

34-1

Agenda Item #:

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: August 17, 2021

Consent

Regular

Ordinance

Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a License and Indemnity Agreement (Agreement) with WPB 303 Banyan Apartments, LLC (Banyan) pursuant to which the County will permit Banyan to utilize the air space above County property to operate a crane to facilitate a construction project on property abutting County property.

Summary: Banyan is the owner of the property on which the construction project located at 202 N Dixie Highway, West Palm Beach, FL 33401, is taking place. This property abuts the Government Center Parking Garage located at 215 N Olive Avenue. In exchange for permitting Banyan's access to the air space above the County's property, County is able to ensure Banyan maintains adequate protections for safety, indemnification, and insurance. The amount of insurance to be maintained by Banyan's contractors is \$22 million dollars. Banyan is only permitted to operate the arc and boom portion of the crane above County property. Banyan is not permitted to swing any material being hoisted over County property. The term of this Agreement is until June 1, 2022, the time it will take to complete the construction project. This Agreement may only be terminated by mutual agreement of the parties, Banyan providing written notification it no longer requires the use of the crane, expiration of the insurance Banyan's contractors are required to maintain, or expiration of the Term. **(FDO Admin) District 7 (MWJ)**

Background & Justification: Banyan's construction project is taking place on property that abuts County property. Air space rights of a property owner in Florida are unclear, but it is unlikely the County could successfully bring a legal action to prevent a developer of adjacent land from having its crane arc and boom intermittently swing over County property. Therefore, it is in County's best interest to negotiate terms that offer the best possible safety, insurance and indemnification provisions to protect County during the construction of a building on property abutting County property. This Agreement requires Banyan to provide County with a safety plan and hurricane action plan for the crane, ensure all contractors maintain insurance, and indemnify the County for damage arising out of Banyan's use of the air space above County's property.

Attachments:
Agreement

Recommended By:

MB [Signature]
Department Director

7/15/21
Date

Approved By:

[Signature]
County Administrator

7/28/21
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No _____
 Does this item include the use of federal funds? Yes _____ No

Budget Account No:
 Fund _____ Dept _____ Unit _____ Object _____
 Fund _____ Dept _____ Unit _____ Revenue Source _____

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

* There is no fiscal impact to this item.

C. Departmental Fiscal Review: Karen Speer

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 7/25/21
 OFMB 7/19/21 LM 7/19/21
[Signature] Contract Development and Control
 7-22-21 TW

B. Legal Sufficiency:

[Signature] for M. Jones 7/23/21
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

AIR SPACE LICENSE AND INDEMNITY AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2021 (the "Effective Date") by and between Palm Beach County, a political subdivision of the State of Florida ("County" or "Licensor"), and WPB 303 Banyan Apartments, LLC, a Delaware limited liability company, with an address of 8210 Creedmoor Road, Suite 103, Raleigh, North Carolina 27613 ("Licensee").

WHEREAS, County is the fee simple owner of certain real property and improvements located thereon, located at 215 N Olive Ave, West Palm Beach, Florida, having Parcel Numbers 74434321010530010, 74434321010530000, and 74434321010530010 ("the Property");

WHEREAS, Licensee is the owner of the property on which the construction project located at 202 N Dixie Hwy, West Palm Beach, FL 33401 ("the Project") is taking place;

WHEREAS, the Project abuts the Property and, during the construction of the Project, Licensee's construction manager and contractors will require the use of a tower crane or cranes (collectively, the "Crane") in the performance of the construction work for the Project, the boom of which Crane will be required to swing over the Property into the air space of the Property (the "Air Space");

WHEREAS, Licensee has notified County of its intended use of the Air Space above the Property in order to utilize the Crane for the construction of the Project, and the County has agreed to said use, on the condition that Licensee provides and maintains suitable and adequate protections for safety and indemnification which will protect County from losses which may result from such activities, as delineated herein.

NOW, THEREFORE, in consideration of the foregoing covenants, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and incorporated herein by reference.
2. License. County hereby grants Licensee a non-exclusive license to utilize the Air Space above the Property for the purpose of maintaining and swinging the arc and boom of the Crane to move materials onto the Project, within the radius parameters as depicted in Exhibit A attached hereto; provided, however, that (i) in no event shall Licensee or Licensee's contractors, subcontractors, employees or express agents, be allowed, at any time, to swing any live load, as defined as material being hoisted, over any portion of the County's Property; (ii) in no event shall the boom (or jib) or counter-boom (or jib) enter or be located less than 120 feet above the natural grade of County's Property or less than 40 feet above any improvements on the County's Property; (iii) in the use of the license provided hereby, Licensee shall coordinate with County with respect to County's use of the County's Property, and shall operate the Crane and manage the swing radius of the boom (or jib) and counter-boom (or jib) of the Crane in a manner that does not unreasonably interfere with County's use of the County's Property or cause damage to County's Property or any improvements thereon; (iv) Licensee shall permit only personnel who are trained and qualified according to standards set forth by the National Commission for the Certification of Crane Operators to operate, supervise and signal any crane used pursuant to this Agreement; (v) Licensee shall cease all use of the License and shall dismantle and remove all cranes used pursuant to this Agreement as soon as it is commercially feasible to do so in connection with the completion of the Project and in any event as of the termination of the License (provided, for avoidance of doubt, that Licensee or Licensee's contractors, subcontractors, employees or express agents shall not have the right to use the ground level of the County's Property for the purpose of dismantling the Crane); and (vi) all cost and liabilities associated with the use of the License shall be borne by Licensee.

