

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 20, 2022 Consent Regular
 Workshop Public Hearing

Department: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Temporary Construction Easement (“Easement”) measuring 25-foot-wide by 98-foot-long over the southeast corner of Winding Waters Natural Area (“Natural Area”) to Florida Power & Light Company (“FPL”) for a term not to exceed twenty-four months to facilitate the construction of a new 230 kV transmission line.

Summary: FPL has an existing permanent, 25-foot-wide, underground utility easement along the southern boundary of the Natural Area that was granted to FPL by the County on June 29, 2010 (R2010-1046) and recorded in OR Book 23954, Page 1278. FPL has requested the subject Easement over a 0.056-acre portion of the Natural Area (“Easement Area”) that is already encumbered by the existing underground utility easement. The Easement Area will be used as a staging area to facilitate the construction of a new 230 kV transmission line between FPL’s existing Ryder Substation, located north of PGA Boulevard and east of the C-18 Canal, and its proposed Cayman Substation, located east of Military Trail and north of 45th Street. Construction of the new transmission line will help FPL comply with North American Electric Reliability Corporation planning standards. The new transmission line also will help FPL fulfill three substantial public needs: 1) maintain regional reliability; 2) avoid system overload conditions; and 3) meet future load growth in the northeastern portion of the County. The Easement will automatically expire upon completion of the transmission line project, but in no event no later than twenty-four months after it is recorded in the public records of Palm Beach County, Florida. There is no cost associated with this item. District 7 (SF)

Background and Justification: The requested above ground Easement overlaps a 25-foot-wide by 98-foot-long portion of the permanent underground utility easement that was conveyed to FPL by the County on June 29, 2010. Because the Easement Area is encumbered by an existing underground utility easement, it is kept free of trees, shrubs and other vegetation that may adversely affect underground utilities. As a result, little to no vegetation will be cleared as a result of the subject Easement. Upon expiration of the Easement, FPL must restore the Easement Area back to its pre-use condition, with the exception of replanting any vegetation that may have been cleared. Temporary impacts associated with granting the subject Easement will be limited to a 0.056-acre portion (approximately 0.01 percent) of the 544-acre Natural Area; there will be no long-term impacts to the Natural Area.

- Attachments:**
1. Location Map
2. Temporary Construction Easement

Recommended by: Michael Stelfox Date 11/29/22 SF 11/28/22
Department Director
Approved by: Peo Date 12/12/22
Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	-0-	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes _____ No x

Does this item include the use of federal funds? Yes _____ No x

Budget Account No.:

Fund _____ Department _____ Unit _____ Object _____ Program _____

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

There is no cost associated with this item.

C. Department Fiscal Review:

A. Thompson

III. REVIEW COMMENTS

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

Steve Mach 12/21/22 *Mr. J. Javelle* 12/19/22
 OFMB 9/4/22 Contract Development & Control

B. Legal Sufficiency:

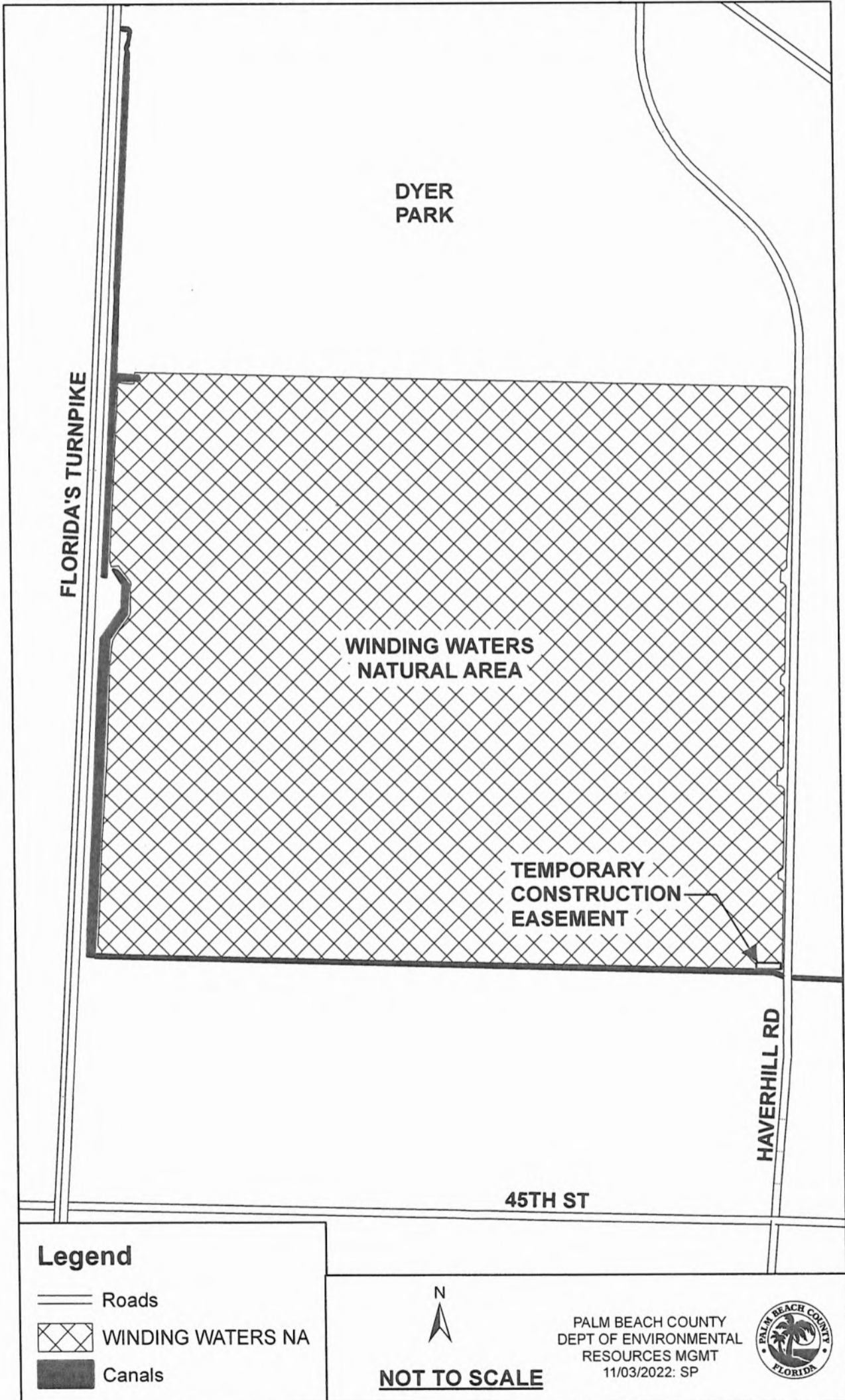
Sumner Soy
 Assistant County Attorney

C. Other Department Review: Facilities Development & Operations

R. Danni
 Department Director

ATTACHMENT 1

LOCATION MAP OF PROPOSED FPL TEMPORARY CONSTRUCTION EASEMENT



Prepared by and Return to:

