtr.)								
TOC	DW	12	\$ 18.00	\$ 216.00	\$ 17.60	\$ 211.20	\$ 18.00	\$ 216.00
		Total	\$ 18.00	\$ 216.00	\$ 17.60	\$ 211.20	\$ 18.00	\$ 216.00
ECR2 Production Wells (S/A)								
Calcium	DW	34	\$ 10.00	\$ 340.00	\$ 11.20	\$ 380.80	\$ 8.00	\$ 272.00
Color	DW	34	\$ 9.00	\$ 306.00	\$ 11.60	\$ 394.40	\$ 5.00	\$ 170.00
Conductivity	DW	34	\$ 5.00	\$ 170.00	\$ 6.40	\$ 217.60	\$ 5.00	\$ 170.00
Chloride	DW	34	\$ 7.00	\$ 238.00	\$ 11.20	\$ 380.80	\$ 6.00	\$ 204.00
Iron	DW	34	\$ 10.00	\$ 340.00	\$ 11.20	\$ 380.80	\$ 8.00	\$ 272.00
TDS	DW	34	\$ 7.00	\$ 238.00	\$ 11.20	\$ 380.80	\$ 8.00	\$ 272.00
Nitrate	DW	34	\$ 7.00	\$ 238.00	\$ 11.20	\$ 380.80	\$ 6.00	\$ 204.00
Hardness	DW	34	\$ 10.00	\$ 340.00	\$ 11.20	\$ 380.80	\$ 10.00	\$ 340.00
		Total	\$ 65.00	\$ 2,210.00	\$ 85.20	\$ 2,896.80	\$ 56.00	\$ 1,904.00
Well 29 and Diesel Tank MW (S/A)								
SVOCs (8270)	GW	4	\$ 170.00	\$ 680.00	\$ 156.40	\$ 625.60	\$ 160.00	\$ 640.00

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
VOCs (8260)	GW	4	\$ 70.00	\$ 280.00	\$ 88.00	\$ 352.00	\$ 70.00	\$ 280.00
Ethylene Glycol (8015)	GW	4	\$ 110.00	\$ 440.00	\$ 127.50	\$ 510.00	\$ 120.00	\$ 480.00
TRPH by FL PRO	GW	4	\$ 45.00	\$ 180.00	\$ 55.20	\$ 220.80	\$ 50.00	\$ 200.00
		Total	\$ 395.00	\$ 1,580.00	\$ 427.10	\$ 1,708.40	\$ 400.00	\$ 1,600.00
R/O Plant 2 (Deep Wells) Monthly								
Conductivity	GW/WW	36	\$ 5.00	\$ 180.00	\$ 6.40	\$ 230.40	\$ 5.00	\$ 180.00
Ammonia	GW/WW	36	\$ 10.00	\$ 360.00	\$ 15.20	\$ 547.20	\$ 8.00	\$ 288.00
TKN	GW/WW	36	\$ 15.00	\$ 540.00	\$ 16.80	\$ 604.80	\$ 13.00	\$ 468.00
Sulfate	GW/WW	36	\$ 7.00	\$ 252.00	\$ 11.20	\$ 403.20	\$ 6.00	\$ 216.00
Chloride	GW/WW	36	\$ 7.00	\$ 252.00	\$ 11.20	\$ 403.20	\$ 6.00	\$ 216.00
TDS	GW/WW	36	\$ 7.00	\$ 252.00	\$ 11.20	\$ 403.20	\$ 8.00	\$ 288.00
Nitrite	GW/WW	36	\$ 7.00	\$ 252.00	\$ 11.20	\$ 403.20	\$ 6.00	\$ 216.00
TSS	WW	12	\$ 8.00	\$ 96.00	\$ 11.20	\$ 134.40	\$ 7.00	\$ 84.00
		Total	\$ 66.00	\$ 2,184.00	\$ 94.40	\$ 3,129.60	\$ 59.00	\$ 1,956.00
R/O Plant 2 (Deep Wells) Quarterly								
Gross Alpha	2GW 1IW	12	\$ 35.00	\$ 420.00	\$ 44.00	\$ 528.00	\$ 30.00	\$ 360.00
Radium 226/228	2GW 1IW	12	\$ 120.00	\$ 1,440.00	\$ 180.00	\$ 2,160.00	\$ 110.00	\$ 1,320.00
		Total	\$ 155.00	\$ 1,860.00	\$ 224.00	\$ 2,688.00	\$ 140.00	\$ 1,680.00
R/O-Plant 2 (Annual)								
504 EDB & DBCP (Grab)	WW	1	\$ 35.00	\$ 35.00	\$ 35.20	\$ 35.20	\$ 25.00	\$ 25.00
508.1 Organochlorine Pest/PCB (Comp)	WW	1	\$ 80.00	\$ 80.00	\$ 74.80	\$ 74.80	\$ 70.00	\$ 70.00
515.3 Chlorinated Herbicides (Comp)	WW	1	\$ 105.00	\$ 105.00	\$ 96.00	\$ 96.00	\$ 80.00	\$ 80.00
525.2 Base Neutral Ext. (Comp)	WW	1	\$ 150.00	\$ 150.00	\$ 156.40	\$ 156.40	\$ 95.00	\$ 95.00
531.1 Carbamates (Grab)	WW	1	\$ 60.00	\$ 60.00	\$ 88.00	\$ 88.00	\$ 50.00	\$ 50.00
547 Glyphosphate (Grab)	WW	1	\$ 75.00	\$ 75.00	\$ 70.40	\$ 70.40	\$ 50.00	\$ 50.00

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
548 Endothall (Comp)	WW	1	\$ 75.00	\$ 75.00	\$ 92.40	\$ 92.40	\$ 55.00	\$ 55.00
549 Diquat/Paraquat by HPLC (Comp)	WW	1	\$ 300.00	\$ 300.00	\$ 132.40	\$ 132.40	\$ 55.00	\$ 55.00
Gross Alpha, Radium 226/228 (Comp)	WW	1	\$ 155.00	\$ 155.00	\$ 224.00	\$ 224.00	\$ 140.00	\$ 140.00
Primary/Secondary Metals (Comp)	WW	1	\$ 100.00	\$ 100.00	\$ 214.80	\$ 214.80	\$ 99.00	\$ 99.00
524.2 VOCs (Grab)	WW	1	\$ 75.00	\$ 75.00	\$ 88.00	\$ 88.00	\$ 60.00	\$ 60.00
Bromate / Chlorite (Comp)	WW	1	\$ 40.00	\$ 40.00	\$ 42.00	\$ 42.00	\$ 24.00	\$ 24.00
Chlorine / Chlorine Dioxide (Comp)	WW	1	\$ 200.00	\$ 200.00	Field Parameter	Field Parameter	\$ 10.00	\$ 10.00
Total Coliform (Grab)	WW	1	\$ 17.00	\$ 17.00	\$ 20.00	\$ 20.00	\$ 15.00	\$ 15.00
Cyanide (Comp)	WW	1	\$ 35.00	\$ 35.00	\$ 28.40	\$ 28.40	\$ 18.00	\$ 18.00
Color, Cl, F, SO4, NO2, NO3, NOx, MBAS (Comp)	WW	1	\$ 93.00	\$ 93.00	\$ 106.00	\$ 106.00	\$ 85.00	\$ 85.00
552 HAAs (Comp)	WW	1	\$ 60.00	\$ 60.00	\$ 110.00	\$ 110.00	\$ 60.00	\$ 60.00
Strontium-90 (Comp)	WW	1	\$ 250.00	\$ 250.00	\$ 210.00	\$ 210.00	\$ 80.00	\$ 80.00
Odor (Comp)	WW	1	\$ 9.00	\$ 9.00	\$ 10.40	\$ 10.40	\$ 25.00	\$ 25.00
TDS, pH (Comp)	WW	1	\$ 10.00	\$ 10.00	\$ 17.60	\$ 17.60	\$ 13.00	\$ 13.00
		Total	\$ 1,924.00	\$ 1,924.00	\$ 1,816.80	\$ 1,816.80	\$ 1,109.00	\$ 1,109.00
Misc. (Do Not Include in Totals)								
Field Services (Work day) per hour			\$ 55.00	\$ 55.00	\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Field Services (Weekend and Holiday)			\$ 110.00	\$ 110.00	112.50/150	112.50/150	\$ 150.00	\$ 150.00
Total Coliform, SM9223B	DW		\$ 17.00	\$ 17.00	\$ 25.00	\$ 25.00	\$ 50.00	\$ 50.00
			Grand Total		Grand Total		Grand Total	

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
			Water Treatment Facility	\$ 15,008.00	Water Treatment Facility	\$ 19,200.00	Water Treatment Facility	\$ 12,530.00

Minor error on SOV

Section C -Wellington Public Works Department Analyses

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
Project Name & Parameter	Matrix	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Basin B Bi-weekly								
Total Phosphorus, LL (MDL ≤0.004)	SW	806			\$ 20.40	\$ 16,442.40	\$ 8.00	\$ 6,448.00
		Total			\$ 20.40	\$ 16,442.40	\$ 8.00	\$ 6,448.00
* ESP (Everglades Stormwater Project) NOTE MDL Requirements								
TSS (MDL ≤ 3.0 mg/L)	SW	100			\$ 11.20	\$ 1,120.00	\$ 7.00	\$ 700.00
Chloride (MDL ≤1.0 mg/L)	SW	100			\$ 11.20	\$ 1,120.00	\$ 6.00	\$ 600.00
Total Phosphorus, LL (MDL ≤0.004)	SW	100			\$ 20.40	\$ 2,040.00	\$ 8.00	\$ 800.00
Orthophosphate (MDL ≤0.004 mg/L)	SW	100			\$ 11.20	\$ 1,120.00	\$ 8.00	\$ 800.00
TKN (MDL ≤0.090 mg/L)	SW	100			\$ 16.80	\$ 1,680.00	\$ 13.00	\$ 1,300.00
Ammonia (MDL ≤0.020 mg/L)	SW	100			\$ 15.20	\$ 1,520.00	\$ 8.00	\$ 800.00
Nitrate+Nitrite, NOx (MDL ≤0.005 mg/L)	SW	100			\$ 11.20	\$ 1,120.00	\$ 10.00	\$ 1,000.00
		Total			\$ 97.20	\$ 9,720.00	\$ 60.00	\$ 6,000.00

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
Sediments (Sump & Canal Desilting)								
Total Phosphorus (dry weight)	SED	10			\$ 22.00	\$ 220.00	\$ 12.00	\$ 120.00
Percent Moisture	SED	10			\$ 13.20	\$ 132.00	\$ 2.50	\$ 25.00
Total % Solids	SED	10			\$ 9.20	\$ 92.00	\$ 2.50	\$ 25.00
		Total			\$ 44.40	\$ 444.00	\$ 17.00	\$ 170.00
Misc. (Do Not Include in Totals)								
Field Services (Work day) per hour					\$ 75.00	\$ 75.00	\$ 75.00	\$ 75.00
Field Services (Weekend and Holiday)					112.50/150	112.50/151	\$ 150.00	\$ 150.00
			Grand Total Public Works Department	no bid	Grand Total Public Works Department	\$ 26,606.40	Grand Total Public Works Department	\$ 12,618.00

Section D - Wellington Laboratory QC Analyses

Project Name & Parameter	Matrix	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
Lab DI Water (Monthly)								
Silica (MDL ≤0.100 mg/L)	DI	12	\$ 7.00	\$ 84.00	\$ 13.20	\$ 158.40	\$ 8.00	\$ 96.00
T.O.C. (MDL ≤1.0 mg/L)	DI	12	\$ 18.00	\$ 216.00	\$ 17.60	\$ 211.20	\$ 18.00	\$ 216.00
Ammonia (MDL ≤0.10 mg/L)	DI	12	\$ 10.00	\$ 120.00	\$ 15.20	\$ 182.40	\$ 8.00	\$ 96.00
Organic Nitrogen (MDL ≤0.10 mg/L)	DI	12	\$ 25.00	\$ 300.00	\$ 23.20	\$ 278.40	\$ 22.00	\$ 264.00
		Total	\$ 60.00	\$ 720.00	\$ 69.20	\$ 830.40	\$ 56.00	\$ 672.00
Lab DI Water (Quarterly)								
Use Test or Student's t	DI	4	\$ 125.00	\$ 500.00	\$ 136.40	\$ 545.60	\$ 250.00	\$ 1,000.00

			Advanced Environment Laboratories, Inc.	Advanced Environment Laboratories, Inc.	Florida Spectrum Environmental Services, Inc.	Florida Spectrum Environmental Services, Inc.	Pace Analytical Services, Inc.	Pace Analytical Services, Inc.
		Total	\$ 125.00	\$ 500.00	\$ 136.40	\$ 545.60	\$ 250.00	\$ 1,000.00
Lab DI Water (Annual)								
Cd, Cr, Cu, Ni, Pb, Zn	DI	1	\$ 30.00	\$ 30.00	\$ 67.20	\$ 67.20	\$ 42.00	\$ 42.00
		Total	\$ 30.00	\$ 30.00	\$ 67.20	\$ 67.20	\$ 42.00	\$ 42.00
			Grand Total Laboratory Department	\$ 1,250.00	Grand Total Laboratory Department	\$ 1,443.20	Grand Total Laboratory Department	\$ 1,714.00

Council

Anne Gerwig, Mayor
John T. McGovern, Vice Mayor
Michael Drahos, Councilman
Michael J. Napoleone, Councilman
Tanya Siskind, Councilwoman



A GREAT HOMETOWN

Manager
Paul Schofield

July 28, 2016

NOTICE OF INTENT TO AWARD

Pursuant to Wellington, notice is provided as follows:

INVITATION TO BID (ITB) # 020-16/DZ - Annual Lab Analyses bid Opening Date and Time July 14, 2016, 2:00 PM local time.

1. Wellington has completed its evaluation of ITB# 020-16/DZ and intends to recommend to Council the award of the Annual Lab Analyses contract as follows:

Section A - Wastewater Treatment Facility Analyses	
Primary	Pace Analytical Services, Inc.
Secondary	Advanced Environmental Laboratories, Inc.

Section B - Water Treatment Facility Analyses	
Primary	Pace Analytical Services, Inc.
Secondary	Advanced Environmental Laboratories, Inc.

Section C -Wellington Public Works Department Analyses	
Primary	Pace Analytical Services, Inc.
Secondary	Florida Spectrum Environmental Services, Inc.

Section D - Wellington Laboratory QC Analyses	
Primary	Advanced Environmental Laboratories, Inc.
Secondary	Florida Spectrum Environmental Services, Inc.

2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the ITB Documents and approval by the Wellington Council



Village of Wellington

Legislation Text

File #: 15-1030, **Version:** 1

ITEM: AUTHORIZATION OF DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY

REQUEST: Authorization to approve FY 2016 disposition of surplus tangible personal property and removal of non-capitalized assets in preparation for upcoming annual audit for the year ending September 30, 2016.

EXPLANATION: Wellington conducts an annual inventory as part of the preparation for the yearly audit. The following is a summary of twenty-three (23) surplus items of tangible personal property (TPP) or fixed assets meeting disposition criteria per the Village's Purchasing and Procurement Policy Chapter 13, Section D, Exhibit A attached. The initial total purchase cost of these items was \$489,779.50 with an accumulated total depreciation of \$436,474.28, resulting in a current value of \$53,305.22.

Seven (7) assets (technical and heavy equipment) will be sold through GovDeals, the Village's approved public auction vendor. Sixteen (16) assets (computer equipment) will be recycled, utilizing a state certified recycling vendor.

METHOD OF DISPOSAL			
	By Selling	By Recycling	Total Surplus
Acquisition Cost of Items	\$103,253.26	\$386,526.24	\$489,779.50
Accumulated Depreciation	\$69,670.07	\$366,804.21	\$436,474.28
Total Net Value	\$33,583.19	\$19,722.03	\$53,305.22

In addition, the Village's capital existing asset listing was reviewed and fully depreciated assets that are considered not capitalizable were identified. This review resulted in the removal of four (4) items with a cost of \$3,987,227.53, Exhibit B attached. These assets have been fully depreciated and the book value for these assets is \$0, so there is no fiscal impact to the fund financial statements.

Surplus TPP or fixed assets are identified annually as part of a Village-wide departmental inventory and condition assessment. A master list of these fixed assets, verified by OFMB, is categorized as no longer useful or to be exchanged for a new purchase/replacement.

Staff requests authorization to approve the FY 2016 disposition of surplus tangible personal property and removal of non-capitalized assets as part of our preparation for the annual audit.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

File #: 15-1030, Version: 1

FISCAL IMPACT: Revenues are anticipated as a result of surplus tangible personal property sold. Proceeds are posted as miscellaneous revenue. The review leading to these recommendations is part of our preparation for the annual audit.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to approve FY 2016 disposition of surplus tangible personal property and removal of non-capitalized assets in preparation for upcoming annual audit for the year ending September 30, 2016.

**DISPOSITION OF SURPLUS - TANGIBLE PERSONAL PROPERTY
SURPLUS FY 2015-2016**

EXHIBIT A

PURCHASE DATE	TPP TAG#	DESCRIPTION	TYPE	PURCHASE COST	ACCUMULATED DEPRECIATION	NET	REASON FOR DISPOSAL
9/23/2008	08-0091	Panasonic AW-E 650 Camera	Equipment	\$ 5,411.00	\$ 5,411.00	\$ -	Surplus
9/23/2008	08-0092	Panasonic AW-E 650 Camera	Equipment	\$ 5,411.00	\$ 5,411.00	\$ -	Surplus
9/23/2008	08-0093	Panasonic AW-E 650 Camera	Equipment	\$ 5,411.00	\$ 5,411.00	\$ -	Surplus
9/28/2013	13-0092	Panasonic AW-E 600P Camera	Equipment	\$ 9,500.00	\$ 4,116.61	\$ 5,383.39	Surplus
2/2/2006	06-0120	B335 Asphalt Roller	Heavy Equipment	\$ 18,300.60	\$ 18,300.60	\$ -	Surplus
2/1/2012	12-0038	EMC2 VNXE3300 Storage System	Equipment	\$ 59,219.66	\$ 31,019.86	\$ 28,199.80	Surplus
No Tag	No Tag	2008 JRB Grapple Rake - Attached to TPP #08-0053	Heavy Equipment	Value Unknown	Value Unknown	\$ -	Surplus
Total To Be Sold				\$ 103,253.26	\$ 69,670.07	\$ 33,583.19	

PURCHASE DATE	TPP TAG#	DESCRIPTION	TYPE	PURCHASE COST	ACCUMULATED DEPRECIATION	NET	REASON FOR DISPOSAL
2/8/2011	11-0600	VOIP Communication System	Equipment	\$ 154,071.56	\$ 154,071.56	\$ -	Surplus
9/6/2006	06-0209	Ricoh Digital Imaging System	Equipment	\$ 21,071.00	\$ 21,071.00	\$ -	Surplus
5/30/2006	06-0628	Selectron IVR System Upgrade	Equipment	\$ 22,085.00	\$ 22,085.00	\$ -	Surplus
9/21/2006	06-0643	Selectron IVR System Upgrade	Equipment	\$ 44,170.00	\$ 44,170.00	\$ -	Surplus
1/26/2007	07-0615	Leitch Logomotion Interface	Equipment	\$ 9,200.00	\$ 9,200.00	\$ -	Surplus
9/28/2007	07-0629	Selectron IVR System UPDATE	Equipment	\$ 22,085.00	\$ 22,085.00	\$ -	Surplus
7/3/2008	08-0615	Bar Code-Install,Config &Train	Equipment	\$ 11,872.09	\$ 11,872.09	\$ -	Surplus
4/14/2010	10-0600	Utilities IVR System Upgrade	Equipment	\$ 8,500.00	\$ 8,500.00	\$ -	Surplus
12/13/2012	13-0107	Wireless Booster - V Hall	Equipment	\$ 24,314.77	\$ 4,592.74	\$ 19,722.03	Surplus
1/31/1999	99-0606	T1-WAN SW & Hardware	Equipment	\$ 16,525.51	\$ 16,525.51	\$ -	Surplus
3/28/2006	06-0133	Fujitsu 5650C SCSI Scanner	Equipment	\$ 5,918.00	\$ 5,918.00	\$ -	Surplus
5/25/2007	07-0110	Fujitsu 5750C Scanner	Equipment	\$ 8,477.00	\$ 8,477.00	\$ -	Surplus
7/23/2008	08-0063	Fujitsu FI-5750C Scanner	Equipment	\$ 5,120.81	\$ 5,120.81	\$ -	Surplus
9/30/2006	06-0650	Work Order Software	Equipment	\$ 9,000.00	\$ 9,000.00	\$ -	Surplus
9/30/2006	06-0651	Address Manager Software	Equipment	\$ 9,000.00	\$ 9,000.00	\$ -	Surplus
1/19/2007	07-0040	Live Scan Fingerprint Scanner	Equipment	\$ 15,115.50	\$ 15,115.50	\$ -	Surplus
Total To Be Recycled				\$ 386,526.24	\$ 366,804.21	\$ 19,722.03	

EXHIBIT B

PURCHASE DATE	TPP TAG#	DESCRIPTION	TYPE	PURCHASE COST	ACCUMULATED DEPRECIATION	NET	REASON FOR DISPOSAL
5/5/2011	11-0711	50th Street Overlay	Capital	\$ 140,994.00	\$ 140,994.00	\$ -	No Longer Capitalized
9/30/2011	11-0707	Roadway Overlay	Capital	\$ 639,695.23	\$ 639,695.23	\$ -	No Longer Capitalized
9/15/2011	11-0706	Southshore Overlay	Capital	\$ 254,342.18	\$ 254,342.18	\$ -	No Longer Capitalized
9/30/2010	10-0629	Pedestrian Path	Capital	\$ 2,952,196.12	\$ 2,952,196.12	\$ -	No Longer Capitalized
Total				\$ 3,987,227.53	\$ 3,987,227.53	\$ -	



Village of Wellington

Legislation Text

File #: 16-0350, **Version:** 1

ITEM: AUTHORIZATION TO 1) AWARD A CONTRACT TO PROVIDE COURT MAINTENANCE AT THE TENNIS FACILITY; 2) ENTER INTO INDEPENDENT CONTRACTOR AGREEMENTS WITH TENNIS PROFESSIONALS TO PROVIDE PRIVATE LESSONS, CONDUCT CLINICS, TENNIS SUMMER CAMPS, ETC.; AND 3) UTILIZE VENDORS FOR THE PURCHASE OF TENNIS PRO SHOP INVENTORY

REQUEST: Authorization to 1) Award a contract to K&B Maintenance Services, LLC, DBA Professional Tennis Court Services, to provide court maintenance at the tennis facility in the amount of \$92,327.64 annually; 2) Enter into independent contractor agreements with tennis professionals to provide private lessons, conduct clinics, tennis summer camps, etc.; and 3) utilize vendors for the purchase of tennis pro shop inventory.

EXPLANATION: Effective October 1, 2016, the Village will manage and operate the Wellington Tennis Facility. As part of the transition, staff is seeking authorization to:

1. Award a contract to Professional Tennis Court Services, in the amount of \$92,327.64 annually, to provide court maintenance at the Wellington Tennis Facility. On July 31, 2016, RFP# 024-16/DZ was released, seeking qualified firms interested in providing such services. On August 31, 2016, one proposal was received from Professional Tennis Court Services in the amount of \$98,327.64. Staff subsequently negotiated with the Professional Tennis Court Services, the lone bidder, and they have agreed to provide tennis court maintenance services for \$92,327.64 annually, or \$6,000 less than their original bid amount. Professional Tennis Court Services, a Western Communities local vendor, is the current provider of court maintenance at the Wellington Tennis Facility, and has provided superior service to the Village since 2010.

Staff recommends awarding a contract to Professional Tennis Court Services in the amount of \$92,327.64 annually, for three years, effective October 1, 2016, with two additional one year renewal options.

2. Enter into independent contractor agreements with tennis professionals to provide private lessons, conduct clinics, tennis summer camps, etc. The tennis center currently employs seven (7) tennis professionals to provide such services. In order to maintain continuity of service, staff is recommending entering into independent contractor agreements with the existing seven tennis professionals (list of names attached), who currently provide this service at the facility. In all of these contracts, the Village will collect all fees and pay the provider 75% and retain 25%. In addition, as is the case with all athletic programs, all facility costs are borne by the Village. The Village expects this to exceed \$25,000 in revenue; therefore, pursuant to Purchasing policies and procedures, Council approval is required (sample agreement attached). The term of each agreement will be for three years effective October 1, 2016, with two additional one year renewal options.
3. Utilize multiple vendors for the purchase of tennis pro shop inventory. The tennis center pro shop carries a variety of tennis apparel for both men and women. In order to maintain continuity of service during this transition period, staff recommends continued use of existing vendors to provide

File #: 16-0350, Version: 1

pro-shop inventory (list of vendors attached). The amount of purchases by vendor will vary depending on pro shop sales. During the next several months, the Village will open new accounts with these vendors while the existing tennis facility contractor (Cheatham, Inc.) will close accounts with the same vendors. The Parks and Recreation Department will continuously evaluate the quality and service provided by the existing vendors and determine whether there is a need to purchase from alternate vendors. All purchases will be in compliance with Village policies and procedures.

Staff recommends 1) Awarding a contract to Professional Tennis Court Services to provide tennis court maintenance at an annual cost of \$92,327.64; 2) Entering into independent contractor agreements with seven tennis professionals to provide lessons, conduct clinics, summer camps, etc.; and 3) Authorizing use of multiple vendors for the purchase of pro shop inventory.

All related bid documents may be found by clicking on the following link:

<http://wellingtonfl.gov/Home/Components/RFP/RFP/259/203> .

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds are budgeted in the FY 2016-2017 Tennis Program Budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to 1) Award a contract to K&B Maintenance Services, LLC, DBA Professional Tennis Court Services, to provide court maintenance at the tennis facility in the amount of \$92,327.64 annually; 2) Enter into independent contractor agreements with tennis professionals to provide private lessons, conduct clinics, tennis summer camps, etc.; and 3) Utilize vendors for the purchase of tennis pro shop inventory.

Tennis Court Maintenance Services**RFP# 024-16/DZ****RFP Opening Date: August 31, 2016 at 10:00 AM Local Time*****CHECKLIST***

Tab #	PROPOSERS	K & B Maintenance Services LLC DBA Professional Tennis Court Services		
	1 Original, 5 Copies and 1 Electronic Copy	X		
1	Proposal Checklist and Submittal Form	X		
2	Wellington Local Preference Application	Western Communités		
3	Evidence of Insurance Certification	X		
4	Current License(s); PBC Contractors Certificate of Competency	X		
5	Qualifications and Experience	X		
6	Technical Approach and Methodology	X		
7	Fees to Perform Services	\$8,193.97 per month \$98,327.64 per year		
8	Proposer's Certification Form	X		
9	Conflict of Interest Statement	X		
10	Questionnaire	X		
11	Drug Free Workplace	X		
12	Non-Collusion Affidavit	X		
13	Acknowledgement of Addendums	N/A		


Wellington Council Meeting September 27, 2016
In accordance with the terms and conditions stated in the Request for Proposal (RFP) 17001299 requesting all goods and services for the Tennis Court Maintenance Services, the undersigned proposes the following to the Village of Wellington:

Bradley Simms (proposer's legal name) certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Applicable License number(s): U-22133.

***Monthly Price:** \$7,693.97

Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum on an annual basis:

\$ 92,327.64



Authorized Representative's Signature

9/13/16

Date

Bradley Simms

Name:

Owner

Position:

September 14, 2016

NOTICE OF INTENT TO AWARD

Pursuant to Wellington, notice is provided as follows:

Request for Proposal (RFP) # 024-16/DZ – Tennis Court Maintenance Services

1. Wellington has completed its evaluation of ITB# 024-16/DZ and intends to recommend to Council the award of the Tennis Court Maintenance Services contract to

K & B Maintenance Services, LLC
DBA Professional Tennis Court Services

2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the RFP Documents and approval by the Wellington Council

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (hereinafter referred to as “Agreement”) made this Date day of Month, 20Year by and between the Village of Wellington, (hereinafter referred to as “Wellington”) whose address is 12300 Forest Hill Boulevard, Wellington, FL 33414 and Contractor Name, (hereinafter referred to as “Contractor”) whose address is Contractor Address.

Contractor is a:

- ☐ Sole Proprietor,
- ☐ Corporation existing under the laws of _____,
- ☐ Limited Liability Company existing under the laws of _____,
- ☐ Partnership existing under the laws of _____,
- ☐ Limited Liability Partnership, existing under the laws of _____,

Contractor’s Social Security Number is SSN (if an **individual**) or Federal Tax Identification Number is FIN (if an **entity**).

Wellington agrees to hire Contractor as an Independent Contractor to perform the services set forth herein, and therefore, both parties acknowledge and agree to the following terms and conditions:

(1) Recitals:

The above recitals are true and correct and are incorporated herein by reference.

(2) Services:

Contractor agrees to provide Wellington with the following services (the “Services”):

(3) Service Dates:

Contractor shall provide the above services to Wellington for a 3 year period from October 1, 2016 through September 30, 2019 with two (2) one-year renewal options at the discretion of the Village of Wellington with mutually agreeable terms and conditions.

(4) Relationship:

Contractor understands that his/her/its relationship with Wellington is that of an Independent Contractor and ***not*** an employee or agent of Wellington. Services provided by Contractor are not and shall not be construed to be an integral part of Wellington’s governmental functions. The relationship between Wellington and Contractor is dependent upon the services needed by Wellington at any given time. Nothing contained in this Agreement shall be deemed or construed as creating any partnership, joint venture, or other type of business relationship between Contractor and Wellington.

(5) Manner of Performance:

- a. Contractor warrants that he/she is fully skilled and experienced in the above described services, and that Wellington shall rely upon him/her/it to perform the contracted services lawfully and in a manner consistent with the highest professional standards and ethical conduct. Contractor warrants that he/she/it

holds any and all applicable licenses/certifications as required by law.

- b. Wellington reserves the right to enter and observe any program at any time.
- c. ***Program Evaluations are mandatory*** for each program and session and shall be returned to the appropriate Programs Coordinator immediately following ***each*** program's session. Program Evaluations and observations are used to provide first-hand knowledge of programs to the public and to ensure agreed upon services are provided, safety is maintained, standards are met, and ideal results are achieved by Contractor. Wellington reserves the right to waive this requirement, in its sole discretion, when deemed appropriate by the event coordinating Manager.
- d. Failure by Contractor to provide the quality of services or job performance expected by Wellington shall be cause for termination of this Agreement. Wellington may, at its discretion, permit Contractor a reasonable opportunity to correct Contractor's deviation from standards.
- e. The services to be provided by Contractor under this Agreement are unique to Contractor and may not be provided by any other individual or entity (on behalf of Contractor) without prior written approval from Wellington.

(6) Facilities:

- a. Wellington will provide Contractor with a sufficient area in which Contractor may perform the services agreed to under this Agreement. Due to the multiple uses and functions within the facilities, rooms are subject to change at any time and are not guaranteed to be consistent. ***Wellington reserves the right to relocate an activity in its sole discretion.***
- b. Contractor is responsible for cleaning the area and leaving it in the condition it was found. Contractor must seek permission any time food or drink will be served.
- c. Storage depends on the availability of space and is not guaranteed. If storage space is available, Wellington will not be held responsible for any personal equipment, supplies, or for anything left behind. Items left after an activity will be treated as trash and may be discarded.

(7) Contractor's Responsibilities:

Under this Agreement, Contractor must:

- a. Provide safe, professional, and positive instruction to participants of Wellington's youth, adult, and senior programs, classes, and other activities as provided in this Agreement.
- b. Provide Wellington with a detailed program plan in the form of a Program Worksheet (provided by Program Coordinator) for all programs provided by Contractor. Program Worksheets must include but are not limited to the following information: specific session dates/days (including skip days, holidays, make-ups, etc.), times, minimum/maximum number of students, ages, gender, instructor contact information, and any specific program requirements or details. Program Worksheets will be due ***on or prior*** to the date set by Program Coordinator. ***Failure to submit information by designated deadline will result in late processing and is not guaranteed to be processed at all.***
- c. Prepare promotional announcements and materials for programs/services provided by Contractor. ***Promotional materials must be submitted to Wellington in electronic form, and both parties must review and approve the materials before they are displayed.*** It is the responsibility of Contractor to ensure his/her flyers/promotional materials are correct, and in stock. Contractor accepts all responsibility for misprints. All additional advertising must also be approved by Wellington.

- d. Maintain up-to-date rosters and ensure that all program participants have completed the proper registration process *before* participating in the program. Individuals who have not completed Wellington's registration process of paying the program fee and signing the required program/facility waiver *shall not* be permitted to participate in any portion of the program.
- e. Monitor and record the attendance of all participants for each program. Class Attendance Worksheets will be provided by Programs Coordinator or Facility Program Monitor upon request and must be submitted to Wellington upon the conclusion of each program session. *It is the responsibility of Contractor to request the Class Attendance Worksheets for each program.*
- f. Inspect the activity site prior to beginning each class. If unsafe conditions are found, immediately report the conditions to Wellington and postpone the program until further direction from Wellington.
- g. Immediately report all accidents or injuries to Wellington. A detailed incident report must be completed by Contractor and submitted to the coordinator/manager within 24 hours of the incident.
- h. Comply with all of Wellington's "Program Policies" and any future policies that are developed and are communicated to Contractor either verbally or in writing.

(8) Non-Exclusive Relationship:

Neither Contractor nor Wellington has an exclusive relationship with the other. Contractor can perform the above described services for another person or business as long as it does not interfere with Contractor's services for Wellington. Likewise, Wellington reserves the right to contract another Contractor for the same or similar services based on the needs of Wellington and the community.

(9) Compensation:

Wellington agrees to pay Contractor for performance of the above-described services on a per-program basis, and not on any other basis. Wellington agrees to pay Contractor at the rates set forth in EXHIBIT "A," which is attached and is part of this agreement.

(10) Expenses:

Contractor is responsible for all costs and expenses associated with performing services under this Agreement, including all background and fingerprinting costs.

(11) Taxes:

- a. Contractor is solely responsible for the reporting and payment of all federal, state, and or local self-employment or income taxes, licensing fees, or any other taxes or assessments levied by any governmental authorities on any earnings made as a result of Contractor's independent contractor relationship with Wellington.
- b. Contractor agrees to hold Wellington harmless for the payment of any and all federal, state, and or local self-employment or income taxes, or other assessments levied by any governmental authorities on any earnings made as a result of Contractor's independent contractor relationship with Wellington.
- c. In the event (1) that any state or federal governmental agency or court determines that the relationship between Wellington and Contractor is one of employment rather than independent contractor, and (2) as a result of that determination, Wellington is required to pay social security or unemployment compensation taxes or any other taxes, or any penalty with respect to Contractor for any period of time prior to that determination, Contractor agrees to reimburse Wellington to the extent of any refund to Contractor of taxes previously paid by Contractor as a result of that determination.

(12) Insurance:

Wellington is not liable for or responsible for the provision of workers' compensation or unemployment compensation insurance for the benefit of Contractor or any of Contractor's sub-contractors, employees, or agents, if any. Further, to the extent required by Wellington's Risk Management Department, Contractor shall provide Wellington with copies of his/her/its General Liability Insurance. If deemed necessary, Automobile Liability Insurance and additional coverage's may be required by the independent contractor.

(13) Indemnification:

- a. Contractor understands and agrees that with regard to Contractor's performance of any and all services pursuant to this Agreement, Contractor assumes full responsibility for compliance with all federal, state, and local laws, rules, regulations, codes, directives, guidelines and ordinances which may govern or regulate such services, Contractor's status, and Contractor's employment relationship with others.
- b. Contractor assumes responsibility for liabilities, attorney fees, or costs incurred as a direct or indirect result of the parties' independent contractor relationship, whether under workers' compensation laws, or under any other federal, state, or local laws, rules, or regulations, codes ordinances, guidelines and or directives. Contractor expressly agrees to hold Wellington and its principals, officers, directors, partners, agents, affiliates, related entities, and employees harmless for and indemnify Wellington for any and all claims, suits, matters, causes of action and judgments brought against Contractor, including all costs and attorneys' fees associated therewith at.

(14) Background Investigation:

- a. Contractor attests that he/she/it has not previously been accused of, charged with, or convicted of any crimes or offenses involving sexual misconduct, improprieties, or other offenses involving immoral or indecent behavior or sexual crimes with work or non-work related matters.
- b. Wellington reserves the right to contact Contractor's previous clients or employers for pertinent background information.
- c. Wellington requires an official criminal investigative background and fingerprint report from the Florida Department of Law Enforcement for Wellington's database. FDLE investigative criminal background and fingerprint reports require processing fees, which shall be paid by Contractor. Background requirements are *mandatory* and must remain up to date as long as Contractor's services are provided. Contractors with expired records are subject to suspension or termination of services.
- d. *All* full-time, regular, and consistent employees/assistants hired by Contractor must be approved by Wellington and undergo Wellington's background investigation process and must remain in good status as long as they are employed by Contractor. Contractor is responsible for all processing fees.
- e. This Agreement shall not become effective and Contractor is prohibited from commencing any services under this Agreement for Wellington until all requirements for FDLE background check and reference information are completed.
- f. Contractor will adhere to all requirements by the Florida Department of Children and Family.