3. Term. This non-exclusive license shall commence upon execution by both parties (the "Effective Date") and shall continue until June 1, 2022, subject to delays for force majeure (the "Term").
4. Safety Plan. Licensee shall submit to County a written safety plan governing the use of the Crane, the manufacturer's documentation regarding the structural integrity of the Crane being used, and the means and methods under which it is intended such Crane will be operated under while swinging over the Property. Reasonable comments, recommendations and requests by the County with respect to the use of the Crane shall be accommodated and incorporated into Licensee's safety plan, as submitted to County.
5. Hurricane Action Plan. The parties recognize that the presence of a crane and other hoisting equipment during hurricane season poses serious concerns for public safety. Licensee shall provide County with wind ratings for the Crane and a detailed action plan for proper protection of the Crane during a hurricane, which shall include the protective measures to be taken (disassembly, tie down supports, removing rigging, etc.), when protective measures will begin to be implemented before an impending storm, and what testing and inspections will be undertaken post hurricane to ensure the safety of the Crane. Reasonable comments, recommendations and requests by the County with respect to the safety of the Crane during a storm shall be accommodated and incorporated into Licensee's Hurricane Action Plan.
6. Insurance. Prior to commencement of the erection of the Crane or any occupation of the Air Space over the Property, Licensee shall cause the operator of the Crane to provide to County evidence of valid, in-force liability insurance, including Commercial General Liability. The Commercial General Liability policy shall provide coverage on a primary basis and have limits of no less than One Million Dollars (\$1,000,000.00) per occurrence, Twelve Million Dollars (\$12,000,000.00) in the aggregate, and an Umbrella Liability Insurance of Ten Million Dollars (\$10,000,000.00) per occurrence and Ten Million Dollars (\$10,000,000.00) in the aggregate. Licensee or the operator of the Crane shall endorse or cause to be endorsed "Palm Beach County Board of County Commissioners" as an Additional Insured using a CG 20 38 04 13 or equivalent endorsement providing coverage for upstream parties. The availability of coverage shall in no way limit Licensee's liability.
7. Indemnification. Licensee shall indemnify, protect, defend and hold the County free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines, penalties, fees and damages (including attorney's fees at trial and appellate levels) and causes of action of every kind and character against, or in which County is named or joined, for any damage to property or the environment, economic losses, bodily injury (including death) or any other claim arising in Tort, contracts or otherwise, incurred or sustained by any person or entity, arising directly due to the following matters occurring in connection with the operation of the Crane:
 - a The acts or omissions of Licensee or its contractors, subcontractors, employees, any crane operator or agents who are permitted to access and use the Air Space above County's Property as part of the Project;
 - b Licensee's performance, non-performance or purported performance under this Agreement;
 - c The assembly, erection, operation, manufacture, maintenance, repair, dismantlement, or and/or operation and use of the Crane as part of the Project;

Licensee's indemnification and defense obligations under this Agreement shall arise regardless of any assertion or finding that County is liable by reason of a non-delegable duty.

In the event County shall be made a party to any litigation commenced against Licensee or by Licensee against any third party, then Licensee shall protect and defend and hold County harmless and pay all costs and reasonable attorney's fees incurred by County in connection with such litigation, and any appeals thereof.

Licensee further agrees to hold harmless, protect and defend and indemnify County for fines, citations, court judgments, insurance claims, losses, consequential damages including restoration costs (including, but not limited to, finding and renting comparable space for County's operations during the restoration period), economic damages or any other liability resulting from the activities of Licensee or its contractors, subcontractors, employees or express agents under this Agreement, whether or not Licensee was negligent or even knowledgeable of any events precipitating a claim or arising as a result of any situation involving the activities of Licensee.

Licensee recognizes the broad nature of this indemnification provision and specifically acknowledges that County would not have entered into this Agreement without Licensee's agreement to indemnify County and further acknowledges the receipt of good and valuable separate consideration provided by County in support hereof in accordance with the laws of the State of Florida.

The provisions of this Section shall survive expiration or termination of this Agreement.

8. Disclaimer and Release of Liability.

IN CONSIDERATION OF THE COUNTY'S AGREEMENT TO ALLOW LICENSEE TO UTILIZE THE AIRSPACE ABOVE COUNTY'S PROPERTY AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, COUNTY HEREBY DISCLAIMS, AND LICENSEE HEREBY WAIVES, RELEASES AND DISCHARGES COUNTY, FROM ANY AND ALL CLAIMS, LIABILITIES, COSTS, CAUSES OF ACTION, LOSSES, DAMAGES, OR PERSONAL INJURIES OR DEATH, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY, NEGLIGENCE AND NUISANCE), ARISING OUT OF LICENSEE'S OPERATION OF THE CRANE PURSUANT TO THIS AGREEMENT, SUSTAINED BY LICENSEE, ITS SUBCONTRACTORS, ITS EMPLOYEES, AGENTS, AND INVITEES, DURING THE TERM OF THIS AGREEMENT.

THE PARTIES HERETO EXPRESSLY AGREE THAT UNDER NO CIRCUMSTANCES SHALL COUNTY BE LIABLE FOR INDIRECT, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES WHETHER IN CONTRACT OR TORT OR OTHERWISE (INCLUDING STRICT LIABILITY, NEGLIGENCE, AND NUISANCE).

The provisions of this Section shall survive expiration or termination of this Agreement.

9. No Limitation. Except as otherwise provided herein, Licensee agrees that the rights granted to Licensee hereunder shall in no way or manner limit, adversely impact in a material fashion, or restrict the right of County to use, improve, renovate or erect additional improvements on the County's Property in accordance with applicable law, or otherwise use the air rights associated with the County's Property.

10. Maintenance and Repair. In the event that Licensee damages the Property, County shall complete the necessary repairs and Licensee shall reimburse County for all expenses incurred by County in doing so.

11. **Contact Numbers.** Licensee agrees to provide a list of emergency numbers to County and its authorized representatives to contact prior to commencement of any activities in the Air Rights over the Property.
12. **Termination.** This Agreement may only be terminated by the earliest to occur of the following:
 - a. Cessation of Licensee's use of the Crane over the Property and Licensee notifying County in writing that it no longer requires the use of the Crane over the Property;
 - b. Mutual written agreement of the parties; or
 - c. Expiration of the insurance required by Section 6 without proof to County of renewal within two (2) business days of expiration; or
 - d. The expiration of the Term.However, County may terminate this License Agreement at any time upon written notice to Licensee. Upon Licensee's receipt of written notice from the County, this License Agreement shall terminate, Licensee's Crane shall not infiltrate County's Air Space and County shall be relieved of all further obligations hereunder accruing subsequent to the date of such termination. Notwithstanding such termination, Licensee shall remain liable for any obligations arising prior to such termination.
13. **Entire Agreement.** This Agreement constitutes an integrated agreement and incorporates all prior agreements, discussions, whether verbal or written, between and among the parties. This Agreement may only be modified by a written amendment signed by all parties hereto.
14. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument.
15. **Governing Law and Venue.** This Agreement shall be interpreted and construed with the laws of the State of Florida and venue shall be in a state court of competent jurisdiction in Palm Beach County.
16. **Notice.** All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