Victor Bactawar, Real Estate Specialist
Palm Beach County
Property & Real Estate Management Division
2633 Vista Parkway
West Palm Beach, Florida 33411-5605

A Portion of PCN: 72-42-42-35-00-000-1020

TEMPORARY CONSTRUCTION EASEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT ("**Easement**"), is executed and effective this ___ day of _____, 20__ ("**Effective Date**"), by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("**Grantor**"), whose address for notice purposes is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605 ("**Grantor**") and Florida Power & Light Company, a Florida corporation, whose address for notice purposes is P.O. Box 14000, Juno Beach, Florida 33408-0420, (hereinafter the "**Grantee**"). Grantor and Grantee are sometimes referred to individually, as a "**Party**", and collectively, as "**Parties**".

PREMISES

A. Grantor is the owner of a certain tract of real property located in Palm Beach County, Florida and being more particularly described on the attached **Exhibit "A"** ("**Temporary Easement Area**"); and

B. Grantee intends to construct, operate and maintain one or more overhead electric transmission lines, including but not limited to, wires, poles, "H" frame structures, towers, cables, conduits, anchors, guys, roads, trails and equipment associated therewith, attachments and appurtenant equipment for communication purposes (collectively, the "**Facilities**") that will be constructed outside of the Temporary Easement Area; and

C. Grantor desires to grant and convey to Grantee a non-exclusive temporary construction easement over the Temporary Easement Area for the placement and use of certain equipment and materials necessary for the construction of the Facilities.

IN CONSIDERATION of the foregoing and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

1. **Grant.** Grantor does hereby grant unto Grantee, a non-exclusive temporary construction easement over the Temporary Easement Area for the purposes of conducting ancillary activities related to construction of the Facilities (the "**Project**"), together with the right for vehicles and equipment to traverse over the Temporary Easement Area; and the right of ingress to, and egress from, the Temporary Easement Area and over and along that portion of the Grantor's property that lies between the Temporary Easement Area and Haverhill Road right of way by Grantee and Grantee's contractors and subcontractors.

Grantee shall also have the right to lay temporary mats, clear the land, cut, prune and remove or otherwise dispose of any foliage or vegetation and keep the land clear of all obstructions within the Temporary Easement Area.

2. **Location of Existing Utilities.** Prior to exercising the rights conferred hereunder, Grantee or any party acting as its agent shall locate the existing utility facilities within the Temporary Easement Area, if any, and shall contact and coordinate with all utility companies that have facilities within the Temporary Easement Area.

3. **Use Limitation.** Grantee acknowledges and agrees that the rights granted by this Easement are and shall be strictly limited to those specifically granted herein and that Grantee may not utilize the Temporary Easement Area for any purpose not specifically permitted hereby.

4. **Maintenance & Use.** Grantee shall keep the Temporary Easement Area in good condition and repair, excluding ordinary wear and tear and damage by the elements or by Grantor, or Grantor's employees, contractors, agents, and/or invitees. Grantee shall not allow the Temporary Easement Area to be used for any unlawful purpose. Grantee shall comply with all applicable governmental laws, ordinances, rules, and regulations while using the Temporary Easement Area for the purposes granted herein.

5. **Term.** The term of the Easement ("**Term**") shall commence on the Effective Date and automatically terminate without the need for further action on the part of either Party upon the earlier of: (1) completion of the Project; or (2) no later than twenty-four (24) months after the recording of this Easement into the public records of Palm Beach County, Florida.

6. **Other Obligations.** Grantee agrees to actively and diligently pursue all work performed hereunder to completion and to exercise the rights granted hereunder in a manner that does not unreasonably interfere with and minimizes the impact on the Grantor's use of the Temporary Easement Area and Grantor's adjoining property.

7. **Personal Property.** Grantor shall have no liability or responsibility whatsoever for Grantee's equipment, personal, or other property, nor that of any other person or entity, placed upon or located within the Temporary Easement Area.

8. **Prohibition Against Liens.** Neither Grantor's nor Grantee's interest in the Temporary Easement Area shall be subject to liens arising from Grantee's or any other person or entity's use of the Temporary Easement Area or exercise of the rights granted hereunder. Grantee shall promptly cause any lien imposed against the Temporary Easement Area or the Grantor's adjacent property to be discharged or bonded off, pursuant to Chapter 255.05 and Chapter 713 of the Florida Statutes. In addition, Grantee shall either require all contractors to furnish a payment and performance bond in accordance with Florida Statutes Section 255.05, naming Grantor as an obligee or, require such contractors to comply with Grantor's Bond Waiver Program as set forth in Grantor's Policies and

Procedures Memorandum PPM #CW-F-016 as the same may be amended from time to time attached hereto as Exhibit "B" and made a part hereof, which is hereby incorporated herein by reference. Any required payment or performance bond shall be delivered to Grantor prior to commencement of construction.

9. **Insurance.** Grantee shall provide, maintain and keep in full force and effect Automobile Liability and General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence combined single limit bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Temporary Easement Area, Operations, Contractual Liability, Independent Contractors Contractual Liability, X, C, U and Broad Form Property Damage Liability coverages.

Except for Workers Compensation and Automobile, all insurance policies shall name the Grantor as Additional Insured. Such insurance shall be underwritten by an insurance company licensed to do business in the State of Florida.

A Certificate of Insurance evidencing such insurance coverage shall be provided prior to the commencement of any work pursuant to this Easement to:

Palm Beach County Board of County Commissioners
Insurance Compliance
c/o EBIX, Inc.
PO Box 100085- DX
Duluth, GA 30096
pbcounty@ebix.com

Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. Grantee shall ensure that any contractor or subcontractor entering the Temporary Easement Area on its behalf has and maintains insurance coverage at least equal to that required of the Grantee under the provisions of this Paragraph 9. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

In no event shall the limits of said insurance policies be considered as limiting the liability of Grantee under this Easement. Furthermore, Grantee shall and hereby does hold Grantor harmless from any loss or damage incurred or suffered by Grantor due to Grantee's failure to maintain such insurance.

Should Grantee contract with a third-party (Contractor) to perform any service related to the Easement, Grantee shall require the Contractor to provide the following minimum insurance:

Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Grantee and Grantor as Additional Insureds. Grantee shall also require that the Contractor include a Waiver of Subrogation against Grantor.

Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.

Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

Grantee may meet the insurance requirements herein with any combination of primary, excess, or self-insurance. When requested, the Grantee shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Grantee of its liability and obligations under this Agreement.

10. **Indemnification.** Grantee shall protect, defend, indemnify and hold Grantor, its agents, employees, and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of their activities under this Easement or due to the acts or omissions of Grantee, its agents, employees, third-party contractor's, or similar parties acting at the behest, on behalf of, or under the direction of Grantee as a result of their performance of their activities under this Easement.

11. **No Dedication.** The grant of Easement contained herein is solely for the use and benefit of Grantee, and Grantee's authorized agents and employees, and is not intended, and shall not be construed as a dedication to the public of any portion of the Temporary Easement Area for use by the public.

12. **Matters of Record.** Grantee hereby accepts the Temporary Easement Area "As-Is", without warranty or representation and subject to zoning and other governmental restrictions, matters reflected on any plat relating to the Temporary Easement Area, and all other easements, restrictions, conditions, encumbrances, and other matters of record as of the date hereof.

13. **Non-Discrimination.** Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the parties agree that no person shall, on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information be excluded from the benefits of, or be subjected to, any form of discrimination under any activity conducted

pursuant to this Easement. Failure to meet this requirement shall be considered default of this Easement.

14. **Palm Beach County Office of the Inspector General.** 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 is authorized with 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, 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 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

15. **Construction.** The terms of this Easement shall not be strictly construed against one Party as opposed to the other Party based upon who drafted it. In the event that any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Easement and the same shall remain in full force and effect.

16. **Entire Understanding.** This Easement represents the entire understanding between the Parties and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Easement.

17. **Notices.** All notices and elections (collectively, "notices") to be given or delivered by or to any Party hereunder, shall be in writing and shall be (as elected by the Party giving such notice) hand delivered by messenger, courier service, or national overnight delivery service (provided in each case a receipt is obtained), telecopied or faxed, or alternatively shall be sent by United States Certified Mail, with Return Receipt Requested. The effective date of any notice shall be the date of delivery of the notice if by personal delivery, courier services, or overnight delivery service, or on the date of transmission with confirmed answer back if telecopier or fax if transmitted before 5 PM on a business day and on the next business day if transmitted after 5 PM or on a non-business day, or if mailed, upon the date which the return receipt is signed or delivery is refused or the notice designated by the postal authorities as non-deliverable, as the case may be. The Parties hereby designated the following addresses as the addresses to which notices may be delivered, and delivery to such addresses shall constitute binding notice given to such Party:

Grantor:

Property & Real Estate Management Division
Attention: Director
2633 Vista Parkway

West Palm Beach, Florida 33411-5605
Telephone: 561-233-0217
Fax: 561-233-0210

With a copy to:

Palm Beach County Attorney's Office
Attention: Real Estate
301 North Olive Avenue, Suite 601
West Palm Beach, FL 33401
Telephone: 561-355-2225
Fax: 561-355-4398

Grantee:

Florida Power & Light Company
Attention:
P.O. Box 1400
Juno Beach, FL 33408-0420
Attn: Corporate Real Estate Department

With a copy to:

Florida Power & Light Company
Attention:
P.O. Box 1400
Juno Beach, FL 33408-0420
Attn: General Counsel

Any Party may from time to time change the address at which notice under this Easement shall be given to such Party, upon three (3) days prior written notice to the other Party.

18. **Default.** In the event Grantee fails or refuses to perform any term, covenant, or condition of this Easement for which a specific remedy is not set forth in this Easement, and such failure continues for five (5) days after receipt of written notice thereof from Grantor, Grantor may declare Grantee in default, and Grantor shall, in addition to any other remedies provided at law or in equity, have the right to terminate this Easement upon five (5) days written notice to Grantee or seek an action for specific performance thereof. Upon receipt of a termination notice as set forth above, except as otherwise directed by Grantor, in writing, Grantee shall immediately remove all equipment and property from the Temporary Easement Area and comply with Section 23 below (Removal & Restoration).

19. **Governing Law & Venue.** This Easement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. Venue in any action, suit

or proceeding in connection with this Easement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

20. **Effective Date of Easement.** This Easement is expressly contingent upon the approval of the Board of County Commissioners and shall become effective only when signed by all Parties.

21. **Authority.** Grantor hereby represents and warrants to Grantee that Grantor owns the Temporary Easement Area, in fee simple and is fully authorized and empowered to grant the rights and benefits herein granted to Grantee.

22. **Damage.** Throughout the Term, Grantee will repair any damage to the adjoining Grantor property, to the extent such damage is caused by Grantee or its contractors, subcontractors, employees, or agents.

23. **Removal & Restoration.** Upon expiration of this Easement, Grantee shall remove all physical material pertaining to the use as set forth herein and restore the Temporary Easement Area to substantially the same physical condition that existed immediately before Grantee's use of the Temporary Easement Area (except for replanting any trees, brush, or undergrowth that is cleared pursuant to this Easement).

24. **Complete Agreement.** This Easement represents the complete and integrated agreement of the Parties with respect to the subject matter herein and supersedes all prior oral or written agreements.

25. **Counterparts.** This Easement may be executed in separate counterparts, each of which is an original, and all of which together constitute one and the same instrument.

26. **Covenants.** Notwithstanding anything contained herein to the contrary during the term of this Easement, by the execution and delivery hereof Grantor so expressly agrees to only use the Temporary Easement Area shall be for access purposes only.

[This space is intentionally left blank]

[Signature and acknowledgement appear on following pages]

IN WITNESS WHEREOF, the Parties have executed this Easement on the date set forth herein above.

GRANTOR:

ATTEST:

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT COURT
& COMPTROLLER**

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

By: _____
Deputy Clerk

By: _____
Gregg K. Weiss, Mayor

Signed and delivered
in the presence of:

Witness Signature

Print Witness Name

Witness Signature

Print Witness Name

**APPROVED AS TO TERMS AND
CONDITIONS**

By: Michael Stelfox
Department Director

**APPROVED AS TO
LEGAL SUFFICIENCY**

By: _____
Assistant County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: Francis L. Aguil-Collins
Department Director

[SIGNATURES AND ACKNOWLEDGEMENTS CONTINUED ON NEXT PAGE]

Witnesses for Grantee:

GRANTEE:

Florida Power & Light Company,
a Florida corporation

Signature: *LaToya Reese*

By: *Samantha J. Saucier*

Print Name: LaToya Reese

Print Name: Samantha J. Saucier

Project Director Real Estate
Its: _____

Signature: *Stacy B. Winnubst*

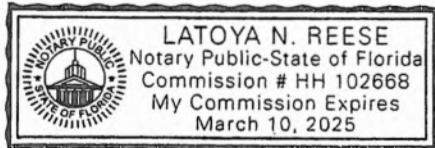
Print Name: Stacy B. Winnubst

ACKNOWLEDGEMENT

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me by means of Physical Presence or online notarization, this 1st day of December, 2022 by Samantha J. Saucier, as Project Director Real Estate of Florida Power & Light Company, a Florida corporation.

