

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 7, 2013

Consent [X]
Public Hearing []

Regular []

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Interlocal Agreement with the City of Greenacres (City) in an amount up to \$75,000 for installation of two (2) water mains in Greenacres.

Summary: This Interlocal Agreement provides the terms and conditions under which the County will reimburse the City for all costs associated with construction of two (2) water mains along Swain Boulevard and Fleming Avenue. The County has existing water mains on Swain Boulevard, Fleming Avenue, and 10th Avenue North which should be connected in order to improve fire flow and increase water pressure within the area. As part of a City bid for utility improvements, the City included an alternate for the construction of a water main along Swain Boulevard connecting to the County water main along 10th Avenue North. In a future construction phase, scheduled for bid in FY14, the City is including the design and construction of a water main along Fleming Avenue. Adding the installation of the water main sections to the City's construction contracts is the least disruptive to the traveling public and most economical method to complete this projects. Ownership of the water mains will be conveyed to the County following completion of construction. District 2 (MJ)

Background and Justification. The City is constructing water and wastewater utility improvements along and near 10th Avenue North, between Haverhill Road and Fleming Avenue. The County has existing water mains that should be connected in order to improve fire flow and increase water pressure within the area. The City has opened bids which include an alternate for the construction of a water main along Swain Boulevard connecting to the County water main along 10th Avenue North. The next phase of the City's project will include a water main in Fleming Avenue. The County estimates that the total cost for the design, permitting, and construction of the two (2) water mains will not exceed \$75,000. The County has agreed to fund the two (2) water main projects up to \$75,000.

Attachments:

- 1. Two (2) Original Interlocal Agreements

Recommended By:  4/16/13
Department Director Date

Approved By:  4/16/13
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	<u>\$75,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
External Revenues	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Program Income (County)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
In-Kind Match County	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
NET FISCAL IMPACT	<u>\$75,000.00</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Dept 721 Unit W031 Object 6543

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

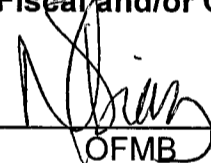
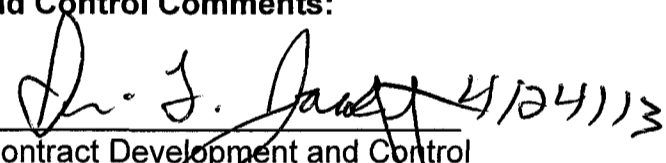
B. Recommended Sources of Funds/Summary of Fiscal Impact:

The project will be funded by Water Utility Department user fees.

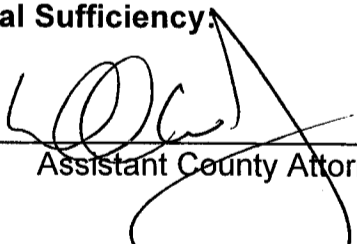
C. Department Fiscal Review: Delra M. West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

 _____ OFMB	4/18/2013 JS 4/17 PM 4-17-13	 _____ Contract Development and Control	4/24/13 B. Becker
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B. Legal Sufficiency:



 Assistant County Attorney

4/25/13

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

RESOLUTION NO. 2013-08

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE INTERLOCAL AGREEMENT (EXHIBIT "1") BETWEEN PALM BEACH COUNTY AND THE CITY OF GREENACRES TO REIMBURSE THE CITY FOR WATER MAIN IMPROVEMENTS CONSTRUCTED BY THE CITY AT THE COUNTY'S REQUEST; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT; AND DIRECTING THAT THE AGREEMENT BE SENT TO THE BOARD OF COUNTY COMMISSIONERS FOR THEIR APPROVAL.

WHEREAS, Palm Beach County operates the Palm Beach County Water Utilities Department (PBCWUD) which provides potable water and sanitary sewer service within the boundaries of the City of Greenacres (City); and

WHEREAS, the City is undertaking a multi-phase project in cooperation with PBCWUD to extend gravity sanitary sewer service along and within 300 feet north and south of 10th Avenue North in support of redevelopment and public health, safety and welfare; and,

WHEREAS, the current phase of the project (Phase 3) entails work along Swain Boulevard, including an open cut across 10th Avenue North to allow the new gravity sewer pipe to be efficiently laid; and

WHEREAS, a future phase of the project entails work along Fleming Avenue, including an open cut across 10th Avenue North to allow the new gravity sewer pipe to be efficiently laid; and