FDO Director
2633 Vista Parkway
West Palm Beach, FL 33411
Fax: (561) 233-0206

with a copy to:

Palm Beach County
Attn: County Attorney
301 North Olive Avenue
West Palm Beach, FL 33401
Fax: (561) 355-6461

If to Licensee at:

WPB 303 Banyan Apartments, LLC
8210 Creedmoor Road, Suite 103
Raleigh, North Carolina 27613
Attention: Todd Jacobus
Email: tjacobus@wfinvest.net

WPB 303 Banyan Apartments, LLC
c/o The Northwestern Mutual Life Insurance Company
1100 Abernathy Road, Suite 895
Atlanta, Georgia 30328
Attention: Regional Director
Reference: JV No.: 155276
Email: sandrabinder@northwesternmutual.com

With copies to:

Troutman Pepper Hamilton Sanders LLP
301 S College Street, Suite 3400
Charlotte, NC 28202
Attention: Stephanie Greer Fulcher, Esq.
Telephone: (704) 650-3800
Email: stephanie.greerfulcher@troutman.com

The Northwestern Mutual Life Insurance Company
720 E. Wisconsin Avenue
Milwaukee, WI 53202
Attn: Beth A. Jacobs
Reference: JV No.: 155276
Email: bethiacobs@northwesternmutual.com

17. **Non-Discrimination.** The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, Licensee warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.
18. **Subcontracting.** Licensee may not subcontract or assign any rights, responsibilities or obligations of this License Agreement; provided that, Licensee may contract with a qualified contractor to build and operate the Crane in accordance with Section 2 of this Agreement.
19. **Palm Beach County Office of the Inspector General.** Pursuant to Palm Beach County Code, Sections 2-421 through 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to have the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate,

20. monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21. No Third Party Beneficiary. No provision of this License Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this License Agreement, including but not limited to any citizen or employees of the County and/or employees of Licensee.

Remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

**JOSEPH ABRUZZO
CLERK & COMPTROLLER**

**LICENSOR: PALM BEACH COUNTY, a political subdivision
of the State of Florida**

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

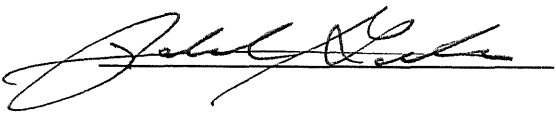
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
County Attorney

By: Ms. Isami Ayala-Collazo
Isami Ayala-Collazo, Director
Facilities Development & Operations

Witness:



LICENSEE:

WPB 303 BANYAN APARTMENTS, LLC,
a Delaware limited liability company

By: WF Banyan, LLC,
a Delaware limited liability company,
its Member

By: Todd H. Jacobus
Name: Todd H. Jacobus, its President

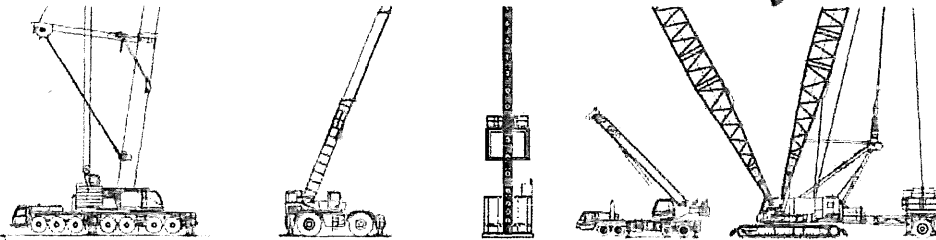
Exhibit A

PRELIMINARY
NOT FOR CONSTRUCTION

Customer Requirements for Climbing Cranes:

- Provide Maxim Crane Works, L.P. the as-built foundation elevation, crane center location and orientation from project grid lines once the foundation is poured. This must be provided to verify the tie-in details.

Sheet List Table		
Rev	Number	Title
	X-1	Cover Sheet
	X-2	Standard Notes & Conditions
	X-3.1	Crane 1 Foundation Reactions
	X-3.2	Crane 2 Foundation Reactions
	X-4.1	Crane Plan
	X-4.2	Overall Site Plan
	X-5.1	Initial Elevation



This drawing has been prepared for the sole use of Maxim Crane Works, Inc. and is not to be used for any other purpose without the express written consent of Maxim Crane Works.

303 Banyan
WEST PALM BEACH, FL
COVER SHEET

TBD

SCALE: NONE DATE
FOR APPROVAL: 01/13/04
BY: MCH/EST

20-0044
X-1

Best Viewed on 11x17 Paper

Exhibit A / Page 1 of 7

Contract Agreements / Change Orders

1. Written contracts supercede deviations between these drawings and the contract.
2. A copy of the "For Approval" drawing set shall be returned to Maxim Crane Works, L.P. (Maxim) by the Customer prior to erection of the crane(s) with markups and revisions noted (if any). Written acceptance of the drawings must be received prior to crane erection. Requests for changes to the drawings within 30 days of erection or after written approval shall be subject to additional charges.
3. This drawing set is loaned to the recipient for confidential use only. Reproduction or distribution is strictly prohibited without express written consent of Maxim.