(15) Termination:

Either party may terminate this Agreement upon 15 days written notice. Wellington reserves the right to cancel this Agreement at any time for any reason upon providing Contractor 24 hours' notice. All sums due Contractor at the time of termination will be paid by Wellington in the ordinary course of business. Upon termination of this Agreement, Contractor agrees to promptly return all property belonging to Wellington.

(16) Attorneys' Fees :

In the event any action for is instituted by either party to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorneys' fees, costs and expenses as may be determined by the court.

(17) Construction and Severability:

Wellington and Contractor agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

(18) Governing Law and Venue:

This Agreement shall be governed in accordance with the laws of the State of Florida, and venue for any action enforcing the terms of this Agreement shall be Palm Beach County, Florida.

(19) Entire Agreement:

This Agreement constitutes the entire agreement between the parties in connection with the subject matter of this Agreement and supersedes any and all prior agreements, negotiations, discussions, whether oral or written, between the parties. There are no statements, promises, representations, warranties or agreements between the parties in connection with the subject matter hereof except as specifically set forth herein.

(20) Headings:

The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(21) Assignment:

This Agreement may not be assigned without the consent of the non-assigning party. This Agreement is binding upon the parties hereto, their heirs, successors and or assigns.

(22) Effective Date:

This Agreement shall become effective upon execution of all parties and compliance with the obligations set forth in paragraph Fourteen (14) above. No services shall be provided prior to the Effective Date.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CONTRACTOR:

By:_____

Print Name:_____

Acknowledgment for Individual

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by _____, who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

My Commission Expires:

Corporate Acknowledgement
(If Independent Contractor is a Corporate Entity)

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ as _____ of _____, a _____ corporation, who is personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the corporation, who produced their drivers' licenses as identification, and who did or did not take an oath.

WITNESS my hand and official seal this ____ day of _____, 20____.

Notary Public, State Of Florida
My Commission expires:

ATTESTS:

VILLAGE OF WELLINGTON

By: _____
Rachel Callovi, Village Clerk

By: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Laurie Cohen, Village Attorney

“EXHIBIT A”

This is an attachment to the Independent Contractor agreement with _____.
Nonresident fees and any subsequent fee increases shall be retained by Wellington from this point forward:
Payment shall be made as follows:

Independent Contractor receives 100% of Resident rate for the following:

- Racquet re-string @ \$12 each
- Match Coaching Fee @ \$50 per match
- Ladies Team Practice @ \$85.00 each

Independent Contractor receives 75% of resident rate for the following:

Junior Tennis programs

- Private Lessons
- Tennis Summer Camps
- Beginner Clinics
- Junior Tennis Performance - 10 & under

****rates vary. Instructor will be paid 75% of the amount of resident revenue reported on program rosters submitted by coordinator to OFMB.***

Tennis Professionals (independent Contractors):

1. Jesus Chavarria
2. Erik Feldman
3. Jeff Parker
4. Alberto Pinedo
5. Liz Stockton
6. Sergio Trevino
7. Robert Korszeniewski

Wellington Tennis Center

Vendor Information

1. Nike
2. Lucky in Love
3. Eleven by Venus
4. Sofibella (Intensewear)
5. Fila
6. BloqUV
7. Pure Lime
8. HH Design USA (Sunny Side Active Wear)
9. InPhorm
10. Love All Tennis
11. Tennis Girl
12. Maggie Mather Tennis Bags
13. Ame and Lulu Tennis Bags
14. All For Color Tennis Bags
15. String-A-Ma-Jig
16. Feetures Socks
17. Thor-lo
18. ENI-JR286

19. In-Between Sports

20. SolRx Global Sunscreen



Village of Wellington

Legislation Text

File #: 16-0402, **Version:** 1

ITEM: AUTHORIZATION TO CONTINUE UTILIZING AN EXISTING SOUTHEAST FLORIDA COOPERATIVE GROUP CONTRACT WITH LHOIST NORTH AMERICA FOR THE PURCHASE AND DELIVERY OF BULK QUICKLIME

REQUEST: Authorization to continue utilizing Southeast Florida Cooperative Group contract with Lhoist North America for the purchase and delivery of bulk quicklime in an amount not to exceed \$310,000.

EXPLANATION: The Water Treatment Facility uses quicklime for its water treatment process.

Contract #11-25B was awarded to Lhoist North America by the City of Tamarac acting as the lead agency for the Southeast Florida Cooperative Group. The initial term of the contract is for three (3) years and allows for three (3) additional one (1) year renewals. The City of Tamarac is exercising the third and final renewal option through October 31, 2017.

Due to historical fluctuating cost, the contract allows for quarterly price adjustments for material and transportation. Price escalations and de-escalations are passed on to all eighteen (18) participating agencies, including Wellington. Cost adjustments reflect only a direct pass-through of costs, and no changes to the vendor's profit margin are permitted. Wellington's current cost is \$212.49 per delivered ton.

Staff requests authorization to continue utilizing an existing Southeast Florida Cooperative Group Contract with Lhoist North America for the purchase and delivery of quicklime.

No Western Community or Palm Beach County local vendor provides quicklime in the quantities required.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds have been allocated in the FY 2017 water operating supplies budget to cover anticipated expenditures.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to continue utilizing an existing Southeast Florida Cooperative Group contract with Lhoist North America for the purchase and delivery of quicklime in an amount not to exceed \$310,000.



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

Please complete each of the applicable boxes and submit with bid documents, award notices and tabulations to lpiper@myboca.us for placement on the NIGP SEFL website Cooperative contract page.

BID/RFP No. 11-25B Effective 11/01/11

Description/Title: Furnish, Deliver and Discharge Quicklime

Initial Contract Term: Start Date: 11/01/11 End Date: 10/31/14

Renewal Terms of the Contract: 3 (No. of Renewals) Renewal Options for 1 Year (Period of Time)

Renewal No. 1 Start Date: 11/01/14 End Date: 10/31/15

Renewal No. 2 Start Date: 11/01/15 End Date: 10/31/16

Renewal No. 3 Start Date: 11/01/16 End Date: 10/31/17

This is the Final Renewal Option

SECTION #1 VENDOR AWARD

Vendor Name: Lhoist North America of Alabama, LLC
 Vendor Address: 3700 Hulen St. , Ft. Worth, TX 76107
 Contact: Mr. Dale James, Florida District Manager
 Phone: 877-644-9010 Order 800-695-5657 Fax: 863-644-9030
 Cell/Pager: 314-614-4950 Email Address: dale.james@lhoist.com
 Website: www.lhoist.us FEIN: 63-1002780

VENDOR AWARD

Vendor Name: Carmeuse Lime & Stone, Inc. (City of Hollywood High Cal Granular Lime Only)
 Vendor Address: 11 Stanwix St., 11th Floor, Pittsburgh, PA 15222
 Contact: Bruce D. Routhieaux
 Phone: 412-995-5500 Fax: 412-995-5515
 Cell/Pager: N/A Email Address: salesinfo@carmeusena.com
 Website: www.carmeuse.com FEIN: 34-1053721

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June 22, 2016

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2016- 76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXERCISE THE THIRD RENEWAL OPTION OF AGREEMENTS TO "FURNISH, DELIVER AND DISCHARGE OF QUICKLIME" TO, AND EXECUTE AGREEMENT AMENDMENTS WITH, LHOIST NORTH AMERICA OF ALABAMA, LLC FOR THE CITY OF TAMARAC AND ON BEHALF OF EIGHTEEN OTHER AGENCIES IN THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE (CO-OP); AND WITH CARMEUSE LIME & STONE, INCORPORATED ON BEHALF OF ONE MEMBER OF THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE, THE CITY OF HOLLYWOOD, FOR A PERIOD OF ONE YEAR PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

I hereby certify that this document is a true and correct copy of R-2016-76

the original of which is on file in City Hall.
WITNESS MY HAND AND OFFICIAL SEAL
OF THE CITY OF TAMARAC, FLORIDA.

This 14th day of July, 2016.

Assistant City Clerk

WHEREAS, the City of Tamarac served as "lead agency" on Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime" issued on behalf of the Southeast Florida Governmental Purchasing Cooperative (CO-OP) which was awarded, on behalf of the City and eighteen (18) other agencies, to, and an Agreement executed with Lhoist North America of Alabama, LLC (formerly Chemical Lime Co. of Alabama, LLC), as evidenced by Resolution R-2011-86, a copy of which is on file with the City Clerk; and.

WHEREAS, as the lead agency for the CO-OP, the bid was also awarded to and an Agreement executed on behalf of one (1) agency with Carmeuse Lime

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and Stone, Inc., (Carmeuse), as further evidenced by Resolution R-2011-86; and,

WHEREAS Chemical Lime Co. of Alabama, LLC underwent a corporate name change to Lhoist North America of Alabama, LLC effective December 31, 2011, as indicated in a letter issued by its parent company, Lhoist North America and is now known as Lhoist North America of Alabama, LLC (Lhoist); said name change being approved by the City Commission at its June 25, 2014 Meeting, through Resolution R-2014-62, a copy of said resolution is on file with the City Clerk; and,

WHEREAS, the City Commission also approved the first one (1) year renewal option at its June 25, 2014 meeting through the same Resolution R-2014-62; and,

WHEREAS, the City Commission approved the second one (1) year renewal option at its June 24, 2015 meeting through Resolution R-2015-52, a copy of said resolution is on file with the City Clerk; and,

WHEREAS, both Lhoist and Carmeuse are agreeable to exercising the third one (1) year renewal option; and,

WHEREAS, pursuant to Section 5 of the executed Agreements, Lhoist and Carmeuse may seek a quarterly material price adjustment based on a formula that factors in actual costs and / or recognized indices; and

WHEREAS, current dynamic economic conditions dictate that the best interests of the City and the CO-OP will be met by the continuation of an ongoing

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quarterly material price adjustment formula for Lhoist and Carmeuse customers, which allows for escalation and de-escalation of material pricing on a quarterly basis, effective October 1st, January 1st, April 1st and July 1st of each year; and

WHEREAS, coal is a vital raw material in the production of quicklime, which reflects approximately 40% of the actual quicklime cost; and

WHEREAS, Lhoist has been impacted by the closing of coal mines in the Alabama region, which were very close to their quicklime production facilities, necessitating the need to purchase and transport coal from sources in the Kentucky/Tennessee/Ohio, requiring increased cost for coal which will increase pricing by approximately 13%; and

WHEREAS, sufficient funds are available from the Utilities Department Operating funds; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that the third renewal option for the Agreement awarded as a result of Bid #11-25B be exercised and an agreement Amendment be executed with Lhoist for furnishing, delivering and discharging quicklime, for a period of one year for the City of Tamarac, and on behalf of eighteen (18) other agencies in the CO-OP; a copy of said Agreement Amendment #3 is attached hereto as Exhibit "1"; and

WHEREAS, it is the recommendation of the Director of Public Services and the Purchasing and Contracts Manager that the third renewal option for the

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Agreement awarded as a result of Bid #11-25B be exercised and an Agreement Amendment be executed with Carmeuse for furnishing, delivering and discharging quicklime, for a period of one year on behalf of one (1) agency in the CO-OP, the City of Hollywood, a copy of said Agreement Amendment #3 is attached hereto as Exhibit "2"; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to exercise the third renewal option for Bid 11-25B and execute Agreement Amendment #3 with Lhoist for furnishing, delivering and discharging quicklime, for a period of one year effective November 1, 2016 on behalf of the City of Tamarac and eighteen (18) other agencies in the CO-OP, and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the residents of the City of Tamarac to exercise the third renewal option for Bid 11-25B and execute Agreement Amendment #3 with Carmeuse for furnishing, delivering and discharging quicklime, for a period of one year effective November 1, 2016 on behalf of one (1) agency in the CO-OP, the City of Hollywood.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA THAT:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are hereby made a specific

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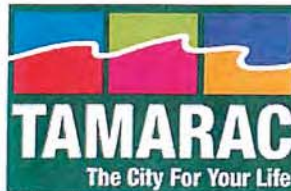
June 22, 2016

part of this Resolution upon adoption hereof and all exhibits referenced and attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: Agreement Amendment #3 for the Agreement executed as a result of the award of Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime", to Lhoist, on behalf of the City of Tamarac and eighteen (18) other agencies in the CO-OP for a period of one (1) year effective November 1, 2016, attached hereto as Exhibit "1", is hereby approved, and the appropriate City officials are hereby authorized to execute Agreement Amendment #3 with Lhoist, as part of said award, a copy of which is attached hereto as Exhibit "1" on behalf of the City of Tamarac and eighteen other (18) agencies in the CO-OP for a period of one (1) year effective November 1, 2016.

SECTION 3: Agreement Amendment #3 for the Agreement executed as a result of the award of Bid 11-25B, "Furnish, Deliver and Discharge of Quicklime", to Carmeuse, on behalf of one (1) agency, the City of Hollywood, in the CO-OP for a period of one (1) year effective November 1, 2016, attached hereto as Exhibit "2", is hereby approved, and the appropriate City officials are hereby authorized to execute Agreement Amendment #3 with Carmeuse as part of said award, a copy of which is attached hereto as Exhibit "2" on behalf of one (1) agency, the City of Hollywood, in the CO-OP for a period of one (1) year effective November 1, 2016.

OFFICE OF THE
CITY MANAGER



Michael C. Cernech
CITY MANAGER

July 14, 2016

Mr. Dale James
Florida District Manager
Lhoist North America of Alabama, LLC
4720 Cleveland Heights Blvd., Suite 203
Lakeland, FL 33813

Dear Mr. James:

I am pleased to advise you that at its meeting on July 13, 2016, the City of Tamarac Commission approved a resolution authorizing the appropriate city officials to authorize renewal of your Agreement to "Furnish, Deliver and Discharge of Quicklime", as originally awarded as Bid #11-25B, and to execute an Agreement Amendment with, Lhoist North America of Alabama, LLC for the City of Tamarac and on behalf of the Southeast Florida Governmental Purchasing Cooperative for a period of one year, providing for conflicts; providing for severability; and providing for an effective date.

Attached is the approved resolution along with the executed Amendment, which constitute the full agreement with the City.

The Water Treatment Plant Lead Operator, Horst Bremer, will be the City of Tamarac contact for this agreement. Please contact him at (954) 597-3776; however, if there should be any problems of serious consequence, I expect you to advise me directly and immediately.

The City looks forward to continuing its relationship with Lhoist North America of Alabama, LLC.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael C. Cernech", is written over a horizontal line.

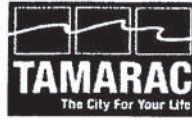
Michael C. Cernech
City Manager

c: Horst Bremer, Lead Operator
Keith Glatz, Purchasing and Contracts Manager

Attachments

"Committed to Excellence...Always."

TAMARAC.ORG

*City of Tamarac**Permitting and Development Division*

**AGREEMENT AMENDMENT #3
BETWEEN THE CITY OF TAMARAC
AND**

LHOIST NORTH AMERICA OF ALABAMA, LLC

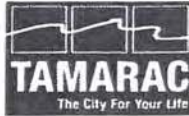
The CITY OF TAMARAC (City) and Lhoist North America of Alabama, LLC (formerly Chemical Lime Company of Alabama, LLC) an Alabama limited liability corporation, with principal offices located at 3700 Hulen Street, Ft. Worth, Texas 76107, agree to amend that certain Agreement between the City of Tamarac and Lhoist North America of Alabama, LLC (formerly Chemical Lime Company of Alabama, LLC.) effective November 1, 2011, as amended, (the "Agreement") as follows:

1. Pursuant to the terms of Section 4, Time of Commencement and Substantial Completion, of the Agreement the City and Lhoist North America of Alabama, LLC agree to exercise the third renewal option for the term November 1, 2016 through October 31, 2017.

* * *

2. All other provisions of the original agreement remain in effect as written.

Remainder of Page Intentionally Blank



City of Tamarac

Purchasing and Contracts Division

IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to Agreement on the respective dates under each signature, the City of Tamarac signing through its City Manager and its City Commission signing by and through its Mayor, and Lhoist North America of Alabama, LLC, signing by and through its Florida Sales Manager, duly authorized to execute same.

Date

ATTEST:

Patricia Teufel
Patricia Teufel, CMC
City Clerk

Date

Date

ATTEST:

Kenneth E. Curtiss
(Corporate Secretary)

Kenneth E. Curtiss
Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

CITY OF TAMARAC

Diane Glasser
Harry Dressler, Mayor

Michael C. Cernech
Michael C. Cernech, City Manager

Date

Approved as to form and legal sufficiency:

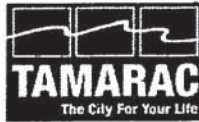
Samuel S. Goren
Samuel S. Goren, City Attorney

LHOIST NORTH AMERICA OF ALABAMA, LLC

J. Dale James
Signature of Florida Sales Manager

J. Dale James
Florida Sales Manager

Date



City of Tamarac

Purchasing and Contracts Division

CORPORATE ACKNOWLEDGEMENT

STATE Florida
 COUNTY Broward

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared J. Dale James, Florida Sales Manager for Lhoist North America of Alabama, LLC., an Alabama Limited Liability Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 21 day of June, 2016.



Alexis Aragon
 Notary Public
 State of Florida
 My Commission Expires 02/07/2017
 Commission No. EE 872491

Signature of Notary Public
 State of Florida at Large

Alexis Aragon

Print, Type or Stamp
 Name of Notary Public

☐ Personally known to me or
☒ Produced Identification

#1 Driver license

Type of I.D. Produced

☒ DID take an oath, or
☐ DID NOT take an oath.

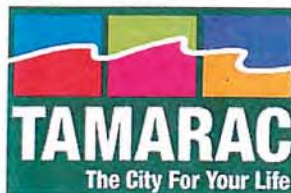


City of Tamarac

Purchasing and Contracts Division

AGENCY	DELIVERY ADDRESS	ESTIMATED ANNUAL USAGE
TYPE 1 – Pebble Lime		
Lauderdale County Dist. 1A	3701 N State Road 7, Lauderdale Lakes, FL 33319	3,900
Lauderdale County Dist. 2A	1390 NE 50 th Street, Pompano Beach, FL 33064	6,300
City of Coral Springs	3800 NW 85 th Avenue, Coral Springs	2,000
City of Davie	3500 NW 76 th Avenue, Davie	750
City of Deerfield Beach	290 Goolsby Blvd. – West Plant, Deerfield Beach	1,872
City of Fort Lauderdale	949 NW 38 th Street, Oakland Park, FL 33309	11,500
City of Hallandale	215 NW 6 th Avenue, Hallandale	900
City of Lauderdale	2001 NW 49 th Avenue, Lauderdale	1,825
City of Miramar	2600 SW 66 th Terrace, Miramar	953
City of North Lauderdale (U.S. Water)	841 NW 71 st Avenue, North Lauderdale	50
City of North Miami	12098 NW 11 th Ave, North Miami	1,440
City of Pembroke Pines	7960 Johnson Street, Pembroke Pines	4,000
City of Pompano Beach	301 NE 12 th Street, Pompano Beach	2,020
City of Sunrise	4350 Springtree Drive, Sunrise	2,400
City of Sunrise	15400 Sludge Mill Road, Davie	600
City of Tamarac	7803 NW 61 st Street, Tamarac	1,500
Village of Wellington	1100 Wellington Trace, Wellington, FL 33414	1,240
TYPE 1A – Rice Lime		
City of Hollywood	3441 Hollywood Blvd., Hollywood	2,400
City of North Miami Beach	19150 NW 8 th Ave, Miami Gardens	2,800
City of Dania Beach	1201 Stirling Road, Dania Beach, FL 33004	320
City of Margate	980 NW 66 Ave. Margate	2,500
Total Estimated Annual Tonnage		51,270

**OFFICE OF THE
CITY MANAGER**



Michael C. Cernech
CITY MANAGER

July 14, 2016

Mr. Bruce D. Routhieaux
Vice President, Sales
Carmeuse Lime & Stone, Inc.
11 Stanwix Street, 11th Floor
Pittsburgh, PA 15222

Dear Mr. Routhieaux:

I am pleased to advise you that at its meeting on July 13, 2016, the City of Tamarac Commission approved a resolution authorizing the appropriate city officials to authorize renewal of your Agreement to "Furnish, Deliver and Discharge of Quicklime", as originally awarded as Bid #11-25B, and to execute an Agreement Amendment with, Carmeuse Lime & Stone, Inc. on behalf of the City of Hollywood through the Southeast Florida Governmental Purchasing Cooperative for a period of one year, providing for conflicts; providing for severability; and providing for an effective date.

Attached is the approved resolution along with the executed Amendment, which constitute the full agreement with the City.

Please contact the appropriate individuals at the City of Hollywood regarding this Agreement.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael C. Cernech", is written over a white background.

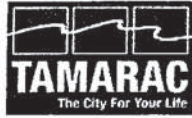
Michael C. Cernech
City Manager

c: Keith Glatz, Purchasing and Contracts Manager

Attachments

"Committed to Excellence...Always."

TAMARAC.ORG



City of Tamarac

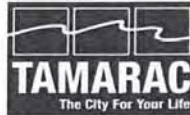
Purchasing and Contracts Division

**AGREEMENT AMENDMENT #3
BETWEEN THE CITY OF TAMARAC
AND
CARMEUSE LIME & STONE, INC.**

The CITY OF TAMARAC (City) and Carmeuse Lime & Stone, Inc. (Carmeuse), a Delaware corporation, with principal offices located at 11 Stanwix Street, 11th Floor Pittsburgh, PA 15222, agree to amend the original Agreement as follows:

1. Pursuant to the terms of Section 4, Time of Commencement and Substantial Completion, of the original Agreement effective November 1, 2011, the City and Carmeuse agree to exercise the second renewal option for the term November 1, 2016 – October 31, 2017.
2. All other provisions of the original agreement remain in effect as written.

Remainder of Page Intentionally Blank



City of Tamarac

Purchasing and Contracts Division

IN WITNESS WHEREOF, the parties hereby have made and executed this Amendment to Agreement on the respective dates under each signature, the City of Tamarac signing through its City Manager and its City Commission signing by and through its Mayor, and Carmeuse Lime & Stone, Inc., signing by and through its Vice President of Sales, duly authorized to execute same.



ATTEST:

Patricia A. Teufel
Patricia A. Teufel, CMC
City Clerk

Date

7/15/16

CITY OF TAMARAC

Harry Dressler
Harry Dressler, Mayor

Date

7/13/16

Michael C. Cernech
Michael C. Cernech, City Manager

Date

7/14/16

Approved as to form and legal sufficiency:

Samuel S. Goren
Samuel S. Goren, City Attorney

Date

7/13/16

ATTEST:

Kevin J. Whyte
(Corporate Secretary)

Kevin J. Whyte

Type/Print Name of Corporate Secy.

(CORPORATE SEAL)

CARMEUSE LIME & STONE, INC.

Jack Fahler
Signature of Vice President of Sales

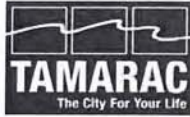
Jack Fahler

~~BRUCE D. ROBINSON~~

Vice President of Sales and Marketing

June 10, 2016

Date



City of Tamarac

Purchasing and Contracts Division

CORPORATE ACKNOWLEDGEMENT

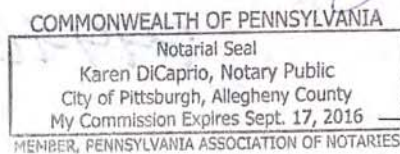
STATE OF Pennsylvania :

:SS

COUNTY OF Allegheny :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Bruce D. Routhieaux, Vice President of Sales of Carmeuse Lime & Stone, Inc., a Delaware Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 10th day of May, 2016 .



Signature of Notary Public
State of Pennsylvania at Large

Karen DiCaprio

Print, Type or Stamp
Name of Notary Public



Personally known to me or
Produced Identification

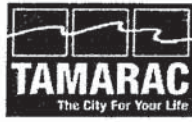
Type of I.D. Produced



DID take an oath, or



DID NOT take an oath.

*City of Tamarac**Purchasing and Contracts Division*

AGENCY	DELIVERY ADDRESS	ESTIMATED ANNUAL USAGE
TYPE 2 – High Cal Granular		
City of Hollywood	Wastewater, 1621 N. 14 th Ave., Hollywood, FL 33022	5000
Total Estimated Annual Tonnage		5000



Village of Wellington

Legislation Text

File #: 16-0451, **Version:** 1

ITEM: AUTHORIZATION TO AWARD A CONTRACT FOR THE FUEL TANK REPLACEMENT PROJECT

REQUEST: Authorization to award a contract to Gulfstream Petroleum Services, Inc., for the fuel tank replacement project in the amount of \$110,900.00.

EXPLANATION: The fuel tank replacement project consists of the removal and disposal of a total of three existing fuel tanks located at pump stations 2, 3 and 4. The existing single walled fuel tanks are over 20 years old and will be replaced with smaller, more modern double walled tanks.

On July 17, 2016, Wellington released ITB #023-16/DZ on Demandstar seeking qualified bidders to provide such service. The solicitation was also advertised in the Palm Beach Post and posted on Wellington's website. On August 17, 2016, eight (8) proposals were received.

Vendor	Bid Amount	Local Vendor Status
Gulfstream Petroleum Services	\$110,900.00	Not Local
Diversified Professional Services	\$169,000.00	Not Local
R.C. Development Group	\$187,667.00	Not Local
Environmental Compliance Services	\$195,000.00	Not Local
Slater Corporation	\$239,219.00	Not Local
Glasgow Equipment Service	\$242,438.00	Palm Beach County
Murray Logan Construction	\$244,680.00	Palm Beach County
TLC Diversified	\$268,480.00	Not Local

Gulfstream Petroleum Services, Inc. submitted the lowest, responsive, responsible bid of \$110,900. Staff requests authorization to award a contract to Gulfstream Petroleum Services, Inc. for the fuel tank replacement project, in the amount of \$110,900.

All related bid documents can be found by clicking on the following link:

<http://www.wellingtonfl.gov/Home/Components/RFP/RFP/257/203>

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds for the project are available in SWM System Rehabilitation Capital Project

File #: 16-0451, Version: 1

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Authorization to award a contract to Gulfstream Petroleum Services, Inc., for the fuel tank replacement project in the amount of \$110,900.00

Fuel Tank Replacement Project

BID OPENING DATE: August 17, 2016

BID OPENING TIME: 2:00 PM(local time)

ITB#023-16/DZ

*Offers from the vendors listed herein are the only offers received timely as of the above receiving date and time.
All other offers submitted in response to this solicitation, if any, are hereby rejected as late*

VENDORS	Murray Logan Construction	TLC Diversified	Gulfstream Petroleum Services	Slater Corporation	Glasgow Equipment Service	R.C. Development Group	Environmental Compliance Services	Diversified Professional Services
Original Submittal	YES	YES	YES	YES	YES	YES	YES	YES
Acknowledgement of Addendums 1 and 2	YES	YES	YES	YES	YES	YES	YES	YES
Bid Form signed by authorized representative	YES	YES	YES	YES	YES	YES	YES	YES
Bid Bond	YES	YES	YES	YES	YES	YES	YES	YES
Schedule of Value	YES	YES	YES	YES	YES	YES	YES	YES
Schedule of Subcontractor	YES	YES	YES	YES	YES	YES	YES	YES
Schedule of Equipment and Materials	YES	YES	YES	YES	YES	YES	YES	YES
Sworn Statement under Section 287.133(3) (a)	YES	YES	YES	YES	YES	YES	YES	YES
Drug Free Workplace	YES	YES	YES	YES	YES	YES	YES	YES
Trench Safety	YES	YES	YES	YES	YES	YES	YES	YES
Questionnaire	YES	YES	YES	YES	YES	YES	YES	YES
References Provided	YES	YES	YES	YES	YES	YES	YES	YES
Insurance Certificates	YES	YES	YES	YES	YES	YES	YES	YES
Copy of Appropriate Licenses	YES	YES	YES	YES	YES	YES	YES	YES
Proof of Workers Compensation Insurance/Workers Compensation Exemption Affidavit	YES	YES	YES	YES	YES	YES	YES	YES
Conflict of Interest Statement	YES	YES	YES	YES	YES	YES	YES	YES
Non-Collusion Affidavit	YES	YES	YES	YES	YES	YES	YES	YES
Local Preference	Palm Beach County 59-1208353	Not Local Principal place of business in Palmetto	Not Local	Not Local	Palm Beach County	Not Local	Not Local	Not Local
Grand Total	\$ 244,680.00	\$ 268,480.00	\$ 110,900.00	\$ 239,219.00	\$ 242,438.00	\$ 187,667.00	\$ 195,000.00	\$ 169,000.00

Section A - Storm Water Pump Station # 2				Murray Logan Construction		TLC Diversified		Gulfstream Petroleum Services		Slater Corporation		Glasgow Equipment Service		R.C. Development Group		Environmental Compliance Services		Diversified Professional Services	
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 10,040.00	\$ 10,040.00	\$ 16,846.00	\$ 16,846.00	\$ 4,547.00	\$ 4,547.00	\$ 1,500.00	\$ 1,500.00	\$ 10,402.00	\$ 10,402.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00
2	Remove existing 10,000 gallon fuel tank and all associated piping and service lines.	1	LS	\$ 17,300.00	\$ 17,300.00	\$ 10,936.00	\$ 10,936.00	\$ 8,872.00	\$ 8,872.00	\$ 18,917.00	\$ 18,917.00	\$ 18,037.00	\$ 18,037.00	\$ 4,500.00	\$ 4,500.00	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00
3	Furnish and install new 2000 gallon double wall ConVault Fuel tank or approved equal with all associated service lines.	1	LS	\$ 57,000.00	\$ 57,000.00	\$ 70,057.00	\$ 70,057.00	\$ 17,744.00	\$ 17,744.00	\$ 67,283.00	\$ 67,283.00	\$ 42,121.00	\$ 42,121.00	\$ 54,427.00	\$ 54,427.00	\$ 56,000.00	\$ 56,000.00	\$ 32,500.00	\$ 32,500.00
4	Furnish and Install hurricane strapping per Florida building/DEP Regulations.	1	LS	\$ 780.00	\$ 780.00	\$ 1,954.00	\$ 1,954.00	\$ 2,329.00	\$ 2,329.00	\$ 750.00	\$ 750.00	\$ 4,358.00	\$ 4,358.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
5	Permitting. Obtain all applicable permits. Building, D.E.P. etc.	1	LS	\$ 5,100.00	\$ 5,100.00	\$ 4,941.00	\$ 4,941.00	\$ 5,259.00	\$ 5,259.00	\$ 2,500.00	\$ 2,500.00	\$ 5,682.00	\$ 5,682.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
6	Furnish and Install (1) solar gauge leak detection system complete with leak sensors and audible - visual alarms.	1	LS	\$ 5,700.00	\$ 5,700.00	\$ 5,087.00	\$ 5,087.00	\$ 2,218.00	\$ 2,218.00	\$ 7,127.00	\$ 7,127.00	\$ 5,097.00	\$ 5,097.00	\$ 2,500.00	\$ 2,500.00	\$ 7,000.00	\$ 7,000.00	\$ 2,500.00	\$ 2,500.00
7	Install temporary fuel tank while under construction for generator power	1	LS	\$ 2,800.00	\$ 2,800.00	\$ 2,107.00	\$ 2,107.00	\$ 3,391.00	\$ 3,391.00	\$ 5,800.00	\$ 5,800.00	\$ 7,795.00	\$ 7,795.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
				Total Section A	\$ 98,720.00	Total Section A	\$ 111,928.00	Total Section A	\$ 44,360.00	Total Section A	\$ 103,877.00	Total Section A	\$ 93,492.00	Total Section A	\$ 66,627.00	Total Section A	\$ 82,000.00	Total Section A	\$ 65,000.00
Section B - Storm Water Pump Station # 3																			
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization	1	LS	7300	\$ 7,300.00	\$ 10,090.00	\$ 10,090.00	\$ 3,204.00	\$ 3,204.00	\$ 1,500.00	\$ 1,500.00	\$ 7,989.00	\$ 7,989.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Remove existing 4,000 gallon fuel tank and all associated piping and service lines.	1	LS	11500	\$ 11,500.00	\$ 9,262.00	\$ 9,262.00	\$ 5,682.00	\$ 5,682.00	\$ 12,156.00	\$ 12,156.00	\$ 14,681.00	\$ 14,681.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00
3	Furnish and install new 2000 gallon double wall ConVault Fuel tank or approved equal with all associated service lines.	1	LS	39800	\$ 39,800.00	\$ 44,398.00	\$ 44,398.00	\$ 13,308.00	\$ 13,308.00	\$ 39,994.00	\$ 39,994.00	\$ 29,017.00	\$ 29,017.00	\$ 48,320.00	\$ 48,320.00	\$ 34,000.00	\$ 34,000.00	\$ 22,000.00	\$ 22,000.00
4	Furnish and Install hurricane strapping per Florida building/DEP Regulations.	1	LS	780	\$ 780.00	\$ 1,954.00	\$ 1,954.00	\$ 2,150.00	\$ 2,150.00	\$ 750.00	\$ 750.00	\$ 4,358.00	\$ 4,358.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
5	Permitting. Obtain all applicable permits. Building, D.E.P. etc.	1	LS	5100	\$ 5,100.00	\$ 4,941.00	\$ 4,941.00	\$ 3,450.00	\$ 3,450.00	\$ 2,500.00	\$ 2,500.00	\$ 5,682.00	\$ 5,682.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
6	Furnish and Install (1) solar gauge leak detection system complete with leak sensors and audible - visual alarms.	1	LS	5700	\$ 5,700.00	\$ 5,087.00	\$ 5,087.00	\$ 2,149.00	\$ 2,149.00	\$ 5,473.00	\$ 5,473.00	\$ 5,097.00	\$ 5,097.00	\$ 2,500.00	\$ 2,500.00	\$ 7,000.00	\$ 7,000.00	\$ 2,500.00	\$ 2,500.00
7	Install temporary fuel tank while under construction for generator power	1	LS	2800	\$ 2,800.00	\$ 2,107.00	\$ 2,107.00	\$ 3,327.00	\$ 3,327.00	\$ 3,500.00	\$ 3,500.00	\$ 7,795.00	\$ 7,795.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
				Total Section B	\$ 72,980.00	Total Section B	\$ 77,839.00	Total Section B	\$ 33,270.00	Total Section B	\$ 65,873.00	Total Section B	\$ 74,619.00	Total Section B	\$ 60,520.00	Total Section B	\$ 56,500.00	Total Section B	\$ 52,000.00

				Murray Logan Construction		TLC Diversified		Gulfstream Petroleum Services		Slater Corporation		Glasgow Equipment Service		R.C. Development Group		Environmental Compliance Services		Diversified Professional Services	
Section A - Storm Water Pump Station # 2																			
Section C - Storm Water Pump Station # 4																			
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Mobilization	1	LS	\$ 7,300.00	\$ 7,300.00	\$ 10,964.00	\$ 10,964.00	\$ 3,204.00	\$ 3,204.00	\$ 1,500.00	\$ 1,500.00	\$ 7,989.00	\$ 7,989.00	\$ 500.00	\$ 500.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
2	Remove existing 4,000 gallon fuel tank and all associated piping and service lines.	1	LS	\$ 11,500.00	\$ 11,500.00	\$ 9,262.00	\$ 9,262.00	\$ 5,682.00	\$ 5,682.00	\$ 12,952.00	\$ 12,952.00	\$ 14,681.00	\$ 14,681.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00	\$ 10,000.00	\$ 10,000.00
3	Furnish and install new 2000 gallon double wall ConVault Fuel tank or approved equal with all associated service lines.	1	LS	\$ 39,800.00	\$ 39,800.00	\$ 44,398.00	\$ 44,398.00	\$ 13,308.00	\$ 13,308.00	\$ 42,794.00	\$ 42,794.00	\$ 28,725.00	\$ 28,725.00	\$ 48,320.00	\$ 48,320.00	\$ 34,000.00	\$ 34,000.00	\$ 22,000.00	\$ 22,000.00
4	Furnish and Install hurricane strapping per Florida building/DEP Regulations.	1	LS	\$ 780.00	\$ 780.00	\$ 1,954.00	\$ 1,954.00	\$ 2,150.00	\$ 2,150.00	\$ 750.00	\$ 750.00	\$ 4,358.00	\$ 4,358.00	\$ 1,200.00	\$ 1,200.00	\$ 1,500.00	\$ 1,500.00	\$ 5,000.00	\$ 5,000.00
5	Permitting. Obtain all applicable permits. Building, D.E.P. etc.	1	LS	\$ 5,100.00	\$ 5,100.00	\$ 4,941.00	\$ 4,941.00	\$ 3,450.00	\$ 3,450.00	\$ 2,500.00	\$ 2,500.00	\$ 5,682.00	\$ 5,682.00	\$ 1,500.00	\$ 1,500.00	\$ 3,500.00	\$ 3,500.00	\$ 5,000.00	\$ 5,000.00
6	Furnish and Install (1) solar gauge leak detection system complete with leak sensors and audible - visual alarms.	1	LS	\$ 5,700.00	\$ 5,700.00	\$ 5,087.00	\$ 5,087.00	\$ 2,149.00	\$ 2,149.00	\$ 5,473.00	\$ 5,473.00	\$ 5,097.00	\$ 5,097.00	\$ 2,500.00	\$ 2,500.00	\$ 7,000.00	\$ 7,000.00	\$ 2,500.00	\$ 2,500.00
7	Install temporary fuel tank while under construction for generator power	1	LS	\$ 2,800.00	\$ 2,800.00	\$ 2,107.00	\$ 2,107.00	\$ 3,327.00	\$ 3,327.00	\$ 3,500.00	\$ 3,500.00	\$ 7,795.00	\$ 7,795.00	\$ 2,000.00	\$ 2,000.00	\$ 1,000.00	\$ 1,000.00	\$ 2,500.00	\$ 2,500.00
				Total Section C	\$ 72,980.00	Total Section C	\$ 78,713.00	Total Section C	\$ 33,270.00	Total Section C	\$ 69,469.00	Total Section C	\$ 74,327.00	Total Section C	\$ 60,520.00	Total Section C	\$ 56,500.00	Total Section C	\$ 52,000.00
				Grand Total Sections A, B & C	\$ 244,680.00	Grand Total Sections A, B & C	\$ 268,480.00	Grand Total Sections A, B & C	\$ 110,900.00	Grand Total Sections A, B & C	\$ 239,219.00	Grand Total Sections A, B & C	\$ 242,438.00	Grand Total Sections A, B & C	\$ 187,667.00	Grand Total Sections A, B & C	\$ 195,000.00	Grand Total Sections A, B & C	\$ 169,000.00