[NOTARIAL SEAL]



Notary: *LaToya Reese*
Print Name: LaToya Reese
Notary Public, State of Florida
My commission expires: March 10, 2025

Personally Known OR Produced Identification
Type of Identification Produced _____

EXHIBIT "A"

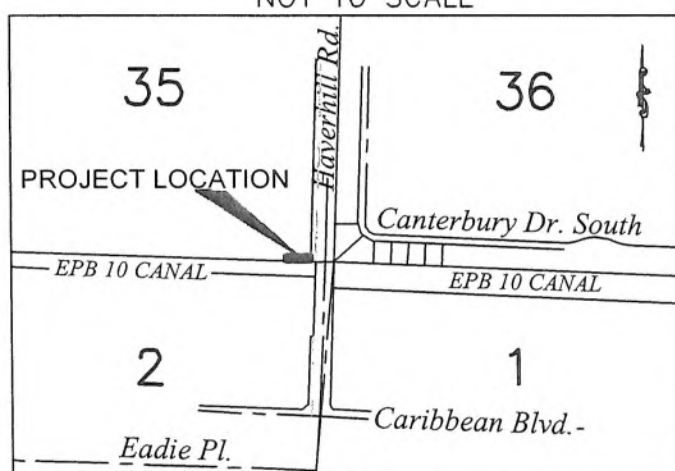
Temporary Easement Area

Note: The following sketch and legal description may be updated prior to recording the Temporary Construction Easement into the public records of Palm Beach County, Florida to address any Florida Administrative Code and/or County PPM requirements.

EXHIBIT A

LOCATION MAP

NOT TO SCALE



SURVEY NOTES

- 1) THE LAST DATE OF DATA ACQUISITION WAS 01-25-22
- 2) THIS SKETCH AND DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE", AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050 THROUGH 5J-17.053, OF THE FLORIDA ADMINISTRATIVE CODE.
- 3) THIS MAP AND/OR REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
- 4) ADDITIONS OR DELETIONS TO MAP OR REPORT BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
- 5) ALL FEATURES SHOWN HEREON ARE IN U.S. SURVEY FEET.
- 6) THIS MAP DELINEATES THE BOUNDARY LOCATION ACCORDING TO THE LEGAL DESCRIPTION, BUT DOES NOT DETERMINE OWNERSHIP OR PROPERTY RIGHTS.
- 7) UNDERGROUND IMPROVEMENT, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
- 8) INTERIOR IMPROVEMENTS, IF ANY, WERE NOT LOCATED EXCEPT AS SHOWN.
- 9) SYMBOLS SHOWN HEREON ARE NOT TO SCALE.
- 10) THE FEATURES SHOWN HEREON WERE ACQUIRED USING RTK GPS AND TRIGONOMETRIC METHODS AND WERE VERIFIED THROUGH A REDUNDANCY OF MEASUREMENTS FOR ACCURACY.
- 11) THE BEARINGS SHOWN HEREON ARE BASED ON GRID NORTH, AND ARE REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT) AS PUBLISHED BY P.B.C. GEODETIC CONTROL NETWORK. THE BASIS OF BEARING FOR THIS SURVEY IS ALONG THE THE SOUTH LINE OF SECTION 35, HAVING A BEARING OF NORTH 88°30'58" WEST.
- 12) THIS MAP HAS THE BENEFIT OF A TITLE COMMITMENT BY CHICAGO TITLE INSURANCE COMPANY WITH AN EFFECTIVE DATE OF 05-06-22. THE TITLE EXCEPTIONS LISTED ON THIS SURVEY ARE FROM SCHEDULE B II OF THE TITLE COMMITMENT ABOVE. THE APPLICABILITY OF THE TITLE EXCEPTIONS SHOWN ON THIS MAP ONLY INDICATE THAT THE LANDS DESCRIBED IN THE TITLE EXCEPTION DOCUMENT DESCRIBE LANDS CONTAINED WITHIN THE BOUNDARY DESCRIPTION BUT IS NOT TO BE CONSTRUED AS VALIDATING THE LEGALITY OF THE EXCEPTION ITSELF.

THIS IS NOT A SURVEY PAGE 2 OF 7



CULPEPPER & TERPENING INC

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

SKETCH & DESCRIPTION

FLORIDA POWER & LIGHT COMPANY
PARCEL PB- 052.100 , PARCEL ID 7442423500001020
SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST
Palm Beach County, Florida

JOB NO: 21-236

SCALE: N/A

DRAWN BY: LEH

DATE: 11-28-22

EXHIBIT A

SURVEY NOTES CONTINUED:

13. STATE PLANE COORDINATES:

- COORDINATES SHOWN ARE GRID
- DATUM = NAD83, 1990 ADJUSTMENT
- ZONE = FLORIDA EAST
- LINEAR UNITS = U.S. SURVEY FOOT
- COORDINATE SYSTEM: STATE PLANE
- PROJECTION = TRANSVERSE MERCATOR
- ALL DISTANCES ARE GROUND UNLESS OTHERWISE NOTED
- SCALE FACTOR = 1.000004162
- GROUND DISTANCE X SCALE FACTOR = GRID DISTANCE

THIS IS NOT A SURVEY PAGE 3 OF 7



CULPEPPER & TERPENING INC

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

SKETCH & DESCRIPTION

FLORIDA POWER & LIGHT COMPANY
PARCEL PB- 052.100 , PARCEL ID 74424235000001020
SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST
Palm Beach County, Florida