Tower Crane Operations

1. In-service working conditions are restricted to wind speeds less than or equal to 45 mph per FEM 1.001 measured at the top of the crane. The permissible lifting wind speed shall be adjusted based on the load's exposed area including appropriate shape coefficients for the load being lifted. The crane load chart applies for loads whose exposed area is less than 9.8 square feet per ton of chart capacity. The permissible lifting wind speed shall be reduced for a load with an exposed wind area greater than this value. Consult the crane's Operating Manual for guidance. If wind speeds exceed 45 mph, the tower crane shall be placed out of operation and be allowed to weathervane 360 degrees in accordance with the operations manual.
2. For climbing cranes, the customer shall provide written as-built horizontal and vertical location of the centerline of the tower crane foundation within five (5) calendar days of concrete placement. The customer shall also provide the written as-built angle if the tower crane is skewed from a building grid line. For in and out of service working conditions see foundation detail drawings.
3. The customer shall verify the crane can safely operate and/or weathervane over adjacent property, existing buildings, power lines, streets, neighboring obstacles, etc. It is the customer's responsibility to obtain any required permits or easements.
4. The customer shall verify all dimensions and site conditions prior to starting work. Any deviations from this drawing set shall be brought to the immediate attention of Maxim Crane Works.
5. All hook heights are calculated from the top of the tower crane's foundation.
6. Consult the crane's operation manual for additional information necessary for safe operation of the lower crane.
7. For projects with multiple tower cranes, when slewing the upper crane, the hook block must be positioned to clear the lower crane.
8. Consult the crane's Operating Manual for the permissible working temperature.
9. Installation, operation, assembly, disassembly and maintenance shall be carried out in accordance with ASME B30.3, OSHA 1926 Subpart CC, local codes and manufacturer's requirements.

Emergency Weather Procedures

1. For a storm with a predicted wind speed greater than the design wind speed shown on the Foundation or Tie-In Detail drawings, Maxim shall be contacted for proper procedures.
2. For a storm with a predicted wind speed not anticipated to exceed the design wind speed shown on Foundation or Tie-In Detail drawings, the standard procedures outlined in the operating manual are to be followed for taking the crane out of service. A partial list of items to be completed are:
 - Check & adjust weathervane operation,
 - Remove loose items from crane upper-works,
 - Remove signage from crane,
 - Tie electrical panel doors shut,
 - Check Counterweight security bars (if equipped),
 - Locate trolley to innermost position secured against stops,
 - Hook block assembly to be raised to uppermost position,
 - All rigging to be removed,
 - Check all lower connection bolts,
 - Check tie-in collars and ties,
 - Secure power cable at each tower section; and
 - Shut off power at base.
3. Once the storm has passed and prior to re-energizing, the crane shall be inspected by the operator. The following steps are to be performed:
 - Inspect foundation bolts,
 - Inspect tower sections and mounting bolts.
 - Check power cable connections,
 - Check motors and panels for water accumulation,
 - Energize the crane; and
 - Check functions and safeties for proper operation.

Added Wind Area (Signs)

Added wind area (signage) must not affect the safe operation of the tower crane. If the operator is not able to safely control the crane for its normal intended operation, then the signage shall be removed. Additional surfaces exposed to the wind on the crane's structure may affect its stability. The creation of additional surfaces exposed to the wind on the counter-jib can prevent the crane from turning into the wind properly when it is out of service, or affect the crane's proper operation when in use. If a sign is to be placed on the crane, without the calculation of additional crane structural stresses, the guidelines below and those shown on Drawing X-3 shall be followed. Signs are not permitted on M/R type cranes.

1. Signs may be attached to any existing solid surface on the crane such as a counterweight provided the sign is not larger than the solid surface.
2. Signs constructed of solid wood, metal, or similar materials are not permitted.

If a sign is to be placed on the Wolfkran, without the calculation of additional crane structural stresses, the following guidelines shall be followed:

1. Signs must be no larger than a 6'-0" wide x 11'-0" tall banner.
2. One sign may be located each side of the counterweights. Attach the sign to the advertising plate provided.

Top Climbing

1. The tower crane shall be oriented such that the jib is parallel to the face of the structure, other obstructions, or line of clearance for proper installation, climbing and dismantlement of the tower crane. See additional notes and details on the plan drawing(s) for proper orientation of base and tower sections.

Electrical Requirements

1. The customer shall ensure power is available at the tower crane base prior to the scheduled erection date. The tower crane can not be erected without power.
2. A fused disconnect shall be provided at the base of the tower crane for power supply. Surge diverters may be installed at the site junction boxes to protect electrical equipment on the site.
3. Tower must be grounded prior to erecting the tower crane by linking to a grounding rod with a grounding conductor in accordance with local building codes. It is recommended the grounding rod consist of a minimum of 2" diameter galvanized steel or copper rod driven a minimum of 8'-0" into the ground. It is recommended the grounding conductor be a minimum of 1 1/2" wide and 1/4" thick galvanized steel strip or a minimum AWG #4 copper cable. The grounding conductor shall be attached to the base tower section using a NEC approved clamp system. Do not drill or weld to the tower mast structure.
4. Provide 3 Phase, 60 Hz power supply plus ground. Provide 480 volts phase to phase, 277 volts each phase to ground, with 120° phase shift between phases.
5. The use of open delta transformers is prohibited.
6. Amperage requirements for the crane(s) may be found on Drawings X-3.

WARNING: Electrical installation and connection work must be completed by qualified persons, and must comply with all relevant local, state or provincial, and federal rules, regulations and codes. The tower crane's electrical system must be properly grounded prior to erecting the tower crane in order to protect personnel from danger of electrical shock. Failure to follow these instructions is dangerous and could lead to an accident resulting in property damage, serious injury or loss of life.

PRELIMINARY

NOT FOR CONSTRUCTION



This drawing has been prepared for the sole use of Maxim Crane Works. It is loaned to the recipient for informational use only. Reproduction or modification, without the express written consent of Maxim Crane Works.