Council

Anne Gerwig, Mayor
John T. McGovern, Vice Mayor
Michael Drahos, Councilman
Michael J. Napoleone, Councilman
Tanya Siskind, Councilwoman



A GREAT HOMETOWN

Manager
Paul Schofield

September 12, 2016

NOTICE OF INTENT TO AWARD

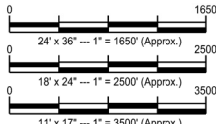
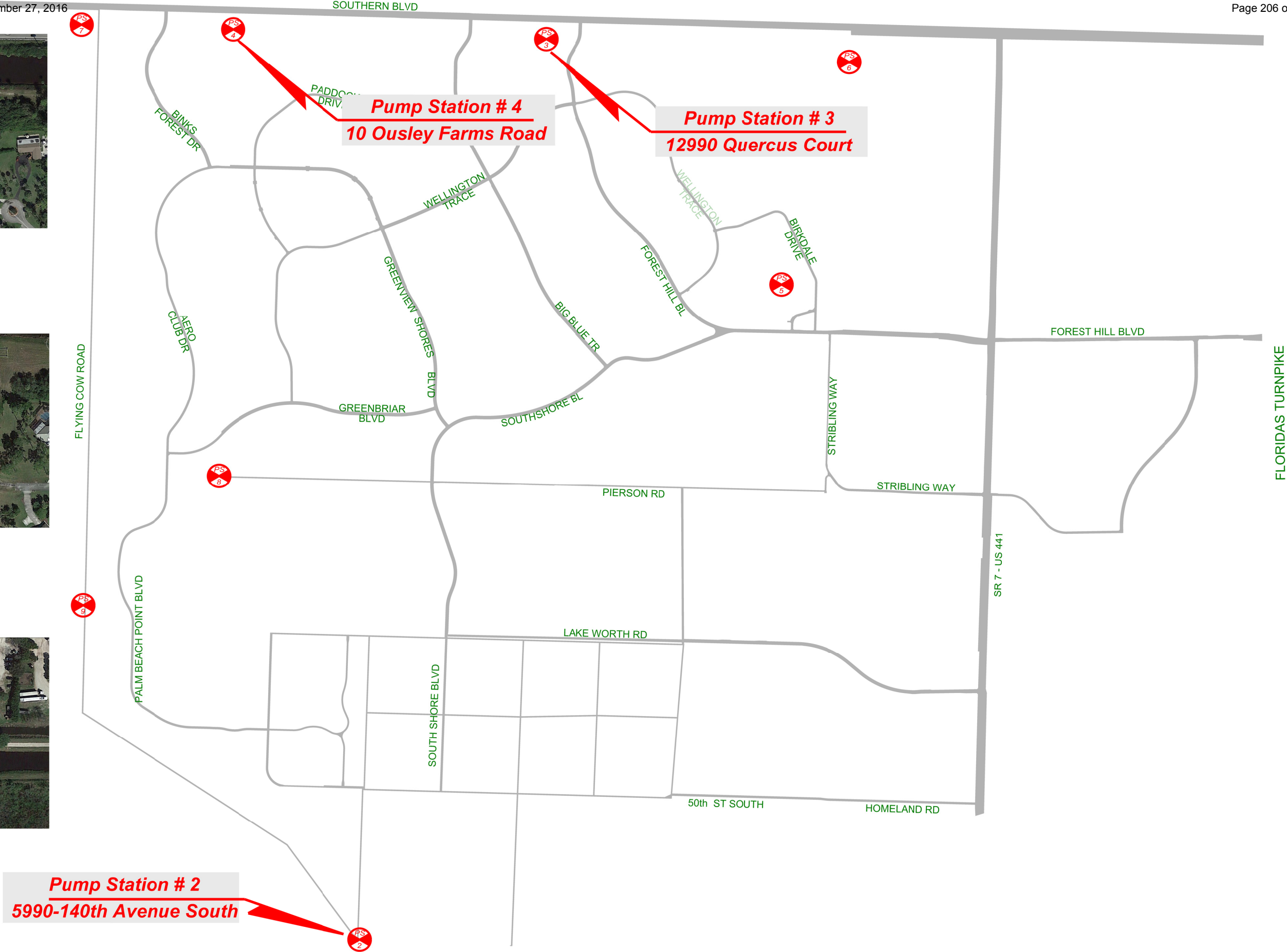
Pursuant to Wellington, notice is provided as follows:

INVITATION TO BID (ITB) # 023-16/DZ – Fuel Tank Replacement Project bid Opening Date and Time
August 17, 2016, 2:00 PM local time.

1. Wellington has completed its evaluation of ITB# 023-16/DZ and intends to recommend to Council the award of the Fuel Tank Replacement Project contract to

Gulfstream Petroleum Services, Inc.

2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the ITB Documents and approval by the Wellington Council





Village of Wellington

Legislation Text

File #: 16-0457, Version: 1

ITEM: 1) AUTHORIZATION TO AWARD A CONTRACT FOR ELECTRICAL AND LIGHTING IMPROVEMENTS AT THE STRIBLING WAY AND FAIRLANE FARMS ROAD INTERSECTION; AND 2) APPROVAL OF RESOLUTION NO. R2016-69 AND ASSOCIATED BUDGET AMENDMENT #2016-065 TO SECURE THE FUNDS REQUIRED TO COMPLETE THE PROJECT

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE ROAD IMPACT FEE FUND CAPITAL PROJECT BUDGETS FOR FISCAL YEAR 2015-2016 BY TRANSFERRING MONIES FROM THE 120TH AVENUE IMPROVEMENTS PROJECT TO THE FAIRLANE FARMS/STIBLING WAY INTERSECTION IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: 1) Authorization to award a contract to Cerrito Electric for Electrical and Lighting Improvements at Stribling Way and Fairlane Farms Road in the amount of \$79,068.95; and 2) Approval of Resolution No. R2016-69 and associated budget amendment #2016-065 in the amount of \$50,000 to secure the funds required to complete the project.

EXPLANATION: This project is part of the approved FY16 Capital Improvement Plan and provides much needed improvements to the Stribling Way and Fairlane Farms Road intersection. The intent of this bid is to enter into a construction contract for the electrical and lighting improvements for the Stribling Way and Fairlane Farms Road roundabout project. The roadway improvements phase of the project is currently under construction and is anticipated to be completed by the end of September. This phase of the project includes the procurement and installation of all necessary components required for a complete lighting system at Stribling Way and Fairlane Farms, as shown on the projects plans (attached).

On August 7, 2016, Wellington released ITB #025-16/DZ on Demandstar seeking qualified bidders to provide such service. The solicitation was also advertised in the Palm Beach Post and posted on Wellington's website. On August 31, 2016, five (5) proposals were received.

Vendor	Bid Amount	Local Preference Status
Cerrito Electric	\$79,068.95	Western Communities
One Call Property Services Inc.	\$91,754.25	Not Local
Imperial Electrical Inc.	\$98,447.50	Not Local
American Lighting and Signalization, Inc.	\$121,209.00	Not Local
LEBS Electric, Inc.	Non-responsive, Minimum qualifications not met	Not Local

Cerrito Electric, a western communities local vendor, submitted the lowest, responsive, responsible bid of \$79,068.95, including a \$9,595.95 contingency. Staff requests authorization to award a contract to Cerrito Electric for the electrical and lighting improvements for Stribling Way and Fairlane Farms Road, in the amount of \$79,068.95.

File #: 16-0457, Version: 1

In addition, staff is recommending approval of a budget amendment (attached #2016-065) in the amount of \$50,000 to secure the funds required to complete the project. Funds are available from the 120th Avenue repaving project that came in approximately \$300,000 under budget.

All related bid documents can be found by clicking on the following link:

<http://www.wellingtonfl.gov/Home/Components/RFP/RFP/261/203>

BUDGET AMENDMENT REQUIRED: YES

PUBLIC HEARING: NO **QUASI-JUDICIAL:**

FIRST READING: **SECOND READING:**

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: Funds for this project will be available in the Stribling Roundabout Capital Project. A budget amendment for an additional \$50,000 is recommended for electrical and lighting. Funds will be transferred from the 120th Avenue repaving project that bid approximately \$300,000 below budget.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: 1) Authorization to award a contract to Cerrito Electric for Electrical and Lighting Improvements at Stribling Way and Fairlane Farms Road in the amount of \$79,068.95; and 2) Approval of Resolution No. R2016-69 and associated budget amendment #2016-065 in the amount of \$50,000 required to complete the project.

RESOLUTION NO. R2016-69

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE ROAD IMPACT FEE FUND CAPITAL PROJECT BUDGETS FOR FISCAL YEAR 2015-2016 BY TRANSFERRING MONIES FROM THE 120TH AVENUE IMPROVEMENTS PROJECT TO THE FAIRLANE FARMS/STIBLING WAY INTERSECTION IMPROVEMENT PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Village of Wellington approved a contract award for the Fairlane Farms Road and Stribling Way Intersection Improvements project; and

WHEREAS, the Village of Wellington adopted and amended the budget for the Fairlane Farms Road and Stribling Way Intersection Improvements project in the total amount of \$550,000; and

WHEREAS, the budgeted amount will not be sufficient to cover the total cost of the Intersection Improvements project; and

WHEREAS, the Village of Wellington also approved the contract award for the 120th Avenue Improvements project; and

WHEREAS, the amount budgeted for the 120th Avenue Improvements project is higher than the amount required to complete the project; and

WHEREAS, the capital project budgets may be reallocated by the Wellington Village Council; and

WHEREAS, a Budget Amendment, attached as Exhibit "A", has been prepared in accordance with Section 6 of Wellington's Charter and in compliance with §166.241 (4) (c) Florida's Statutes and Article VII, Purchasing Contracts, and Property Management Policies, Section 2-332 of Wellington's Code of Ordinances transferring \$50,000 from the 120th Avenue Improvements capital project budget to the Fairlane Farms/Stribling Way Intersection Improvements project and appropriating the transferred funds for project expense; and

WHEREAS, Wellington's Manager recommends approval of the Budget Amendment.

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby approves the Budget Amendment #2016-065 as set forth in Exhibit "A" and authorizes the Mayor to execute the Amendment as presented.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this ____ day of _____, 2016.

ATTEST:

WELLINGTON

By: _____
Rachel R. Callovi, CMC, Clerk

By: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie S. Cohen, Village Attorney

Exhibit A

Village of Wellington, FL
Budget Amendment #2016-065
Fiscal Year 2015-2016

Amend the Road Impact Capital Fund project budgets to reallocate capital project funds from the 120th Paving & Improvements project to the Fairlane Farms/Stribling Way Intersection Improvements project for landscaping, electrical and lighting improvements.

Description	ROAD IMPACT CAPITAL FUND	
	Revenue Budget Increases/ Decreases	Expenditure Budget Increases/ Decreases
Total Adopted Fund Budget	\$ 2,688,246	\$ 2,688,246
Budget Amendment:		
120th Avenue Paving & Improvements		\$ (50,000)
Fairlane Farms/Stribling Way Intersection Imp.		\$ 50,000
<i>Budget Amendment Total</i>	\$ -	\$ -
Total Revised Fund Budget	\$ 2,688,246	\$ 2,688,246

Approved: _____
 Anne Gerwig, Mayor Date

Electrical and Lighting Improvements for Stribling Way and Fairlane Farms Road

BID OPENING DATE: August 31, 2016
 BID OPENING TIME: 2:00 PM(local time)
 ITB#025-16/DZ

*Offers from the vendors listed herein are the only offers
 received timely as of the above receiving date and time.
 All other offers submitted in response to this solicitation,
 if any, are hereby rejected as late"

VENDORS	AMERICAN LIGHTING AND SIGNALIZATION, INC.	L.E.B.S. ELECTRIC, INC.	CERRITO ENTERPRISE INC. DBA CERRITO ELECTRIC	IMPERIAL ELECTRICAL INCORPORATED	ONE CALL PROPERTY SERVICES INC.
One original and PDF of submittal	YES	YES	YES	YES	YES
Acknowledgement of Addendums 1	YES	YES	YES	YES	YES
Bid Form signed by authorized representative	YES	YES	YES	YES	YES
Bid Bond	YES	YES	YES	YES	YES
Schedule of Value	YES	YES	YES	YES	YES
Schedule of Subcontractor	YES	LEFT BLANK	YES	YES	YES
Schedule of Equipment and Materials	YES	LEFT BLANK	YES	YES	YES
Sworn Statement under Section 287.133(3) (a)	YES	YES	YES	YES	YES
Drug Free Workplace	YES	YES	YES	YES	YES
Trench Safety	YES	YES	YES	YES	YES
Questionnaire	YES	YES	YES	YES	YES
References Provided	YES	YES	YES	YES	YES
Insurance Certificates	YES	YES	YES	YES	YES
Copy of Appropriate Licenses	YES	YES	YES	YES	YES
Proof of Workers Compensation Insurance/Workers Compensation Exemption Affidavit	YES	YES	YES	YES	YES
Conflict of Interest Statement	YES	YES	YES	YES	YES
Non-Collusion Affidavit	YES	YES	YES	YES	YES
Local Preference	Not Local	Not Local	Western Communities	Not Local	Not Local
Grand Total	\$ 121,209.00	Non-Responsible	\$ 79,068.95	\$ 98,447.50	\$ 91,754.25

*Article 3.1 (A) - Minimum
 Qualifications not met

Item No.	Item Description	Estimated Quantity	Unit of Measure	AMERICAN LIGHTING AND SIGNALIZATION, INC.		CERRITO ENTERPRISE INC. DBA CERRITO ELECTRIC		IMPERIAL ELECTRICAL INCORPORATED		ONE CALL PROPERTY SERVICES INC.	
				Unit Price	Total For Item	Unit Price	Total For Item	Unit Price	Total For Item	Unit Price	Total For Item
	Electrical										
1	F&I 2" Conduit, Open Trench	880	LF	\$13.00	\$11,440.00	\$3.85	\$3,388.00	\$10.00	\$8,800.00	\$8.96	\$7,884.80
2	F&I 2" Conduit, Directional Bore	95	LF	\$26.00	\$2,470.00	\$19.00	\$1,805.00	\$20.00	\$1,900.00	\$61.60	\$5,852.00
3	F&I Load Center, Secondary Voltage	1	EA	\$4,000.00	\$4,000.00	\$4,500.00	\$4,500.00	\$3,000.00	\$3,000.00	\$2,800.00	\$2,800.00
4	F&I Pull & Splice Box, 13" x 24" Cover Size	18	EA	\$300.00	\$5,400.00	\$400.00	\$7,200.00	\$500.00	\$9,000.00	\$448.00	\$8,064.00
5	F&I Lighting Conductors, No. 8-6	3150	LF	\$1.00	\$3,150.00	\$2.20	\$6,930.00	\$1.00	\$3,150.00	\$3.75	\$11,812.50
				Electrical:	\$26,460.00	Electrical:	\$23,823.00	Electrical:	\$25,850.00	Electrical:	\$36,413.30
	Lighting										
6	F&I Concrete Foundation for Light Pole	11	EA	\$1,000.00	\$11,000.00	\$450.00	\$4,950.00	\$1,500.00	\$16,500.00	\$560.00	\$6,160.00
7	F&I 8'-6" Fiberglass Light Pole	11	EA	\$2,400.00	\$26,400.00	\$900.00	\$9,900.00	\$1,600.00	\$17,600.00	\$1,659.84	\$18,258.24
8	F&I Pole Mounted Decorative Light Fixture	11	EA	\$1,800.00	\$19,800.00	\$2,300.00	\$25,300.00	\$1,700.00	\$18,700.00	\$1,659.84	\$18,258.24
				Lighting:	\$57,200.00	Lighting:	\$40,150.00	Lighting:	\$52,800.00	Lighting:	\$42,676.48
	Miscellaneous										
9	Mobilization	1	LS	\$16,000.00	\$16,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00
10	Survey Layout / As-Builts	1	LS	\$3,000.00	\$3,000.00	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$500.00	\$500.00
11	Maintenance of Traffic	1	LS	\$6,000.00	\$6,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00	\$300.00	\$300.00
12	Contingency (Owner Controlled Allowance - 15% of items 1-8)	1	LS	\$12,549.00	\$12,549.00	\$9,595.95	\$9,595.95	\$11,797.50	\$11,797.50	\$11,863.47	\$11,863.47
				Miscellaneous:	\$37,549.00	Miscellaneous:	\$15,095.95	Miscellaneous:	\$19,797.50	Miscellaneous:	\$12,664.47
				GRAND TOTAL	\$121,209.00	GRAND TOTAL	\$79,068.95	GRAND TOTAL	\$98,447.50	GRAND TOTAL	\$91,754.25
								error on SOV		error on SOV	

September 12, 2016

NOTICE OF INTENT TO AWARD

Pursuant to Wellington, notice is provided as follows:

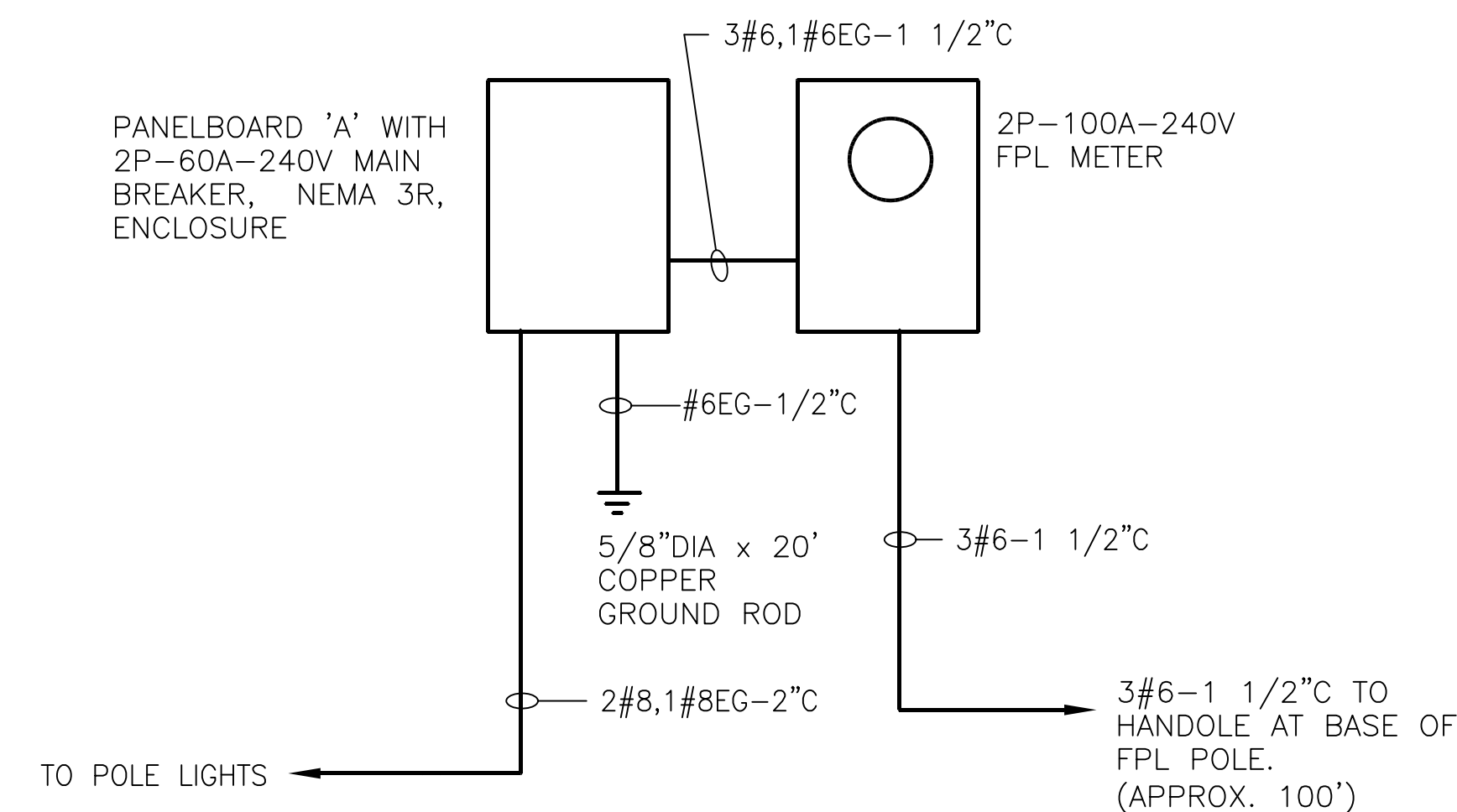
INVITATION TO BID (ITB) # 023-16/DZ –Electrical and Lighting Improvements for Stribling Way and Fairlane Farms Road bid Opening Date and Time August 31, 2016, 2:00 PM local time.

1. Wellington has completed its evaluation of ITB# 025-16/DZ and intends to recommend to Council the award of the Electrical and Lighting Improvements for Stribling Way and Fairlane Farms Road contract to

Cerrito Electric

2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the ITB Documents and approval by the Wellington Council





120/240V, SINGLE PHASE, 3 WIRE



N.T.S.



ALL POLE INSTALLATIONS SHALL BE SUITABLE FOR WIND LOAD IN ACCORDANCE WITH THE FLORIDA BUILDING CODE. THE CONTRACTOR SHALL INCLUDE WITH THE SHOP DRAWING SUBMITTAL, A POLE WIND LOADING CALCULATION SEALED BY A STRUCTURAL ENGINEER REGISTERED IN FLORIDA SHOWING THAT THE PROPOSED INSTALLATION WILL MEET THE WIND LOADING REQUIREMENT.

SEC **Smith Engineering Consultants, Inc.**
State Auth. #8228
2161 Palm Beach Lakes Blvd., Suite 312
West Palm Beach, FL 33409
(561) 616-3911 Fax (561) 616-3912
www.smithengineeringconsultants.com

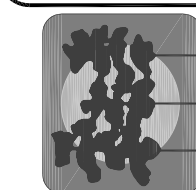
BID PLANS
03/14/2016

REVISIONS					
NO.	DATE	BY	REMARKS	ELEC. CONDUIT LOCATION AND LIGHT POLE	JRR

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ARRY M. SMITH, P.E.
FLORIDA LICENSE
No. 45997

ELECTRICAL RISER AND DETAILS
FOR
STRIBLING WAY / FAIRLANE FARMS ROAD
INTERSECTION IMPROVEMENT PROJECT



THE VILLAGE OF
WELLINGTON
Engineering Department
12300 Forest Hill Boulevard, Wellington, Florida 33414
Phone: 888-363-3636

M:\SEC 2016\316022 VILLAGE OF WELLINGTON- INTERSECTION 	DATE	02/2016
	DRAWN	SPH
	PROJECT ENGINEER	LMS
	PROJECT MANAGER	JRR
	CHECKED	LMS
JOB NO. 005-16/DZ		

[illegible]

LIGHTING POLE DETAIL

3" X 3" CAST
ALUM. FLANGE

8'6" (FLUTED TAPERED SHAFT)

1'-9" (BASE)

20"

ACCESS DR

FIBERGLASS
BASE

TAPERED
FLUTED
FIBERGLASS
SHAFT

4 SLOT PLATE 8-15"
BOLT CIRCLE (VARIABLE)
5/8" BOLTS

FIBERGLASS
ASSEMBLY

MAIN STREET LIGHTS

THE MAIN STREET LIGHTS OF AMERICA, INC.
1000 WEST 10TH AVENUE, SUITE 100
DENVER, COLORADO 80202
TELEPHONE (303) 733-1111
FAX (303) 733-1112
WWW.MAINSTREETLIGHTS.COM

FF1802

SCALE: NTS
3/4"=1'

23. CONTRACTOR SHALL PROVIDE TO THE OWNER AN OPERATING AND MAINTENANCE MANUAL IN ACCORDANCE WITH THE REQUIREMENTS OF SECTION C405.7.4.2 OF THE 2014 FLORIDA BUILDING CODE – ENERGY CONSERVATION, INCLUDING ANY AMENDMENTS THERETO.

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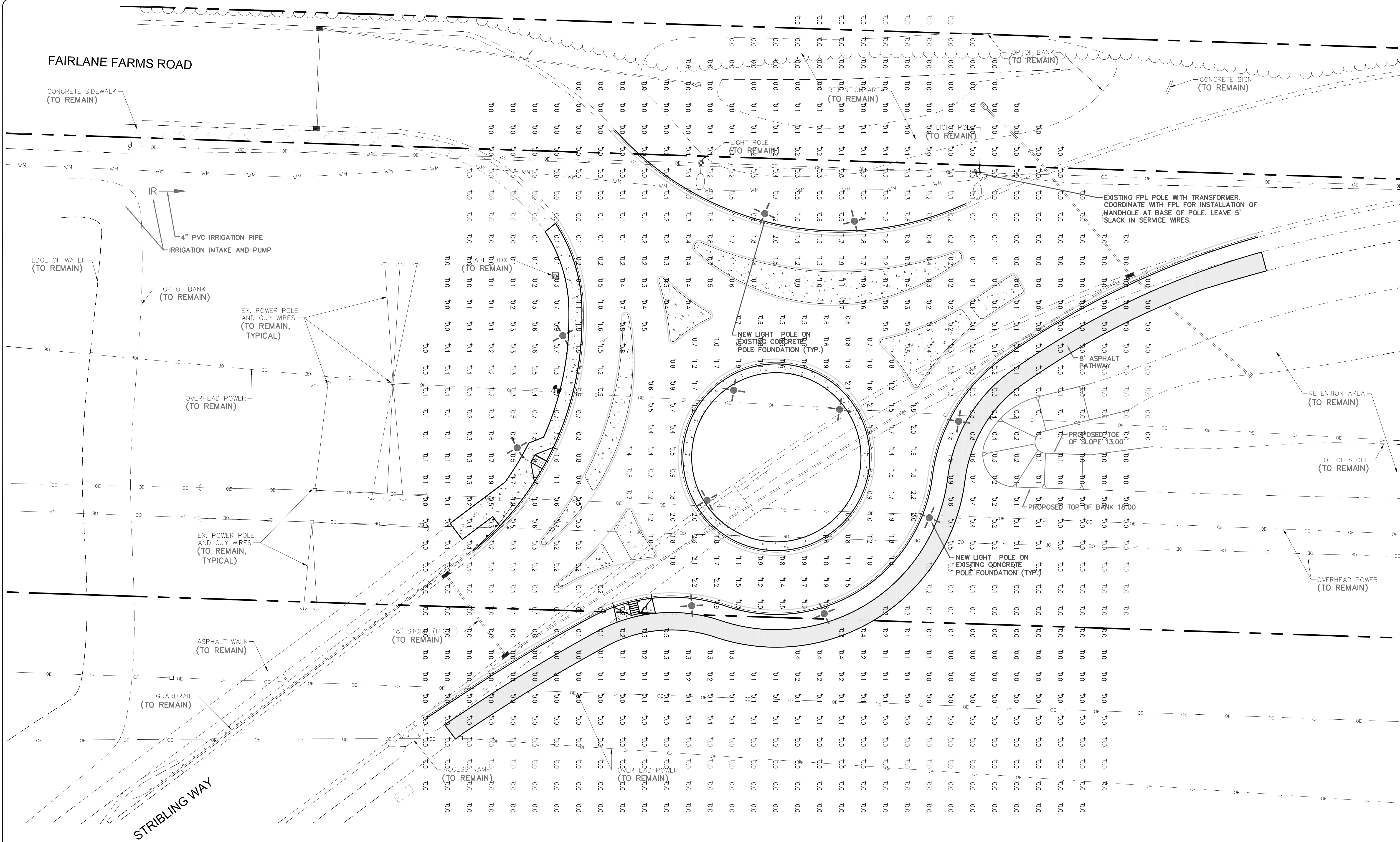
LARRY M. SMITH, P.E.
FLORIDA LICENSE
No. 43997

STIRLING WAY / FAIRLANE FARMS ROAD
INTERSECTION IMPROVEMENT PROJECT



1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 83

BID PLANS
03/14/2016



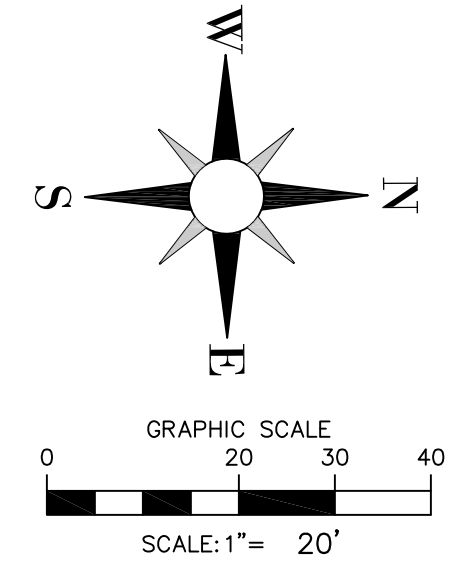
LIGHTING CALCULATIONS						
Description	Symbol	Avg	Max	Min	Max/Min	Avg/Min
ROUNDBOUT	+	1.2 fc	2.3 fc	0.4 fc	5.8:1	3.0:1
SPILL LIGHT	+	0.2 fc	2.0 fc	0.0 fc	N / A	N / A



Know what's below.
Call before you dig.



**Smith Engineering
Consultants, Inc.**
State Auth. #8228
2161 Palm Beach Lakes Blvd., Suite 312
West Palm Beach, FL 33409
(561) 616-3911 Fax (561) 616-3912
www.smithengineeringconsultants.com



BID PLANS
03/14/2016

02/2016

DRAWN	SPH
PROJECT ENGINEER	LMS
PROJECT MANAGER	JRR
CHECKED	LMS

E4

JOB NO.
005-16/DZ

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	05/04/16	LIGHT POLE LOCATION AND ELEC. CONDUIT	JRR

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LARRY M. SMITH, P.E.
FLORIDA LICENSE NO. 45957

PHOTOMETRIC PLAN
FOR
STRIPLING WAY / FAIRLANE FARMS ROAD
INTERSECTION IMPROVEMENT PROJECT



**THE VILLAGE OF
WELLINGTON**
Engineering Department
12300 Forest Hill Boulevard, Wellington, Florida 33414

START DATE	02/2016
DRAWN	SPH
PROJECT ENGINEER	LMS
PROJECT MANAGER	JRR
CHECKED	LMS



Village of Wellington

Legislation Text

File #: 16-0425, **Version:** 1

ITEM: RESOLUTION NO. R2016-65 (VERSAILLES AT WELLINGTON TRAFFIC CONTROL AGREEMENT)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AN AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN THE VILLAGE OF WELLINGTON AND VERSAILLES AT WELLINGTON HOMEOWNERS ASSOCIATION, INC.; AND PROVIDING AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2016-65 approving a standard traffic control agreement for Versailles at Wellington Homeowners Association, Inc.

EXPLANATION: Versailles at Wellington Homeowners Association, Inc. has requested that the Palm Beach County Sheriff's Office patrol the roads within the Versailles at Wellington subdivision for the purposes of enforcing moving traffic. Currently, the Sheriff's Office cannot patrol the roads and enforce traffic regulations in the Versailles at Wellington community because the roads therein are private.

In accordance with our policy, the Versailles at Wellington Homeowners Association, Inc. had an engineering study conducted to ensure that all traffic markings, signals and signs were in accordance with the Manual of Uniform Traffic Control Devices (MUTCD). The study determined that traffic controls meet applicable federal, state and local standards, including the MUTCD (letter attached).

Section 316.006(2), Florida Statutes, provides that the Village may exercise traffic and/or parking control jurisdiction over private roads by written agreement (attached).

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: NO

QUASI-JUDICIAL:

FIRST READING:

SECOND READING:

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution No. R2016-65 approving a standard traffic control agreement for Versailles at Wellington Homeowners Association, Inc.

RESOLUTION NO. R2016-65**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
APPROVING AN AGREEMENT FOR TRAFFIC CONTROL
JURISDICTION BETWEEN THE VILLAGE OF
WELLINGTON AND VERSAILLES AT WELLINGTON
HOMEOWNERS ASSOCIATION, INC.; AND PROVIDING AN
EFFECTIVE DATE.**

WHEREAS, Versailles at Wellington Homeowners Association, Inc. owns and/or controls the roadways within its development as private roads; and

WHEREAS, Section 316.006(2), Florida Statutes, provides that the Village may exercise traffic control jurisdiction over private roads by written agreement; and

WHEREAS, Versailles at Wellington Homeowners Association wishes to contract with the Village of Wellington and the Palm Beach County Sheriff's Office, District 8, Wellington, acting as agents of the Village through its contract with the Village of Wellington, for performance of law enforcement services and functions relating to traffic control within its boundaries in the Village of Wellington; and

WHEREAS, such Agreements for law enforcement services have been prepared and are attached hereto, marked Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S COUNCIL that:

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Wellington Council hereby accepts and approves the Traffic Control Jurisdiction Agreement between the Village of Wellington and Versailles at Wellington Homeowners Association, Inc. for the roads more particularly described in Exhibit "A" (a copy of which shall be maintained in the offices of the Village Clerk) and hereby authorizes the Mayor and Village Clerk to execute the Agreements.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 13th day of September, 2016.

ATTEST:

WELLINGTON

By: _____
Rachel R. Callovi, Clerk

By: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: _____
Laurie Cohen, Village Attorney

**AGREEMENT FOR TRAFFIC CONTROL JURISDICTION BETWEEN THE VILLAGE
OF WELLINGTON
AND**

Versailles at Wellington Homeowners Association, Inc.

THIS AGREEMENT is made and entered into this 1 day of September, 2016, between the VILLAGE OF WELLINGTON, a Florida municipal corporation, hereinafter "VOW", and *Versailles at Wellington HOA, Inc.*, a Florida Not-For-Profit Corporation representing a private residential community located in Palm Beach County, Florida, hereinafter "Community".

WITNESSETH:

WHEREAS, Community owns and/or controls the roadways within its development as private roads; and

WHEREAS, Section 316.006(2), Florida Statutes, provides that VOW may exercise traffic control jurisdiction over private roads by written agreement; and

WHEREAS, Community wishes to contract with VOW for performance of law enforcement services and functions relating to traffic control within its boundaries in the Village of Wellington, Florida.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants contained herein, the parties hereto agree as follows:

1. The above recitations are true and correct and incorporated herein.
2. Community desires to have the Sheriff and his deputies, through its contract for Law Enforcement Services with the Village of Wellington, control traffic upon its roadways during normal patrol hours (hereinafter "Services"). Community acknowledges that this Agreement does not guarantee a minimum number of hours of traffic enforcement. Community agrees that if the provision of traffic enforcement services under this Agreement results in additional expenses to the Village of Wellington, then Community shall be responsible for such additional expenses. Should Community desire deputies to be situated in its development at times outside normal routine patrol, Community understands that a separate contract shall be executed for additional services and Community will be invoiced for such additional expenses.
3. Community shall provide VOW Village Engineer with certification by a licensed engineer (Exhibit "A") that the roadway signage and striping is in accordance with

the standards set forth in the Manual on Uniform Traffic Control Devices and Chapter 316, Florida Statutes. In addition, Community shall provide an affidavit stating that Community does in fact own/control the roadways within said development (Exhibit "B").