JOB NO: 21-236

SCALE: N/A

DRAWN BY: LEH

DATE: 11-28-22

EXHIBIT A

ENCUMBRANCE TABLE

PARCEL ID 74424235000001020

ITEM NO.	RECORD DOCUMENT	DOCUMENT TYPE	AFFECTS	ACTION TAKEN
1	O.R.B. 816, PG. 238	R/W DEED	DOES NOT	NONE
2	O.R.B. 1043, PG. 312	R/W DEED	DOES NOT	NONE
3	O.R.B. 1800, PG. 1331	R/W DEED	DOES NOT	NONE
4	O.R.B. 2161, PG. 605	EASEMENT	DOES NOT	NONE
5	O.R.B. 2910, PG. 55	EASEMENT	DOES NOT	NONE
6	O.R.B. 4404, PG. 378	DECLARATION	DOES NOT	NONE
7	O.R.B. 4445, PG. 1344	DECLARATION	DOES NOT	NONE
8	O.R.B. 5140, PG. 505	PRIVATE R/W EASEMENT	DOES NOT	NONE
9	O.R.B. 5140, PG. 511	AGREEMENT	DOES NOT	NONE
10	O.R.B. 5140, PG. 521	AGREEMENT	DOES NOT	NONE
11	O.R.B. 5206, PG. 157	R/W DEED	DOES NOT	NONE
12	O.R.B. 5388, PG. 678	EASEMENT	DOES NOT	NONE
13	O.R.B. 13487, PG. 1994	ORDINANCE	AFFECTS	BLANKET
14	O.R.B. 6873, PG. 1069	EASEMENT	AFFECTS	SHOWN HEREON
15	O.R.B. 6873, PG. 1172	R/W DEED	DOES NOT	NONE

THIS IS NOT A SURVEY PAGE 4 OF 7



CULPEPPER & TERPENING INC

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

SKETCH & DESCRIPTION

FLORIDA POWER & LIGHT COMPANY
PARCEL PB- 052.100 , PARCEL ID 74424235000001020
SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST
Palm Beach County, Florida

JOB NO: 21-236

SCALE: N/A

DRAWN BY: LEH

DATE: 11-28-22

EXHIBIT A

ENCUMBRANCE TABLE

PARCEL ID 74424235000001020

16	O.R.B. 7499, PG. 683	NOTICE	AFFECTS	BLANKET
17	O.R.B. 8964, PG. 1896	DEED	DOES NOT	NONE
18	O.R.B. 9104, PG. 1580	EASEMENT	DOES NOT	NONE
19	O.R.B. 23472, PG. 1741	AGREEMENT	DOES NOT	NONE
20	O.R.B. 23525, PG. 1366	EASEMENT	AFFECTS	SHOWN HEREON
21	O.R.B. 23525, PG. 1375	EASEMENT	DOES NOT	NONE
22	O.R.B. 23954, PG. 1278	EASEMENT	AFFECTS	SHOWN HEREON
23	O.R.B. 27340, PG. 708	NOTICE	DOES NOT	NONE

THIS IS NOT A SURVEY PAGE 5 OF 7



CULPEPPER & TERPENING INC

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

SKETCH & DESCRIPTION

FLORIDA POWER & LIGHT COMPANY
PARCEL PB- 052.100 , PARCEL ID 74424235000001020
SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST
Palm Beach County, Florida

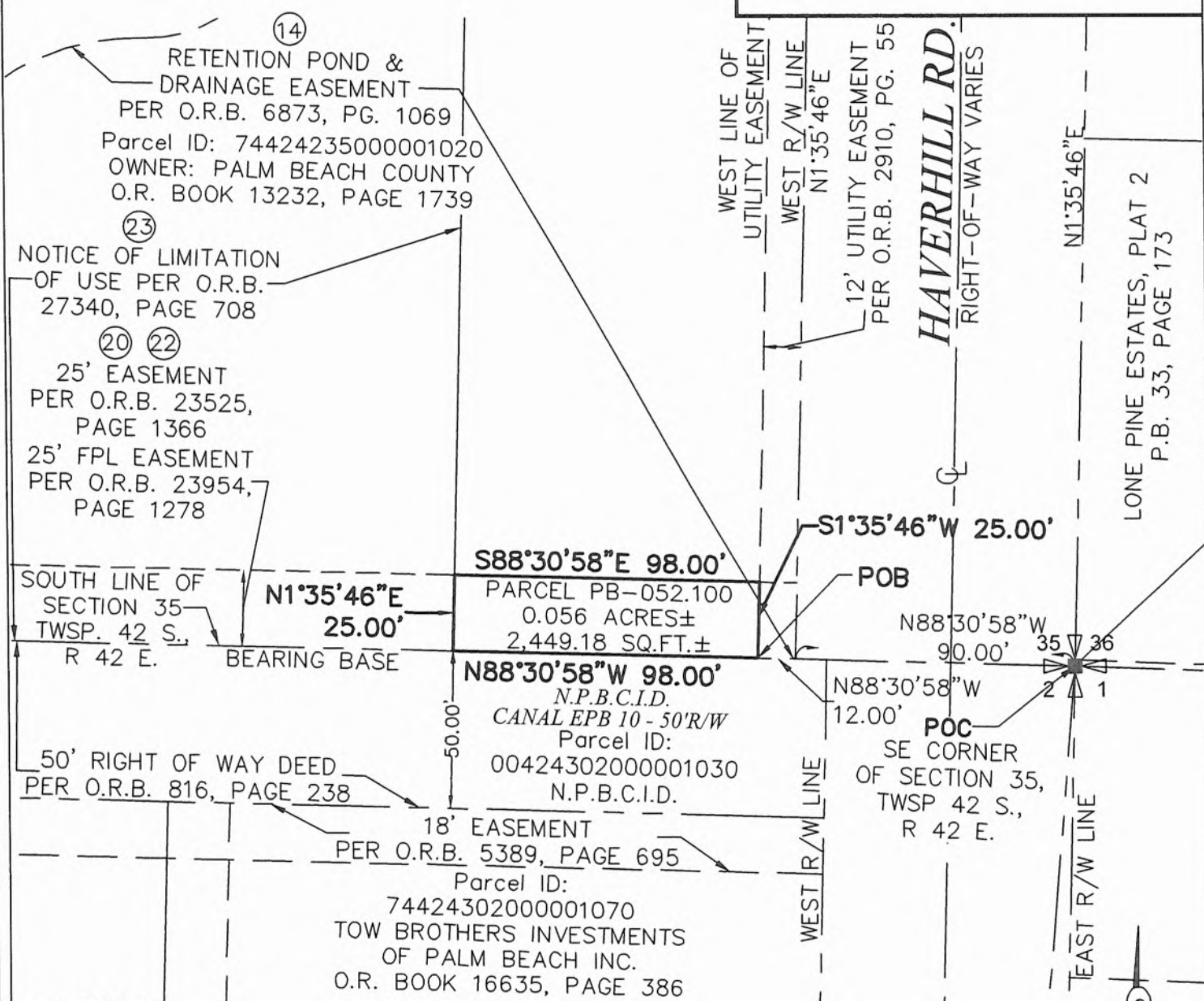
JOB NO: 21-236

SCALE: N/A

DRAWN BY: LEH

DATE: 11-28-22

EXHIBIT A



②③
NOTICE OF LIMITATION
OF USE PER O.R.B.
27340, PAGE 708

②① ②②
25' EASEMENT
PER O.R.B. 23525,
PAGE 1366
25' FPL EASEMENT
PER O.R.B. 23954,
PAGE 1278

SOUTH LINE OF
SECTION 35
TWSP. 42 S.,
R 42 E. BEARING BASE
N1°35'46"E
25.00'

50' RIGHT OF WAY DEED
PER O.R.B. 816, PAGE 238

18' EASEMENT
PER O.R.B. 5389, PAGE 695
Parcel ID:
74424302000001070
TOW BROTHERS INVESTMENTS
OF PALM BEACH INC.
O.R. BOOK 16635, PAGE 386

S88°30'58"E 98.00'
PARCEL PB-052.100
0.056 ACRES±
2,449.18 SQ.FT.±
N88°30'58"W 98.00'
N.P.B.C.I.D.
CANAL EPB 10 - 50'R/W
Parcel ID:
00424302000001030
N.P.B.C.I.D.