Project Name
CITY, STATE
STANDARD NOTES & CONDITIONS

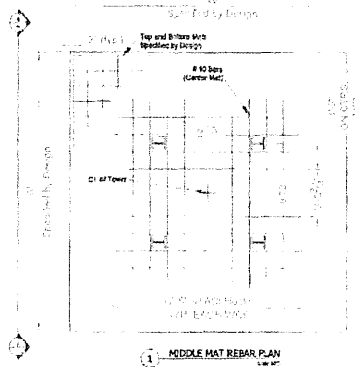
CUSTOMER

ISSUE PURPOSE DATE
PRELIMINARY

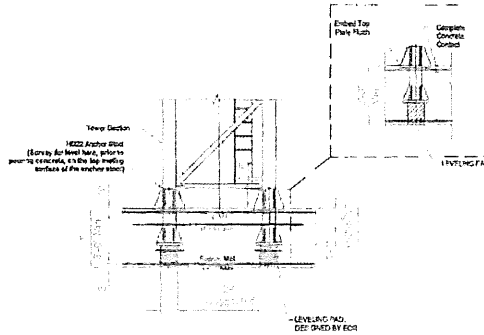
DATE
BY
DWD
X-2

EXHIBIT A/ Page 2 of 7

Terex CTT331 or CTT332



1 MIDDLE MAT REBAR PLAN



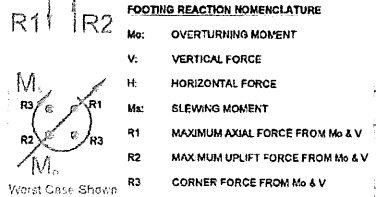
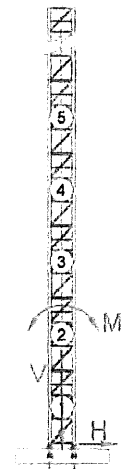
2 HD 22 FOUNDATION ELEVATION

- Notes:**
- The crane foundation shall be designed in accordance with the recommendations from a site specific geotechnical report.
 - It is recommended the concrete shall reach the following compressive strength:
75% for Mast Erection
90% for Upper Erection
100% for Load Test & Operation
 - Foundations located within a 1.5H, 1V slope of the toe of an excavation shall not be permitted. The customer shall verify that there are no underground structures, utilities or obstructions in the area of the proposed crane location(s).

PRELIMINARY
NOT FOR CONSTRUCTION

BASE SECTION SET PROCEDURE:

- Install bottom reinforcement.
- Build leveling pads. Bottom reinforcing mat shall be continuous through leveling pads.
- Place base assembly on leveling pads.
- Confirm correct orientation of the mast section with the plan view.
- Set base assembly level using shims as required. The base assembly shall be set level prior to pouring the foundation for the crane. The tower mast shall be erected plumb to within a tolerance of 1:500 (0.05 inches in 40 feet).
- Install center and top reinforcement mats.
- The top surface of the stool must be flush with the top of the foundation concrete.



FOOTINGS REACTION NOMENCLATURE

- Mo: OVERTURNING MOMENT
- V: VERTICAL FORCE
- H: HORIZONTAL FORCE
- Ms: SLEWING MOMENT
- R1: MAXIMUM AXIAL FORCE FROM Mo & V
- R2: MAXIMUM UPLIFT FORCE FROM Mo & V
- R3: CORNER FORCE FROM Mo & V

FOUNDATION REACTION FORCES			
Lower Crane	CTT331 or CTT332	Anchor Stool	HD22
Stool Length (ft)	131	Base Mast Section	HD23-22.0
Mast Height (ft)	140 ft - section or 225' out	Mast Leg Spacing	6.73'
IN SERVICE CASE (See Note)		OUT OF SERVICE CASE (See Note)	
Overturning Moment	Mo = 5,220 ft-kips	Overturning Moment	Mo = 6,858 ft-kips
Vertical Load	V = 325 kips	Vertical Load	V = 218 kips
Horizontal Load	H = 15.3 kips	Horizontal Load	H = 77.0 kips
Slewing Moment	Ms = 234 ft-kips	Slewing Moment	Ms = 0 ft-kips
Max. Axial Force	R1 = 631 kips	Max. Axial Force	R1 = 758 kips
Max. Uplift Force	R2 = 487 kips	Max. Uplift Force	R2 = 649 kips
Corner Force	R3 = 82 kips	Corner Force	R3 = 55 kips
REACTIONS DURING ASSEMBLY CASE		WIND FROM THE SIDE (62 MPH) CASE	
Overturning Moment	Mo = 0 ft-kips	Overturning Moment	Mo = 4,857 ft-kips
Vertical Load	V = 0 kips	Vertical Load	V = 203 kips
Horizontal Load	H = 0.0 kips	Horizontal Load	H = 28.6 kips
Slewing Moment	Ms = 204 ft-kips	Slewing Moment	Ms = 0 ft-kips
Max. Axial Force	R1 = 0 kips	Max. Axial Force	R1 = 500 kips
Max. Uplift Force	R2 = 0 kips	Max. Uplift Force	R2 = 449 kips
Corner Force	R3 = 0 kips	Corner Force	R3 = 66 kips

Notes:

- Zero values indicate information is not available.
- The out-of-service design wind pressure applied to the crane is taken from the recommendations in ASMP B30.3-2015 using a site ASCE 7 Vw = 150 mph, Exposure C. The crane ultimate design wind speed for the configuration shown using a SEA-ASCE 37-02 reduction factor = 1 is 160 mph. The ultimate wind speed was converted to a nominal service wind speed using the equation in ASCE 7. The foundation reactions shown are service loads applied to the foundation for the freestanding condition.
- See tie-in drawings for out of service wind speed after a tie-in is installed. For top climbing applications, the vertical load V shall be increased by 10.7 kips for the weight of each additional lower mast section added to the crane.

DESIGNED BY OTHERS

POWER REQUIREMENTS	CONSUMPTION				Minimum Recommended Generator Size (KW)	Area on Only One Side of Counter (ft ²)	<OR>	Area on Two Sides of Counter (ft ²)	Maximum Distance Center of Sign to Center of Crane (ft)
	Nominal (kVA)	Peak (kVA)	Nominal (Amps)	Peak (Amps)					
CTT331-16, CTT332-16	114	N/A	160	782	200	43.1	43.1	13.1	

Note: N/A indicates the information is not available.