4. VOW and Sheriff shall exercise the authority in Community's geographical area pursuant to this Agreement and granted by the laws of the State of Florida.
5. The rendition of Services, standards of performance, discipline and other matters incident to the performance of such Services (hereinafter "Operational Matters"), and the control of personnel employed shall be within the sole discretion of the Sheriff.
6. Persons employed in the performance of Services provided are appointees of the Sheriff and not VOW. As appointees of the Sheriff, they receive all benefits, training and promotion opportunities provided by the Sheriff.
7. This Agreement may be cancelled by the VOW or Community for any reason after sixty (60) days written notice has been provided to the other party, with a copy to the Sheriff.
8. This Agreement is subject to modification in writing by the mutual consent of the parties to this Agreement and executed with the same formality as the original Agreement.
9. All notices and/or inquiries required or allowed by this Agreement shall be delivered in person or mailed by Certified Mail, Return Receipt Requested, with sufficient postage affixed, to the party to whom such notice is to be given. Such mailed notices shall be deemed received three (3) business days following the notices being placed in the U.S. Mail. Notices are to be to the following:

As to the activities of VOW and Community:

VILLAGE OF WELLINGTON

Village of Wellington Manager's Office
 Attention: Paul Schofield, Village Manager
 12300 Forest Hill Boulevard
 Wellington, Florida 33414

COMMUNITY

Versailles at Wellington Homeowner's Association, Inc.
10400 Versailles Blvd
Wellington, FL 33449

As to contract administration of the Operational Matters under this Agreement:

SHERIFF
Palm Beach County Sheriff's Office
Attention: Commander of Wellington District 8
14000 Greenbriar Boulevard
Wellington, Florida 33414


10. The exercise of the traffic enforcement jurisdiction provided for herein shall be in addition to the jurisdictional authority presently exercised by VOW and Sheriff under law, and nothing in this Agreement shall be construed to limit or remove any jurisdictional authority.
11. The parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Further, nothing herein shall be construed as a waiver of sovereign immunity by either party, pursuant to Section 768.28, Florida Statutes.
12. The parties acknowledge that they have consulted with Sheriff.
13. In the event that any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.
14. This Agreement represents the entire understanding between the parties and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.
15. This Agreement shall be construed by and governed by the laws of the State of Florida.
16. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and/or conditions of this Agreement shall be borne by the respective parties.

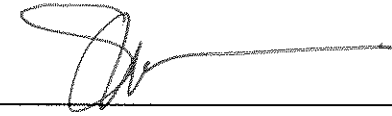
(The remainder of this page left intentionally blank)

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement on the date and year written above.

ATTEST:

Versailles at Wellington HOA, Inc.

By: 

By: 

SALVATORE VAN CASTEREN

Typed or Printed Name

HOA PRESIDENT

Title

ATTEST:

VILLAGE OF WELLINGTON

By: _____
Rachel R. Callovi, Village Clerk

By: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Village Attorney

AFFIDAVIT OF OWNERSHIP

BEFORE ME, the undersigned authority, personally appeared SALVATORE VAN CASTEREN as President of Versailles at Wellington Homeowner's Association, Inc. who, after first being duly sworn, states as follows:

1. That SALVATORE VAN CASTEREN hereinafter "Affiant"), is President of Versailles at Wellington Homeowner's Association, Inc. (hereinafter "Versailles").
2. That Affiant, as President of Versailles at Wellington has knowledge of the facts and matters set forth herein.
3. That Versailles at Wellington owns all roads within the boundaries of its community as more particularly described in Exhibit A, attached hereto and made a part hereof.
4. This Affidavit is made for the purpose of inducing the Village of Wellington to assume all traffic and law enforcement functions within the boundaries of Versailles at Wellington.

FURTHER AFFIANT SAYETH NAUGHT.

SALVATORE VAN CASTEREN

 (Signature of HOA President – Print and Sign)


STATE OF FLORIDA
 COUNTY OF PALM BEACH

SUBSCRIBED, SWORN TO and acknowledged before me this 21 day of July, 2016, by SALVATORE VAN CASTEREN, as President of Versailles at Wellington Homeowner's Association, Inc., who,

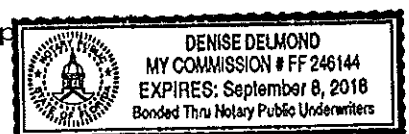
☒ is personally known to me or
☐ who produced _____ as identification.

And who, being duly sworn, executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of July, 2016.


 NOTARY SIGNATURE
DENISE DELMOND
 Printed Name

Commission Expiration Stamp





May 6, 2016

Versailles at Wellington HOA, Inc.
10400 Versailles Boulevard
Wellington, Florida 33414

Attention: Mr. Sal J. Van Casteren

Reference: Versailles MUTCD Certification
Wellington, Florida

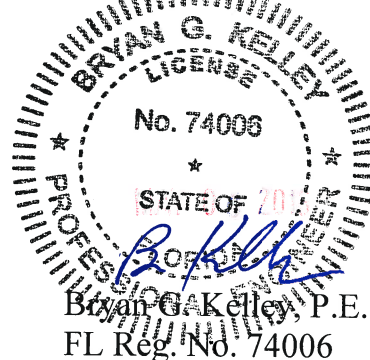
Dear Mr. Casteren:

Simmons & White, Inc. has completed our review of the traffic control features of the Versailles development which is located on the west side of State Road 7 approximately 0.4 miles north of Lake Worth Road in Wellington, Florida.

The observed traffic controls appear to meet the applicable federal, state and local standards for traffic controls, including the Manual on Uniform Traffic Control Devices (MUTCD). Specifically the traffic control signs are in accordance with the applicable requirements regarding height, reflectivity/visibility, and location. This letter serves as an Engineer's Certification of the above. If you should have any questions or require any additional information, please contact our office.

Sincerely,

SIMMONS & WHITE, INC.



Bryan G. Kelley, P.E.
FL Reg. No. 74006

BGK/sa x:/docs/misc/tr/bryan/11121D.certification



Village of Wellington

Legislation Text

File #: 16-0374, **Version:** 1

ITEM: ORDINANCE NO. 2016-12 (BED AND BREAKFAST ZONING TEXT AMENDMENT)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 6.4.4.20 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS; AMENDING SECTION 6.10.7.B.4 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

REQUEST: To approve Ordinance No. 2016-12, a zoning text amendment to Wellington's Land Development Regulations pertaining to bed and breakfasts Village-wide including the Equestrian Overlay Zoning District.

EXPLANATION: Wellington's LDRs currently provide Village-wide regulations for bed and breakfasts in Section 6.4.4.20. Regulations in 6.10.7.B.4 provide additional requirements for bed and breakfasts located specifically within the Equestrian Overlay Zoning District (EOZD). Ordinance 2016-12 proposes a Zoning Text Amendment to modify these regulations.

At the May 4, 2016 Planning, Zoning and Adjustment Board (PZAB) meeting, a motion was made to recommend approval of Ordinance 2016-12, but it did not carry. No further recommendation was made; therefore, the application moved forward to Council with a PZAB recommendation of denial. Council discussed the item and remanded it back to the PZAB for further discussion and recommendation. Additionally, staff made changes to the proposed amendment that would clarify the regulations and address several items discussed by Council. PZAB heard the item again on August 10, 2016. They recommended approval of the item as presented by staff with a 5-1 vote.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: YES

QUASI-JUDICIAL: NO

FIRST READING:

SECOND READING: YES

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: N/A

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Ordinance No. 2016-12, a zoning text amendment to Wellington's Land Development Regulations pertaining to bed and breakfasts Village-wide, including the Equestrian Overlay Zoning District.

ORDINANCE NO. 2016-12

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 6.4.4.20 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS; AMENDING SECTION 6.10.7.B.4 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Wellington's Council, pursuant to the authority granted to it in Chapters 163 and 166, Florida Statutes, is authorized and empowered to consider changes to its land development regulations; and

WHEREAS, the Wellington Council desires to amend Sections 6.4.4.20 and 6.10.7.B.4 of Wellington's Land Development Regulations related to Bed and Breakfast establishments; and

WHEREAS, Bed and Breakfast establishments shall be required to obtain Development Review Committee (DRC) approval in all applicable zoning districts; and

WHEREAS, The Equestrian Preserve Committee recommended approval of the amendments at the April 13, 2016 meeting with a unanimous vote (6-0) with recommended modifications; and

WHEREAS, the Planning, Zoning and Adjustment Board, acting as the Local Planning Agency, after notice and public hearing on August 10, 2016 has reviewed the proposed Ordinance and recommended approval with a 5-1 vote; and

WHEREAS, the Council has taken the recommendations from the Local Planning Agency, Wellington staff and the comments from the public into consideration when considering the amendments to the Land Development Regulations that are the subject of this Ordinance; and

NOW, THEREFORE, BE IT ORDAINED BY THE WELLINGTON, FLORIDA COUNCIL THAT:

SECTION 1: Section 6.4.4.20 of Wellington's Land Development Regulations is hereby amended as follows [~~strike-through~~ formatted text is to be deleted; underline formatted text is to be added]:

20. **Bed and Breakfast means** an owner-occupied single-family dwelling that offers lodging for paying guests and which serves breakfast to these guests. It is the intent of this ordinance that the owner-operator of a Bed and Breakfast establishment within the Village of Wellington reside on-site on a fulltime basis. To ensure compliance with the

1 foregoing intent, the Village will require as part of the approval process the submission
2 of an affidavit by the applicant, on a form to be provided by the Planning and Zoning
3 Department, attesting that he/she/it is the owner-operator of the Bed and Breakfast. A
4 corporate owner will be required to designate an individual with at least a twenty-five
5 percent (25%) ownership interest in the corporate entity as the individual who will be the
6 owner-operator of the Bed and Breakfast. A Bed and Breakfast use shall comply with
7 the following supplementary use standards:

- 8
- 9 a. ~~Approval.~~ Bed and Breakfast establishments shall be required to obtain a special
10 permit from the Zoning Division. Development Review Committee approval.
- 11
- 12 b. ~~Resident owner.~~ The owner-operator shall reside on the premises fulltime and
13 shall provide a written affidavit qualifying the owner-operator. The failure of the
14 owner-operator to reside fulltime on the premises during operational hours of the
15 Bed and Breakfast shall result in revocation of the development approval. All
16 subsequent owners, purchasers or successors in interest shall comply with the
17 provisions of this code in order to continue to operate a Bed and Breakfast on the
18 premises.
- 19
- 20 c. The establishment shall not exceed five (5) bedrooms for paying guests on
21 properties less than five acres, and shall not exceed eight (8) bedrooms for
22 paying guests on properties five acres or greater.
- 23
- 24 d. The minimum lot size for an establishment shall be at least two acres. Any
25 combination of lots to achieve the minimum lot size shall be accomplished by a
26 replat of the affected properties.
- 27
- 28 e. A Bed and Breakfast establishment shall be required to connect to public water
29 and sewer systems where public water and sewer is available. Proposed private
30 well and septic/drainfield systems will be reviewed by the Village Engineer and
31 PBC Health Department should public water and sewer not be available.
- 32
- 33 f. Each Bed and Breakfast establishment shall have a separation requirement of
34 one thousand three hundred twenty (1,320) linear feet, measured from the
35 closest property line of each establishment.
- 36
- 37 g. A Bed and Breakfast establishment shall not contain rental dwelling units.
- 38
- 39 e-h. ~~No adverse effect.~~ The proposed use of the property shall not adversely affect
40 the immediate neighborhood or create noise, light or traffic conditions detrimental
41 to the neighboring residents.
- 42
- 43 d. ~~No nuisance or hazard.~~ The proposed use of the property shall not create noise,
44 light or traffic conditions detrimental to the neighboring residents.
- 45
- 46 e-i. ~~Exterior alterations.~~ Only exterior alterations necessary to assure safety of the
47 structure, or enhance the compatibility with the surrounding neighborhood or
48 modifications necessary to be in compliance with ADA requirements limited to

- 1 one bedroom, one bathroom and all common areas shall be made for the
 2 purpose of providing a Bed and Breakfast establishment.
- 3
- 4 f.i. ~~Breakfast only. No meals other than breakfast shall be served to paying guests.~~
 5 Meal service shall be limited to guests and shall include only breakfasts and wine
 6 and cheese functions.
- 7
- 8 g.k. ~~Guest register.~~ The owner-operator shall keep a current guest register including
 9 names, addresses and dates of occupancy of all guests.
- 10
- 11 h.l. ~~Building code requirements.~~ The building shall comply with all applicable
 12 requirements of dwelling units included in the Standard Florida Building Code.
- 13
- 14 i.m. ~~Outdoor advertising. Generally, outdoor advertising shall be prohibited. However,~~
 15 ~~a variance for a small sign shall be granted if the petitioner demonstrates that~~
 16 ~~there are particular circumstances that would find the sign to be compatible with~~
 17 ~~the surrounding neighborhood. All other conditions of this Code for a variance~~
 18 ~~and signage must be met. One (1) sign for the establishment may be installed to~~
 19 ~~indicate the establishment name, address and logo. The sign shall have a~~
 20 maximum width two (2) feet, maximum height (2) feet and a maximum four (4)
 21 square feet sign area. Any proposed lighting for the signage shall be limited to
 22 uplighting. No signage shall be self-lit or include neon lighting.
- 23
- 24 n. The establishment must be located as part of and attached to the principal single
 25 family residential dwelling on the property and the portion of the dwelling utilized
 26 for the establishment shall comply with all setbacks for the principal structure.
- 27
- 28 o. Each establishment shall provide at a minimum, two (2) spaces for the
 29 establishment plus one (1) space for each bedroom for rent. Parking areas may
 30 consist of paving, grass, gravel or other materials, subject to the Village
 31 Engineer's approval.
- 32
- 33 p. Guests shall be limited to a length of stay that does not exceed 30 consecutive
 34 days.
- 35
- 36 j. ~~Renewal of Special Permit. The special permit shall be renewed annually in~~
 37 ~~accordance with Section 5.5.5.J of this Code.~~

38

39 **SECTION 2:** Section 6.10.7.B.4 of Wellington's Land Development Regulations is
 40 hereby amended as follows [~~strike-through~~ formatted text is to be deleted; underline formatted
 41 text is to be added]:

42

43 4. Bed and Breakfast Establishments.

- 44
- 45 a. Bed and Breakfast establishments in the EOZD shall meet 6.4.4.20 regulations.
 46 Additionally the following supplemental regulations shall apply within the EOZD:
- 47
- 48 a. ~~The establishments shall not exceed five (5) bedrooms for rent.~~

- 1
2 b. ~~Meal service shall be limited to guests and shall include only breakfasts and wine~~
3 ~~and cheese functions.~~
4
5 c. ~~The establishment must be located as part of and attached to the principal single~~
6 ~~family residential dwelling on the property and the portion of the dwelling utilized~~
7 ~~for the establishment shall comply with all setbacks for the principal structure.~~
8
9 d. ~~The owner of the establishment must reside on the premise on a full-time basis.~~
10
11 e. ~~Minimum lot size for an establishment shall be at least three (3) acres. Any~~
12 ~~combination of lots to achieve the minimum lot size shall be accomplished by a~~
13 ~~replat of the affected properties.~~
14
15 f. ~~Each establishment shall provide, at a minimum, the number and type of parking~~
16 ~~spaces listed below.~~
17
18 i. ~~Two (2) spaces per residential dwelling.~~
19
20 ii. ~~One (1) space for each room included as part of the establishment.~~
21
22 iii. ~~At least two (2) spaces for horse trailers.~~
23
24 iv. ~~All parking areas must be located within two hundred fifty (250) feet of the~~
25 ~~principal entrance of the establishment.~~
26
27 v. ~~Parking areas may consist of paving, grass, gravel or other materials,~~
28 ~~subject to the Village's engineering standards.~~
29
30 g.b. ~~Principal and secondary v~~ehicular ~~access for patrons shall be located along a~~
31 ~~not more than 1,320 linear feet from a collector or arterial street. Vehicular~~
32 ~~access for patrons shall not be provided via a local residential street.~~
33
34 h. ~~An application for approval of a bed and breakfast shall provide evidence of~~
35 ~~adequate water and sewer capacity adequate for the proposed establishment.~~
36
37 i.c. ~~Patrons of the establishment may stable horses in a permanent barn or stable~~
38 ~~located on the same parcel as the establishment. Temporary stabling tents are~~
39 ~~prohibited for Bed and Breakfast establishments.~~
40
41 j. ~~One (1) sign for the establishment may be installed, and shall comply with the~~
42 ~~following standards:~~
43
44 i. ~~Maximum size of four (4) square feet;~~
45
46 ii. ~~Maximum installation height of eight (8) feet;~~
47
48 iii. ~~Maximum sign width of two (2) feet;~~

- (The remainder of this page left intentionally blank)

PASSED this ____ day of _____ 2016, upon first reading.

PASSED AND ADOPTED this ____ day of _____ 2016, on second and final reading.

WELLINGTON

FOR

AGAINST

BY:

Anne Gerwig, Mayor

John T. McGovern, Councilman

Michael Drahos, Councilman

Michael J. Napoleone, Councilman

Tanya Siskind, Councilwoman

ATTEST:

BY:

Rachel Callovi, Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY:

Laurie Cohen, Village Attorney



STAFF USE ONLY

Intake Date: _____

By: _____

Petition # _____

Planning & Zoning Department

12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 PZApplications@wellingtonfl.gov

AFFIDAVIT IN SUPPORT OF BED AND BREAKFAST APPLICATION

(Complete either individual or corporate Owner Occupied Affidavit, as Appropriate)

OWNER OCCUPIED AFFIDAVIT (INDIVIDUAL)

BEFORE ME, the undersigned authority, personally appeared

_____, who upon being duly sworn states as follows:

1. I am over the age of 18 and am competent to testify to the matters stated herein.
2. I am the owner of the property located at _____ in Wellington, Florida (the "Property").
3. I have submitted an application to the Village of Wellington Planning and Zoning Department for the purpose of owning and operating a Bed and Breakfast within the Village of Wellington (Petition No. _____, hereinafter the "Petition").
4. I make this affidavit pursuant to Wellington Ordinance No. 2016-12 and I understand that this Affidavit will become part of my official application and the Petition for the Bed and Breakfast.
5. At all times during which the Bed and Breakfast that is the subject of the Petition is operational (if approved), I will reside fulltime on the Property.
6. At all times during which the Bed and Breakfast that is the subject of the Petition is operational (if approved), I will be the operator of the Bed and Breakfast.
7. I understand that my failure to reside fulltime on the Property and to be the operator of the Bed and Breakfast will result in revocation of my development approval.

8. I also understand that any subsequent owner(s), purchaser(s) or successor(s) in interest must comply with Ordinance No. 2016-12 in order to continue to operate a Bed and Breakfast within the Village of Wellington.

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT AND THAT THE FACTS STATED IN THEM ARE TRUE. I FURTHER UNDERSTAND THAT ANY KNOWINGLY FALSE INFORMATION PROVIDED MAY CONSTITUTE PERJURY, A FELONY OF THE THIRD DEGREE, AND THAT WELLINGTON WILL PURSUE ALL LEGAL REMEDIES AVAILABLE TO IT.

NOTARY

STATE OF _____)
 _____)
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

 (Signature of Notary)

 (Name – Must be typed, printed, or stamped)

My Commission Expires: _____

(NOTARY'S SEAL OR STAMP)



STAFF USE ONLY

Intake Date: _____

By: _____

Petition # _____

Planning & Zoning Department

12300 Forest Hill Blvd., Wellington, FL 33414 (561) 791-4000 PZApplications@wellingtonfl.gov

AFFIDAVIT IN SUPPORT OF BED AND BREAKFAST APPLICATION

(Complete either individual or corporate Owner Occupied Affidavit, as Appropriate)

OWNER OCCUPIED AFFIDAVIT (CORPORATE)

BEFORE ME, the undersigned authority, personally appeared

_____ who upon being duly sworn states as follows:

1. I am over the age of 18 and am competent to testify to the matters stated herein.

2. I am the ____ President / ____ Managing Member / ____ General Partner of

_____, which is the owner of the property located at

_____ in Wellington, Florida (the "Property").

3. I have authority to execute this Affidavit on behalf of _____.

4. _____ has submitted an application to the Village of

Wellington Planning and Zoning Department for the purpose of owning and operating a Bed and Breakfast within the Village of Wellington (Petition No. _____, hereinafter the "Petition").

5. I make this affidavit on behalf of _____ and pursuant to Wellington Ordinance No. 2016-12. I understand that this Affidavit will become part of the official application and the Petition for the Bed and Breakfast.

6. The following individual, who holds at least a twenty-five percent (25%) ownership interest in _____, will be the owner-operator of the Bed and Breakfast that is the subject of the Petition and is hereinafter referred to as the "Designee."

7. At all times during which the Bed and Breakfast that is the subject of the Petition is operational (if approved), the Designee will reside fulltime on the Property.

8. At all times during which the Bed and Breakfast that is the subject of the Petition is operational (if approved), the Designee will be the operator of the Bed and Breakfast.

9. I understand that the failure of the Designee to reside fulltime on the Property and to be the operator of the Bed and Breakfast will result in revocation of the development order and approval.

10. I also understand that any subsequent owner(s), purchaser(s) or successor(s) in interest of _____ must comply with Ordinance No. 2016-12 as a condition precedent to being able to operate a Bed and Breakfast within the Village of Wellington.

11. If the Designee's ownership interest in the company falls below twenty-five percent (25%), or if the Designee ceases to reside on and operate the Bed and Breakfast, I understand that _____ will be required to comply with Ordinance 2016-12 in order to continue to operate the Bed and Breakfast.

UNDER PENALTY OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT AND THAT THE FACTS STATED IN THEM ARE TRUE. I FURTHER UNDERSTAND THAT ANY KNOWINGLY FALSE INFORMATION PROVIDED MAY CONSTITUTE PERJURY, A FELONY OF THE THIRD DEGREE, AND THAT WELLINGTON WILL PURSUE ALL LEGAL REMEDIES AVAILABLE TO IT.

NOTARY

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____. He/She is personally known to me or has produced _____ as identification and did/did not take an oath.

(Signature of Notary)

(Name – Must be typed, printed, or stamped)

My Commission Expires: _____
(NOTARY'S SEAL OR STAMP)



**WELLINGTON
PLANNING & ZONING DIVISION
STAFF REPORT**

I. PETITION DESCRIPTION:

Petition Number: 16-010 (2016-001ZTA), Ordinance No. 2016-12

Project Name: Bed and Breakfast Zoning Text Amendment

Applicant/Petitioner: Mimi Hockman

Agent: Pattie Detwiler, Bed and Breakfast Consultant

II. REQUEST:

The agent, Pattie Detwiler, on behalf of the applicant, Mimi Hockman, is seeking approval of a Zoning Text Amendment to modify sections 6.4.4.20 and 6.10.7.B.4 of the Wellington Land Development Regulations (LDRs), pertaining to bed and breakfast establishments Village-wide and within the Equestrian Preserve Area (EPA).

III. CURRENT ZONING TEXT:

Wellington's LDRs currently provide Village-wide regulations for bed and breakfasts in Section 6.4.4.20 (Exhibit A). Additionally, bed and breakfasts require a special use permit in all residential straight zoning districts. In Planned Development Districts, they are either permitted by right or require a special use permit depending on the district.

Regulations in 6.10.7.B.4 (Exhibit B) provide additional requirements for bed and breakfasts located specifically within the Equestrian Overlay Zoning District (EOZD). In the EPA they are only permitted as Conditional Uses in residential areas, with the exceptions of Little Ranches where they require a special use permit and Rustic Ranches where they are prohibited. They are prohibited in all commercial districts of the EOZD.

IV. PROPOSED CHANGES:

A summary of the proposed changes to the LDRs is below. The specific changes to 6.4.4.20 and 6.10.7.B.4 are provided in Exhibits C and D respectively.

The LDRs currently allow bed and breakfasts either by right or require a special use permit based upon location. The proposed change would require approval by the Development Review Committee (DRC), which includes review from Planning and Zoning, Engineering, Building, Traffic and Palm Beach County Fire Rescue. This change would provide a comprehensive review of the request and eliminate the requirement to renew a special use permit on an annual basis where applicable. DRC is tasked with reviewing the application for consistency with the LDRs, compatibility with the surrounding area and applying conditions to mitigate impacts when necessary.

Current regulations allow alterations to the structure only to assure safety or enhance compatibility with the surrounding neighborhood. The proposed change would allow for additional alternations necessary for ADA compliance.

Currently bed and breakfasts outside the EPA are only allowed to serve breakfast. The proposed changes would allow wine and cheese functions as well. Wine and cheese functions are currently permitted in the EOZD regulations and staff is proposing the same regulation across the board.

Pursuant to the LDRs, minimal signage may be permitted upon approval. The proposed changes will provide regulations to permit a small sign as part of the DRC approval without requiring further application or approval.

A minimum lot size of two (2) acres is proposed with a maximum of five (5) guest rooms on properties less than five (5) acres and eight (8) guest rooms on properties five (5) acres or greater. There currently is no minimum lot size requirement or maximum number of guest rooms outside the EPA.

It is required that all bed and breakfasts shall connect to public water and sewer systems when available. Proposed private well and septic/drainfield systems will be reviewed by the Village Engineer and PBC Health Department should public water and sewer not be available.

Currently there is no separation requirement between bed and breakfasts outside the EPA. EOZD regulations stipulate a 1,320 foot distance between establishments. Staff is proposing the same regulation across the board to limit intensity of use.

A prohibition on rental dwelling units within bed and breakfasts is proposed to ensure and protect the intended use.

Parking for a bed and breakfast is not currently addressed in the LDRs. The proposed changes will require two spaces per bed and breakfast establishment plus one space per guest bedroom.

A 30 day maximum length of stay is being proposed. Currently there is no length of stay limit. Many municipalities limit length of stay to 7-14 days. Staff feels because of Wellington's equestrian character, guests may be utilizing the bed and breakfasts while attending horse shows and a 30 day maximum length of stay would be more appropriate.

Summary of 6.4.10.7.B.4 changes:

Within the EPA, a bed and breakfast is currently limited to five (5) guest rooms with a three acre minimum lot size requirement. The proposed amendment will increase the number of guest rooms to eight (8) on properties that are at least five (5) acres and reduce the three acre minimum lot size to two acres. Staff believes a minimum lot size of five acres is large enough to support a bed and breakfast with eight guest rooms. The properties would be subject to the same setback requirements and floor area ratio limits as any single family residence. However, allowing eight (8) guest rooms on a five acre minimum lot size would provide a more economically feasible option versus limiting the properties to five (5) guest rooms and requiring a three acre minimum lot size. Additionally, since this regulation is proposed Village-wide, it has been removed from the EOZD section and placed in Section 6.4 as referenced above.

Current regulations state principal and secondary vehicular access for patrons shall be located along a collector or arterial street. The limited number of collector and arterial streets in the EOZD and even fewer access points directly to these streets severely limits available properties in the EOZD. It is proposed that access for patrons shall be located not more than 1,320 linear feet (1/4 mile) from a collector or arterial street.

VI. STAFF RECOMMENDATION:

Staff recommends approval of petition 16-010 (2016-001ZTA) to amend Section 6.4.4.20 and 6.10.7.B.4 of the LDRs pertaining to bed and breakfast establishments Village-wide and within the EOZD.

VII. BOARDS, COMMITTEES and COUNCIL:

1. Equestrian Preserve Committee:

The application was heard and recommended for approval at the April 13, 2016 Equestrian Preserve Committee (EPC) meeting with a unanimous vote (6-0). EPC recommended changes which are identified (in **BOLD UNDERLINE** text) in Exhibits C and D.

2. Planning Zoning and Adjustment Board:

This application was heard at the Planning Zoning and Adjustment Board (PZAB) meeting on May 4, 2016. A motion was made to recommend approval but it did not carry. No further recommendation was made; therefore, the application went to Council with a recommendation of denial. On August 10, 2016, PZAB heard the item again as requested by Council and recommended approval as presented by staff, without the suggested modification proposed by EPC, with a 5-1 vote. Ms. Coleman was not in favor of approval.

3. Council:

This application was discussed at the Council Meeting on May 24, 2016. It was remanded back to PZAB for their comments and/or recommendation. PZAB heard this item again on August 10, 2016. The item was then heard at the August 23, 2016

Council meeting and was approved unanimously (5-0) upon first reading. The second reading is scheduled for the September 27, 2016 Council meeting.

Exhibit A – Current Bed and Breakfast Regulations

6.4.4.20 Bed and Breakfast means an owner-occupied single-family dwelling that offers lodging for paying guests and which serves breakfast to these guests. A Bed and Breakfast use shall comply with the following supplementary use standards:

- a. Approval. Obtain a special permit from the Zoning Division.
- b. Resident owner. The owner operator shall reside on the premises.
- c. No adverse effect. The proposed use of the property shall not adversely affect the immediate neighborhood.
- d. No nuisance or hazard. The proposed use of the property shall not create noise, light or traffic conditions detrimental to the neighboring residents.
- e. Exterior alterations. Only exterior alterations necessary to assure safety of the structure or enhance the compatibility with the surrounding neighborhood shall be made for the purpose of providing a Bed and Breakfast.
- f. Breakfast only. No meals other than breakfast shall be served to paying guests.
- g. Guest register. The resident owner shall keep a current guest register including names, addresses and dates of occupancy of all guests.
- h. Building code requirements. The building shall comply with all requirements of dwelling units included in the Standard Building Code.
- i. Outdoor advertising. Generally, outdoor advertising shall be prohibited. However, a variance for a small sign shall be granted if the petitioner demonstrates that there are particular circumstances that would find the sign to be compatible with the surrounding neighborhood. All other conditions of this Code for a variance and signage must be met.
- j. Renewal of Special Permit. The special permit shall be renewed annually in accordance with Section 5.5.5.J of this Code.

Exhibit B – Current Bed and Breakfast Regulations in the EOZD**6.10.7.4 Bed and Breakfast Establishments.**

- a. The establishments shall not exceed five (5) bedrooms for rent.
- b. Meal service shall be limited to guests and shall include only breakfasts and wine and cheese functions.
- c. The establishment must be located as part of and attached to the principal single family residential dwelling on the property and the portion of the dwelling utilized for the establishment shall comply with all setbacks for the principal structure.
- d. The owner of the establishment must reside on the premise on a full-time basis.
- e. Minimum lot size for an establishment shall be at least three (3) acres. Any combination of lots to achieve the minimum lot size shall be accomplished by a replat of the affected properties.
- f. Each establishment shall provide, at a minimum, the number and type of parking spaces listed below.
 - i. Two (2) spaces per residential dwelling.
 - ii. One (1) space for each room included as part of the establishment.
 - iii. At least two (2) spaces for horse trailers.
 - iv. All parking areas must be located within two hundred fifty (250) feet of the principal entrance of the establishment.
 - v. Parking areas may consist of paving, grass, gravel or other materials, subject to the Village's engineering standards.
- g. Principal and secondary vehicular access for patrons shall be located along a collector or arterial street. Vehicular access for patrons shall not be provided via a local residential street.
- h. An application for approval of a Bed and Breakfast shall provide evidence of adequate water and sewer capacity adequate for the proposed establishment.
- i. Patrons of the establishment may stable horses in a barn or stable located on the same parcel as the establishment.
- j. One (1) sign for the establishment may be installed, and shall comply with the following standards:
 - i. Maximum size of four (4) square feet;
 - ii. Maximum installation height of eight (8) feet;
 - iii. Maximum sign width of two (2) feet;
 - iv. Maximum sign height of two (2) feet; and
 - v. May indicate the establishment name, address, and logo.
- k. One (1) establishment shall be separated from another establishment by not less than one thousand three hundred twenty (1,320) linear feet, measured from the closest property line of each establishment.

Exhibit C – Proposed Bed and Breakfast Regulations

*The applicant's requested changes and staff recommendations are presented below. Recommended changes from the EPC are below in **BOLD UNDERLINE**.*

6.4.4.20 Bed and Breakfast Establishments

Bed and Breakfast means an owner-occupied, single-family dwelling that offers lodging for paying guests and which serves breakfast to these guests. It is the intent of this code that the owner-operator of a Bed and Breakfast establishment within the Village of Wellington reside on-site on a fulltime basis. To ensure compliance with the foregoing intent, the Village will require as part of the approval process the submission of an affidavit by the applicant, on a form to be provided by the Planning and Zoning Department, attesting that he/she/it is the owner-operator of the bed and breakfast. A corporate owner will be required to designate an individual with at least a twenty-five percent (25%) ownership interest in the corporate entity as the individual who will be the owner-operator of the Bed and Breakfast. A Bed and Breakfast use shall comply with the following supplementary use standards:

- a. Bed and Breakfast establishments shall be required to obtain Development Review Committee approval.
 - **Bed and Breakfasts shall be required to obtain Conditional Use approval from Council.**
- b. The owner-operator shall reside on the premises fulltime and shall provide a written affidavit qualifying the owner-operator. The failure of the owner-operator to reside fulltime on the premises during operational hours of the Bed and Breakfast shall result in revocation of the development approval. All subsequent owners, purchasers or successors in interest shall comply with the provisions of this code in order to continue to operate a Bed and Breakfast on the premises.
- c. The establishment shall not exceed five (5) bedrooms for paying guests on properties less than five acres, and shall not exceed eight (8) bedrooms for paying guests on properties five acres or greater.
- d. The minimum lot size for an establishment shall be at least two acres. Any combination of lots to achieve the minimum lot size shall be accomplished by a replat of the affected properties.
- e. A Bed and Breakfast establishment should be required to connect to public water and sewer systems. Proposed private well and septic/drainfield systems will be reviewed by the Village Engineer and PBC Health Department should public water and sewer not be available.
- f. Each Bed and Breakfast establishment shall have a separation requirement of one thousand three hundred twenty (1,320) linear feet, measured from the closest property line of each establishment.

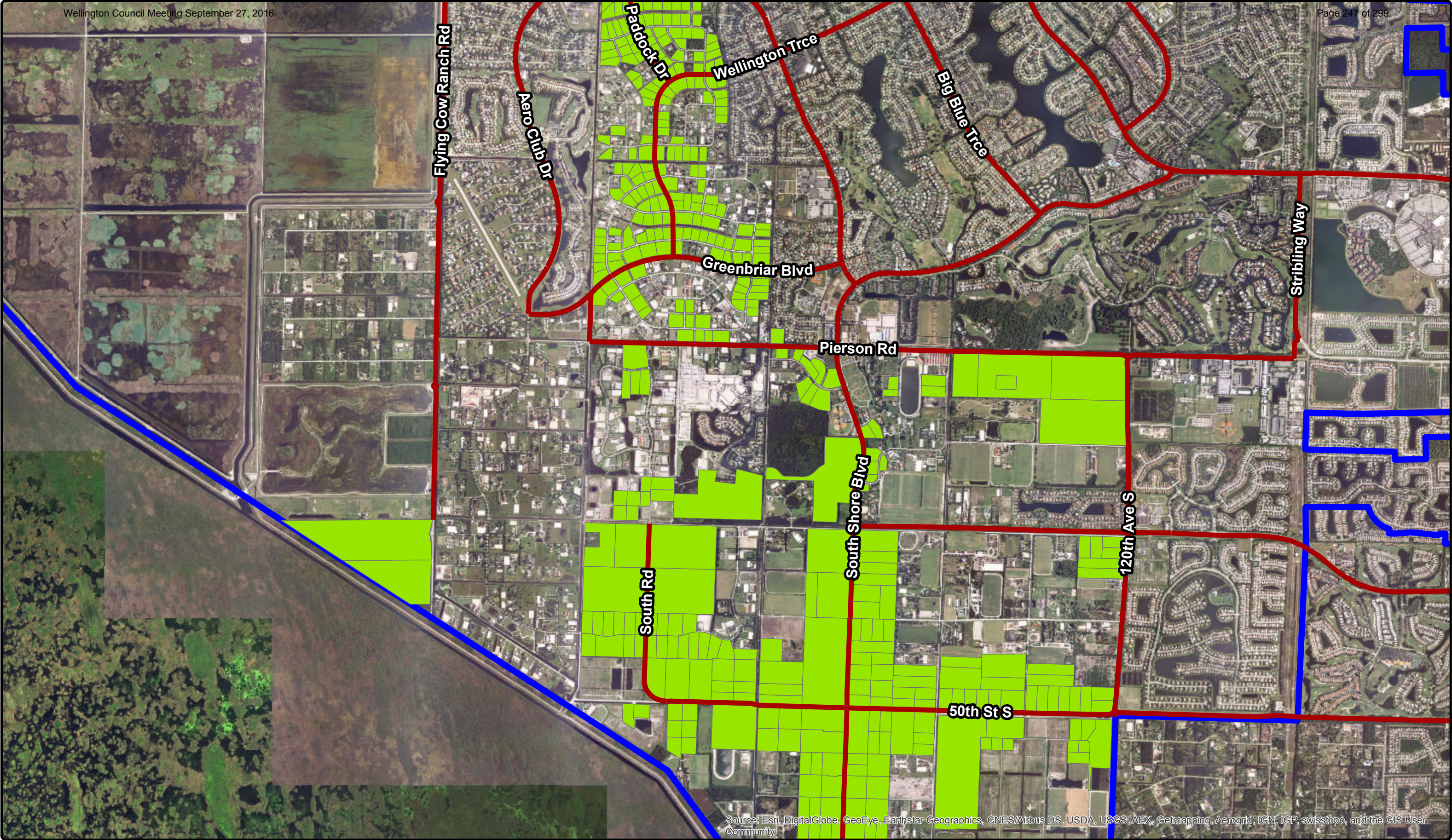
- g. ~~A Bed and Breakfast establishment shall not contain rental dwelling units.~~
- h. The proposed use of the property shall not adversely affect the immediate neighborhood or create noise, light or traffic conditions detrimental to the neighboring residents.
- i. Only exterior alterations necessary to assure safety of the structure, enhance the compatibility with the surrounding neighborhood, or modifications necessary to be in compliance with ADA requirements limited to one bedroom, one bathroom and all common areas shall be made for the purpose of providing a Bed and Breakfast establishment.
- j. Meal service shall be limited to guests and shall include only breakfasts and wine and cheese functions.
- k. The owner-operator shall keep a current register including names, addresses and dates of occupancy of all guests.
- l. The building shall comply with all applicable requirements of the Florida Building Code.
- m. One (1) sign for the establishment may be installed to indicate the establishment name, address and logo. The sign shall have a maximum width two (2) feet, maximum height (2) feet and maximum four (4) square feet sign area. Any proposed lighting for the signage shall be limited to uplighting. No signage shall be self-lit or include neon lighting.
- n. The establishment must be located as part of and attached to the principal single family residential dwelling on the property and the portion of the dwelling utilized for the establishment shall comply with all setbacks for the principal structure.
- o. Each establishment shall provide at a minimum, two (2) spaces for the establishment plus one (1) space for each bedroom for rent and parking areas may consist of paving, grass, gravel or other materials, subject to the Village Engineer's approval.
- p. Guests shall be limited to a length of stay that does not exceed 30 consecutive days.