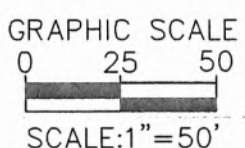
S1°35'46"W 25.00'
POB
N88°30'58"W
90.00'
N88°30'58"W
12.00'
POC
SE CORNER
OF SECTION 35,
TWSP 42 S.,
R 42 E.

WEST LINE OF
UTILITY EASEMENT
WEST R/W LINE
N1°35'46"E
12' UTILITY EASEMENT
PER O.R.B. 2910, PG. 55
Haverhill Rd.
RIGHT-OF-WAY VARIES

N1°35'46"E
LONE PINE ESTATES, PLAT 2
P.B. 33, PAGE 173

LEGEND:

- (BB) = BASIS OF BEARINGS
- O.R.B. = OFFICIAL RECORD BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- P.B.C. = PALM BEACH COUNTY
- TWSP. = TOWNSHIP
- ⊙ = CENTERLINE
- NPBCID = NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT



THIS IS NOT A SURVEY PAGE 6 OF 7



CULPEPPER & TERPENING INC

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

SKETCH & DESCRIPTION

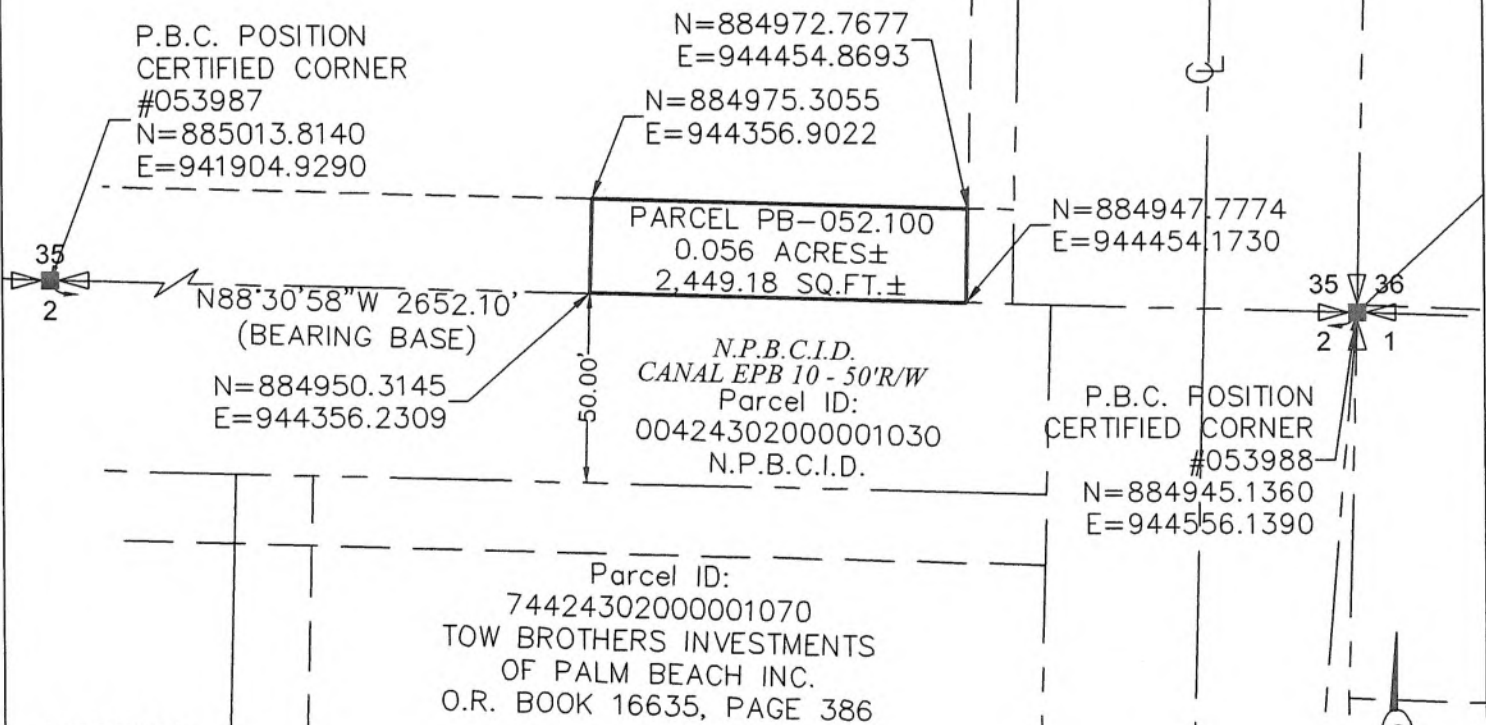
FLORIDA POWER & LIGHT COMPANY
PARCEL PB- 052.100 , PARCEL ID 74424235000001020
SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST
Palm Beach County, Florida

JOB NO: 21-236	SCALE: 1"=50'
DRAWN BY: LEH	DATE: 11-28-22

EXHIBIT A DETAIL

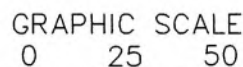
Parcel ID: 74424235000001020
 OWNER: PALM BEACH COUNTY
 O.R. BOOK 13232, PAGE 1739

HAVERHILL RD.