WHEREAS, the PBCWUD has identified a need for water main interconnections in these same areas to promote system efficiency and provide additional fire flow at the Swain Boulevard and Fleming Avenue hydrants and asked the City to include this work

as part of the City's project so as to minimize disruption of 10th Avenue North and reduce costs to PBCWUD; and

WHEREAS, the City agreed to include the water main interconnections as an alternate in its bid solicitation for the project and obtained the necessary revised plans and additional permits with the understanding that it would be reimbursed for this work; and

WHEREAS, the bids for Phase 3 were opened on February 20, 2013 and the PBCWUD determined that the cost for the water main interconnection was reasonable and that it wanted the alternate included in the City's construction contract; and

WHEREAS, a similar process will be followed for the phase of the project which includes Fleming Avenue.


NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

Section 1. The City Council hereby authorizes entering into the Interlocal Agreement (Exhibit "1") between Palm Beach County and the City of Greenacres concerning the administration of the construction of water main interconnections by the City for PBCWUD and reimbursement of the City's costs for this work.

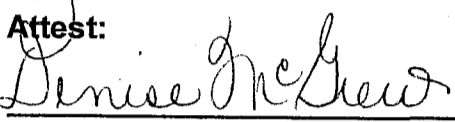
Section 2. The City hereby authorizes the appropriate City officials to execute the Interlocal Agreement (Exhibit "1") and take any necessary actions to effectuate its terms.

Section 3. The City Council hereby directs the Planning and Engineering Department to transmit a certified copy of this Resolution, along with the executed Interlocal Agreement (Exhibit "1") to the Palm Beach County Board of County Commissioners for their approval.

RESOLVED AND ADOPTED this 4th of March, 2013.

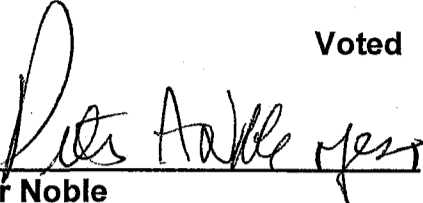


Samuel J. Ferreri
Mayor

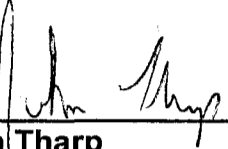
Attest:


Denise McGrew
City Clerk

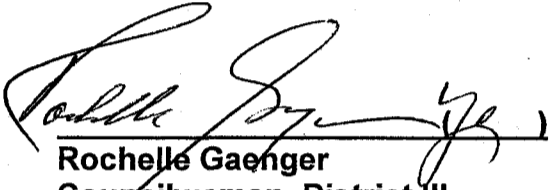


Voted



Peter Noble
Deputy Mayor



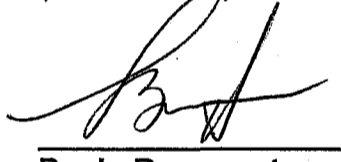
John Tharp (yes)
Councilman, District I



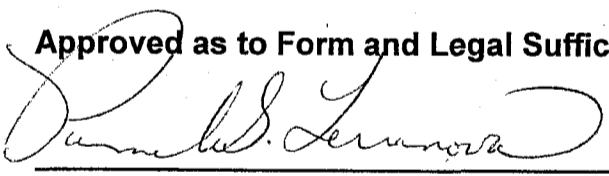
Rochelle Gaenger
Councilwoman, District III



Jonathan G. Pearce (yes)
Councilman, District IV



Paula Bousquet (yes)
Councilwoman, District V

Approved as to Form and Legal Sufficiency:


Pamela S. Terranova
City Attorney



City of Greenacres

5800 Melaleuca Lane • Greenacres • Florida • 33463-3515
Ph: 561-642-2017 • Fax: 561-642-2004 • Email: cm@ci.greenacres.fl.us

Samuel J. Ferreri
Mayor

Wadie Atallah
City Manager

Office of the City Clerk

Certification

State of Florida

County of Palm Beach

I, Denise McGrew, the undersigned authority, do hereby certify that the foregoing is a true, exact and correct copy of executed Resolution No. 2013-08 that was adopted by the City Council at the meeting of March 4, 2013.

Witness my hand and official corporate seal, this 5th day of March, 2013.



City of Greenacres, Florida

A handwritten signature in cursive script that reads "Denise McGrew".