Exhibit D – Proposed Bed and Breakfast Regulations in the EOZD

*The applicants requested changes and staff recommendations are presented below. Recommended changes from the EPC are below in **BOLD UNDERLINE**.*

6.10.7.B.4 Bed and Breakfast Establishments

- a. Bed and Breakfast establishments in the EOZD shall meet 6.4.4.20 regulations. Additionally the following supplemental regulations shall apply within the EOZD:
- b. Vehicular access for patrons shall be located not more than 1,320 linear feet from a collector or arterial street.
- c. Patrons of the establishment may stable horses in a permanent barn or stable located on the same parcel as the establishment. Temporary stabling tents are prohibited for Bed and Breakfast establishments.
- d. Parking shall be provided for the barn and grooms quarters in accordance with the Land Development Regulations as a separate calculation and shall be in addition to the required parking for the Bed and Breakfast use.
- e. **EPC recommends that properties with a minimum size of two (2) acres but that are less than five (5) acres be limited to five (5) guest rooms for paying guests. Properties containing more than five (5) acres may have up to eight (8) guest rooms for paying guests.**



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

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000000	SHEET NO.		DATE	6/15/16
	DRAWN		Ryan Harding	
	SCALE		1 in = 0.5 miles	
	REQUESTED		B&B Staff Report	
	FILENAME		BedBreakfasZTA	



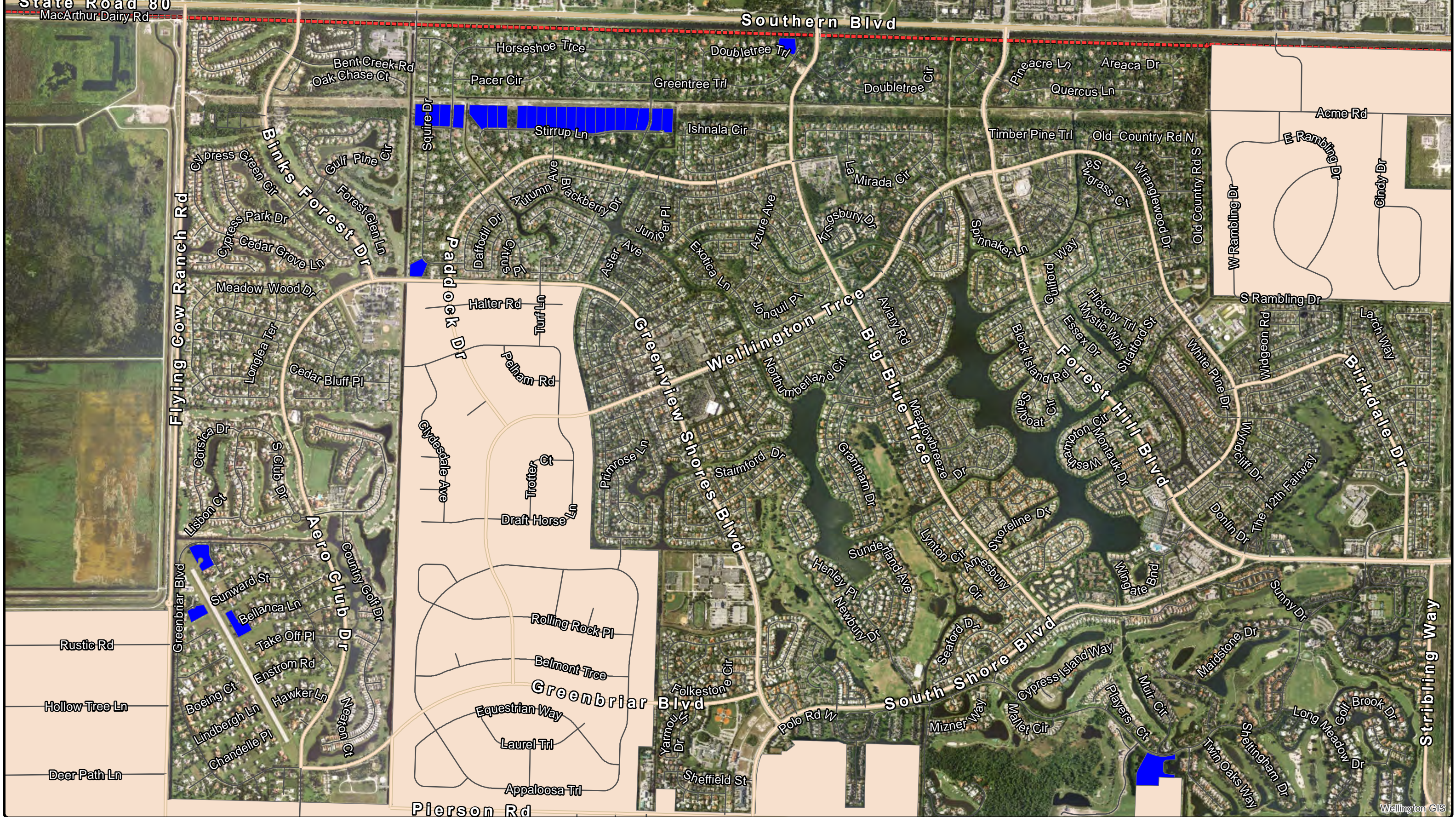
Bed and Breakfast ZTA Map
Village of Wellington
Palm Beach County, FL

Collector Streets

EPA_BB_Parcel

EPA_BB_Parcel





MORE OF TODAY'S TOP NEWS

ISLAMIC STATE

Flow of foreign fighters to Islamic State plummets

But some may be choosing to attack at home instead.

By Griff Witte, Sudarsan Raghavan and James McAuley Washington Post

LONDON — The flow of foreign fighters to the ranks of the Islamic State — once a mighty current of thousands of radicalized men and women converging on Syrian and Iraqi battlefields from nations across the globe — has been cut to a trickle this year as the group's territory has shrunk and its ambitions have withered.

The decline, officials and experts say, has been dramatic, prolonged and geographically widespread, with the number of Europeans, Americans, North Africans and others joining up to fight and die for the idea of a revived Islamic caliphate falling as precipitously as the terrorist group's fortunes.

From a peak of 2,000 foreign recruits crossing the Turkey-Syria border each month, the Islamic State and other extremist groups operating in Syria are down to as few as 50, according to U.S. intelligence assessments.

Governments from Britain to Tunisia say their citizens are less likely than they have been in years to heed the Islamic State's calls for front-line volunteers.

Diminished flows deprive the organization of needed reinforcements and further erode its ability to cast itself as the rebirth of a vast Islamic empire. But they also raise questions about whether the terrorism threat is actually easing or just morphing into a more dangerous new phase.



Islamic State militants who were killed during an attack in March are buried in unmarked graves in Ben Guerdane, Tunisia. The decline in fighters marks a milestone in global efforts to defeat the Islamic State, experts say. LORENZO TUGNOLI / WASHINGTON POST

"It's a massive falloff," said Peter Neumann, director of the International Center for the Study of Radicalization at King's College London. "And it's basically because Islamic State is a failing entity now. The appeal of Islamic State rested on its strength and its winning. Now that it's losing, it's no longer attractive."

The sustained decline marks an important milestone in global efforts to defeat the Islamic State, reflecting measures ranging from a multinational military campaign to, in at least one nation, rules requiring parental permission slips before young men can leave the country.

But Neumann and others said the decline in Islamic State recruiting — which has come almost as quickly as it rose following leader Abu Bakr al-Baghdadi's declaration of a caliphate in 2014 — is hardly an unmitigated suc-

cess for the U.S. and its allies.

Instead, it may be the beginning of a new stage one in which would-be fighters choose to carry out attacks at home rather than travel abroad, and battle-hardened veterans seek out new lands for conflict.

"It's like after the Afghanistan war in the 1980s," said Neumann, citing the period after Soviet troops withdrew in 1989 and legions of foreign fighters formed a diaspora of radicalized veterans that subsequently fueled the rise of al-Qaida. "They'll be asking themselves, 'What's next?'"

That peril helps explain why U.S. and other officials have been cautious in trumpeting the declining foreign-fighter numbers.

French Interior Minister Bernard Cazeneuve announced last week that there was "a fourfold decrease" in the number

of French citizens who have traveled to the Islamic State's domain in the first six months of 2016, compared to the 69 fighters who did so over the same period last year.

Rather than celebrate, however, French officials have been bracing the public for what could happen if some among the almost 700 French citizens or residents who are still fighting in Syria and Iraq decide it is time to come home.

"Their return represents an additional menace for our national security," said French Prime Minister Manuel Valls, whose country has been hit by repeated terrorist attacks in the past two years.

One European law enforcement official said that although the number of people departing for Syria has been dropping, the security threat may simply be changing, not diminishing.

CRIMINAL JUSTICE SYSTEM

Jail anti-rape rules slow to take effect

Only 12 states are in full compliance 4 years on, feds say.

By Juan A. Lozano Associated Press

HOUSTON — Miguel Moll knew the risk of rape when he was thrown into a Texas jail in 1989 after joyriding in a stolen car.

Then 17, he was placed in a holding pen in Houston, and an older inmate said of the teenager, "I got this one." The comment sparked the first of many fights Moll had while behind bars.

"The mentality you have to develop very quickly is either that of a wolf or that of a lamb," he recalled.

A generation later, the federal government has adopted guidelines intended to prevent prison rape in part by separating young offenders from adult inmates. But four years after the rules were supposed to take effect, they are proving difficult to adopt.

Since 2012, states have been working to meet the standards set forth by the Prison Rape Elimination Act, or PREA, which was partially inspired by the 1996 death of Rodney Hulin, an undersized 17-year-old inmate who hanged himself in Texas after his requests for help following repeated rapes by adult inmates were denied.

Texas sheriff's offices say separating the two populations has been a challenge because of overcrowding and steep financial costs.

"It's a big logistical headache," Brazos County Sheriff Chris Kirk said.

The law was also supposed to provide for better staff training, improved reporting and investigation of all sexual assaults behind bars and more money for research.

In 2011-12, an estimated 4

percent of state and federal inmates and 3.2 percent of jail inmates reported experiencing one or more incidents of sexual victimization by another inmate or facility staff, according to the Justice Department.

The rape-prevention law "is a valuable and important act, and we take it very seriously," said Ryan Sullivan, a spokesman for the Harris County Sheriff's Office, which has about 150 youth offenders at its jail in Houston. The facility holds more than 9,000 inmates.

The Harris County Jail was cited in May for not housing 17-year-old offenders apart from adult inmates. Elsewhere in Texas, Dallas County is spending more than \$11,000 per week to keep at least 60 juveniles separated from adults at its jail complex.

The nation's 7,600-plus prisons, jails, community-based facilities and juvenile detention centers are being checked on their compliance with the law. So far, only 12 states are in full compliance, according to the Justice Department; 36 others say they are working to comply.

Still, the department said in an email that it is sees "evidence of a very substantial effort nationwide" to satisfy the new standards.

The age separation has been especially complicated in states such as Texas that prosecute 17-year-olds as adults. Advocates say some facilities still question whether the federal mandate applies to them.

In many jurisdictions, one of the biggest barriers is summoning the political will to make changes, said Brenda Smith, who was a member of the National Prison Rape Elimination Commission, which helped develop the standards.

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**VILLAGE OF WELLINGTON
WELLINGTON COUNCIL
PUBLIC HEARING
ZONING TEXT AMENDMENT**

In accordance with the requirements of Chapter 163, Part II, Florida Statutes, the Wellington Council will hold public hearing on the adoption of the following Ordinance.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 6.4.4.20 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS; AMENDING SECTION 6.10.7.B.4 OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO BED AND BREAKFAST ESTABLISHMENTS IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Said public hearing will be held as follows:
WELLINGTON COUNCIL
Location: Village Hall, 12300 Forest Hill Blvd, Wellington, Florida.
Date: September 27, 2016 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business.

The hearings of the request may be continued from time to time as may be found necessary.

All interested parties are invited to attend and be heard with respect to the proposed ordinance. Copies of all documents pertaining to the proposed ordinance are available in the Planning and Zoning Division at the address listed below and can be reviewed by the public Monday through Thursday between the hours of 7:00 a.m. and 6:00 p.m.

**Planning & Zoning Division
12300 West Forest Hill Boulevard
Wellington, Florida, 33414
(561) 753-2430**

Appeals: If a person decides to appeal any decision with respect to any matter considered at such hearing, he/she will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. All appeals must be filed in accordance with the applicable provisions of the Wellington Land Development Regulations.

Pursuant to the provisions of the Americans With Disabilities Act, any person requiring special accommodations to participate in this hearing, because of a disability or physical impairment, should contact the Wellington Manager's Office at (561) 791-4000 at least five calendar days prior to the Hearing.

Dated: September 6, 2016
Publish: The Post September 12, 2016

Free "Senior Survival" Workshop

Hear about the new Tax Laws and new Medicaid Laws and these topics:

LIVING TRUSTS

- Why Living Trusts can still benefit middle class people who have no concern about estate taxes.
- How trusts can be created or revised to protect your children's inheritance from divorce and creditors.
- Why you may need to revise your existing Living Trust in light of the new estate tax laws.

NURSING HOME - MEDICAID

- What you may own and still be eligible for Medicaid
- The truth about look-back rules... why you may still be eligible for Medicaid even if you've transferred money in the last 5 years
- How you may still be eligible for Medicaid for nursing home care even if you earn more than \$2,199 per month (the income cap in Florida)
- How you may provide for your spouse before you spend it all on nursing home expenses
- How assets may still be preserved if you are currently in a nursing home
- How an irrevocable trust may preserve and protect assets
- Why your nursing home insurance may be inadequate to meet your needs

VETERANS BENEFITS

- How Veterans and their widows may receive VA benefits to assist with home care, assisted living, or nursing home care expenses.

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Port St. Lucie	Palm Beach Gardens	Boynton Beach
Tuesday, Sept. 13, 2016 1:30 p.m. to 4:00 p.m. Port St. Lucie Holiday Inn 10120 S. Federal Highway (North of Port St. Lucie Blvd.)	Wednesday, Sept. 14, 2016 1:30 p.m. to 4:00 p.m. Palm Beach Gardens Marriott 4000 RCA Blvd. (East of I-95, south of PGA Blvd.)	Thursday, Sept. 15, 2016 1:30 p.m. to 4:00 p.m. Courtyard by Marriott 1601 N. Congress Avenue (Between Boynton Beach Blvd. and Gateway Blvd.)

*** NO RESERVATIONS NECESSARY * REFRESHMENTS SERVED ***

Workshops are conducted by Joseph S. Karp and Genny Bernstein, Florida Certified Elder Law Attorneys

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Joseph S. Karp

Genny Bernstein

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Some people find hotel rooms to be cool – you might want to bring along a jacket or sweater



Village of Wellington

Legislation Text

File #: 16-0376, **Version:** 1

ITEM: ORDINANCE NO. 2016-21 (FISCAL YEAR 2016/2017 CAPITAL IMPROVEMENT ELEMENT UPDATE)

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, UPDATING THE WELLINGTON COMPREHENSIVE PLAN BY INCORPORATING THE ANNUAL REVIEW AND REVISIONS TO THE CAPITAL IMPROVEMENTS ELEMENT TO REFLECT THE 2016/2017 THROUGH 2021/2022 FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR LEVEL OF SERVICE PROJECTS; AND UPDATING THE SCHOOL DISTRICT OF PALM BEACH COUNTY CAPITAL IMPROVEMENT SCHEDULE; PROVIDING FOR CONFLICT AND SEVERABILITY; AUTHORIZING THE MANAGER TO UPDATE THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUEST: Approval on Second Reading Ordinance No. 2016-21 updating the Capital Improvement Element (CIE) Schedule for Level of Service Improvements for Fiscal Years 2016/2017 to 2021/2022 (Table CIE 1) and the School District of Palm Beach County Capital Improvement Schedule (Table CIE 2) located in the Capital Improvement Element of Wellington's Comprehensive Plan.

EXPLANATION: In accordance with Section 163.3177, Florida Statutes, Wellington has conducted its annual review of the Capital Improvements Element (CIE). The attached Table CIE 1 describes changes to the previous FY 2016/2017 adopted CIE Table:

- Funding for the Reuse Water and Distribution Expansion has been deferred.
- Removal of South Shore Boulevard Phase III, Huntington Drive Sidewalk Project, and School Crossing at Lake Worth Road and 120th Avenue as these projects have been completed.
- The following Capital Improvements Projects (CIP) projects have been added contingent on approval of the 2016/2017 CIP Budget:
 - Surface Water Management System Improvements to improve flood control, adherence to NPDES requirements and water quality.
 - Construct turn lanes and rework drainage at Big Blue Trace/Barberry Drive and Big Blue Trace/Wiltshire Drive Intersections and to extend the turn lane at Pierson Road and South Shore Boulevard.
 - Road and pathway circulation expansion enhancing the Village's transportation system, focusing on non-vehicular connections to key destinations.
 - C1 culvert installation, bridle path crossing and bridle trail installation along Flying Cow Road.

Updates to Table CIE 2 Palm Beach County School District Ten Year Capital Improvement Schedule approved annually by the Palm Beach County School Board is adopted by reference. Two tables were included for the School District Capital Improvement Plan based on the outcome of the Sales Tax Referendum on November 8, 2016.

BUDGET AMENDMENT REQUIRED: NO

PUBLIC HEARING: YES **QUASI-JUDICIAL:** NO

File #: 16-0376, Version: 1

FIRST READING:**SECOND READING: YES****LEGAL SUFFICIENCY: YES****FISCAL IMPACT:** Estimated costs approved in the FY 2016/2017 CIP Budget.**WELLINGTON FUNDAMENTAL:** Responsive Government

RECOMMENDATION: Approve on Second Reading Ordinance No. 2016-21 updating the Capital Improvement Element (CIE) Schedule for Level of Service Improvements for Fiscal Years 2016/2017 to 2021/2022 (Table CIE 1) and the School District of Palm Beach County Capital Improvement Schedule (Table CIE 2) located in the Capital Improvement Element of Wellington's Comprehensive Plan.

ORDINANCE NO. 2016-21

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, UPDATING THE WELLINGTON COMPREHENSIVE PLAN BY INCORPORATING THE ANNUAL REVIEW AND REVISIONS TO THE CAPITAL IMPROVEMENTS ELEMENT TO REFLECT THE 2016/2017 THROUGH 2021/2022 FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR LEVEL OF SERVICE PROJECTS; AND UPDATING THE SCHOOL DISTRICT OF PALM BEACH COUNTY CAPITAL IMPROVEMENT SCHEDULE; PROVIDING FOR CONFLICT AND SEVERABILITY; AUTHORIZING THE MANAGER TO UPDATE THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 163.3161 et. seq., Florida Statutes established the Local Government Comprehensive Planning and Land Development Regulation Act; and

WHEREAS, Wellington adopted its Comprehensive Plan on January 19, 1999, by Ordinance No. 99-01, and

WHEREAS, the Wellington Comprehensive Plan is consistent with all state requirements; and

WHEREAS, Wellington has conducted an annual review of the Capital Improvements Element of the Comprehensive Plan as required by Section 163.3177(3)(b) of the Florida Statutes, and finds the 5-year schedule maintains consistency with Wellington's 2016/2017 Capital Improvements Budget and maintains the adopted levels of service; and

WHEREAS, the School District of Palm Beach County annual updates and adopts a Capital Improvement Schedule which is included and adopted by reference in the Capital Improvements Element of Wellington's Comprehensive Plan; and

WHEREAS, the Wellington Council desires to adopt the update of the current comprehensive plan to guide and control the future development of Wellington, and to preserve, promote and protect the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF WELLINGTON, FLORIDA, THAT:

SECTION 1: The above recitals are true and correct.

SECTION 2: The Capital Improvements Element of the Wellington Comprehensive Plan is hereby updated as set forth in Exhibit "A" attached hereto and made a part hereof.

SECTION 3: The Manager is hereby directed to update the Comprehensive Plan in accordance with this Ordinance.

1 **SECTION 4:** Should any section paragraph, sentence, clause, or phrase of this
2 Ordinance be declared by a court of competent jurisdiction to be invalid, such decision
3 shall not affect the validity of this Ordinance as a whole or any portion or part thereof,
4 other than the part to be declared invalid.
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6 **SECTION 5:** Should any section, paragraph, sentence, clause, or phrase of this
7 Ordinance conflict with any section, paragraph, clause or phrase of any prior Wellington
8 Ordinance, Resolution, or Municipal Code provision, then in that event the provisions of
9 this Ordinance shall prevail to the extent of such conflict.
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11 **SECTION 6:** The effective date of this update shall be effective immediately
12 upon adoption.
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PASSED this 13th day of September, 2016 upon first reading.

PASSED AND ADOPTED this _____ day of _____, 2016, on second and final reading.

WELLINGTON

FOR

AGAINST

BY:

Anne Gerwig, Mayor

John T. McGovern, Vice Mayor

Michael Drahos, Councilman

Michael J. Napoleone, Councilman

Tanya Siskind, Councilwoman

ATTEST:

BY:

Rachel Callovi, Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY:

Laurie Cohen, Village Attorney

Exhibit "A"
Capital Improvements Element

Table CIE 1 - Wellington Capital Improvement Plan 5 years: 2016/2017 through 2021/2021
Level of Service Projects

Project	Location	Description	Funding Year	Funding Source	Funding Status	Budget
South Shore Boulevard Phase III	Lake Worth Road South to 50th Street	Expansion of existing roadway to a two-lane median roadway. Re-align to center in right-of-way with sidewalk on one side, bridle trail on other. Raise roadway for improved drainage.	FY 2012/2013	Collected Impact Fees, Gas Tax and Drainage Assessments	Committed	\$2,600,000
Reuse Water Distribution Expansion	Village Wide	Expand reuse water system	FY 2013/2014	Collected Wastewater Capacity Fees	Committed Deferred	\$2,000,000
ACME 10 Year Flood Mitigation Program	Canals: C2, C8, C9, C24 Roadways: Forest Hill Blvd, Wellington Trace East	Improved conveyance and roadway drainage.	FY 2013/2014	Drainage Assessments	Committed	\$12,200,000
120th Avenue South Road Project	120 th Avenue South	Pave approximately 5,200 LF of existing shellrock roadway from 50 th Street to Lake Worth Road.	FY 2015/2016	Collected General Fund Revenues and Road Impact Fees	Committed	\$1,885,000
Aeroclub Multiuse Path Project	Aeroclub	Construct approximately new 2.1 mile multiuse path	FY 2015/2016	Collected General Fund Revenues	Committed	\$675,000
Huntington Drive Sidewalk Project	Huntington Drive	Construct 850 LF of new sidewalk.	FY 2015/2016	Collected General Fund Revenues	Committed	\$45,000
Saddle Trail Park Neighborhood Project	Saddle Trail Park South of Greenbriar Boulevard	Pave approximately 3.31 miles of existing shellrock roads and install approximately 3.31 miles of new water distribution piping and appurtenances.	FY 2015/2016	Special Assessments	Committed	\$5,400,000
Binks Pointe Multiuse Pathway	Binks Forest Drive trail to Flying Cow Pathway	Install multiuse pathway from Binks Pointe development to connect to Wellington Environmental Preserve.	FY 2015/2016	Committed Grant Funding, Special Assessments	Committed	\$370,000

				and Developer Contributions		
Pierson Road Realignment	Pierson Road	Shift road north between Santa Barbara and Southfields to continue bridle trail.	FY 2015/2016	Collected General Revenues	Committed	\$350,000
School Crossing at Lake Worth Road and 120th Avenue	Lake Worth Road and 120th Avenue	Construct additional school crossing.	FY 2015/2016	Collected Road Impact Fees	Committed	\$45,000
Stribling/Pierson Roundbout	Intersection of Pierson Road and Stribling Way	Construct new roundabout for traffic control.	FY 2015/2016	Collected Road Impact Fees	Committed	\$450,000
Equestrian Brown Trail Connector	Wellington Trace at C-15 Canal and C- 11 Canal	Culvert and bridle trail installation	FY 2015/2016	Committed Grant Funding, Special Assessments	Committed	\$400,000
<u>Surface Water Management System Improvements</u>	<u>Various Pump Stations</u>	<u>Add variable frequency drives and trash rakes to some pump stations</u>	<u>FY 2016/2017</u>	<u>Special Assessments</u>	<u>Committed</u>	<u>\$800,000</u>
<u>Turn Lanes & Traffic Engineering</u>	<u>Big Blue Trace/Barberry Drive and Big Blue Trace/Wiltshire Drive Intersections Pierson Road and South Shore</u>	<u>Construct added turn lanes and rework drainage at Big Blue/Barberry and Big Blue/Wiltshire intersections (add \$750,000 to current budget); Extend turn lane at Pierson and South Shore</u>	<u>FY 2016/2017</u>	<u>Gas Taxes and Municipal Revenue Sharing Proceeds</u>	<u>Committed</u>	<u>\$1,000,000</u>
<u>Road and Pathway Circulation Expansion</u>	<u>Various Areas</u>	<u>Enhancements to the Village transportation system, focusing on non- vehicular connections to key destinations</u>	<u>FY 2016/2017</u>	<u>Grant Funding and Impact Fees</u>	<u>Committed</u>	<u>200,000</u>
<u>C1 Bridle Path Crossing</u>	<u>C1 Canal</u>	<u>Construct culvert crossing at C1 canal, bridle crossing at Flying Cow Rd and 1,500 lf of bridle trail along Flying Cow Rd (potential grant)</u>	<u>FY 2017/2018</u>	<u>Grant Funding</u>	<u>Proposed</u>	<u>\$240,000</u>

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Table CIE 2 – School District of Palm Beach County Capital Improvement Schedule**FY 2017 - 2027 Capital Plan (including Sales Tax)***Draft as of August 12, 2016*

DRAFT

Summary of Appropriations

Category	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Construction Projects								
Addition and Remodeling Projects	\$ 2,521,714	\$ 19,850,000	\$ 18,904,150	\$ 17,178,853	\$ -	\$ 58,454,717	\$ -	\$ 58,454,717
Modernization and Replacement Projects	-	30,154,747	66,358,608	64,949,603	-	161,462,958	-	161,462,958
New Schools	-	-	-	-	-	-	135,362,265	135,362,265
Subtotal Construction Projects	2,521,714	50,004,747	85,262,758	82,128,456	-	219,917,675	135,362,265	355,279,940
Other Items								
Debt Service	154,770,065	153,770,065	153,770,065	157,890,065	157,450,000	777,650,260	960,500,000	1,738,150,260
Site Acquisition	1,088,640	1,600,000	500,000	500,000	11,660,000	15,348,640	14,520,000	29,868,640
Capital Contingency	7,573,658	10,482,148	17,673,496	22,071,850	(14,149,956)	43,651,196	94,100,142	137,751,338
Sales Tax Reserve	13,799,452	(13,799,452)	-	-	-	-	48,173,163	48,173,163
Restricted Reserve	-	-	-	-	-	-	-	-
Subtotal Other Items	177,231,815	152,052,761	171,943,561	180,461,915	154,960,044	836,650,096	1,117,293,305	1,953,943,401
Non-Construction								
Equipment	1,015,000	1,015,000	1,015,000	1,015,000	1,015,000	5,075,000	6,090,000	11,165,000
Facility Renewal	6,100,000	96,013,666	87,332,440	99,809,790	115,587,873	404,843,769	561,992,164	966,835,933
Facilities	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	20,000,000	24,000,000	44,000,000
Security	-	3,387,800	3,387,800	3,387,800	3,387,800	13,551,200	20,326,800	33,878,000
Education Technology	10,028,000	10,048,000	10,048,000	10,048,000	10,048,000	50,220,000	60,308,000	110,528,000
Technology	12,831,273	33,765,163	21,639,169	23,701,489	22,668,066	114,605,160	230,407,254	345,012,414
Transportation	10,909,000	10,297,600	10,297,600	10,297,600	10,297,600	52,099,400	61,785,600	113,885,000
Subtotal Non-Construction Projects	44,883,273	158,527,229	137,720,009	152,259,679	167,004,339	660,394,529	964,909,818	1,625,304,347
Transfers to General Fund								
Charter School Capital Outlay	3,100,000	5,470,110	5,470,110	5,470,110	5,470,110	24,980,440	32,820,660	57,801,100
Property and Flood Insurance	8,300,000	8,300,000	8,300,000	8,300,000	8,300,000	41,500,000	49,800,000	91,300,000
Equipment Maintenance	4,694,655	4,485,000	4,485,000	4,485,000	4,485,000	22,634,655	26,910,000	49,544,655
Facilities Maintenance	42,461,754	43,305,604	43,305,604	58,305,604	91,405,093	278,783,659	641,682,268	920,465,927
Security Maintenance	2,328,534	2,218,928	2,218,928	2,218,928	2,218,928	11,204,246	13,313,568	24,517,814
Education Technology Maintenance	2,768,540	2,728,273	2,629,273	2,630,273	2,631,273	13,387,632	15,807,638	29,195,270
Technology Maintenance	22,038,678	22,578,463	22,578,463	22,578,463	29,698,476	119,472,543	206,601,721	326,074,264
Transportation Maintenance	7,907,839	7,901,595	7,901,595	7,901,595	7,901,595	39,514,219	47,409,570	86,923,789
Subtotal Transfers to General Fund	93,600,000	96,987,973	96,888,973	111,889,973	152,110,475	551,477,394	1,034,345,425	1,585,822,819
Total Capital Budget	\$ 318,236,802	\$ 457,572,710	\$ 491,815,301	\$ 526,740,023	\$ 474,074,858	\$ 2,268,439,694	\$ 3,251,910,813	\$ 5,520,350,507



FY 2017 - 2027 Capital Plan (including Sales Tax)

Draft as of August 12, 2016

Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Construction Projects								
Addition and Remodeling Projects								
Delray Full Service Center Remodel & Fields for Village Academy	-	1,000,000	9,000,000	-	-	10,000,000	-	10,000,000
Forest Hill HS Parking Lot	-	650,000	-	-	-	650,000	-	650,000
Gold Coast CS Remodel Building 9 & 10	1,050,000	-	-	-	-	1,050,000	-	1,050,000
Old DD Eisenhower ES - Demo / restore	-	2,000,000	-	-	-	2,000,000	-	2,000,000
Old Gove ES - Demo / landbank	-	2,000,000	-	-	-	2,000,000	-	2,000,000
Old Plumosa ES - Demo / landbank	-	2,000,000	-	-	-	2,000,000	-	2,000,000
Plumosa School of Arts Expansion to K-8	-	-	904,150	17,178,853	-	18,083,003	-	18,083,003
Roosevelt Full Service Center Remodel	-	1,000,000	9,000,000	-	-	10,000,000	-	10,000,000
Village Academy Kitchen Expansion	-	1,200,000	-	-	-	1,200,000	-	1,200,000
West Tech Campus Modifications	1,471,714	10,000,000	-	-	-	11,471,714	-	11,471,714
Total Addition and Remodeling	2,521,714	19,850,000	18,904,150	17,178,853	-	58,454,717	-	58,454,717
Modernization and Replacement Projects								
Addison Mizner ES Modernization	-	1,003,785	19,071,919	-	-	20,075,704	-	20,075,704
Grove Park ES Modernization	-	-	813,318	15,453,042	-	16,266,360	-	16,266,360
Melaleuca ES Modernization	-	-	985,840	18,730,960	-	19,716,800	-	19,716,800
Pine Grove ES Modernization	-	-	544,677	10,348,855	-	10,893,532	-	10,893,532
Transportation - North Modernization	-	-	12,500,000	-	-	12,500,000	-	12,500,000
Transportation - South Modernization	-	12,500,000	-	-	-	12,500,000	-	12,500,000
Transportation - West Central	-	15,000,000	-	-	-	15,000,000	-	15,000,000
Verde ES Modernization	-	1,171,883	22,265,781	-	-	23,437,664	-	23,437,664
Washington ES Modernization	-	479,079	9,102,507	-	-	9,581,586	-	9,581,586
Wynnebrook ES Modernization	-	-	1,074,566	20,416,746	-	21,491,312	-	21,491,312
Total Modernizations and Replacements	-	30,154,747	66,358,608	64,949,603	-	161,462,958	-	161,462,958
New Schools								
Greater WPB/Lake Worth Area High (03-000)	-	-	-	-	-	-	56,070,000	56,070,000
Minto West/ Acreage Area ES (15-A)	-	-	-	-	-	-	27,104,711	27,104,711
Scripps/Gardens Area ES (04-A)	-	-	-	-	-	-	26,392,343	26,392,343
South West Area ES (05-C)	-	-	-	-	-	-	25,795,211	25,795,211
Total New Schools	-	-	-	-	-	-	135,362,265	135,362,265
Total Construction Projects	2,521,714	50,004,747	85,262,758	82,128,456	-	219,917,675	135,362,265	355,279,940



FY 2017 - 2027 Capital Plan (including Sales Tax)
Draft as of August 12, 2016

Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Other Items								
Debt Service								
Lease Payments for Certificates of Participation	146,000,000	145,000,000	145,000,000	152,000,000	156,000,000	744,000,000	960,500,000	1,704,500,000
Lease Payments for Equipment Lease 2015	1,490,065	1,490,065	1,490,065	1,490,065	-	5,960,260	-	5,960,260
Lease Payments for Bus Lease 2014	2,880,000	2,880,000	2,880,000	-	-	8,640,000	-	8,640,000
Lease Payments for Bus Lease 2015	2,950,000	2,950,000	2,950,000	2,950,000	-	11,800,000	-	11,800,000
Lease Payments for Bus Lease 2016	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	7,250,000	-	7,250,000
Total Required Debt Service	154,770,065	153,770,065	153,770,065	157,890,065	157,450,000	777,650,260	960,500,000	1,738,150,260
Site Acquisition								
Site Acquisition	1,088,640	1,100,000	-	-	11,160,000	13,348,640	11,520,000	24,868,640
Facility Leases	-	500,000	500,000	500,000	500,000	2,000,000	3,000,000	5,000,000
Total Site Acquisition	1,088,640	1,600,000	500,000	500,000	11,660,000	15,348,640	14,520,000	29,868,640
Contingency								
Capital Contingency	7,573,658	10,482,148	17,673,496	22,071,850	(14,149,956)	43,651,196	94,100,142	137,751,338
Sales Tax Reserves	13,799,452	(13,799,452)	-	-	-	-	48,173,163	48,173,163
Total Contingency	21,373,110	(3,317,304)	17,673,496	22,071,850	(14,149,956)	43,651,196	142,273,305	185,924,501
Total Other Items	177,231,815	152,052,761	171,943,561	180,461,915	154,960,044	836,650,096	1,117,293,305	1,953,943,401



FY 2017 - 2027 Capital Plan (including Sales Tax)