LEGEND:

- (BB) = BASIS OF BEARINGS
- O.R.B. = OFFICIAL RECORD BOOK
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY
- P.B.C. = PALM BEACH COUNTY
- TWSP. = TOWNSHIP
- = CENTERLINE
- NPBCID = NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT



SCALE: 1"=50'

THIS IS NOT A SURVEY PAGE 7 OF 7



CULPEPPER & TERPENING INC

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
 STATE OF FLORIDA BOARD OF PROFESSIONAL
 ENGINEERS AUTHORIZATION NO. 4286

SKETCH & DESCRIPTION

FLORIDA POWER & LIGHT COMPANY
 PARCEL PB- 052.100 , PARCEL ID 74424235000001020
 SECTION 35, TOWNSHIP 42 SOUTH, RANGE 42 EAST
 Palm Beach County, Florida

JOB NO: 21-236
 DRAWN BY: LEH

SCALE: 1"=50'
 DATE: 11-28-22

EXHIBIT "B"

Grantor's Policies and Procedures Memorandum PPM #CW-F-016

EXHIBIT "B"

TO: ALL COUNTY PERSONNEL
FROM: ROBERT WEISMAN
COUNTY ADMINISTRATOR
PREPARED BY: FACILITIES DEVELOPMENT & OPERATIONS
SUBJECT: BOND WAIVER PROGRAM
PPM#: CW-F-016

ISSUE DATE

April 3, 2013

EFFECTIVE DATE

April 3, 2013

PURPOSE:

To establish policy and procedures for a County Bond Waiver Program. The Program will be open to any business performing construction contracts of \$200,000 or less. In lieu of a bond for a project less than \$200,000, special procedures will apply regarding subcontractors and supplier payments.

UPDATES:

Future updates to this PPM will be the responsibility of the Director of Facilities Development & Operations.

AUTHORITY:

- Section 255.05(1)(d), Florida Statutes
- Palm Beach County Purchasing Ordinance
- Palm Beach County Small Business Ordinance

DEFINITIONS:

1. **Bidder:** A contractor submitting a bid in response to an Invitation to Bid issued by the County.
2. **Bid Security:** A pledge in the form of, at Bidder's option, a cashier's check, certified check, money order or Bid Bond in favor of the County, that Bidder will enter into a contract with the County on the terms stated in its Bid and will furnish payment and performance bonds.
3. **Bond:** A bond is a non-cancelable commitment issued by a surety to the owner of the project guaranteeing that the contractor will complete the bid or contract within its set terms and conditions.

BACKGROUND:

Florida Statutes requires that a payment and performance bond be provided for the construction of or renovation to any publicly owned facility, but also permits the waiver of bond when a County, political subdivision or public authority enters into a contract for \$200,000 or less. The Palm Beach County Board of County Commissioners approved the waiver of bonds on construction projects of \$200,000 or less. Resolution R-89-1178 was adopted on June 13, 1989, and PPM CW-F-016 was issued to implement the policy on November 1, 1989.

POLICY:

It is the policy of the Palm Beach County Board of County Commissioners to eliminate the barriers that impede the accessibility to government contracts by small businesses. It is the goal of Palm Beach County to provide construction opportunities for all businesses, thereby creating a more competitive business environment.

PROCEDURES:

- A. Every request for bid from the Engineering Department, Facilities Development & Operations, Department of Airports, Water Utilities, or Environmental Resource Management with an estimated cost of \$250,000 or less will contain provisions consistent with this PPM for the waiver of bonding requirements (Bond Waiver Projects), unless the Department requesting the bid deems the project to have exceptional risk or a bond is required by state or federal regulations.
- B. The following project types with costs less than \$200,000 do not require a bond and are exempt from the bond waiver requirements of this PPM:
 - 1. Projects with a value of less than \$50,000.
 - 2. Projects in which there are no subcontractors or suppliers greater than \$2500.
 - 3. Projects with durations of 30 days or less and where the contract does not provide for progress payments.
 - 4. Projects less than \$200,000 which are awarded through the Construction Manager continuing services contracts provided the Construction Manager is bonded for single projects greater than \$10,000,000.
- C. Any Palm Beach County or State of Florida contractor holding the required licenses is eligible to submit a bid proposal for a Bond Waiver Project. The company need not be located in Palm Beach County to qualify for a Bond Waiver Project. Bond Waivers are open to any qualified firm. There is no company size or gross sale ceiling for the Bond Waiver Program. The Bond Waiver shall be extended by the prime contractor to the subcontractors hired by the prime contractor.

D. Bidding

Bond Waiver Projects shall be bid on the following basis:

1. Bid documents for projects that are estimated at \$250,000 or less shall:
 - (a) contain language similar to the following:

“Bid Security is not required for bids of less than \$50,000 and will be waived for all other bids of less than \$200,000 if the bidder is going to participate in the Bond Waiver Program, provided bidder complies with Palm Beach County Resolution R-89-1178 and Palm Beach County Policies and Procedures relative to the Bond Waiver Program. For bids with values between \$50,000 and \$200,000, the bidder must complete an affidavit entitled "Intent to Participate in Bond Waiver Program Bid Affidavit" or provide a Bid Security. Failure to provide a Bid Security or complete and return this affidavit shall result in rejection of bid. The affidavit can be obtained from the Facilities Development & Operations Department. For all contracts less than \$200,000, the Public Construction Bond will be waived as well, provided bidder complies with Palm Beach County Resolution R-89-1178 and Palm Beach County Policies and Procedures relative to the Bond Waiver Program. Copies of the requirements of the Bond Waiver Program may be obtained from the Facilities Development and Operations Department.” ; and
 - (b) include Attachment A “Intent to Participate in Bond Waiver Program Bid Affidavit”
2. Bids are evaluated per the Department’s normal process.
3. Once the recommended awardee is determined, concurrent with the Notice of Intent, a bidder submitting a bid less than \$200,000 is given two options:
 - (a) The bidder may provide the County a performance bond and payment bond in accordance with existing County policy. Should this option be elected, the County shall increase the contract price to include the costs of the performance bond and payment bond up to a total amount not to exceed 2% of the bid price. Such amount may be included in the first available draw in which proof of the cost and actual payment for the performance bond and payment bond is available.

In those cases where an acceptable bond is provided, the other provisions of this procedure are inapplicable, including the joint check procedures.

- (b) In the alternative, the bidder may elect to complete and submit the Contractor Qualification Form (*see Attachment B*) to the County within seventy-two (72) consecutive hours after receipt by the bidder of the form from the County, if such information has not been previously submitted as part of the bid. If the bidder is

determined to be not qualified for the Bond Waiver Program, then the bidder must provide a payment and performance bond (option a).

4. In either of the above cases, the project will be awarded to the lowest responsive and responsible bidder on the bid price submitted, excluding the not-to-exceed 2% performance/payment bond amount.