**Denise McGrew
City Clerk**

John Tharp
Councilman • District I

Peter A. Noble
Councilman • District II

Rochelle Gaenger
Councilwoman • District III

Jonathan G. Pearce
Councilman • District IV

Paula Bousquet
Councilwoman • District V

**10TH AVENUE NORTH SANITARY SEWER PHASE 3
 BID SCHEDULE
 BID ALTERNATE 1**

[*Estimated Quantity*]

*Note: Bidder should verify estimated quantity.

G-1A	MOBILIZATION IN ADDITION TO BASE BID MOBILIZATION	L.S.	1,643.00	1	1,643.00
G-2A	MAINTENANCE OF TRAFFIC IN ADDITION TO BASE BID M.O.T.	L.S.	700.00	1	700.00
G-3A	DEMOLITION (INCLUDES ASPHALT/CONCRETE REMOVAL)	S.Y.	4.20	121	508.20
C-2A	12" COMPACTED SUBGRADE (SIDEWALK AND CURB)	S.Y.	4.20	48	201.60
C-3A	16" LIMEROCK BASE LBR 100 (10 TH AVENUE)	S.Y.	28.00	76	2,128.00
C-8A	1-1/2" TYPE S-I ASPHALT CONCRETE SURFACE (ONE LIFT) (10 TH AVENUE)	S.Y.	30.80	76	2,340.80
C-9A	1" TYPE S-III ASPHALT CONCRETE SURFACE (ONE LIFT) (10 TH AVENUE)	S.Y.	23.80	76	1,808.80
C-10A	1" TYPE S-III ASPHALT CONCRETE SURFACE (ONE LIFT) (10 TH AVENUE)	S.Y.	16.80	186	3,124.80
C-11A	MILL 1" EXISTING ASPHALT (10 TH AVENUE)	S.Y.	4.20	186	781.20
C-14A	CONCRETE SIDEWALK (4") & CONCRETE VALLY GUTTER	S.Y.	49.00	48	2,352.00
C-26A	FLORITAM SODDING	S.Y.	8.40	41	344.40
C-29A	REQUIRED TESTING COST IN ADDITION TO BASE BID TESTING REQUIRED	L.S.	350.00	1	350.00
C-30A	PREPARE AND PROVIDE WATER ASBULTS	L.S.	721.00	1	721.00
C-31	WATER MAIN SAMPLE POINT	EA.	414.00	2	828.00
C-32	8" DIP WATER MAIN	L.F.	83.00	64	5,312.00
C-33	6" DIP WATER MAIN	L.F.	78.00	50	3,900.00
C-34	6" & 8" DIP WATER MAIN FITTINGS	TON	7,300.00	0.5	3,650.00
C-35	8" GATE VALVE	EA.	1,553.00	2	3,106.00
C-36	FURNISH AND INSTALL 10"X6" TAPPING SLEEVE AND VALVE	EA.	6,408.00	1	6,408.00
C-37	FURNISH AND INSTALL 8"X6" REDUCER	EA.	503.00	1	503.00
C-38	CONNECT TO EXISTING WATER MAIN	EA.	2,144.00	1	2,144.00

TOTAL BID: 42,854.80

BIDDER: ManCon Incorporated

DATE: 2/20/2013

00300-6

**ENGINEERS PRELIMINARY COST ESTIMATE
FOR
(ALTERNATE WATER CROSSING AT FLEMING) 10TH AVENUE NORTH SANITARY SEWER PHASE 4 AND 5**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
1A	MOBILIZATION IN ADDITION TO BASE BID MOBILIZATION	1	LS	1,726	1,726.12
2A	MAINTENANCE OF TRAFFIC IN ADDITION TO BASE BID M.O.T.	1	LS	1,151	1,150.75
3A	DEMOLITION (INCLUDES ASPHALT/CONCRETE REMOVAL)	86	SY	5.00	430.00
5A	12" COMPACTED SUBGRADE (SIDEWALK)	10	SY	6.00	60.00
6A	16" LIMEROCK BASE LBR 100 (10 TH AVENUE)	76	SY	28.00	2,128.00
11A	1-1/2" TYPE S-I ASPHALT CONCRETE SURFACE (ONE LIFT) (10TH AVENUE)	76	SY	23.00	1,748.00
12A	1" TYPE S-III ASPHALT CONCRETE SURFACE (ONE LIFT) (10TH AVENUE)	76	SY	18.00	1,368.00
17A	CONCRETE SIDEWALK (4")	10	SY	60.00	600.00
31A	FLORITAM SODDING	20	SY	10.00	200.00
34A	REQUIRED TESTING IN ADDITION TO BASE BID REQUIRED TESTING	1	LS	1,200.00	1,200.00
35A	PREPARE AND PROVIDE WATER ASBULTS	1	LS	1,500.00	1,500.00
36	WATER MAIN SAMPLE POINT	2	EA	500.00	1,000.00
37	8" DIP WATER MAIN	110	LF	65.00	7,150.00
38	8" DIP WATER MAIN FITTINGS	0.5	TON	6,000.00	3,000.00
39	8" GATE VALVE	2	EA	1,500.00	3,000.00
40	FURNISH AND INSTALL 10"X8" TAPPING SLEEVE AND VALVE	1	EA	6,000.00	6,000.00
41	CONNECT TO EXISTING WATER MAIN	1	EA.	2,000.00	2,000.00
Subtotal (Water)					\$ 34,260.87
Inspection Fee 4% of Water					\$ 886.00
TOTAL (Water)					\$ 35,146.87