2 HD22 ANCHOR STOOL DIMENSIONS

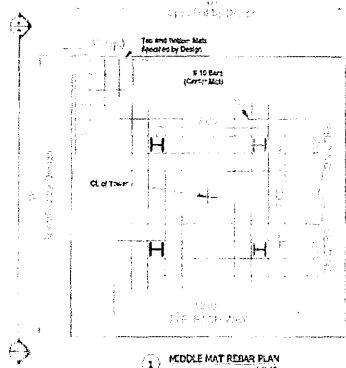


303 Banyan
WEST PALM BEACH, FL
CRANE FOUNDATION REACTIONS
TBD

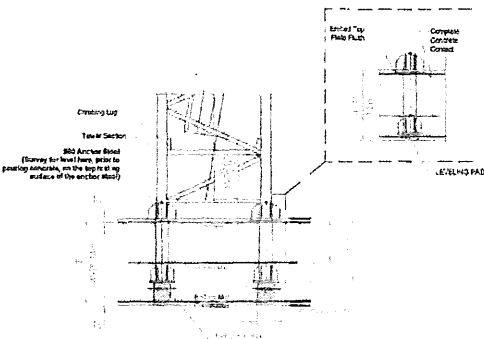
ISSUE PURPOSE FOR APPROVAL	DATE

Exhibit A/ Page 3 of 7

Terex SK405 or SK415



1. MIDDLE MAT REBAR PLAN



4. 560 FOUNDATION ELEVATION

Notes:

- The crane foundation shall be designed in accordance with the recommendations from a site specific geotechnical report.
- It is recommended the concrete shall reach the following compressive strength:
75% for Mast Erection
80% for Upper Erection
100% for Load Test & Operation
- Foundations located within a 1.5H:1V slope of the toe of an excavation shall not be permitted. The customer shall verify that there are no underground structures, utilities or obstructions in the area of the proposed crane location(s).

PRELIMINARY
NOT FOR CONSTRUCTION



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303 Banyan
WEST PALM BEACH, FL
CRANE 2 FOUNDATION REACTIONS

TBD

DATE FOR APPROVAL: 03/14/2017

BY: MFW

SCALE: 1/4" = 1'-0"

PROJECT: 303 BANYAN CRANE FOUNDATION REACTIONS (DRAWING NO.)

REV: 1

DATE: 03/14/2017

BY: MFW

SCALE: 1/4" = 1'-0"

PROJECT: 303 BANYAN CRANE FOUNDATION REACTIONS (DRAWING NO.)

REV: 1

DATE: 03/14/2017

BY: MFW

SCALE: 1/4" = 1'-0"

PROJECT: 303 BANYAN CRANE FOUNDATION REACTIONS (DRAWING NO.)

REV: 1

DATE: 03/14/2017

BY: MFW

BASE SECTION SET PROCEDURE:

- Install bottom reinforcement
- Build leveling pads. Bottom reinforcing mat shall be continuous through leveling pads.
- Place base assembly on leveling pads
- Confirm correct orientation of the mast section with the plan view
- Set base assembly level using shims as required. The base assembly shall be set level prior to pouring the foundation for the crane. The lower mast shall be erected plumb to within a tolerance of 1:500 (0.96 inches in 40 feet).
- Install center and top reinforcement mats.
- The top surface of the stool must be flush with the top of the foundation concrete.



FOOTING REACTION NOMENCLATURE

- M_o : OVERTURNING MOMENT
 V : VERTICAL FORCE
 H : HORIZONTAL FORCE
 M_s : SLEWING MOMENT
 $R1$: MAXIMUM AXIAL FORCE FROM M_o & V
 $R2$: MAXIMUM UPLIFT FORCE FROM M_o & V
 $R3$: CORNER FORCE FROM M_s & V
 Worst Case Shown

FOUNDATION REACTION FORCES			
Lower Crane	SK405 or 415	Anchor Stool	560
Job Length (ft)	131 or 164	Base Mast Section	T82-3 w/ M42 Bolts
Hook Height (ft)	116	Mast Top Spacing	7.35 ft
IN SERVICE CASE (See Note)		OUT OF SERVICE CASE (See Note)	
Overturning Moment	$M_o = 4,295$ ft-kips	Overturning Moment	$M_o = 7,350$ ft-kips
Vertical Load	$V = 266$ kips	Vertical Load	$V = 213$ kips
Horizontal Load	$H = 6.8$ kips	Horizontal Load	$H = 71.0$ kips
Slewing Moment	$M_s = 400$ ft-kips	Slewing Moment	$M_s = 0$ ft-kips
Max. Axial Force	$R1 = 505$ kips	Max. Axial Force	$R1 = 790$ kips
Max. Uplift Force	$R2 = 357$ kips	Max. Uplift Force	$R2 = 684$ kips
Corner Force	$R3 = 74$ kips	Corner Force	$R3 = 53$ kips
REACTIONS DURING ASSEMBLY CASE		WIND FROM THE SIDE (62 MPH CASE)	
Overturning Moment	$M_o = 2,445$ ft-kips	Overturning Moment	$M_o = 4,200$ ft-kips
Vertical Load	$V = 210$ kips	Vertical Load	$V = 225$ kips
Horizontal Load	$H = 25.5$ kips	Horizontal Load	$H = 25.5$ kips
Slewing Moment	$M_s = 400$ ft-kips	Slewing Moment	$M_s = 0$ ft-kips
Max. Axial Force	$R1 = 298$ kips	Max. Axial Force	$R1 = 488$ kips
Max. Uplift Force	$R2 = 193$ kips	Max. Uplift Force	$R2 = 375$ kips
Corner Force	$R3 = 53$ kips	Corner Force	$R3 = 56$ kips

Notes:

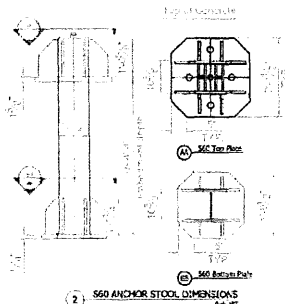
- Zero values indicate information is not available.
- The out-of-service design wind pressure applied to the crane is taken from the recommendations in ASME B30.3-2016 using a site ASCE 7 Vult = 140 mph, Exposure C. The crane ultimate design wind speed for the configuration shown using a SEA/ASCE 77-02 reduction factor = 1 is 140 mph. The ultimate wind speed was converted to a normal service wind speed using the equation in ASCE-7. The foundation reactions shown are service loads applied to the foundation for the freestanding condition.
- See tie-in drawings for out of service wind speed after a 56-in is installed. For top climbing applications, the vertical load V shall be increased by 9.3 kips for the weight of each additional lower mast section added to the crane.