Draft as of August 12, 2016

Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Non-Construction Projects and Transfers								
Required Non-Construction Payments								
Charter School Capital Outlay	3,100,000	5,470,110	5,470,110	5,470,110	5,470,110	24,980,440	32,820,660	57,801,100
Property and Flood Insurance	8,300,000	8,300,000	8,300,000	8,300,000	8,300,000	41,500,000	49,800,000	91,300,000
Total Required Non-Construction Payments	11,400,000	13,770,110	13,770,110	13,770,110	13,770,110	66,480,440	82,620,660	149,101,100
Equipment								
Capital Projects:								
AV Equipment Replacement Fund	200,000	200,000	200,000	200,000	200,000	1,000,000	1,200,000	2,200,000
Choice Furnishings	125,000	125,000	125,000	125,000	125,000	625,000	750,000	1,375,000
County-Wide Equipment (FF&E)	550,000	550,000	550,000	550,000	550,000	2,750,000	3,300,000	6,050,000
Musical Instruments	140,000	140,000	140,000	140,000	140,000	700,000	840,000	1,540,000
Subtotal Equipment Capital Projects	1,015,000	1,015,000	1,015,000	1,015,000	1,015,000	5,075,000	6,090,000	11,165,000
Transfers to General Fund:								
Transfer for Copier Maintenance	4,249,655	4,250,000	4,250,000	4,250,000	4,250,000	21,249,655	25,500,000	46,749,655
Transfer for Equipment Maintenance	335,000	125,000	125,000	125,000	125,000	835,000	750,000	1,585,000
Transfer for Library Software Support	110,000	110,000	110,000	110,000	110,000	550,000	660,000	1,210,000
Subtotal Equipment Transfers	4,694,655	4,485,000	4,485,000	4,485,000	4,485,000	22,634,655	26,910,000	49,544,655
Total Equipment	5,709,655	5,500,000	5,500,000	5,500,000	5,500,000	27,709,655	33,000,000	60,709,655
Facility Renewal Projects								
Capital Projects:								
Bleachers	-	263,500	440,200	1,528,100	2,704,900	4,936,700	2,603,900	7,540,600
Building Envelope	1,020,000	7,475,950	5,182,340	7,910,462	7,680,224	29,268,976	66,649,551	95,918,527
Compliance	-	5,019,831	6,024,411	9,035,866	6,160,869	26,240,977	43,778,216	70,019,193
Custodial Equipment	-	171,704	227,287	290,857	245,180	935,028	2,734,438	3,669,466
Fencing	-	764,929	803,688	1,026,046	854,170	3,448,833	4,854,787	8,303,620
Fire/Life/Safety	-	5,043,278	3,091,913	3,882,288	5,335,456	17,352,935	32,584,947	49,937,882
Furniture Replacement (FCA)	-	2,349,989	1,992,600	2,409,388	3,358,344	10,110,321	26,506,427	36,616,748
HVAC	-	25,856,658	22,440,555	26,270,568	28,961,622	103,529,403	111,544,020	215,073,423
Intercom/Sound Systems	-	2,632,120	2,676,008	2,187,822	4,092,028	11,587,978	12,493,429	24,081,407
Interior Repair/Improvement	-	14,665,283	13,827,806	15,043,496	18,637,562	62,174,147	89,667,759	151,841,906
Lighting	-	3,006,682	4,152,419	6,573,736	6,916,277	20,649,114	25,218,588	45,867,702
Parking Lot	-	2,245,206	1,766,431	3,491,089	3,523,258	11,025,984	20,264,042	31,290,026
Playfields and Exterior Repairs/Improvements	-	2,656,280	2,400,360	2,792,020	3,875,120	11,723,780	18,148,228	29,872,008
Plumbing	-	12,786,180	9,762,985	11,462,836	12,737,243	46,749,244	53,700,771	100,450,015
Roofs	5,080,000	11,076,076	12,543,437	5,905,216	10,505,620	45,110,349	51,243,061	96,353,410
Total Facility Renewal Projects	6,100,000	96,013,666	87,332,440	99,809,790	115,587,873	404,843,769	561,992,164	966,835,933



FY 2017 - 2027 Capital Plan (including Sales Tax)
Draft as of August 12, 2016

Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Other Facility Projects								
Capital Projects:								
Environmental Services	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	12,000,000	22,000,000
Minor Projects	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	12,000,000	22,000,000
Subtotal Other Facility Capital Projects	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	20,000,000	24,000,000	44,000,000
Transfers to General Fund:								
Transfer for Building Envelope Maintenance	1,219,520	2,219,520	2,219,520	2,219,520	2,219,520	10,097,600	13,317,120	23,414,720
Transfer for Capital Project Support	227,226	285,268	285,268	285,268	285,268	1,368,298	1,711,608	3,079,906
Transfer for Environmental Control	897,734	870,063	870,063	870,063	870,063	4,377,986	5,220,378	9,598,364
Transfer for Fire/Life/Safety	850,280	1,464,280	1,464,280	1,464,280	1,464,280	6,707,400	8,785,680	15,493,080
Transfer for Hurricane Prep	50,000	50,000	50,000	50,000	50,000	250,000	300,000	550,000
Transfer for HVAC Maintenance	2,436,060	2,436,060	2,436,060	2,436,060	2,436,060	12,180,300	14,616,360	26,796,660
Transfer for ITV Towers	96,000	106,000	106,000	106,000	106,000	520,000	636,000	1,156,000
Transfer for Maintenance of Facilities	33,267,999	33,250,169	33,250,169	48,250,169	81,349,658	229,368,164	581,349,658	810,717,822
Transfer for Maintenance Projects	917,655	-	-	-	-	917,655	-	917,655
Transfer for Preventative Maintenance	2,499,280	2,624,244	2,624,244	2,624,244	2,624,244	12,996,256	15,745,464	28,741,720
Subtotal Facilities Transfers	42,461,754	43,305,604	43,305,604	58,305,604	91,405,093	278,783,659	641,682,268	920,465,927
Total Facilities	46,461,754	47,305,604	47,305,604	62,305,604	95,405,093	298,783,659	665,682,268	964,465,927
Security								
Capital Projects:								
Security	-	3,387,800	3,387,800	3,387,800	3,387,800	13,551,200	20,326,800	33,878,000
Subtotal Security Projects	-	3,387,800	3,387,800	3,387,800	3,387,800	13,551,200	20,326,800	33,878,000
Transfers to General Fund:								
Transfer for Security	2,328,534	2,218,928	2,218,928	2,218,928	2,218,928	11,204,246	13,313,568	24,517,814
Subtotal Security Transfers	2,328,534	2,218,928	2,218,928	2,218,928	2,218,928	11,204,246	13,313,568	24,517,814
Total Security	2,328,534	5,606,728	5,606,728	5,606,728	5,606,728	24,755,446	33,640,368	58,395,814



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Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Non-Construction Projects and Transfers								
Educational Technology								
Capital Projects:								
Classroom Technology	10,008,000	10,008,000	10,008,000	10,008,000	10,008,000	50,040,000	60,048,000	110,088,000
Digital Divide	20,000	40,000	40,000	40,000	40,000	180,000	260,000	440,000
Subtotal Education Technology Projects	10,028,000	10,048,000	10,048,000	10,048,000	10,048,000	50,220,000	60,308,000	110,528,000
Transfers to General Fund:								
Transfer for Blackboard Engage (Edline/Gradequick)	583,625	527,000	528,000	529,000	530,000	2,697,625	3,200,000	5,897,625
Transfer for Equipment Maintenance	350,000	350,000	250,000	250,000	250,000	1,450,000	1,500,000	2,950,000
Transfers for Data Warehouse	1,834,915	1,851,273	1,851,273	1,851,273	1,851,273	9,240,007	11,107,638	20,347,645
Subtotal Educational Technology Transfers	2,768,540	2,728,273	2,629,273	2,630,273	2,631,273	13,387,632	15,807,638	29,195,270
Total Educational Technology	12,796,540	12,776,273	12,677,273	12,678,273	12,679,273	63,607,632	76,115,638	139,723,270
Technology								
Capital Projects:								
Computer Refresh	3,932,773	13,430,488	13,342,760	13,342,760	14,342,760	58,391,541	93,846,090	152,237,631
Cyber & Network Security	725,000	1,725,000	1,700,000	5,700,000	3,700,000	13,550,000	16,075,000	29,625,000
Data Center Optimization	675,000	157,500	165,375	173,644	685,966	1,857,485	2,678,799	4,536,284
Disk Storage - Infrastructure	1,400,000	9,050,000	800,000	1,050,000	800,000	13,100,000	14,300,000	27,400,000
Enterprise Software	200,000	200,000	200,000	250,000	200,000	1,050,000	1,450,000	2,500,000
Hardware/Software	73,500	77,175	81,034	85,085	89,340	406,134	632,365	1,038,499
Networks	2,825,000	3,025,000	2,200,000	1,150,000	1,150,000	10,350,000	84,725,000	95,075,000
Phone System Upgrade	-	4,500,000	100,000	100,000	100,000	4,800,000	5,000,000	9,800,000
Servers	500,000	100,000	1,550,000	350,000	100,000	2,600,000	2,700,000	5,300,000
Student System Replacement	2,500,000	1,500,000	1,500,000	1,500,000	1,500,000	8,500,000	9,000,000	17,500,000
Subtotal Technology Projects	12,831,273	33,765,163	21,639,169	23,701,489	22,668,066	114,605,160	230,407,254	345,012,414
Transfers to General Fund:								
Transfer for Application Systems	2,098,875	2,042,599	2,042,599	2,042,599	2,606,931	10,833,603	18,135,492	28,969,095
Transfer for Business Operating Systems	1,747,712	1,852,842	1,852,842	1,852,842	2,364,748	9,670,986	16,450,711	26,121,697
Transfer for CAFM	1,190,601	1,188,777	1,188,777	1,188,777	1,517,214	6,274,146	10,554,721	16,828,867
Transfer for ERP	3,675,359	3,506,451	3,506,451	3,506,451	4,475,219	18,669,931	31,132,502	49,802,433
Transfer for IT Security	816,352	1,160,100	1,160,100	1,160,100	1,480,614	5,777,266	10,300,106	16,077,372
Transfer for Portal Project	51,558	56,330	56,330	56,330	71,893	292,441	500,133	792,574
Transfer for Project Management Initiative	17,743	-	-	-	-	17,743	-	17,743
Transfer for School Center Admin Technology	348,812	618,323	618,323	618,323	789,154	2,992,935	5,489,866	8,482,801
Transfer for Secondary Tech Maintenance	3,114,090	3,097,655	3,097,655	3,097,655	3,953,480	16,360,535	27,502,953	43,863,488
Transfer for Technology Infrastructure	8,295,812	8,080,386	8,080,386	8,080,386	11,194,848	43,731,818	77,878,567	121,610,385
Transfer for System Lifecycle Management	-	-	-	-	-	-	-	-
Endpoint Security	681,764	975,000	975,000	975,000	1,244,375	4,851,139	8,656,670	13,507,809
Subtotal Technology Transfers	22,038,678	22,578,463	22,578,463	22,578,463	29,698,476	119,472,543	206,601,721	326,074,264
Total Technology	34,869,951	56,343,626	44,217,632	46,279,952	52,366,542	234,077,703	437,008,975	671,086,678



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Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Non-Construction Projects and Transfers								
Transportation								
Capital Projects:								
Equipment Upgrades & Replacement	311,400	-	-	-	-	311,400	-	311,400
Vehicles - District-Wide	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000	7,200,000	13,200,000
Fuel Station Pump Replacement	300,000	-	-	-	-	300,000	-	300,000
Bus Replacement	9,097,600	9,097,600	9,097,600	9,097,600	9,097,600	45,488,000	54,585,600	100,073,600
Subtotal Transportation Projects	10,909,000	10,297,600	10,297,600	10,297,600	10,297,600	52,099,400	61,785,600	113,885,000
Transfers to General Fund:								
Transfer for Transportation Maintenance	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000	9,000,000	16,500,000
Transfer for Contracted Transportation	6,407,839	6,401,595	6,401,595	6,401,595	6,401,595	32,014,219	38,409,570	70,423,789
Subtotal Transportation Transfers	7,907,839	7,901,595	7,901,595	7,901,595	7,901,595	39,514,219	47,409,570	86,923,789
Total Transportation	18,816,839	18,199,195	18,199,195	18,199,195	18,199,195	91,613,619	109,195,170	200,808,789
Sub-total Non-Construction Projects	44,883,273	155,139,429	134,332,209	148,871,879	163,616,539	646,843,329	944,583,018	1,591,426,347
Sub-total Non-Construction Transfers	93,600,000	100,375,773	100,276,773	115,277,773	155,498,275	565,028,594	1,054,672,225	1,619,700,819
Total Non-Construction Projects and Transfers	138,483,273	255,515,202	234,608,982	264,149,652	319,114,814	1,211,871,923	1,999,255,243	3,211,127,166
Total Capital Budget	318,236,802	457,572,710	491,815,301	526,740,023	474,074,858	2,268,439,694	3,251,910,813	5,520,350,507
Total Revenues								
Total Capital Revenues	318,236,802	424,974,400	480,569,850	529,910,109	465,963,756	2,219,654,917	3,300,695,590	5,520,350,507
Budget (Shortfall) or Excess	-	(32,598,310)	(11,245,451)	3,170,086	(8,111,102)	(48,784,777)	48,784,777	-
Short Term Borrowing		32,598,310	11,245,451	-	8,111,102	51,954,863	57,922,842	109,877,705
Repayment of Short Term Borrowing		-	-	(3,170,086)	-	(3,170,086)	(106,707,619)	(109,877,705)
Adjusted Budget Position	-	-	-	-	-	-	-	-



FY 2017 - 2027 Capital Plan (including Sales Tax)

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Revenues

	Projected Revenues FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 21	FY 2022-27	FY 2017-27
State Sources								
Charter School Capital Outlay	\$ 3,100,000	\$ 5,470,110	\$ 5,470,110	\$ 5,470,110	\$ 5,470,110	\$ 24,980,440	\$ 32,820,660	\$ 57,801,100
CO & DS	2,355,781	2,355,781	2,355,781	2,355,781	2,355,781	11,778,905	14,134,686	25,913,591
West Tech Grant	1,471,714	-	-	-	-	1,471,714	-	1,471,714
PECO Bonds - Maintenance	3,767,900	4,187,911	4,963,491	5,363,033	5,363,033	23,645,368	32,178,198	55,823,566
Subtotal State Sources	10,695,395	12,013,802	12,789,382	13,188,924	13,188,924	61,876,427	79,133,544	141,009,971
Federal Sources								
E-rate Reimbursement from FCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,200,000	\$ 55,200,000
Subtotal Federal Sources	-	-	-	-	-	-	55,200,000	55,200,000
Local Sources								
<i>Property Values</i>	<i>178,613,927,082</i>	<i>189,672,104,314</i>	<i>199,138,987,802</i>	<i>208,573,418,604</i>	<i>218,577,035,160</i>			
Local Capital Improvement (1.5 mil)	\$ 257,204,055	\$ 273,127,830	\$ 286,760,142	\$ 300,345,723	\$ 314,750,931	\$ 1,432,188,681	\$ 2,231,867,812	\$ 3,664,056,493
Restricted Reserve and Project Closeouts	-	12,812,734	-	-	-	12,812,734	-	12,812,734
Impact Fees	6,682,300	7,350,530	7,350,530	7,350,530	7,350,530	36,084,420	44,103,180	80,187,600
Interest Income	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000	6,000,000	11,000,000
Subtotal Local Sources	264,886,355	294,291,094	295,110,672	308,696,253	323,101,461	1,486,085,835	2,281,970,992	3,768,056,827
Other Revenue Sources								
Certificates of Participation	\$ -	\$ -	\$ 50,440,207	\$ 82,128,456	\$ -	\$ 132,568,663	\$ 77,771,950	\$ 210,340,613
Sales Tax Revenue	42,655,052	118,669,504	122,229,589	125,896,476	129,673,371	539,123,992	806,619,104	1,345,743,096
Subtotal Other Revenue Sources	42,655,052	118,669,504	172,669,796	208,024,932	129,673,371	671,692,655	884,391,054	1,556,083,709
Total Revenues	\$ 318,236,802	\$ 424,974,400	\$ 480,569,850	\$ 529,910,109	\$ 465,963,756	\$ 2,219,654,917	\$ 3,300,695,590	\$ 5,520,350,507

**FY 2017 - 2027 Capital Plan***Draft as of August 12, 2016***Summary of Reductions without Sales Tax and COPs**

Category	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 17 - 21	FY 22 - 27	Total Reductions
Construction Projects								
Addition and Remodeling Projects	\$ -	\$ (19,850,000)	\$ (18,904,150)	\$ (17,178,853)	\$ -	\$ (55,933,003)	\$ -	\$ (55,933,003)
Modernization and Replacement Projects	-	(30,154,747)	(66,358,608)	(64,949,603)	-	(161,462,958)	-	(161,462,958)
New Schools	-	-	-	-	-	-	(135,362,265)	(135,362,265)
Subtotal Construction Projects	-	(50,004,747)	(85,262,758)	(82,128,456)	-	(217,395,961)	(135,362,265)	(352,758,226)
Other Items								
Debt Service	-	-	-	(7,000,000)	(11,000,000)	(18,000,000)	(86,500,000)	(104,500,000)
Site Acquisition	-	(1,600,000)	(500,000)	(500,000)	(11,660,000)	(14,260,000)	(14,520,000)	(28,780,000)
Capital Contingency	(5,350,530)	(10,482,148)	(17,673,496)	(22,071,850)	14,149,956	(41,428,068)	(86,253,500)	(127,681,568)
Sales Tax Reserve	(13,799,452)	13,799,452	-	-	-	-	(48,173,163)	(48,173,163)
Restricted Reserve	-	-	-	-	-	-	-	-
Subtotal Other Items	(19,149,982)	1,717,304	(18,173,496)	(29,571,850)	(8,510,044)	(73,688,068)	(235,446,663)	(309,134,731)
Non-Construction								
Equipment	-	-	-	-	-	-	-	-
Facility Renewal	(6,100,000)	(71,857,013)	(59,493,363)	(72,518,910)	(102,388,799)	(312,358,085)	(372,726,967)	(685,085,052)
Facilities	-	5,350,530	5,350,530	5,350,530	5,350,530	26,752,650	32,103,180	58,855,830
Security	-	(2,387,800)	(2,387,800)	(1,387,800)	(2,387,800)	(8,551,200)	(2,384,040)	(10,935,240)
Education Technology	(10,008,000)	(7,008,000)	(7,008,000)	(7,008,000)	(8,008,000)	(39,040,000)	(25,048,000)	(64,088,000)
Technology	(2,450,000)	(21,530,488)	(11,392,760)	(12,042,760)	(14,542,760)	(61,958,768)	(75,455,922)	(137,414,690)
Transportation	(10,297,600)	(5,547,600)	(5,547,600)	(5,547,600)	(7,297,600)	(34,238,000)	(21,285,600)	(55,523,600)
Subtotal Non-Construction Projects	(28,855,600)	(102,980,371)	(80,478,993)	(93,154,540)	(129,274,429)	(429,393,403)	(464,797,349)	(894,190,752)
Transfers to General Fund								
Charter School Capital Outlay	-	-	-	-	-	-	-	-
Property and Flood Insurance	-	-	-	-	-	-	-	-
Equipment Maintenance	-	-	-	-	-	-	-	-
Facilities Maintenance	-	-	-	-	-	-	-	-
Security Maintenance	-	-	-	-	-	-	-	-
Education Technology Maintenance	-	-	-	-	-	-	-	-
Technology Maintenance	-	-	-	-	-	-	-	-
Transportation Maintenance	-	-	-	-	-	-	-	-
Subtotal Transfers to General Fund	-	-	-	-	-	-	-	-
Total Reductions	\$ (48,005,582)	\$ (151,267,814)	\$ (183,915,247)	\$ (204,854,846)	\$ (137,784,473)	\$ (720,477,432)	\$ (835,606,277)	\$ (1,556,083,709)



MEMORANDUM

DATE: September 27, 2016

TO: Village Council

FROM: Bob Basehart

RE: Ordinance 2016-21 FY 2016/2017 Annual CIE Element Review Update

Pursuant to Section 163.3177(3)(b) of Florida Statutes, local governments are required to undertake an annual review of the Capital Improvement Element to update the Five-Year Capital Improvement Plan (CIP) for Level of Service (LOS) projects. The update to the schedule is not considered an amendment to the Comprehensive Plan. Staff has conducted the review and is proposing the following changes to Table CIE 1 of the Comprehensive Plan:

- Funding for the Reuse Water and Distribution Expansion has been deferred.
- Removal of South Shore Boulevard Phase III, Huntington Drive Sidewalk Project, and School Crossing at Lake Worth Road and 120th Avenue as these projects have been completed.
- The following Capital Improvements Projects (CIP) projects have been added contingent on approval of the 2016/2017 CIP Budget:
 - Surface Water Management System Improvements to improve flood control, adherence to NPDES requirements and water quality.
 - Construct turn lanes and rework drainage at Big Blue Trace/Barberry Drive and Big Blue Trace/Wiltshire Drive Intersections and to extend the turn lane at Pierson Road and South Shore Boulevard.
 - Road and pathway circulation expansion enhancing the Village's transportation system, focusing on non-vehicular connections to key destinations.
 - C1 culvert installation, bridle path crossing and bridle trail installation along Flying Cow Road.

In addition, Table CIE 2 – School District of Palm Beach County Capital Improvement Schedule has been amended and is hereby adopted by reference as permitted by F.S. 163.3177(3)(b). Two tables were included for the School District Capital Improvement Plan based on the outcome of the Sales Tax Referendum on November 8, 2016.

CAPITAL IMPROVEMENTS ELEMENT GOALS, OBJECTIVES AND POLICIES

GOAL 1.0: *Undertake the capital improvements necessary to provide adequate infrastructure, in a timely and efficient manner to maintain a high quality of life within the limits imposed by sound fiscal practices.*

Objective 1.1: Use the capital improvements element to identify the capital facilities necessary to meet deficiencies, accommodate desired future growth and replace obsolete or worn-out facilities. In particular, The Wellington Council shall use this element to monitor public facility needs and to prepare an annual capital budget and an annually updated five-year program.

Policy 1.1.1: In setting priorities for capital improvement projects, the following criteria shall be considered by The Wellington Council:

- (1) Is the project necessary to eliminate public hazards or to protect or enhance the public's health, safety and/or welfare?
- (2) Is the project necessary to comply with a Federal, State or local mandate?
- (3) Is the project required to fulfill Wellington's obligation to provide public services to the community or achieve or maintain an adopted level of service, or eliminate an existing capacity deficit?
- (4) Do the project benefits accrue to the whole community or to a specific neighborhood or area?
- (5) Does the project enhance the efficiency or quality of service delivery?
- (6) Does the project otherwise conform with principles of sound municipal capital expenditure within the scope of the Council's legislative authority?
- (7) Such other criteria as The Wellington Council may choose.

Policy 1.1.2: Wellington shall prudently determine the amount of debt it assumes for capital improvements and other purposes. At a minimum Wellington shall not assume debt obligations which would exceed the legal limitations established by state laws.

Policy 1.1.3: Wellington shall maintain a current inventory of all Wellington and Acme Improvement District - owned capital facilities; the inventory shall include information on the type, capacity, location and condition of each facility and/or facility group.

Policy 1.1.4: Wellington shall regularly schedule inspections of all capital facilities to monitor and record conditions.

Policy 1.1.5: Wellington may use designated funding mechanisms such as special assessments thereby freeing general funds for Wellington - wide projects and operations.

Policy 1.1.6: Each year Wellington shall prepare and adopt a five-year capital improvements program and a one-year capital budget, to generally include all projects, which entail expenditures of at least \$25,000 and have a useful life span of at least three years. Staff studies, engineering studies and other appropriate studies shall form the basis for preparing the five-year capital improvement program and the one-year capital budget. Among items which are specifically authorized and encouraged by this policy are the following: sidewalk repair and replacement; roadway and right-of-way drainage; street lighting; traffic signs, traffic engineering, signalization, and pavement markings; and debt service and current expenditures for transportation capital projects in the foregoing program areas including construction or reconstruction of roads. The preceding list is intended to fulfill the requirement of state law that limit the expenditure of certain gas tax revenues to projects identified in the Capital Improvements Element and to otherwise be illustrative of appropriate expenditure categories. Other capital expenditures in related and different projects are hereby authorized.

Policy 1.1.7: Wellington will implement the level of service projects listed in the capital improvement program of this Capital Improvements Element according to the schedule listed in Table 1. The capital improvement program is updated annually.

Policy 1.1.8: Wellington has adopted a debt policy and will monitor and adhere to the adopted policy.

Objective 1.2: Achieve the coordination of land use decisions and available or projected fiscal resources with a schedule of capital improvements which maintains adopted level of service standards and meets existing and future facility needs. In particular, achieve coordinated Wellington use of: 1) existing and already approved development, 2) the Future Land Use Map 3) the financial analysis in this element; and 4) the established Level of Service Standards in both reviewing development applications and in preparing the annual schedule of capital improvements.

Policy 1.2.1: The following Level of Service (LOS) standards shall be maintained:

- (1) **Streets:** Wellington shall regulate the timing of development for the purpose of maintaining at least the following peak hour level of service standards on streets and roads that lie within its municipal boundaries:

Street or Road	LOS	Qualifying criteria
State Road 7/US 441	D	or as otherwise allowed and mandated by the Florida Department of Transportation

Forest Hill Boulevard	D	or as otherwise allowed by applicable traffic standards.
All Wellington local, collector and arterial streets and roads	D	
All Wellington rural collector and arterial streets and roads	E	

- (2) **Public Transit:** Transit level-of-service standards as adopted by Palm Beach County are hereby adopted by reference and Wellington hereby makes a legislative determination that such standards are adopted in coordination with motorized traffic level-of-service standards as set forth in Policy 1.1 of the Traffic Circulation Sub-Element above.
- (3) **Paratransit Services:** Paratransit level-of-service standards as adopted by Palm Beach County are hereby adopted by reference. Wellington shall encourage Palm Beach County to maintain existing levels of service and to expand service to keep pace with population growth within Wellington.
- (4) **Sanitary Sewers:** The sanitary sewer system's rated capacity shall be at least 111 percent of "maximum day flow" of the preceding year. The sanitary sewer generation standard shall be 93 gallons per capita per day maximum 3-month daily average based on the total population served. The effluent standard shall be as required by governing state and federal authorities (Florida Department of Environmental Protection and Federal Environmental Protection Agency). State law requires that planning for capacity increase commence when the treatment facility capacity is projected to be reached in five years, the facility be in the design phase when the treatment facility capacity is projected to be reached in four years and the facility shall be in for permit when the treatment facility capacity is projected to be reached in three years. The sludge standard shall be as required by governing state and local authorities (Florida Department of Environmental Protection and the Federal Environmental Protection Agency). [Scrivener's note: The per capita generation standard reported at page A-49 of the Palm Beach County EAR is 70 gallons per capita per day. However, the actual generation is about 71 gallons based on the Acme service area population as given in the 1994 Capacity Analysis Report prepared by Hazen and Sawyer, P.C.]
- (5) **Potable Water:** In accordance with the State of Florida's 2005 legislative requirement, Wellington has created a 10-year Water Supply Facilities Work Plan (Work Plan) to be included as a part of the Comprehensive Plan. The Work Plan is included as a sub-element of the Infrastructure Element. The Work Plan identifies sources of traditional and alternative water supply projects and conservation and reuse programs as well as financial planning, facilities master planning, permitting, and efforts in coordinating in multi-jurisdictional projects. Florida Statutes require that the Five-Year Schedule of Capital Improvements include any water supply, reuse, and conservation projects and programs that will be implemented during the five-year period.

- (6) The Capital Improvements Schedule contained within the Work Plan identifies both projects scheduled to be completed within the next five (5) years to enable Wellington to meet its LOS for potable water and also to prepare for future demands. The schedule and allocation of funds for all current and future water supply projects, conservation projects, and reuse projects is included as Table 11 of the Work Plan. The table details the projects and identifies the funding sources.
- (7) **Drainage:** All residential and nonresidential development and redevelopment, including annexed properties, shall adequately accommodate runoff to meet all Federal, state and local requirements. Wellington hereby adopts the water quality standards included in Chapter 62 F.A.C. and shall ensure that storm water shall be treated in accordance with the provisions of Chapter 62, *FAC* in order to meet receiving water standards in Chapter 62 *FAC* one inch of runoff shall be retained on site. Post-development runoff shall not exceed peak pre development runoff. Wellington shall insure that annexed properties meet the standards contained herein or do not otherwise have a negative impact on Wellington's ability to meet stormwater quantity and quality requirements.
- (8) **Solid Waste:** The solid waste disposal system shall maintain a minimum of five years capacity. For Wellington planning purposes, a generation rate of 7.1 pounds per person per calendar day shall be used.
- (9) **Public Buildings:** 0.57 square foot of public buildings per capita.
- (10) **Public Schools:** The School District of Palm Beach County shall maintain minimum level of service standards for public school facilities, as defined in the Public School Facilities Element and the Interlocal Agreement. In the case of public school facilities, the issuance of development orders, development permits or development approvals shall be based upon the School District of Palm Beach County's ability to maintain the minimum level of service standards.

Objective 1.3 Future development will bear a proportionate cost of facility improvements necessitated by the development in order to maintain adopted level of service standards. This objective shall be made measurable through its implementing policies.

Policy 1.3.1: On November 10, 1998, and on January 24, 2004, Wellington adopted or amended impact fees and on March 1, 1999, commenced collecting those fees for all new construction. Wellington will continue to collect impact fees to ensure that future development bears a proportionate cost of facility development.

Objective 1.4 Wellington shall demonstrate its ability to provide or require provision of the needed improvements identified in this plan and to manage the land development process so that public facility needs created by previously issued development orders or future development orders do not exceed the ability of Wellington to fund or require

these improvements. This objective shall be made measurable through its implementing policies.

Policy 1.4.1: Concurrency management system formulas shall include the public facility demands to be created by “committed” development and the capital improvement schedule shall include the project implications of such committed development to assure facilities are provided concurrent with the impact of development.

Policy 1.4.2: Wellington shall not give development approval to any new construction, redevelopment or renovation project which creates a need for new or expanded public capital improvement unless the project pays its proportional share of the costs of these improvements which shall be at least equal to the impacts of the project.

Policy 1.4.3: Wellington shall maintain and improve as part of the land development code a concurrency management system. The concurrency management system shall specify that no development permit shall be issued unless: 1) the public facilities necessitated by a development (in order to meet level of service standards specified in the Traffic Circulation, Recreation and Open Space and Infrastructure Policies) are in place; or 2) the development permit is conditioned on an assurance that the necessary facilities will be in place concurrent with the impact of development. The requirement that no development permit shall be issued unless public facilities necessitated by the project are in place concurrent with the impacts of development shall be effective immediately.

Policy 1.4.4: For public school facilities, when a development includes a residential component, the developer shall provide Wellington a determination of capacity by the School District of Palm Beach County showing that the proposed development will meet the public school facilities level of service. The necessary public school facilities shall be considered to be in place when sufficient capacity exists in the concurrency service area (CSA) in which the proposed development is located, or an immediately adjacent CSA. A determination by the School District is not required for existing single-family lots of record, in accordance with the Public School Facilities Policy 1.1-h and Capital Improvement Element. Concurrency management for public schools shall be consistent with the requirements of the Public School Facilities Element of this Comprehensive Plan.

CAPITAL IMPROVEMENT ELEMENT IMPLEMENTATION SYSTEMS

Five-Year Schedule of Capital Improvements: Wellington shall identify a schedule of Capital Improvements. Exhibit CIE 1 of the Capital Improvements Element is the current (2014-15 fiscal budget year) schedule of improvements. Annually as part of Wellington’s budget review, the 5 year schedule of improvements shall be reviewed including the Palm Beach County School District’s most recently adopted 5 Year Plan. The Palm Beach County School District’s 5 Year Capital Improvement schedule for the current fiscal year (2014-2015) is reflected in CIE Exhibit “2”. Any necessary updates to the

schedule shall be adopted by resolution of Wellington's Council. Exhibit CIE 1 and CIE 2 shall be revised in accordance with the annually adopted resolution.

Other Programs: Other principal programs needed to implement this Element are as follows:

- (1) Continued annual capital programming and budgeting including use of the project selection criteria contained in Policy 1.1.
- (2) Continued annual review and revision of this element.
- (3) Enactment and enforcement of land development code provisions to assure conformance to the "concurrency" requirements relative to development orders, levels of service and public facility timing as outlined below.

Monitoring and Evaluation: The Wellington Manager or designee shall annually prepare a status report on this Capital Improvement Element for submittal to Wellington Council. The primary purpose shall be to update the five-year schedule including the basis for the next year's capital budget. The project evaluation criteria shall be used in the project list review and special attention shall be devoted to maintenance of the level of service standards. This entire evaluation process shall be integrated into Wellington's annual budget process.

Concurrency Management: Concurrency management shall be implemented as articulated in Capital Improvement Element Policy 1.4.3 and as indicated in the adopted Capital Improvements Plan Implementation Program & Concurrency Management System below.

MONITORING, UPDATING AND EVALUATION PROCEDURES

Revised Objectives and Policies: As a part of this EAR process, amendments to the goals, measurable objectives and policies based upon the above review, focusing on the 2014-2019 period but also including longer term objectives. The citizen participation procedures required by Florida law shall be used in amending the Plan.

**CAPITAL IMPROVEMENTS PLAN IMPLEMENTATION PROGRAM
&
CONCURRENCY MANAGEMENT SYSTEM**

To ensure the implementation of the adopted Comprehensive Plan, Wellington has developed the following program to ensure implementation of the capital improvement plan outlined in the Capital Improvement Element, and that the facilities and services needed to support development be concurrent with the impacts of such development.

Definitions

- (1) Concurrency - means that the necessary public facilities and services to maintain the adopted level of service standards are available or will be in place when impacts of the development occur.
- (2) Concurrency Management System - means the procedures and/or process that Wellington will utilize to assure that no development orders and permits will be issued which result in a reduction of the adopted level of service standards at the time that the development occurs.
- (3) Land Development Order - means any order granting, denying, or granting with conditions an application for a building permit, zoning permit, subdivision approval, rezoning, conditional use, variance or any other official action of Wellington having the effect of permitting the development of the land.

The system as defined herein is known as Wellington's Concurrency Management System. The following facilities are included in the system: roadways, potable water, sanitary sewer, solid waste, solid waste recycling and collection, drainage and recreation. Wellington has direct control over local roadways, potable water, sanitary sewer, solid waste recycling and collection services, and drainage and recreation facilities. Palm Beach County is responsible for arterial roadways.

CAPITAL IMPROVEMENTS PLAN IMPLEMENTATION PROGRAM

Wellington will annually prepare an updated five-year schedule of capital improvements. As part of the process, it shall include a review and analysis of Wellington's financial condition and shall include an updated projection of revenues which takes into account any changes in potential revenue sources that had been anticipated to fund scheduled improvements. In addition, it will incorporate any new capital improvements needs that have arisen since the last update. The analysis shall also include a discussion of any change in improvement prioritization.

Five-Year Evaluation. The required five-year evaluation and appraisal report shall address the implementation of the goals, objectives and policies of the Capital Improvement Element.

CONCURRENCY MANAGEMENT SYSTEM

Facility Capacity Determinations: The determination that there is adequate facility capacity for a proposed project shall be based on a formulation such as $(A + B) \text{ minus } (C + D + E)$ shall be greater than zero, where

- (A) Equals the total **design capacity** of existing facilities;
- (B) Equals the total **design capacity** of any **planned new facilities** that will become available concurrent with the impact of the proposed development;
- (C) Equals existing demand on facilities measured as traffic volumes, sewer and water flows or population;
- (D) Equals committed demand from approved projects that are not yet constructed; and
- (E) Equals the demand anticipated to be created by a proposed project.

Criteria for Measuring the Design Capacity of Existing and Planned New Facilities: The design capacity of existing and planned new facilities shall be determined as follows:

- (1) Sewage: the capacity of Wellington's sewage treatment system.
- (2) Water: the capacity of Wellington's water treatment and storage system.
- (3) Solid Waste: the capacity of Wellington's disposal system.
- (4) Drainage: The on-site detention capability and/or storm sewer capacity.

- (5) Roadways: The standard for measuring highway capacities shall be the Florida DOT Table of Generalized Two-Way Peak Hour Volumes for Urbanized Areas or other techniques that are compatible to the maximum extent feasible with FDOT standards and guidelines. The measurement of capacity may also be determined by engineering studies, provided that analysis techniques are technically sound and acceptable to the Wellington Engineer.
- (6) Recreation: Measurement shall be based on recreation data in the Comprehensive Plan plus the latest Wellington population estimate with any necessary interpretation provided by the Wellington Manager or designee thereof.
- (7) Transit: The County Transit Agency bus schedules for routes within Wellington.
- (8) Public Schools: The School District of Palm Beach County shall determine whether the level of service for public school facilities can be achieved and maintained.