CRAVEN THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYORS

4/8/2013

3563 NW 53rd Street, Fort Lauderdale, Florida 33309

Florida Licensed Engineering, Surveying, and Business Mapping No. 271

EXHIBIT "1"

INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF GREENACRES FOR DESIGN, PERMITTING AND CONSTRUCTION OF WATER MAIN IMPROVEMENTS

THIS AGREEMENT is made and entered into this _____ day of _____, 2013, by and between the CITY OF GREENACRES, a municipal corporation of the State of Florida, hereinafter the "CITY," and PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter the "COUNTY", collectively referred to as the Parties.

WITNESSETH:

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Corporation Act of 1969" authorizes local governments to make the most efficient use of their powers, by enabling them to cooperate with other localities, on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, the CITY is constructing in phases water and sewer utility improvements along and near 10th Avenue North and the COUNTY has existing water mains that should be connected in order to improve fire flow along Swain Boulevard and Fleming Avenue, respectively; and

WHEREAS, the CITY will bid the utility improvements and include two alternates for the construction of two 8 inch water mains along Swain Boulevard and Fleming Avenue, connecting to the COUNTY water main along 10th Avenue North, and the COUNTY agrees to fund the design, permitting and construction of the 8" water mains (hereinafter the "COUNTY Water Mains")(a depiction of the proposed COUNTY Water Mains is attached hereto and incorporated herein as **Exhibit "A"**); and

WHEREAS, the COUNTY and CITY find that these efforts serve a public purpose.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct, and are incorporated herein.
2. The CITY shall be responsible for the advertising, bidding, awarding, supervising and managing of the construction of all utility improvements including the COUNTY Water Mains. The COUNTY will inspect the construction of the COUNTY Water Mains to ensure compliance with COUNTY construction materials and standards.
3. The COUNTY shall reimburse the CITY for the design, permitting and construction of the COUNTY Water Mains, and for the CITY's documented out-of-pocket expenses related to the COUNTY Water Mains, up to a not-to-exceed amount of \$75,000. COUNTY will reimburse the CITY for any change orders directly associated with the

construction of the COUNTY Water Mains, and the COUNTY will be allowed to assist in the negotiations of any change orders for the COUNTY Water Mains. If the total cost for the design, permitting, and construction of the COUNTY Water Mains, including the CITY'S documented out-of-pocket costs and any change orders, exceeds \$75,000, then an amendment to this Agreement is necessary. The CITY will invoice the COUNTY upon completion and acceptance of the COUNTY Water Mains by the COUNTY, and, unless an amendment is necessary pursuant to the previous sentence, the COUNTY will make payment to the CITY within 30 days of receipt of the invoice. The CITY shall transfer the ownership of the COUNTY Water Mains to the COUNTY by bill of sale following final payment to the CITY.

4. The COUNTY and the CITY agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion, sex, age, ancestry, marital status, familial status, disability, or gender identity or expression be discriminated against in performance of the Agreement.

5. In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

6. All notices required to be given under this Agreement shall be in writing, and deemed sufficient when sent by United States Mail, postage prepaid, to the following

AS TO COUNTY

Bevin Beaudet, Director
Palm Beach County Water Utilities Department
8100 Forest Hill Blvd.
West Palm Beach, Florida 33413

AS TO CITY

Thomas J. Lanahan
Assistant City Manager
City of Greenacres
5800 Melaleuca Lane
Greenacres FL 33463

7. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy shall preclude any other or further exercise thereof.

8. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective Parties; provided, however, that this clause pertains only to the Parties to the Agreement.

9. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

10. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an agreement delineating the Parties' obligations related to the construction of certain water system improvements, as authorized in Florida Statutes, Chapter 163. The governing bodies for the COUNTY and the CITY shall each maintain all legislative authority with regard to their respective political subdivision. All of the privileges and immunities from liability; exemption from laws, ordinances, and rules; and pensions and relief, disability, workers compensation and other benefits which apply to the activity of officers, agents or employees of any public agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, or employees extra-territorially under the provisions of this Agreement.

11. The Parties agree to abide by all applicable laws in the performance of this Agreement.

12. The COUNTY and the CITY acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The COUNTY and the CITY agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

13. The CITY shall promptly notify the COUNTY and the COUNTY shall promptly notify the CITY of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

14. The Parties expressly covenant and agree that in the event any of the Parties is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

15. The preparation of this Agreement has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

16. This Agreement represents the entire understanding among the Parties, and supersedes all other negotiations, representations, or agreements, written or oral, relating to this Agreement.

17. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

18. This Agreement shall take effect upon execution by both Parties and the effective date shall be the date of execution of the last party to execute this Agreement.

19. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of entities doing business with the County in order to ensure compliance with contract requirements and detect corruption and fraud.

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IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF GREENACRES

(CITY SEAL)

CITY OF GREENACRES
BY ITS CITY COUNCIL



ATTEST:

By: Denise McGraw
CITY CLERK

By: _____
MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: James B. Lennora
CITY ATTORNEY

PALM BEACH COUNTY

(COUNTY SEAL)

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

By: _____
DEPUTY CLERK

By: _____
STEVEN L. ABRAMS, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
ASSISTANT COUNTY ATTORNEY