DESIGNED BY OTHERS

POWER REQUIREMENTS

POWER REQUIREMENTS	Consumption		Service Size		Minimum Recommended Generator Size (kW)	Area on Only One Side of Counterjib (ft ²)	< OR >	Area on Two Sides of Counterjib (ft ²)	Maximum Distance Center of Sign to Center of Crane (ft)
	Nominal (kW)	Peak (kW)	Nominal (Amps)	Peak (Amps)					
SK405.20, SK415.20	170	N/A	250	N/A	275	32.0	<	32.0	13.1

Note: N/A indicates the information is not available.



2. 560 ANCHOR STOOL DIMENSIONS

Exhibit A/ Page 4 of 7

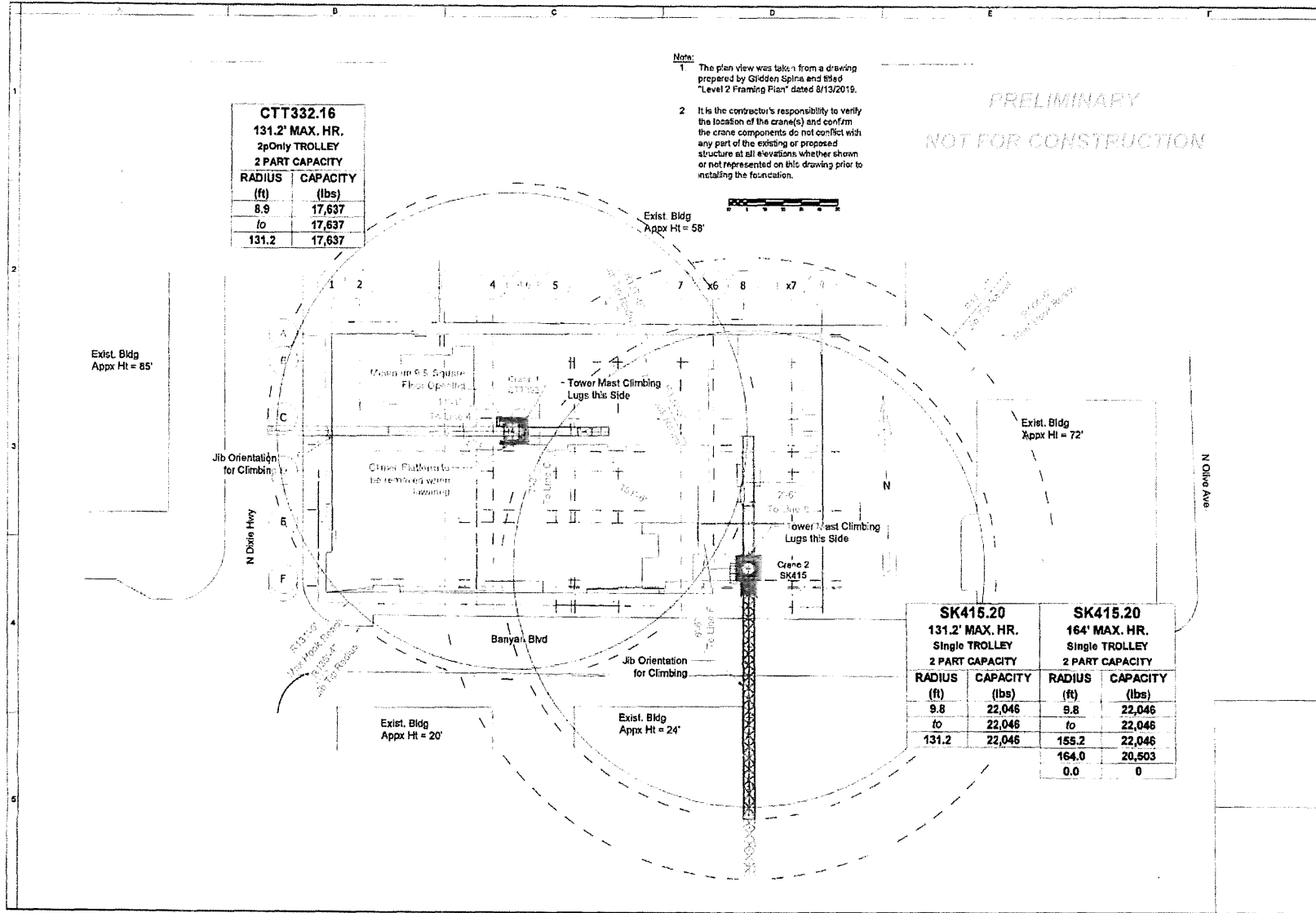
PRELIMINARY
NOT FOR CONSTRUCTION

- Notes:**
- The plan view was taken from a drawing prepared by Gidden Spina and titled "Level 2 Framing Plan" dated 8/13/2019.
 - It is the contractor's responsibility to verify the location of the crane(s) and confirm the crane components do not conflict with any part of the existing or proposed structure at all elevations whether shown or not represented on this drawing prior to installing the foundation.

CTT332.16
131.2' MAX. HR.
2pOnly TROLLEY
2 PART CAPACITY

RADIUS (ft)	CAPACITY (lbs)
8.9	17,637
to	17,637
131.2	17,637

SK415.20		SK415.20	
131.2' MAX. HR.		164' MAX. HR.	
Single TROLLEY		Single TROLLEY	
2 PART CAPACITY		2 PART CAPACITY	
RADIUS (ft)	CAPACITY (lbs)	RADIUS (ft)	CAPACITY (lbs)
9.8	22,046	9.8	22,046
to	22,046	to	22,046
131.2	22,046	155.2	22,046
		164.0	20,503
		0.0	0



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300 Banyan
WEST PALM BEACH, FL
CRANE PLAN

SCALE PURPOSE	DATE
TBD	

SCALE
X-4.1

Exhibit A/ Page 5 of 7

PRELIMINARY
NOT FOR CONSTRUCTION



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303 Banyan
WEST PALM BEACH, FL
OVERALL SITE PLAN

TBD

DATE PREPARED: DATE
BY: DATE
SCALE: 1/8" = 1'-0"
DRAWN BY: DATE
CHECKED BY: DATE
APPROVED BY: DATE
PROJECT NO.:
JOB NO.:
SHEET NO.:
TOTAL SHEETS: X-4.2

- Notes:
- The planning was based on drawings prepared by G. B. G. and the "New 2 Planning" and dated 8/1/2010.
 - It is the contractor's responsibility to verify the location of the existing and adjacent structures and to ensure that no conflict with any part of the existing or proposed structure is shown. The contractor shall not be responsible for any existing or proposed structure not shown on this drawing.