Criteria for Counting the Capacity of Planned New Facilities: The capacity of planned new facilities may be counted only if one or more of the following can be demonstrated:

Facilities counted for water, sewer, solid waste and drainage: 1) the necessary facilities are in place and available at the time a certificate of occupancy is issued, or 2) such approval is issued subject to the condition that the necessary facilities will be in place and available when the impacts of development occur, or 3) the new facilities are guaranteed in an enforceable development agreement to be in place when the impacts of development occur. An enforceable development agreement may include, but is not limited to, development agreements pursuant to Section 163.3220, Florida Statutes, or an agreement or development order pursuant to Chapter 380, Florida Statutes (the Development of Regional Impact Authorization).

Facilities counted for recreation: 1) the same as set forth above for water, sewer, solid waste and drainage, except that construction may begin up to one year after issuance of a certificate of occupancy; or 2) the new facilities are the subject of a binding executed contract for the construction to be completed within one year of the time the certificate of occupancy is issued.

Facilities counted for traffic: The same as set forth above for water, sewer, solid waste and drainage, except that construction may begin up to three years after approval date.

Facilities counted for public schools: 1) the construction of the facilities or provisions of services is the subject of a binding and guaranteed contract for the time that the Development Order is issued with School District of Palm Beach County; or 2) the phasing and construction of the improvements are made binding conditions of approval of the Development Order or Development Permit; or 3) construction

appropriations are specified within the first three years of the most recently approved School District of Palm Beach County Six Year Capital Improvement Schedule, as reflected in Public Education Element which shall reflect the addition of FISH capacity for each school as shown in Appendix A Concurrency Service Area Table; or 4) in accordance with Policy 1.4.4 and upholding the exception detailed therein, prior to issuance of a Development Order/permit, the School District of Palm Beach County shall determine that the level of service for public school facilities can be achieved and maintained. The necessary public school facilities shall be considered to be in place when sufficient capacity exists in the concurrency service area (CSA) in which the proposed development is located, or in an immediately adjacent CSA.

Population utilized: Capacity computations shall be based on the latest population enumeration or estimate for level of service standards, which are based on population.

Responsibility for Concurrency Monitoring System: The manager or designee thereof shall be responsible for monitoring facility capacities and development activity to ensure that the concurrency management system data base is kept current, *i.e.*, includes all existing and committed development. This database shall be used to systematically update the formulas used to assess projects. An annual report shall be prepared.

Capacity Reservation: Any development permit application, which includes a specific plan for development, including densities and intensities, shall require a concurrency review. Compliance will be finally calculated and capacity reserved at the time of final action on a design review or building permit if no design review is required or enforceable developer agreement. Applications for development permits shall be chronologically logged upon approval to determine rights to available capacity. A capacity reservation shall be valid for a time to be specified in the land development code; if construction is not initiated during this period, the reservation shall be terminated.

Project Impact or Demand Measurement: The concurrency management user's procedural guide (a supplement to the land development code) will contain the formulas for calculating compliance, plus tables which provide generation rates for water use, sewer use, solid waste and traffic, by land use category. Alternative methods acceptable to the Wellington Manager or designee thereof may also be used by the applicant. For example, traffic generation may be based upon the Institute of Transportation Engineer's "Trip Generation" manual.

Table CIE 1 - Wellington Capital Improvement Plan 5 years: 2016/2017 through 2021/2022 Level of Service Projects

Project	Location	Description	Funding Year	Funding Source	Funding Status	Budget
South Shore Boulevard Phase III	Lake Worth Road South to 50 th Street	Expansion of existing roadway to a two lane median roadway. Re-align to center in right-of-way with sidewalk on one side, bridle trail on other. Raise roadway for improved drainage.	FY 2012/2013	Collected Impact Fees, Gas Tax and Drainage Assessments	Committed	\$2,600,000
Reuse Water Distribution Expansion	Village Wide	Expand reuse water system	FY 2013/2014	Collected Wastewater Capacity Fees	Committed Deferred	\$2,000,000
ACME 10 Year Flood Mitigation Program	Canals: C2, C8, C9, C24 Roadways: Forest Hill Blvd, Wellington Trace East	Improved conveyance and roadway drainage.	FY 2013/2014	Drainage Assessments	Committed	\$12,200,000
120th Avenue South Road Project	120 th Avenue South	Pave approximately 5,200 LF of existing shellrock roadway from 50 th Street to Lake Worth Road.	FY 2015/2016	Collected General Fund Revenues and Road Impact Fees	Committed	\$1,885,000
Aeroclub Multiuse Path Project	Aeroclub	Construct approximately new 2.1 mile multiuse path	FY 2015/2016	Collected General Fund Revenues	Committed	\$675,000
Huntington Drive Sidewalk Project	Huntington Drive	Construct 850 LF of new sidewalk.	FY 2015/2016	Collected General Fund Revenues	Committed	\$45,000
Saddle Trail Park Neighborhood Project	Saddle Trail Park South of Greenbriar Boulevard	Pave approximately 3.31 miles of existing shellrock roads and install approximately 3.31 miles of new water distribution piping and appurtenances.	FY 2015/2016	Special Assessments	Committed	\$5,400,000
Binks Pointe Multiuse Pathway	Binks Forest Drive trail to Flying Cow Pathway	Install multiuse pathway from Binks Pointe development to connect to Wellington Environmental Preserve.	FY 2015/2016	Committed Grant Funding, Special Assessments and Developer Contributions	Committed	\$370,000

CAPITAL IMPROVEMENTS ELEMENT

Pierson Road Realignment	Pierson Road	Shift road north between Santa Barbara and Southfields to continue bridle trail.	FY 2015/2016	Collected General Revenues	Committed	\$350,000
School Crossing at Lake Worth Road and 120th Avenue	Lake Worth Road and 120 th Avenue	Construct additional school crossing.	FY 2015/2016	Collected Road Impact Fees	Committed	\$45,000
Stribling/Pierson Roundbout	Intersection of Pierson Road and Stribling Way	Construct new roundabout for traffic control.	FY 2015/2016	Collected Road Impact Fees	Committed	\$450,000
Equestrian Brown Trail Connector	Wellington Trace at C-15 Canal and C-11 Canal	Culvert and bridle trail installation	FY 2015/2016	Committed Grant Funding, Special Assessments	Committed	\$400,000
<u>Surface Water Management System Improvements</u>	<u>Various Pump Stations</u>	<u>Add variable frequency drives and trash rakes to some pump stations</u>	<u>FY 2016/2017</u>	<u>Special Assessments</u>	<u>Committed</u>	<u>\$800,000</u>
<u>Turn Lanes & Traffic Engineering</u>	<u>Big Blue Trace/Barberry Drive and Big Blue Trace/Wiltshire Drive Intersections Pierson Road and South Shore</u>	<u>Construct added turn lanes and rework drainage at Big Blue/Barberry and Big Blue/Wiltshire intersections (add \$750,000 to current budget); Extend turn lane at Pierson and South Shore</u>	<u>FY 2016/2017</u>	<u>Gas Taxes and Municipal Revenue Sharing Proceeds</u>	<u>Committed</u>	<u>\$1,000,000</u>
<u>Road and Pathway Circulation Expansion</u>	<u>Various Areas</u>	<u>Enhancements to the Village transportation system, focusing on non-vehicular connections to key destinations</u>	<u>FY 2016/2017</u>	<u>Grant Funding and Impact Fees</u>	<u>Committed</u>	<u>200,000</u>
<u>C1 Bridle Path Crossing</u>	<u>C1 Canal</u>	<u>Construct culvert crossing at C1 canal, bridle crossing at Flying Cow Rd and 1,500 lf of bridle trail along Flying Cow Rd (potential grant)</u>	<u>FY 2017/2018</u>	<u>Grant Funding</u>	<u>Proposed</u>	<u>\$240,000</u>

Table 2 - School District of Palm Beach County Capital Improvement Schedule



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FY 2017 - 2027 Capital Plan (including Sales Tax)
Draft as of August 12, 2016

Summary of Appropriations

Category	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Construction Projects								
Addition and Remodeling Projects	\$ 2,521,714	\$ 19,850,000	\$ 18,904,150	\$ 17,178,853	\$ -	\$ 58,454,717	\$ -	\$ 58,454,717
Modernization and Replacement Projects	-	30,154,747	66,358,608	64,949,603	-	161,462,958	-	161,462,958
New Schools	-	-	-	-	-	-	135,362,265	135,362,265
Subtotal Construction Projects	2,521,714	50,004,747	85,262,758	82,128,456	-	219,917,675	135,362,265	355,279,940
Other Items								
Debt Service	154,770,065	153,770,065	153,770,065	157,890,065	157,450,000	777,650,260	960,500,000	1,738,150,260
Site Acquisition	1,088,640	1,600,000	500,000	500,000	11,660,000	15,348,640	14,520,000	29,868,640
Capital Contingency	7,573,658	10,482,148	17,673,496	22,071,850	(14,149,956)	43,651,196	94,100,142	137,751,338
Sales Tax Reserve	13,799,452	(13,799,452)	-	-	-	-	48,173,163	48,173,163
Restricted Reserve	-	-	-	-	-	-	-	-
Subtotal Other Items	177,231,815	152,052,761	171,943,561	180,461,915	154,960,044	836,650,096	1,117,293,305	1,953,943,401
Non-Construction								
Equipment	1,015,000	1,015,000	1,015,000	1,015,000	1,015,000	5,075,000	6,090,000	11,165,000
Facility Renewal	6,100,000	96,013,666	87,332,440	99,809,790	115,587,873	404,843,769	561,992,164	966,835,933
Facilities	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	20,000,000	24,000,000	44,000,000
Security	-	3,387,800	3,387,800	3,387,800	3,387,800	13,551,200	20,326,800	33,878,000
Education Technology	10,028,000	10,048,000	10,048,000	10,048,000	10,048,000	50,220,000	60,308,000	110,528,000
Technology	12,831,273	33,765,163	21,639,169	23,701,489	22,668,066	114,605,160	230,407,254	345,012,414
Transportation	10,909,000	10,297,600	10,297,600	10,297,600	10,297,600	52,099,400	61,785,600	113,885,000
Subtotal Non-Construction Projects	44,883,273	158,527,229	137,720,009	152,259,679	167,004,339	660,394,529	964,909,818	1,625,304,347
Transfers to General Fund								
Charter School Capital Outlay	3,100,000	5,470,110	5,470,110	5,470,110	5,470,110	24,980,440	32,820,660	57,801,100
Property and Flood Insurance	8,300,000	8,300,000	8,300,000	8,300,000	8,300,000	41,500,000	49,800,000	91,300,000
Equipment Maintenance	4,694,655	4,485,000	4,485,000	4,485,000	4,485,000	22,634,655	26,910,000	49,544,655
Facilities Maintenance	42,461,754	43,305,604	43,305,604	58,305,604	91,405,093	278,783,659	641,682,268	920,465,927
Security Maintenance	2,328,534	2,218,928	2,218,928	2,218,928	2,218,928	11,204,246	13,313,568	24,517,814
Education Technology Maintenance	2,768,540	2,728,273	2,629,273	2,630,273	2,631,273	13,387,632	15,807,638	29,195,270
Technology Maintenance	22,038,678	22,578,463	22,578,463	22,578,463	29,698,476	119,472,543	206,601,721	326,074,264
Transportation Maintenance	7,907,839	7,901,595	7,901,595	7,901,595	7,901,595	39,514,219	47,409,570	86,923,789
Subtotal Transfers to General Fund	93,600,000	96,987,973	96,888,973	111,889,973	152,110,475	551,477,394	1,034,345,425	1,585,822,819
Total Capital Budget	\$ 318,236,802	\$ 457,572,710	\$ 491,815,301	\$ 526,740,023	\$ 474,074,858	\$ 2,268,439,694	\$ 3,251,910,813	\$ 5,520,350,507



FY 2017 - 2027 Capital Plan (including Sales Tax)
Draft as of August 12, 2016

Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Construction Projects								
Addition and Remodeling Projects								
Delray Full Service Center Remodel & Fields for Village Academy	-	1,000,000	9,000,000	-	-	10,000,000	-	10,000,000
Forest Hill HS Parking Lot	-	650,000	-	-	-	650,000	-	650,000
Gold Coast CS Remodel Building 9 & 10	1,050,000	-	-	-	-	1,050,000	-	1,050,000
Old DD Eisenhower ES - Demo / restore	-	2,000,000	-	-	-	2,000,000	-	2,000,000
Old Gove ES - Demo / landbank	-	2,000,000	-	-	-	2,000,000	-	2,000,000
Old Plumosa ES - Demo / landbank	-	2,000,000	-	-	-	2,000,000	-	2,000,000
Plumosa School of Arts Expansion to K-8	-	-	904,150	17,178,853	-	18,083,003	-	18,083,003
Roosevelt Full Service Center Remodel	-	1,000,000	9,000,000	-	-	10,000,000	-	10,000,000
Village Academy Kitchen Expansion	-	1,200,000	-	-	-	1,200,000	-	1,200,000
West Tech Campus Modifications	1,471,714	10,000,000	-	-	-	11,471,714	-	11,471,714
Total Addition and Remodeling	2,521,714	19,850,000	18,904,150	17,178,853	-	58,454,717	-	58,454,717
Modernization and Replacement Projects								
Addison Mizner ES Modernization	-	1,003,785	19,071,919	-	-	20,075,704	-	20,075,704
Grove Park ES Modernization	-	-	813,318	15,453,042	-	16,266,360	-	16,266,360
Melaleuca ES Modernization	-	-	985,840	18,730,960	-	19,716,800	-	19,716,800
Pine Grove ES Modernization	-	-	544,677	10,348,855	-	10,893,532	-	10,893,532
Transportation - North Modernization	-	-	12,500,000	-	-	12,500,000	-	12,500,000
Transportation - South Modernization	-	12,500,000	-	-	-	12,500,000	-	12,500,000
Transportation - West Central	-	15,000,000	-	-	-	15,000,000	-	15,000,000
Verde ES Modernization	-	1,171,883	22,265,781	-	-	23,437,664	-	23,437,664
Washington ES Modernization	-	479,079	9,102,507	-	-	9,581,586	-	9,581,586
Wynnebrook ES Modernization	-	-	1,074,566	20,416,746	-	21,491,312	-	21,491,312
Total Modernizations and Replacements	-	30,154,747	66,358,608	64,949,603	-	161,462,958	-	161,462,958
New Schools								
Greater WPB/Lake Worth Area High (03-000)	-	-	-	-	-	-	56,070,000	56,070,000
Minto West/ Acreage Area ES (15-A)	-	-	-	-	-	-	27,104,711	27,104,711
Scripps/Gardens Area ES (04-A)	-	-	-	-	-	-	26,392,343	26,392,343
South West Area ES (05-C)	-	-	-	-	-	-	25,795,211	25,795,211
Total New Schools	-	-	-	-	-	-	135,362,265	135,362,265
Total Construction Projects	2,521,714	50,004,747	85,262,758	82,128,456	-	219,917,675	135,362,265	355,279,940



FY 2017 - 2027 Capital Plan (including Sales Tax)
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Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Other Items								
Debt Service								
Lease Payments for Certificates of Participation	146,000,000	145,000,000	145,000,000	152,000,000	156,000,000	744,000,000	960,500,000	1,704,500,000
Lease Payments for Equipment Lease 2015	1,490,065	1,490,065	1,490,065	1,490,065	-	5,960,260	-	5,960,260
Lease Payments for Bus Lease 2014	2,880,000	2,880,000	2,880,000	-	-	8,640,000	-	8,640,000
Lease Payments for Bus Lease 2015	2,950,000	2,950,000	2,950,000	2,950,000	-	11,800,000	-	11,800,000
Lease Payments for Bus Lease 2016	1,450,000	1,450,000	1,450,000	1,450,000	1,450,000	7,250,000	-	7,250,000
Total Required Debt Service	154,770,065	153,770,065	153,770,065	157,890,065	157,450,000	777,650,260	960,500,000	1,738,150,260
Site Acquisition								
Site Acquisition	1,088,640	1,100,000	-	-	11,160,000	13,348,640	11,520,000	24,868,640
Facility Leases	-	500,000	500,000	500,000	500,000	2,000,000	3,000,000	5,000,000
Total Site Acquisition	1,088,640	1,600,000	500,000	500,000	11,660,000	15,348,640	14,520,000	29,868,640
Contingency								
Capital Contingency	7,573,658	10,482,148	17,673,496	22,071,850	(14,149,956)	43,651,196	94,100,142	137,751,338
Sales Tax Reserves	13,799,452	(13,799,452)	-	-	-	-	48,173,163	48,173,163
Total Contingency	21,373,110	(3,317,304)	17,673,496	22,071,850	(14,149,956)	43,651,196	142,273,305	185,924,501
Total Other Items	177,231,815	152,052,761	171,943,561	180,461,915	154,960,044	836,650,096	1,117,293,305	1,953,943,401



FY 2017 - 2027 Capital Plan (including Sales Tax)
Draft as of August 12, 2016

Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Non-Construction Projects and Transfers								
Required Non-Construction Payments								
Charter School Capital Outlay	3,100,000	5,470,110	5,470,110	5,470,110	5,470,110	24,980,440	32,820,660	57,801,100
Property and Flood Insurance	8,300,000	8,300,000	8,300,000	8,300,000	8,300,000	41,500,000	49,800,000	91,300,000
Total Required Non-Construction Payments	11,400,000	13,770,110	13,770,110	13,770,110	13,770,110	66,480,440	82,620,660	149,101,100
Equipment								
Capital Projects:								
AV Equipment Replacement Fund	200,000	200,000	200,000	200,000	200,000	1,000,000	1,200,000	2,200,000
Choice Furnishings	125,000	125,000	125,000	125,000	125,000	625,000	750,000	1,375,000
County-Wide Equipment (FF&E)	550,000	550,000	550,000	550,000	550,000	2,750,000	3,300,000	6,050,000
Musical Instruments	140,000	140,000	140,000	140,000	140,000	700,000	840,000	1,540,000
Subtotal Equipment Capital Projects	1,015,000	1,015,000	1,015,000	1,015,000	1,015,000	5,075,000	6,090,000	11,165,000
Transfers to General Fund:								
Transfer for Copier Maintenance	4,249,655	4,250,000	4,250,000	4,250,000	4,250,000	21,249,655	25,500,000	46,749,655
Transfer for Equipment Maintenance	335,000	125,000	125,000	125,000	125,000	835,000	750,000	1,585,000
Transfer for Library Software Support	110,000	110,000	110,000	110,000	110,000	550,000	660,000	1,210,000
Subtotal Equipment Transfers	4,694,655	4,485,000	4,485,000	4,485,000	4,485,000	22,634,655	26,910,000	49,544,655
Total Equipment	5,709,655	5,500,000	5,500,000	5,500,000	5,500,000	27,709,655	33,000,000	60,709,655
Facility Renewal Projects								
Capital Projects:								
Bleachers	-	263,500	440,200	1,528,100	2,704,900	4,936,700	2,603,900	7,540,600
Building Envelope	1,020,000	7,475,950	5,182,340	7,910,462	7,680,224	29,268,976	66,649,551	95,918,527
Compliance	-	5,019,831	6,024,411	9,035,866	6,160,869	26,240,977	43,778,216	70,019,193
Custodial Equipment	-	171,704	227,287	290,857	245,180	935,028	2,734,438	3,669,466
Fencing	-	764,929	803,688	1,026,046	854,170	3,448,833	4,854,787	8,303,620
Fire/Life/Safety	-	5,043,278	3,091,913	3,882,288	5,335,456	17,352,935	32,584,947	49,937,882
Furniture Replacement (FCA)	-	2,349,989	1,992,600	2,409,388	3,358,344	10,110,321	26,506,427	36,616,748
HVAC	-	25,856,658	22,440,555	26,270,568	28,961,622	103,529,403	111,544,020	215,073,423
Intercom/Sound Systems	-	2,632,120	2,676,008	2,187,822	4,092,028	11,587,978	12,493,429	24,081,407
Interior Repair/Improvement	-	14,665,283	13,827,806	15,043,496	18,637,562	62,174,147	89,667,759	151,841,906
Lighting	-	3,006,682	4,152,419	6,573,736	6,916,277	20,649,114	25,218,588	45,867,702
Parking Lot	-	2,245,206	1,766,431	3,491,089	3,523,258	11,025,984	20,264,042	31,290,026
Playfields and Exterior Repairs/Improvements	-	2,656,280	2,400,360	2,792,020	3,875,120	11,723,780	18,148,228	29,872,008
Plumbing	-	12,786,180	9,762,985	11,462,836	12,737,243	46,749,244	53,700,771	100,450,015
Roofs	5,080,000	11,076,076	12,543,437	5,905,216	10,505,620	45,110,349	51,243,061	96,353,410
Total Facility Renewal Projects	6,100,000	96,013,666	87,332,440	99,809,790	115,587,873	404,843,769	561,992,164	966,835,933



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Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Other Facility Projects								
Capital Projects:								
Environmental Services	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	12,000,000	22,000,000
Minor Projects	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000	12,000,000	22,000,000
Subtotal Other Facility Capital Projects	4,000,000	4,000,000	4,000,000	4,000,000	4,000,000	20,000,000	24,000,000	44,000,000
Transfers to General Fund:								
Transfer for Building Envelope Maintenance	1,219,520	2,219,520	2,219,520	2,219,520	2,219,520	10,097,600	13,317,120	23,414,720
Transfer for Capital Project Support	227,226	285,268	285,268	285,268	285,268	1,368,298	1,711,608	3,079,906
Transfer for Environmental Control	897,734	870,063	870,063	870,063	870,063	4,377,986	5,220,378	9,598,364
Transfer for Fire/Life/Safety	850,280	1,464,280	1,464,280	1,464,280	1,464,280	6,707,400	8,785,680	15,493,080
Transfer for Hurricane Prep	50,000	50,000	50,000	50,000	50,000	250,000	300,000	550,000
Transfer for HVAC Maintenance	2,436,060	2,436,060	2,436,060	2,436,060	2,436,060	12,180,300	14,616,360	26,796,660
Transfer for ITV Towers	96,000	106,000	106,000	106,000	106,000	520,000	636,000	1,156,000
Transfer for Maintenance of Facilities	33,267,999	33,250,169	33,250,169	48,250,169	81,349,658	229,368,164	581,349,658	810,717,822
Transfer for Maintenance Projects	917,655	-	-	-	-	917,655	-	917,655
Transfer for Preventative Maintenance	2,499,280	2,624,244	2,624,244	2,624,244	2,624,244	12,996,256	15,745,464	28,741,720
Subtotal Facilities Transfers	42,461,754	43,305,604	43,305,604	58,305,604	91,405,093	278,783,659	641,682,268	920,465,927
Total Facilities	46,461,754	47,305,604	47,305,604	62,305,604	95,405,093	298,783,659	665,682,268	964,465,927
Security								
Capital Projects:								
Security	-	3,387,800	3,387,800	3,387,800	3,387,800	13,551,200	20,326,800	33,878,000
Subtotal Security Projects	-	3,387,800	3,387,800	3,387,800	3,387,800	13,551,200	20,326,800	33,878,000
Transfers to General Fund:								
Transfer for Security	2,328,534	2,218,928	2,218,928	2,218,928	2,218,928	11,204,246	13,313,568	24,517,814
Subtotal Security Transfers	2,328,534	2,218,928	2,218,928	2,218,928	2,218,928	11,204,246	13,313,568	24,517,814
Total Security	2,328,534	5,606,728	5,606,728	5,606,728	5,606,728	24,755,446	33,640,368	58,395,814



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Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Non-Construction Projects and Transfers								
Educational Technology								
Capital Projects:								
Classroom Technology	10,008,000	10,008,000	10,008,000	10,008,000	10,008,000	50,040,000	60,048,000	110,088,000
Digital Divide	20,000	40,000	40,000	40,000	40,000	180,000	260,000	440,000
Subtotal Education Technology Projects	10,028,000	10,048,000	10,048,000	10,048,000	10,048,000	50,220,000	60,308,000	110,528,000
Transfers to General Fund:								
Transfer for Blackboard Engage (Edline/Gradequick)	583,625	527,000	528,000	529,000	530,000	2,697,625	3,200,000	5,897,625
Transfer for Equipment Maintenance	350,000	350,000	250,000	250,000	250,000	1,450,000	1,500,000	2,950,000
Transfers for Data Warehouse	1,834,915	1,851,273	1,851,273	1,851,273	1,851,273	9,240,007	11,107,638	20,347,645
Subtotal Educational Technology Transfers	2,768,540	2,728,273	2,629,273	2,630,273	2,631,273	13,387,632	15,807,638	29,195,270
Total Educational Technology	12,796,540	12,776,273	12,677,273	12,678,273	12,679,273	63,607,632	76,115,638	139,723,270
Technology								
Capital Projects:								
Computer Refresh	3,932,773	13,430,488	13,342,760	13,342,760	14,342,760	58,391,541	93,846,090	152,237,631
Cyber & Network Security	725,000	1,725,000	1,700,000	5,700,000	3,700,000	13,550,000	16,075,000	29,625,000
Data Center Optimization	675,000	157,500	165,375	173,644	685,966	1,857,485	2,678,799	4,536,284
Disk Storage - infrastructure	1,400,000	9,050,000	800,000	1,050,000	800,000	13,100,000	14,300,000	27,400,000
Enterprise Software	200,000	200,000	200,000	250,000	200,000	1,050,000	1,450,000	2,500,000
Hardware/Software	73,500	77,175	81,034	85,085	89,340	406,134	632,365	1,038,499
Networks	2,825,000	3,025,000	2,200,000	1,150,000	1,150,000	10,350,000	84,725,000	95,075,000
Phone System Upgrade	-	4,500,000	100,000	100,000	100,000	4,800,000	5,000,000	9,800,000
Servers	500,000	100,000	1,550,000	350,000	100,000	2,600,000	2,700,000	5,300,000
Student System Replacement	2,500,000	1,500,000	1,500,000	1,500,000	1,500,000	8,500,000	9,000,000	17,500,000
Subtotal Technology Projects	12,831,273	33,765,163	21,639,169	23,701,489	22,668,066	114,605,160	230,407,254	345,012,414
Transfers to General Fund:								
Transfer for Application Systems	2,098,875	2,042,599	2,042,599	2,042,599	2,606,931	10,833,603	18,135,492	28,969,095
Transfer for Business Operating Systems	1,747,712	1,852,842	1,852,842	1,852,842	2,364,748	9,670,986	16,450,711	26,121,697
Transfer for CAFM	1,190,601	1,188,777	1,188,777	1,188,777	1,517,214	6,274,146	10,554,721	16,828,867
Transfer for ERP	3,675,359	3,506,451	3,506,451	3,506,451	4,475,219	18,669,931	31,132,502	49,802,433
Transfer for IT Security	816,352	1,160,100	1,160,100	1,160,100	1,480,614	5,777,266	10,300,106	16,077,372
Transfer for Portal Project	51,558	56,330	56,330	56,330	71,893	292,441	500,133	792,574
Transfer for Project Management Initiative	17,743	-	-	-	-	17,743	-	17,743
Transfer for School Center Admin Technology	348,812	618,323	618,323	618,323	789,154	2,992,935	5,489,866	8,482,801
Transfer for Secondary Tech Maintenance	3,114,090	3,097,655	3,097,655	3,097,655	3,953,480	16,360,535	27,502,953	43,863,488
Transfer for Technology Infrastructure	8,295,812	8,080,386	8,080,386	8,080,386	11,194,848	43,731,818	77,878,567	121,610,385
Transfer for System Lifecycle Management	-	-	-	-	-	-	-	-
Endpoint Security	681,764	975,000	975,000	975,000	1,244,375	4,851,139	8,656,670	13,507,809
Subtotal Technology Transfers	22,038,678	22,578,463	22,578,463	22,578,463	29,698,476	119,472,543	206,601,721	326,074,264
Total Technology	34,869,951	56,343,626	44,217,632	46,279,952	52,366,542	234,077,703	437,008,975	671,086,678



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Project Name	FY2017 New Appropriation	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 2021	FY 2022-27	FY 2017-2027
Non-Construction Projects and Transfers								
Transportation								
Capital Projects:								
Equipment Upgrades & Replacement	311,400	-	-	-	-	311,400	-	311,400
Vehicles - District-Wide	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	6,000,000	7,200,000	13,200,000
Fuel Station Pump Replacement	300,000	-	-	-	-	300,000	-	300,000
Bus Replacement	9,097,600	9,097,600	9,097,600	9,097,600	9,097,600	45,488,000	54,585,600	100,073,600
Subtotal Transportation Projects	10,909,000	10,297,600	10,297,600	10,297,600	10,297,600	52,099,400	61,785,600	113,885,000
Transfers to General Fund:								
Transfer for Transportation Maintenance	1,500,000	1,500,000	1,500,000	1,500,000	1,500,000	7,500,000	9,000,000	16,500,000
Transfer for Contracted Transportation	6,407,839	6,401,595	6,401,595	6,401,595	6,401,595	32,014,219	38,409,570	70,423,789
Subtotal Transportation Transfers	7,907,839	7,901,595	7,901,595	7,901,595	7,901,595	39,514,219	47,409,570	86,923,789
Total Transportation	18,816,839	18,199,195	18,199,195	18,199,195	18,199,195	91,613,619	109,195,170	200,808,789
Sub-total Non-Construction Projects	44,883,273	155,139,429	134,332,209	148,871,879	163,616,539	646,843,329	944,583,018	1,591,426,347
Sub-total Non-Construction Transfers	93,600,000	100,375,773	100,276,773	115,277,773	155,498,275	565,028,594	1,054,672,225	1,619,700,819
Total Non-Construction Projects and Transfers	138,483,273	255,515,202	234,608,982	264,149,652	319,114,814	1,211,871,923	1,999,255,243	3,211,127,166
Total Capital Budget	318,236,802	457,572,710	491,815,301	526,740,023	474,074,858	2,268,439,694	3,251,910,813	5,520,350,507
Total Revenues								
Total Capital Revenues	318,236,802	424,974,400	480,569,850	529,910,109	465,963,756	2,219,654,917	3,300,695,590	5,520,350,507
Budget (Shortfall) or Excess	-	(32,598,310)	(11,245,451)	3,170,086	(8,111,102)	(48,784,777)	48,784,777	-
Short Term Borrowing		32,598,310	11,245,451	-	8,111,102	51,954,863	57,922,842	109,877,705
Repayment of Short Term Borrowing		-	-	(3,170,086)	-	(3,170,086)	(106,707,619)	(109,877,705)
Adjusted Budget Position	-	-	-	-	-	-	-	-

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Revenues

	Projected Revenues FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 2017 - 21	FY 2022-27	FY 2017-27
State Sources								
Charter School Capital Outlay	\$ 3,100,000	\$ 5,470,110	\$ 5,470,110	\$ 5,470,110	\$ 5,470,110	\$ 24,980,440	\$ 32,820,660	\$ 57,801,100
CO & DS	2,355,781	2,355,781	2,355,781	2,355,781	2,355,781	11,778,905	14,134,686	25,913,591
West Tech Grant	1,471,714	-	-	-	-	1,471,714	-	1,471,714
PECO Bonds - Maintenance	3,767,900	4,187,911	4,963,491	5,363,033	5,363,033	23,645,368	32,178,198	55,823,566
Subtotal State Sources	10,695,395	12,013,802	12,789,382	13,188,924	13,188,924	61,876,427	79,133,544	141,009,971
Federal Sources								
E-rate Reimbursement from FCC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55,200,000	\$ 55,200,000
Subtotal Federal Sources	-	-	-	-	-	-	55,200,000	55,200,000
Local Sources								
<i>Property Values</i>	<i>178,613,927,082</i>	<i>189,672,104,314</i>	<i>199,138,987,802</i>	<i>208,573,418,604</i>	<i>218,577,035,160</i>			
Local Capital Improvement (1.5 mil)	\$ 257,204,055	\$ 273,127,830	\$ 286,760,142	\$ 300,345,723	\$ 314,750,931	\$ 1,432,188,681	\$ 2,231,867,812	\$ 3,664,056,493
Restricted Reserve and Project								
Closeouts	-	12,812,734	-	-	-	12,812,734	-	12,812,734
Impact Fees	6,682,300	7,350,530	7,350,530	7,350,530	7,350,530	36,084,420	44,103,180	80,187,600
Interest Income	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	5,000,000	6,000,000	11,000,000
Subtotal Local Sources	264,886,355	294,291,094	295,110,672	308,696,253	323,101,461	1,486,085,835	2,281,970,992	3,768,056,827
Other Revenue Sources								
Certificates of Participation	\$ -	\$ -	\$ 50,440,207	\$ 82,128,456	\$ -	\$ 132,568,663	\$ 77,771,950	\$ 210,340,613
Sales Tax Revenue	42,655,052	118,669,504	122,229,589	125,896,476	129,673,371	539,123,992	806,619,104	1,345,743,096
Subtotal Other Revenue Sources	42,655,052	118,669,504	172,669,796	208,024,932	129,673,371	671,692,655	884,391,054	1,556,083,709
Total Revenues	\$ 318,236,802	\$ 424,974,400	\$ 480,569,850	\$ 529,910,109	\$ 465,963,756	\$ 2,219,654,917	\$ 3,300,695,590	\$ 5,520,350,507



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Summary of Reductions without Sales Tax and COPs

Category	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FY 17 - 21	FY 22 - 27	Total Reductions
Construction Projects								
Addition and Remodeling Projects	\$ -	\$ (19,850,000)	\$ (18,904,150)	\$ (17,178,853)	\$ -	\$ (55,933,003)	\$ -	\$ (55,933,003)
Modernization and Replacement Projects	-	(30,154,747)	(66,358,608)	(64,949,603)	-	(161,462,958)	-	(161,462,958)
New Schools	-	-	-	-	-	-	(135,362,265)	(135,362,265)
Subtotal Construction Projects	-	(50,004,747)	(85,262,758)	(82,128,456)	-	(217,395,961)	(135,362,265)	(352,758,226)
Other Items								
Debt Service	-	-	-	(7,000,000)	(11,000,000)	(18,000,000)	(86,500,000)	(104,500,000)
Site Acquisition	-	(1,600,000)	(500,000)	(500,000)	(11,660,000)	(14,260,000)	(14,520,000)	(28,780,000)
Capital Contingency	(5,350,530)	(10,482,148)	(17,673,496)	(22,071,850)	14,149,956	(41,428,068)	(86,253,500)	(127,681,568)
Sales Tax Reserve	(13,799,452)	13,799,452	-	-	-	-	(48,173,163)	(48,173,163)
Restricted Reserve	-	-	-	-	-	-	-	-
Subtotal Other Items	(19,149,982)	1,717,304	(18,173,496)	(29,571,850)	(8,510,044)	(73,688,068)	(235,446,663)	(309,134,731)
Non-Construction								
Equipment	-	-	-	-	-	-	-	-
Facility Renewal	(6,100,000)	(71,857,013)	(59,493,363)	(72,518,910)	(102,388,799)	(312,358,085)	(372,726,967)	(685,085,052)
Facilities	-	5,350,530	5,350,530	5,350,530	5,350,530	26,752,650	32,103,180	58,855,830
Security	-	(2,387,800)	(2,387,800)	(1,387,800)	(2,387,800)	(8,551,200)	(2,384,040)	(10,935,240)
Education Technology	(10,008,000)	(7,008,000)	(7,008,000)	(7,008,000)	(8,008,000)	(39,040,000)	(25,048,000)	(64,088,000)
Technology	(2,450,000)	(21,530,488)	(11,392,760)	(12,042,760)	(14,542,760)	(61,958,768)	(75,455,922)	(137,414,690)
Transportation	(10,297,600)	(5,547,600)	(5,547,600)	(5,547,600)	(7,297,600)	(34,238,000)	(21,285,600)	(55,523,600)
Subtotal Non-Construction Projects	(28,855,600)	(102,980,371)	(80,478,993)	(93,154,540)	(129,274,429)	(429,393,403)	(464,797,349)	(894,190,752)
Transfers to General Fund								
Charter School Capital Outlay	-	-	-	-	-	-	-	-
Property and Flood Insurance	-	-	-	-	-	-	-	-
Equipment Maintenance	-	-	-	-	-	-	-	-
Facilities Maintenance	-	-	-	-	-	-	-	-
Security Maintenance	-	-	-	-	-	-	-	-
Education Technology Maintenance	-	-	-	-	-	-	-	-
Technology Maintenance	-	-	-	-	-	-	-	-
Transportation Maintenance	-	-	-	-	-	-	-	-
Subtotal Transfers to General Fund	-	-	-	-	-	-	-	-
Total Reductions	\$ (48,005,582)	\$ (151,267,814)	\$ (183,915,247)	\$ (204,854,846)	\$ (137,784,473)	\$ (720,477,432)	\$ (835,606,277)	\$ (1,556,083,709)

TRADE

German economy minister: EU trade talks with U.S. failed

By Frank Jordans
Associated Press

BERLIN — Free trade talks between the European Union and the United States have failed, Germany's economy minister said Sunday, citing a lack of progress on any of the major sections of the long-running negotiations. Washington and Brussels have pushed for a deal by the end of the year, despite strong misgivings among some EU member states over the Trans-Atlantic Trade and Investment Partnership, or TTIP.