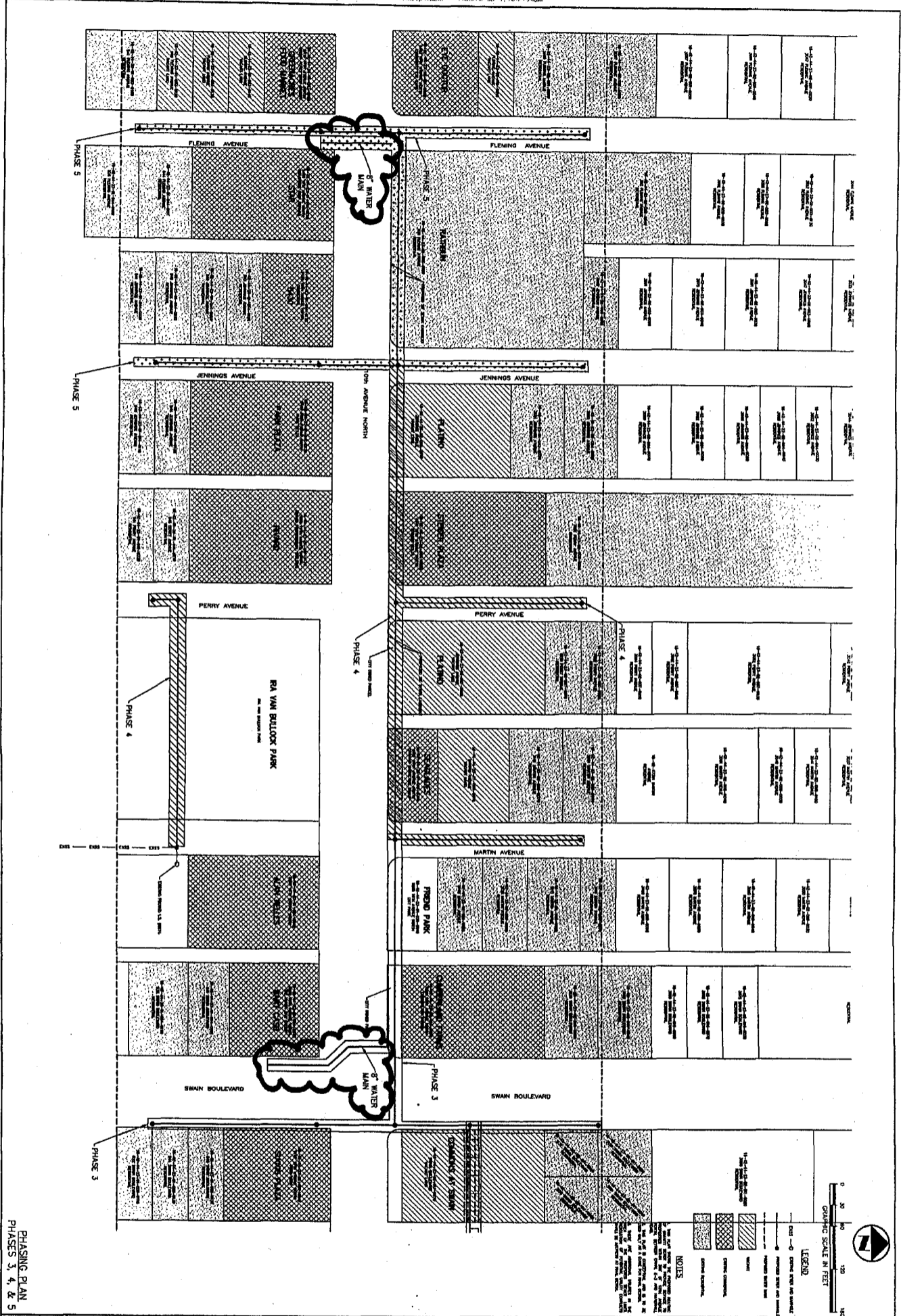
APPROVED AS TO TERMS AND CONDITIONS

By: Bonnie Brumba
DIRECTOR OF WATER UTILITIES

EXHIBIT "A"

DEPICTION OF PROPOSED COUNTY WATER MAIN

D:\10th Ave Sewer Project\10th Ave Sewer Project\10th Ave Sewer Project.dwg Date: 12/11/2012 1:24:00 PM User: J. Adams



PHASING PLAN
PHASES 3, 4, & 5

<p>10TH AVENUE NORTH SEWER PROJECT PRELIMINARY ENGINEERING PLAN CITY OF GREENACRES FLORIDA</p> <p>PREPARED FOR: CITY OF GREENACRES</p>	<p>GRAVEN-THOMPSON & ASSOCIATES, INC. ENGINEERS PLANNERS SURVEYORS</p> <p>2041 VERA PARKWAY, SUITE 200, WEST PALM BEACH, FLORIDA 33411 TEL: (561) 888-2000 FAX: (561) 888-1077</p> <p>2383 N.W. 1300 STREET, FORT LAUDERDALE, FLORIDA 33309 TEL: (954) 726-6400 FAX: (954) 726-6406</p> <p>FLORIDA LICENSED ENGINEER, SURVEYOR & MAPPING BUSINESS NO. 671 FLORIDA LICENSED LANDSCAPE ARCHITECTURE BUSINESS NO. 1200114</p> <p><small>ALL RIGHTS RESERVED. THIS PROJECT IS THE PROPERTY OF GRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GRAVEN-THOMPSON & ASSOCIATES, INC. © 2008</small></p>	<p>DATE DRAWN: 02/24/10 SCALE: 1"=50' DESIGN BY: AQUIART DRAWN BY: AQUIART</p>	<p>DATE: 02/24/10 BY: [Signature] APPROVED BY: [Signature]</p>	<p>GRAPHIC SCALE IN FEET</p> <p>0 20 40 60 80 100 120 140 160</p> <p>NOTES: 1. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 2. ALL CONDUITS SHALL BE 18" DIA. UNLESS OTHERWISE NOTED. 3. ALL CONDUITS SHALL BE 10' DEEP UNLESS OTHERWISE NOTED. 4. ALL CONDUITS SHALL BE 10' SPACED UNLESS OTHERWISE NOTED. 5. ALL CONDUITS SHALL BE 10' FROM CURB UNLESS OTHERWISE NOTED. 6. ALL CONDUITS SHALL BE 10' FROM PROPERTY LINE UNLESS OTHERWISE NOTED. 7. ALL CONDUITS SHALL BE 10' FROM ADJACENT CONDUITS UNLESS OTHERWISE NOTED. 8. ALL CONDUITS SHALL BE 10' FROM EXISTING UTILITIES UNLESS OTHERWISE NOTED. 9. ALL CONDUITS SHALL BE 10' FROM EXISTING STRUCTURES UNLESS OTHERWISE NOTED. 10. ALL CONDUITS SHALL BE 10' FROM EXISTING TREES UNLESS OTHERWISE NOTED.</p>
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