CTT332.16	
131.2' MAX. HR.	
2pOnly TROLLEY	
2 PART CAPACITY	
RADIUS	CAPACITY
(ft)	(lbs)
8.8	17,637
to	17,637
131.2	17,637

SK415.20		SK415.20	
131.2' MAX. HR.		164' MAX. HR.	
Single TROLLEY		Single TROLLEY	
2 PART CAPACITY		2 PART CAPACITY	
RADIUS	CAPACITY	RADIUS	CAPACITY
(ft)	(lbs)	(ft)	(lbs)
9.8	22,046	9.8	22,046
to	22,046	to	22,046
131.2	22,046	165.2	22,046
		164.0	20,503
		0.0	0

- Notes:**
1. In-service working conditions are restricted to wind speeds less than or equal to 45 mph per FEM 1.0D1 measured at the top of the crane. See General Notes for guidance on permissible wind speed for lifting loads with exposed area greater than 8.0 square feet per ton of chart capacity. If wind speeds exceed 45 mph, the tower crane shall be placed out of operation and be allowed to weathervane 360 degrees in accordance with the operations manual.
 2. The Contractor is responsible for verifying all job site dimensions and shall report any discrepancies to the Tower Crane Division of Maxim Crane Works prior to commencing with the installation.
 3. The elevation view was taken from a drawing prepared by Glidden Spina and titled "South Exterior Elevation" dated 4-3-2020.
 4. The top of foundation elevation to be confirmed by the contractor.

PRELIMINARY
 DRAWING FOR CONSTRUCTION



This drawing has been prepared for the sole use of Maxim Crane Works, L.P. It is not to be used for any other purpose without the express written approval of Maxim Crane Works.

303 Banyan
 WEST PALM BEACH, FL
 INITIAL ELEVATION
 TSD
 DATE: 04/03/20
 DRAWN BY: [Signature]

ISSUE PURPOSE	DATE

REV: [Signature]

PROJECT: 1621
 SHEET: X-5.1

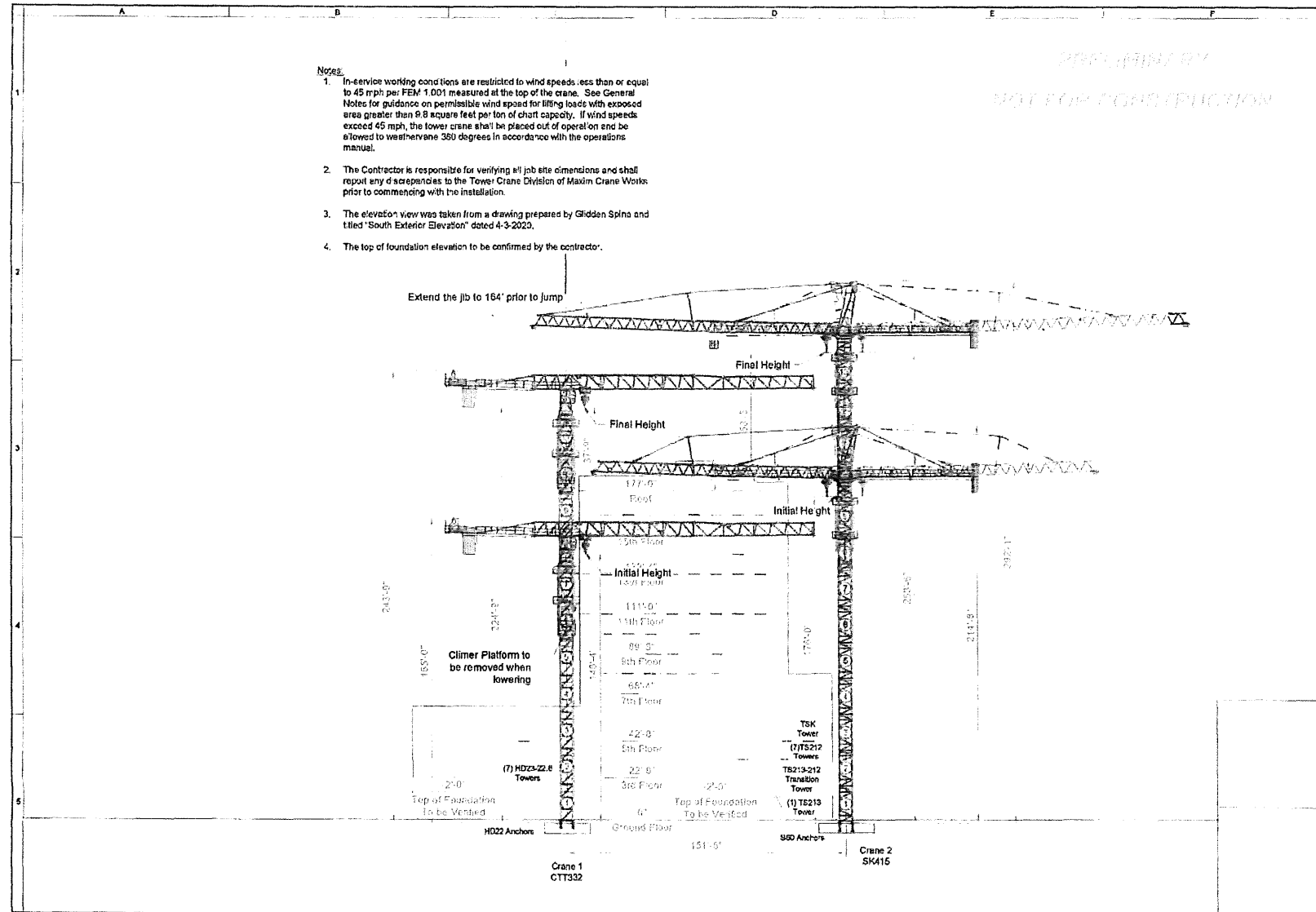


Exhibit A/ Page 7 of 7

Exhibit A/ Page 7 of 7