Sigmar Gabriel, who is also Germany's vice chancellor, compared the TTIP negotiations unfavorably with a free trade deal forged between the 28-nation EU and Can-

ada, which he said was fairer for both sides.

"In my opinion, the negotiations with the United States have de facto failed, even though nobody is really admitting it," Gabriel said during a question-and-answer session in Berlin.

He noted that in 14 rounds of talks, the two sides haven't agreed on a single common item out of 27 chapters being discussed.

Gabriel accused Washington of being "angry" about the deal that the EU struck with Canada, known as CETA, because it contains elements the U.S. doesn't want to see in the TTIP.

"We mustn't submit to the American proposals," said Gabriel, who is also the head of Germany's center-left

Social Democratic Party.

In Washington, there was no immediate comment from the office of the U.S. trade representative.

Christian Wigand, a spokesman for the European Commission, the EU's executive arm and which is leading the TTIP negotiations, said Sunday that the institution had no comment or reaction at this time.

Gabriel's ministry isn't directly involved in the negotiations with Washington because trade agreements are negotiated at the EU level. But such a damning verdict from a leading official in Europe's biggest economy is likely to make further talks between the EU and the Obama administration harder.

AFFORDABLE CARE ACT

Exchange sign-ups fall far short of forecasts

More people need to sign up for insurers to profit.

By Carolyn Y. Johnson
Washington Post

Enrollment in the insurance exchanges for President Barack Obama's signature health care law is at less than half the initial forecast, pushing several major insurance companies to stop offering health plans in certain markets because of significant financial losses.

As a result, the administration's promise of a menu of health plan choices has been replaced by a grim, though preliminary, forecast: Next year, more than 1 in 4 counties are at risk of having a single insurer on its exchange, said Cynthia Cox, who studies health reform for the Kaiser Family Foundation.

Debate over how perilous the predicament is for the Affordable Care Act, commonly called Obamacare, is nearly as partisan as the divide over the law itself. But at the root of the problem is this: The success of the law depends fundamentally on the exchanges being profitable for insurers — and that requires more people to sign up.

In February 2013, the Congressional Budget Office predicted that 24 million people would buy health coverage through the federally and state-operated online exchanges by this year. Just 11.1 million people were signed up as of late March.

Exchanges are marketplaces where people who do not receive health benefits through a job can buy private insurance, often with government subsidies.

"Enrollment is key, first and foremost," said Sara Collins, a vice president at the Commonwealth Fund, a nonpartisan foundation that funds health care research.

"They have to have this critical mass of people so that, by the law of averages, you're going to get a mix of healthy and less healthy people."

A big reason the CBO projections were so far off is that the agency overestimated how many people would lose insurance through their employers, which would force them into the exchanges. But there have been challenges getting the uninsured to sign up, too.

The law requires every American to get health coverage or pay a penalty, but the penalty hasn't been high enough to persuade many Americans to buy into the health plans. Even those who qualify for subsidized premiums sometimes balk at the high deductibles on some plans.

And people who do outreach to the uninsured say the enrollment process itself has been more complex and confusing than Obama's initial comparison to buying a plane ticket.

"This exchange will allow you to one-stop shop for a health care plan, compare benefits and prices, and choose a plan that's best for you and your family," Obama said in a speech in 2009. "You will have your choice of a number of plans that offer a few different packages, but every plan would offer an affordable, basic package."

In some markets, a shortfall in enrollment is testing insurers' ability to balance the medical claims they pay out with income from premiums. In an announcement curtailing its involvement in the exchanges this month, Aetna cited financial losses traced to too many sick people signing up for care and not enough healthy ones.

The health care law has been a political lightning rod from the beginning, and Republican legislators have used insurance companies' withdrawals from the

exchanges to reignite calls for the law's repeal.

Kaiser tracks public data on insurer participation in the exchanges to project how many options counties will have, but the numbers are not final. This year, exchanges in about 7 percent of counties had just one insurer. Earlier this month, Aetna announced that it will pull out of 11 of the 15 states where it offers coverage on the health care exchanges.

Obama has used the health care law's challenges to issue a new call for a public insurance option.

"Congress should revisit a public plan to compete alongside private insurers in areas of the country where competition is limited," he wrote in an essay published in the Journal of the American Medical Association.

"Adding a public plan in such areas would strengthen the Marketplace approach, giving consumers more affordable options while also creating savings for the federal government."

The penalty for not signing up is increasing. Still, some policy experts insist it is not enough motivation.

"It was basically no stick at all. This is the classic case of where Johnny marked crayon on the wall, his mother said, 'Don't do that,' and then slapped his hand a day later," said Joseph Antos, a resident fellow at the American Enterprise Institute. "The connection between the offense and the penalty is a little remote."

The health care law has had unequivocal successes. In some areas, lots of insurers compete on the exchanges, which helps keep premiums low. In Cleveland and Los Angeles, the average premium for a benchmark health plan actually declined in 2016. The number of uninsured Americans continues to shrink, hitting 9.1 percent last year — the lowest level ever.

CONSERVATION

Recordings of tiger sounds attempt to help preserve wild population

By Carrie Antlfinger
Associated Press

MILWAUKEE — Tigers use a grunt-like snort called chuffing as a greeting, short roars for intimidation and long roars to find mates.

Researchers are now trying to use those and other sounds tigers make to help protect and boost their population in the wild.

The effort, called The Prusten Project, is the idea of Courtney Dunn, who currently works at the Dallas World Aquarium as a senior mammal keeper and has a master's degree in biology. Prusten is another word for chuffing.

"What we have discovered with our research is that tiger voices can be used like a fingerprint for individuals, like a vocal fingerprint as unique as you and I," Dunn said.

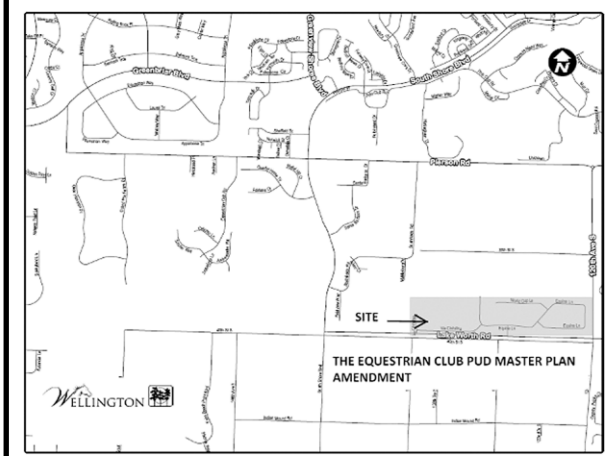


A tiger roars in the nonpublic area at the Milwaukee County Zoo, which is one of at least 20 nationally that are helping The Prusten Project capture audio of tigers.

CARRIE ANTLFINGER / ASSOCIATED PRESS

The first part of the project involves using digital devices to record Bengal, Malayan, Sumatran and Amur tigers at zoos across the nation. Ten zoos have already recorded tigers, with at least another 10 planning to do so.

Project officials are using those recordings to build a computer program to help identify specific tigers and determine more accurate population numbers so that organizations know where to focus their protection efforts.



WELLINGTON NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that public hearing will be held on the Resolution described below:

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL, APPROVING A MASTER PLAN AMENDMENT (PETITION NUMBER 16 – 64 / 2016 – 26 MPA 7) FOR CERTAIN PROPERTY KNOWN AS THE EQUESTRIAN CLUB PUD; CONSISTING OF APPROXIMATELY 149.79 ACRES, MORE OR LESS, LOCATED ON THE WEST SIDE OF 120TH AVENUE AND ON THE NORTH SIDE OF LAKE WORTH ROAD, AS MORE SPECIFICALLY DESCRIBED HEREIN; TO MODIFY THE DESIGNATION OF THE 5.1 ACRE PARCEL KNOWN AS TRACT J-1 FROM A COMMUNITY EQUESTRIAN WORKOUT AREA TO ONE (1) SINGLE FAMILY DWELLING UNIT AND EQUESTRIAN USES, KNOWN AS LOT 11A; INCREASING THE RESIDENTIAL UNITS FROM 148 DWELLING UNITS TO A TOTAL OF 149 DWELLING UNITS AND TO AMEND CONDITIONS OF APPROVAL; PROVIDING A CONFLICTS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Said public hearing will be held as follows:

WELLINGTON COUNCIL

Location: Village Hall, 12300 Forest Hill Boulevard, Wellington, Florida.

Date: September 13, 2016 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business. The hearing of the request may be continued from time to time as may be found necessary.

All interested parties are invited to attend and be heard with respect to the proposed Resolution. Copies of all documents pertaining to the proposed Resolution is available in the Planning and Zoning Division at the address listed below and can be reviewed by the public, Monday through Thursday between the hours of 7:00 a.m. and 6:00 p.m.

**Planning & Zoning Division
12300 Forest Hill Boulevard
Wellington, Florida, 33414
(561) 791-4000**

Appeals: If a person decides to appeal any decision with respect to any matter considered at such hearing, he/she will need a record of the proceedings and for such purpose 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. All appeals must be filed in accordance with the applicable provisions of the Wellington Land Development Regulations.

Pursuant to the provisions of the Americans With Disabilities Act, any person requiring special accommodations to participate in this hearing, because of a disability or physical impairment, should contact the Wellington Manager's Office at (561) 791-4000 at least five calendar days prior to the Hearing.

Dated: August 22, 2016
Publish: The Palm Beach Post August 29, 2016

WELLINGTON NOTICE OF PUBLIC HEARINGS ON COMPREHENSIVE PLAN AMENDMENT

In accordance with the requirements of Chapter 163, Part II, Florida Statutes, the Wellington Council will hold public hearings on the Comprehensive Plan Amendment.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL, UPDATING THE WELLINGTON COMPREHENSIVE PLAN BY INCORPORATING THE ANNUAL REVIEW AND REVISIONS TO THE CAPITAL IMPROVEMENTS ELEMENT TO REFLECT THE 2016/2017 THROUGH 2021/2022 FIVE YEAR CAPITAL IMPROVEMENT PLAN FOR LEVEL OF SERVICE PROJECTS; AND UPDATING THE SCHOOL DISTRICT OF PALM BEACH COUNTY CAPITAL IMPROVEMENT SCHEDULE; PROVIDING FOR CONFLICT AND SEVERABILITY; AUTHORIZING THE MANAGER TO UPDATE THE COMPREHENSIVE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

Said public hearing will be held as follows:

WELLINGTON COUNCIL

Location: Village Hall, 12300 Forest Hill Blvd, Wellington, Florida.

Date: Tuesday, September 13, 2015 at 7:00 P.M. (First Reading)

Tuesday, September 27, 2016 at 7:00 P.M. (Second Reading)

Or as soon thereafter as may be heard in the orderly course of business. The hearing of the request may be continued from time to time as may be found necessary.

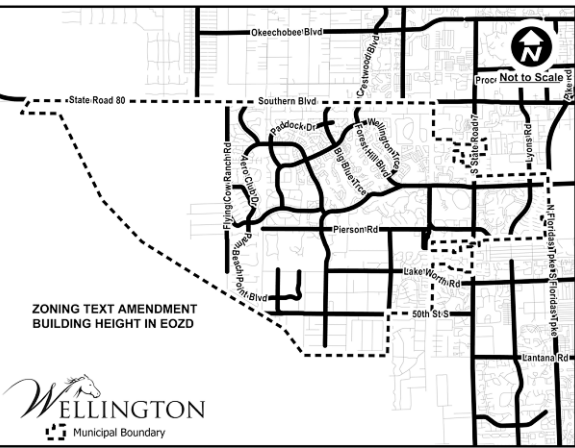
All interested parties are invited to attend and be heard with respect to the proposed ordinance. Copies of all documents pertaining to the proposed ordinance are available in the Planning and Zoning Division at the address listed below and can be reviewed by the public, Monday through Thursday between the hours of 7:00 a.m. and 6:00 p.m.

**Planning & Zoning Division
12300 West Forest Hill Boulevard
Wellington, Florida, 33414
(561) 753-2430**

Appeals: If a person decides to appeal any decision with respect to any matter considered at such hearing, he/she will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. All appeals must be filed in accordance with the applicable provisions of the Wellington Land Development Regulations.

Pursuant to the provisions of the Americans With Disabilities Act, any person requiring special accommodations to participate in this hearing, because of a disability or physical impairment, should contact the Wellington Manager's Office at (561) 791-4000 at least five calendar days prior to the Hearing.

Dated: August 22, 2016
Publish: The Palm Beach Post August 29, 2016



VILLAGE OF WELLINGTON WELLINGTON COUNCIL PUBLIC HEARING ZONING TEXT AMENDMENT

In accordance with the requirements of Chapter 163, Part II, Florida Statutes, the Wellington Council will hold a public hearing on the adoption of the following Ordinance.

AN ORDINANCE OF WELLINGTON, FLORIDA'S COUNCIL AMENDING SECTION 6.10.6-TABLE B OF THE WELLINGTON LAND DEVELOPMENT REGULATIONS RELATED TO THE DEVELOPMENT STANDARDS (BUILDING HEIGHT) IN THE EQUESTRIAN OVERLAY ZONING DISTRICT; PROVIDING A CONFLICTS CAUSE; PROVIDING A SEVERABILITY CLAUSE AND PROVIDING AN EFFECTIVE DATE.

Said public hearing will be held as follows:

WELLINGTON COUNCIL

Location: Village Hall, 12300 Forest Hill Blvd, Wellington, Florida.

Date: September 13, 2016 at 7:00 P.M. or as soon thereafter as may be heard in the orderly course of business. The hearings of the request may be continued from time to time as may be found necessary.

All interested parties are invited to attend and be heard with respect to the proposed ordinance. Copies of all documents pertaining to the proposed ordinance are available in the Planning and Zoning Division at the address listed below and can be reviewed by the public Monday through Thursday between the hours of 7:00 a.m. and 6:00 p.m.

**Planning & Zoning Division
12300 West Forest Hill Boulevard
Wellington, Florida, 33414
(561) 753-2430**

Appeals: If a person decides to appeal any decision with respect to any matter considered at such hearing, he/she will need a record of the proceedings and for such purpose may need to ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which the appeal is to be based. All appeals must be filed in accordance with the applicable provisions of the Wellington Land Development Regulations.

Pursuant to the provisions of the Americans With Disabilities Act, any person requiring special accommodations to participate in this hearing, because of a disability or physical impairment, should contact the Wellington Manager's Office at (561) 791-4000 at least five calendar days prior to the Hearing.

Dated: August 24, 2016
Publish: The Post August 29, 2016



Village of Wellington

Legislation Text

File #: 16-0442, Version: 1

ITEM: SECOND PUBLIC HEARING TO ADOPT THE FY 2016/2017 MILLAGE RATE AND ANNUAL BUDGET FOR WELLINGTON

I. RESOLUTION NO. R2016-67 (MILLAGE RATE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE TAX LEVY AND MILLAGE RATE FOR WELLINGTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING AN EFFECTIVE DATE.

II. RESOLUTION NO. R2016-68 (WELLINGTON BUDGET)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING A BUDGET FOR THE VILLAGE OF WELLINGTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE.

REQUEST: Approval of Resolution No. R2016-67 adopting the millage rate and Resolution No. R2016-68 adopting the Fiscal Year 2016/2017 budget as presented and authorization for staff to make the necessary accounting entries to complete reallocation of prior year operating and capital balances.

This is the second public hearing on the proposed budget and the corresponding ad valorem millage rate in accordance with the Wellington Charter and F.S. Chapter 200.065.

EXPLANATION: FS Chapter 200.065 sets forth the procedure to be followed by each local government in adoption of the annual property tax millage, levy, and budget. In accordance with these regulations, the June 29, 2016 certified total taxable value of \$7.49 billion is used in the millage and ad valorem revenue calculations for the FY 2016/2017 budget. The proposed millage rate of 2.44 mills is the same as the preliminary TRIM rate of 2.44 mills adopted on July 12, 2016 and 6.69% above the rollback rate of 2.28 mills. The proposed millage rate generates property tax revenues of \$17.37 million, which is an increase of \$1.21 million from FY 2015/2016 property tax revenues.

The proposed budget for all funds totaling \$89.54 million maintains funding for existing levels of service with an increase of \$4.09 million for investment in public safety, governmental facility and roadway maintenance, and utility system R & R.

Council held budget workshops on July 11th and August 8th to discuss the proposed operating and capital budgets, and adopted the annual budgets for Acme, Professional Centre, Solid Waste Collection and Water/Wastewater Utilities on August 9, 2016. The Village tentative budget and millage rate were adopted on September 13, 2016 and the budget legal advertisement was run in The Palm Beach Post prior to this hearing, as required by TRIM.

Staff presents a balanced budget for the governmental funds, excluding Acme and balances brought forward, totaling \$58,856,065, an increase of \$1.43 million over the prior year.

File #: 16-0442, Version: 1

The proposed budget includes:

- General Fund unrestricted reserves at or exceeding the 25-29% range per Council policy
 - Rate Stabilization reserves of \$824,000, after allocation of \$1.56 million for FY 2017 expenses
 - Emergency Reserves of \$3.0 million, after restoring balance by assigning Unassigned General Fund reserves
 - Insurance Reserves of \$1.15 million
 - Establish a Facilities & Infrastructure Reserve in the initial amount of \$1,000,000
- Use of Building Reserves of \$628,000
- Use of \$1.22 million in Reserves for Capital
- Roll forward of approximately \$26.82 million in unspent budget balances for ongoing projects and programs including:
 - Major maintenance
 - Hardware and software purchases to be completed in FY 2017 for the ERP replacement, server upgrades and emergency management debris/labor tracking
 - CDBG and Neighborhood Enhancement Grants
 - Tennis maintenance expense and personnel fringe benefit increases expected in FY 2017
 - Capital projects in progress, including reallocation of \$1.88 million among budgeted utility projects
- Funding of:
 - A Capital Improvement Plan totaling \$12,116,000 for all funds, up \$500,000 from the prior year.
 - 314 full-time permanent positions, up 12 from FY 2016; also includes funding for 90,180 part-time position hours, an increase of 9,980 per-time hours over the current year budget
 - 4.0% total wage increase for employees (2.0% CPI, 2.0% Average Merit) and 5% higher health insurance

BUDGET AMENDMENT REQUIRED: YES

PUBLIC HEARING: YES **QUASI-JUDICIAL:** NO

FIRST READING: **SECOND READING:** YES

LEGAL SUFFICIENCY: YES

FISCAL IMPACT: At 2.44 mills, \$17,373,126 in property tax revenues are generated, as adjusted for discounts. The budget appropriates a total of \$58.86 million for Wellington governmental funds (excluding Acme) and carrying forward approximately \$25.54 million in capital and \$1.28 in operating budget balances.

WELLINGTON FUNDAMENTAL: Responsive Government

RECOMMENDATION: Approval of Resolution No. R2016-67 adopting the millage rate and Resolution No.

File #: 16-0442, Version: 1

R2016-68 adopting the Fiscal Year 2016/2017 budget as presented and authorization for staff to make the necessary accounting entries to complete reallocation of prior year operating and capital balances.

FY 2016 - 2017 Budget

FY 2017 GOVERNMENTAL BUDGET EXCLUDING ACME

	Adopted FY 2016 Budget	Proposed FY 2017 Budget	Increase (Decrease)	%
General Fund	\$ 37,756,179	\$ 40,221,103	\$ 2,464,924	6.5%
Special Revenue Funds:				
Building	2,049,827	2,137,122	\$ 87,295	4.3%
Road Maintenance	3,155,768	3,631,377	\$ 475,609	15.1%
SUB TOTAL OPERATING EXCLUDING ACME	\$ 42,961,774	\$ 45,989,602	\$ 3,027,828	7.0%
Capital Projects Funds	5,891,000	5,485,000	(406,000)	-6.9%
Debt Service	1,133,756	1,225,960	92,204	8.1%
SUB TOTAL OPERATING & CAPITAL	\$ 49,986,530	\$ 52,700,562	\$ 2,714,032	5.4%
Transfers	7,438,162	6,155,503	(1,282,659)	-17.2%
TOTAL GOVERNMENTAL BUDGET EXCLUDING ACME	\$ 57,424,692	\$ 58,856,065	\$ 1,431,373	2.5%

Excludes Increases to Reserves and Balances Brought Forward

FY 2017 TOTAL BUDGET

	Adopted FY 2016 Budget	Proposed FY 2017 Budget	Increase (Decrease)	%
OPERATING BUDGET				
General Fund	\$ 37,756,179	\$ 40,221,103	\$ 2,464,924	6.5%
ACME Improvement District	5,414,386	4,701,888	(712,498)	-13.2%
Special Revenue Funds	5,205,595	5,768,499	562,904	10.8%
Debt Service	1,133,756	1,225,960	92,204	8.1%
Total Governmental Operating Budget	\$ 49,509,916	\$ 51,917,450	\$ 2,407,534	4.9%
Water & Wastewater	\$ 10,510,421	\$ 12,415,136	\$ 1,904,715	18.1%
Solid Waste	3,510,900	3,615,262	104,362	3.0%
Professional Centre	440,266	692,308	252,042	57.2%
Debt Service	30,000	30,000	0	0.0%
Total Enterprise Operating Budget	\$ 14,491,587	\$ 16,752,706	\$ 2,261,119	15.6%
CAPITAL PROJECTS				
Governmental CIP	5,891,000	5,485,000	(406,000)	-6.9%
Utility CIP	3,866,000	4,665,000	799,000	20.7%
Total Capital Projects Budget	\$ 9,757,000	\$ 10,150,000	\$ 393,000	4.0%
Total Budget Excluding Transfers	\$ 73,758,503	\$ 78,820,156	\$ 5,061,653	6.9%
INTERFUND TRANSFERS				
Transfers for Indirect Cost Allocations	3,530,757	3,512,231	(18,526)	-0.5%
Transfers for Road Maintenance	1,738,268	2,125,377	387,109	22.3%
Transfers for Debt Service	1,133,756	1,133,756	0	0.0%
Transfers for Capital	5,287,638	3,950,000	(1,337,638)	-25.3%
Total Transfers Out	\$ 11,690,419	\$ 10,721,363	\$ (969,055)	-8.3%
TOTAL BUDGET	\$ 85,448,922	\$ 89,541,519	\$ 4,092,597	4.8%

Excludes Increases to Reserves and Balances Brought Forward

FY 2016 - 2017 Budget

FY 2017 – 2021 GOVERNMENTAL CAPITAL PROJECTS

CAPITAL PROJECTS & PROGRAMS	Approx. Prior Years' Committed, Unencumbered Funds Remaining in Project	Reallocation of Previously Committed Funds	FY 2017 New CIP Budget Addition	Total Project Budget FY 2017 including Prior Years' Funding Rolled Forward	Budget Additions FY 2018 - 2021
GENERAL REVENUES - CAPITAL FUND					
Communications & Tech Investment (General)	67,000		400,000	\$467,000	\$1,076,000
Neighborhood Parks Program	162,000		220,000	\$382,000	\$430,000
Neighborhood Trails Program	260,000		300,000	\$560,000	\$1,200,000
C1 Bridle Trail Crossing - Grant in Progress				\$0	\$240,000
Parks Capital Improvements	500,000		200,000	\$700,000	\$1,890,000
Park Maintenance Complex				\$0	\$750,000
Public Works Facility Improvements			750,000	\$750,000	\$0
Village-owned Facility Improvements	2,100		350,000	\$352,100	\$1,215,000
WCC Construction	120,800			\$120,800	\$0
CDBG & SAFE NEIGHBORHOODS - CAPITAL FUND					
CDBG Funded Projects	\$22,170		0	\$22,170	\$0
Safe Neighborhoods Improvements			225,000	\$225,000	\$150,000
ACME ASSESSMENTS - CAPITAL FUND					
2014 Acme Renewal & Replacement Program	0		740,000	\$740,000	\$2,960,000
ACME Parks Master Plan	176,000			\$176,000	\$0
Communications & Tech Investment (ACME)	45,000			\$45,000	\$0
Neighborhood Parks Program ACME				\$0	\$0
Neighborhood Trails Program ACME				\$0	\$0
SWM System Improvements	81,000		800,000	\$881,000	\$1,260,000
TOTAL GOVERNMENTAL CAPITAL FUND	\$1,436,070	\$0	\$3,985,000	\$5,421,070	\$11,171,000
GAS TAX CAPITAL FUND					
120th Ave. South Road Improvements				\$0	\$0
Aeroclub Multiuse Path	106,306			\$106,306	\$0
Flying Cow Pathway - Grant funds \$750,000				\$0	\$0
Pierson Road Realignment				\$0	\$0
Road & Pathway Circulation Expansion				\$0	\$1,500,000
SR 7/US 441 Corridor Landscape Imp.	360,000			\$360,000	\$0
Streetscape	205,000			\$205,000	\$450,000
Traffic Calming Program	200,000			\$200,000	\$0
Turn Lane Construction	295,800		1,000,000	\$1,295,800	\$1,200,000
Fund Totals	\$1,167,106	\$0	\$1,000,000	\$2,167,106	\$3,150,000
ROAD IMPACT FUND					
120th Ave. South Road Improvements	76,000			\$76,000	\$0
50th Street Improvements	20,000			\$20,000	\$0
Road & Pathway Circulation Expansion	404,500		500,000	\$904,500	\$500,000
Stribling/Pierson Roundabout	51,726			\$51,726	\$0
Fund Totals	\$552,226	\$0	\$500,000	\$1,052,226	\$500,000
TOTAL GOVERNMENTAL PROJECTS	\$3,155,402	\$0	\$5,485,000	\$8,640,402	\$14,821,000

FY 2016 - 2017 Budget

FY 2017 – 2021 WATER, WASTEWATER & TOTAL OF CAPITAL PLAN

CAPITAL PROJECTS & PROGRAMS	Approx. Prior Years' Committed, Unencumbered Funds Remaining in Project	Reallocation of Previously Committed Funds	FY 2017 New CIP Budget Addition	Total Project Budget FY 2017 including Prior Years' Funding Rolled Forward	Budget Additions FY 2018 - 2021
WATER & WASTEWATER UTILITY FUND					
Communications & Technology Investment - Utilities	85,000		750,000	\$835,000	\$588,000
Force Main Improvements				\$0	\$1,725,000
General Facilities Improvements - Storage	20,000			\$20,000	\$340,000
Gravity Collection System Improvements	360,000		85,000	\$445,000	\$1,687,250
Lift Station Improvements	700,000			\$700,000	\$3,209,200
Reuse Transmission Expansion	1,879,000	(1,879,000)		\$0	\$0
Storage/Repump Improvements				\$0	\$80,000
Water Distribution & Transmission Improvements	566,000		2,900,000	\$3,466,000	\$6,770,700
Water Meter Improvements				\$0	\$3,932,000
Water Supply Improvements	142,000			\$142,000	\$314,000
WTP Improvements - Major Upgrades	11,573,000	1,293,300	780,000	\$13,646,300	\$13,500,000
WWTP Improvements - Major Upgrades	6,166,000	585,700	150,000	\$6,901,700	\$10,000,000
TOTAL ENTERPRISE PROJECTS	\$21,491,000	\$0	\$4,665,000	\$26,156,000	\$42,146,150
TOTAL WELLINGTON PROPOSED PROJECTS	\$24,646,402	\$0	\$10,150,000	\$34,796,402	\$56,967,150
Replacement Assets			1,657,282		
New Assets			309,000		
TOTAL WELLINGTON PROPOSED CIP	\$24,646,402	\$0	\$12,116,282	\$34,796,402	\$56,967,150

RESOLUTION NO. R2016-67**A RESOLUTION OF THE WELLINGTON COUNCIL OF WELLINGTON, FLORIDA ADOPTING THE TAX LEVY AND MILLAGE RATE FOR WELLINGTON FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING SEPTEMBER 30, 2017; AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Village Manager of Wellington has, pursuant to the Charter and the Laws of the State of Florida, prepared a proposed millage rate necessary to fund the budget for Wellington for Fiscal Year commencing October 1, 2016, and ending September 30, 2017; and

WHEREAS, the first Public Hearing upon the proposed tax levy of 2.44 millage per \$1000.00 value was held on September 13, 2016, commencing at 7:00 p.m. pursuant to duly advertised Public Notice, wherein said proposed millage was set at 2.44 mills; and

WHEREAS, a second Public Hearing was held on September 27, 2016, pursuant to duly advertised notice; and

WHEREAS, the Council of Wellington has reviewed the tentative proposed millage rate and finds that it will meet the needs and requirements of Wellington and its residents for the forthcoming Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON FLORIDA that:

SECTION 1. The proposed tax levy of 2.44 per \$1,000.00 value is hereby approved and adopted by the Wellington Council for the Fiscal Year commencing October 1, 2016, and ending September 30, 2017. The millage is higher than the rolled back rate, which is 2.2870 mills, by 6.69%.

SECTION 2. A certified copy of this Resolution will be forwarded to the Property Appraiser and Tax Collector within three (3) days after adoption and to the Department of Revenue within thirty (30) days after adoption.

PASSED AND ADOPTED this _____ day of September, 2016.

ATTEST:

WELLINGTON

BY: _____
Rachel R. Callovi, CMC, Clerk

BY: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Laurie S. Cohen, Attorney for Wellington

RESOLUTION NO. 2016-68**A RESOLUTION OF THE COUNCIL OF WELLINGTON, FLORIDA
ADOPTING A BUDGET FOR THE VILLAGE OF WELLINGTON FOR THE
FISCAL YEAR COMMENCING OCTOBER 1, 2016, AND ENDING
SEPTEMBER 30, 2017; AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Village Manager of Wellington has, pursuant to the Wellington Charter and the Laws of the State of Florida, prepared a tentative Budget for Wellington for the Fiscal Year for the amount of \$58.86 million commencing October 1, 2016, and ending September 30, 2017; and

WHEREAS, the first Public Hearing upon the proposed Budget was held on September 13, 2016, pursuant to duly advertised notice, wherein said proposed Budget was tentatively adopted; and

WHEREAS, a second Public Hearing was held on September 27, 2016, pursuant to duly advertised notice; and

WHEREAS, the Council of Wellington has reviewed the tentative Budget and finds that it will meet the needs and requirements of Wellington and its residents for the forthcoming Fiscal Year; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF WELLINGTON, FLORIDA, THAT:

SECTION 1. The proposed Budget for the amount of \$58.86 million, inclusive of the operating and capital budgets, attached to the Resolution as Exhibit "A", is hereby approved and adopted by the Wellington Council as the Budget for Wellington for the Fiscal Year commencing October 1, 2016, and ending September 30, 2017.

SECTION 2. A certified copy of this Resolution adopting the Budget will be forwarded to the Department of Revenue within thirty (30) days after adoption.

PASSED AND ADOPTED this _____ day of September, 2016.

ATTEST:

WELLINGTON

BY: _____
Rachel R. Callovi, CMC, Clerk

BY: _____
Anne Gerwig, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: _____
Laurie S. Cohen, Attorney for Wellington

Exhibit “A”
Fiscal Year 2016/2017 Budget
Governmental Funds Excluding Acme Improvement District

	General Fund	Special Revenue Funds	Capital Funds	Debt Service Funds	Total Governmental Funds (Excl Acme)
Revenues					
Ad Valorem Taxes	\$17,373,126				\$17,373,126
Non Ad Valorem Assessments	-	-			\$0
Utility & Service Taxes	7,675,000	-			\$7,675,000
Permits, Fees & Special Assessments	4,480,000	2,010,000	\$0	\$277,702	\$6,767,702
Intergovernmental Revenue	6,619,000	1,480,000	500,000	-	\$8,599,000
Fines & Forfeitures	270,000	-	-	-	\$270,000
Charges for Services	2,665,680	-	-	-	\$2,665,680
Interest Income	150,000	41,000	64,000	-	\$255,000
Miscellaneous Revenues	397,687	70,000	-	-	\$467,687
Impact Fees	-	-	840,000	-	\$840,000
Capacity Fees and Restricted Interest Income	-	-	-	-	-
Total Revenues before Transfers	\$39,630,493	\$3,601,000	\$1,404,000	\$277,702	\$44,913,195
Transfers In	3,512,231	2,125,377	3,950,000	1,133,756	10,721,364
Appropriation of Reserves	1,561,374	628,492	1,217,138	44,649	3,451,653
Total Revenues & Other Financing Sources	\$44,704,098	\$6,354,869	\$6,571,138	\$1,456,107	\$59,086,212
Expenditures					
General Government	\$10,264,726				\$10,264,726
Public Safety	8,860,689				\$8,860,689
Emergency Operations	43,000				\$43,000
Economic Environment	1,360,957	-			\$1,360,957
Physical Environment	9,378,116	2,090,122			\$11,468,238
Transportation	-	3,299,850			\$3,299,850
Culture & Recreation	8,324,270	-			\$8,324,270
Capital Outlay	786,000	369,000	5,485,000		\$6,640,000
Unassigned Capital Funding	-	-	-		\$0
Debt Service	-	-	-	1,225,960	\$1,225,960
Non-departmental	1,203,345	9,527	-	-	\$1,212,872
Operating Contingency	-	-	-	-	-
Transfers Out	4,482,995	586,370	1,086,138	-	\$6,155,503
Total Expenditures After Transfers	\$44,704,098	\$6,354,869	\$6,571,138	\$1,225,960	\$58,856,065
Increase to Reserves	-	-	-	230,147	\$230,147
Total Expenditures & Uses	\$44,704,098	\$6,354,869	\$6,571,138	\$1,456,107	\$59,086,212

**Fiscal Year 2016/2017 Total Budget
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BUDGET SUMMARY							
VILLAGE OF WELLINGTON - FISCAL YEAR 2016-2017							
* THE PROPOSED OPERATING BUDGET EXPENDITURES OF THE VILLAGE OF WELLINGTON ARE 1.9% MORE THAN LAST YEAR'S TOTAL OPERATING EXPENDITURES							
<u>Millage Per \$1,000</u>							
General Fund	2.440	General Fund	Special Revenue Funds	Capital Funds	Debt Service	Enterprise Funds	Total All Funds
Estimated Revenues:							
Taxes:	Millage Per \$1,000						
Ad Valorem Taxes	2.440	\$17,373,126	-	-	-	-	\$17,373,126
Non Ad Valorem Assessments		-	5,680,345	-	-	2,906,520	8,586,865
Utility & Service Taxes		7,675,000	-	-	-	-	7,675,000
Permits, Fees & Special Assessments		4,480,000	2,010,000	-	277,702	220,000	6,987,702
Intergovernmental Revenue		6,619,000	1,480,000	500,000	-	30,000	8,629,000
Fines & Forfeitures		270,000	-	-	-	-	270,000
Charges for Services		2,665,680	350,500	-	-	18,785,300	21,801,480
Interest Income		150,000	66,000	64,000	-	285,000	565,000
Miscellaneous Revenue		397,687	156,000	-	-	1,148,618	1,702,305
Impact Fees		-	-	840,000	-	-	840,000
Capacity Fees and Restricted Interest Income		-	-	-	-	138,000	138,000
TOTAL SOURCES		\$39,630,493	\$9,742,845	\$1,404,000	277,702	\$23,513,438	\$74,568,478
Transfers In		3,512,231	2,125,377	3,950,000	1,133,756	-	10,721,364
Appropriation of Reserves		1,561,374	1,403,052	1,217,138	44,649	748,952	4,975,165
TOTAL REVENUES, TRANSFERS & BALANCES		\$44,704,098	\$13,271,274	\$6,571,138	\$1,456,107	\$24,262,390	\$90,265,007
Expenditures:							
General Government		\$10,264,726	-	-	-	-	\$10,264,726
Public Safety		8,860,689	-	-	-	-	8,860,689
Emergency Operations		43,000	-	-	-	-	43,000
Economic Environment		1,360,957	-	-	-	692,208	2,053,165
Physical Environment		9,378,116	6,512,651	-	-	15,221,646	31,112,413
Transportation		-	3,299,850	-	-	-	3,299,850
Culture & Recreation		8,324,270	-	-	-	-	8,324,270
Capital Outlay		786,000	571,000	5,485,000	-	5,274,282	12,116,282
Debt Service		-	-	-	1,225,960	30,000	1,255,960
Non-departmental		1,203,345	86,886	-	-	199,470	1,489,701
TOTAL EXPENDITURES		\$40,221,103	\$10,470,387	\$5,485,000	\$1,225,960	\$21,417,606	\$78,820,056
Transfers Out		4,482,995	2,800,887	1,086,138	-	2,351,344	10,721,364
Increase to Reserves		-	-	-	230,147	493,440	723,587
TOTAL APPROPRIATED EXPENDITURES & TRANSFERS		\$44,704,098	\$13,271,274	\$6,571,138	\$1,456,107	\$24,262,390	\$90,265,007
THE TENTATIVE, ADOPTED, AND/OR FINAL BUDGETS ARE ON FILE IN THE OFFICE OF THE ABOVE MENTIONED TAXING AUTHORITY AS A PUBLIC RECORD							