E. Bond Waived Projects – Special Procedures

1. The successful Contractor must provide written notice to its subcontractors and suppliers that the project will be performed under the Palm Beach County Bond Waiver Program. Evidence of such notice shall be in the form of a notarized statement signed by each subcontractor and/or supplier (*see Attachment C*) indicating that said notice was received, and shall be given to the County at the time of the pre-work meeting or within twenty (20) days of receipt of the contract, whichever comes first.
2. Unless otherwise required by the County, the Contractor shall provide a list signed and dated by the Contractor, including name, address, and telephone number of all subcontractors and material suppliers greater than \$2500, and contract value to the County Project Manager within seven (7) days of his/her receiving the notice to proceed with the work. This list shall be revised due to additions, deletions, or substitutions of any subcontractor or material suppliers, and shall be submitted to the Project Manager within seven (7) days of such additions, deletions or substitutions.
3. Final payment shall not be made until those subcontractors who have submitted notices as provided in Paragraph 2 above have supplied the County with signed and dated statements that they have no claims against the Contractor for the work under the contract. Said statement shall identify the project by name and project number.
4. In the case of default by the Contractor on a project where the bond has been waived pursuant to this PPM, the suppliers and subcontractors who have provided the County with a Notice to Owner prior to default and are making claims against the Contractor for unpaid bills will be paid from the project retainage on a pro rata basis as follows: The sum of all claims made against the Contractor shall be divided into each individual claim, thereby deriving a percentage value for each claim. The total retainage will then be multiplied by the percentage value and the result shall be the pro rata share of the retainage to be paid to each claimant; however, the payment shall not exceed the amount of the claim. Subcontractors on projects exempt pursuant to B.3. shall be eligible to make claims pursuant to this subsection.

F. Joint Check Procedure for Subcontractors/Suppliers

1. This subsection of the PPM will apply only to “bond waived” contracts issued under this PPM.
 1. The subcontractor list to be provided under Section B(2) will identify all suppliers and subcontractors whose charges for work to be performed on the contract are estimated at \$2,500 or greater.
 2. With each pay request, the Contractor will separately identify any amounts claimed for work or services provided by subcontractors/suppliers. In addition, the Contractor will submit a fully executed Joint Check Disbursement Form (*see Attachment D*) which indicates that the Contractor and each of his subcontractors/suppliers who provided a service to the Contractor are in agreement with the payment amount for the specific pay request.
 3. The responsible Department will use reasonable efforts when verifying and approving invoices to determine if work by the subcontractors/suppliers have been properly listed and identified. Invoices will otherwise be reviewed and approved in the normal manner.
 4. The responsible Department will provide Finance with a signed summary of each pay request (*see Attachment E*)
 5. The total retainage authorized by the contract will be withheld from the payments due to the Prime Contractor.
 6. Checks will be made payable to the Prime and appropriate subcontractor/supplier. Checks will be delivered to the Prime for distribution.

G. Bond Waiver Reserve Fund

1. Upon award of each Bond Waiver Contract (unless bond has actually been provided as authorized in Section A.3a above), the Department will charge the project 2% of the contract price (and any subsequent increase thereto) and transfer by Journal Voucher these funds to the Bond Waiver Reserve Fund. This charge will not be applied when the Fund 1261 balance exceeds \$400,000.
2. A Bond Waiver Reserve Fund (1261) to which the transfer will be credited has been established in the financial system. This fund will be available solely to fund excess costs incurred by the contracting department as a result of the default of any unbonded contractors under this program, when authorized by the Board of County Commissioners.

H. Miscellaneous

1. A contractor may have up to four (4) bond waived contracts with Palm Beach County not to exceed a cumulative contract amount of \$200,000 at any one time, subject to satisfactory performance on the projects. If a contractor submits a bid which brings its cumulative contract amount to over \$200,000, he may not participate further in the Bond Waiver Program and will be required to furnish a Bond.
2. A contractor may only have one project at a time that is less than \$50,000 for which financial information from the contractor is waived.
3. Default or unsatisfactory performance under a bonded or bond-wavier project, as determined by the head of the contracting department, shall be reasonable grounds to suspend or debar a bidder from participation in the Bond Waiver Program consistent with the provision of Section 2.54(e) of the Palm Beach County Code.
4. In the event of the base bid and selective alternatives to the base bid which are estimated to increase the contract amount to over the \$200,000 limit, a performance/payment bond will be required. If a bidder submits a bid proposal over \$200,000 for a bond waiver project, he/she must be bonded for the total amount.
5. In the event of additive change orders to the base bid increasing the contract amount over the \$200,000 limit, the project will continue to be exempt from bonding.

DEPARTMENT RESPONSIBILITIES

A. COUNTY ADMINISTRATOR'S OFFICE

The County Administrator's office shall be responsible for the overall direction and coordination of the Bond Waiver Program.

B. CONTRACTING DEPARTMENTS

Each contracting department will be responsible for all project information, including bond waiver information for the projects. The contracting department will be responsible for reviewing the qualifications and eligibility of each contractor for the purpose of award and assuring compliance with this PPM.

C. FACILITIES DEVELOPMENT & OPERATIONS (FDO)

Fund 1261 shall be managed by FDO on behalf of all contracting departments. Any transfers to projects from this fund will require Board of County Commission approval.

D. OFFICE OF FINANCIAL MANAGEMENT AND BUDGET (OFMB)

OFMB shall be responsible for reviewing the financial statements of the contractors participating in the bond waiver program and determining financial capability of a contractor.

ATTACHMENTS

- A. Intent to Participate in Bond Waiver Program Bid Affidavit
- B. Contractor Qualification Form
- C. Notice to Subcontractor/Supplier that project is not bonded
- D. Joint Check Disbursement Form
- E. Summary Joint Check Disbursement



**ROBERT WEISMAN
COUNTY ADMINISTRATOR**

Supersession History:

1. PPM CW-F-016, dated 11/01/89
2. PPM CW-F-016, dated 05/01/93
3. PPM CW-F-016, dated 08/27/01
4. PPM CW-F-016, dated 03/17/03
5. PPM CW-F-016, dated 06/15/2011

INTENT TO PARTICIPATE IN BOND WAIVER PROGRAM
BID AFFIDAVIT

PROJECT NUMBER: _____

If the contractor intends on participating in the Bond Waiver Program, this form must be completed in its entirety and returned with the Contractor's bid. ***FAILURE TO COMPLETE THIS FORM OR INCLUDE A BID SECURITY FOR PROJECTS WITH VALUES BETWEEN \$50,000 AND \$200,000, SHALL RESULT IN REJECTION OF YOUR BID.***

_____ (Name of Bidder) hereby states that it intends on participating in the Bond Waiver Program as described in Palm Beach County Resolution R-89-1178 and Palm Beach County Policies and Procedures.

Signature of Contractor

Title

State of _____
County of _____

Subscribed and Sworn to (or affirmed) before me on this ____ day of _____, 20__ by _____ who is personally known to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal
Print Notary Name and Commission Number

CONTRACTOR QUALIFICATION FORM

Contractor: _____
Contact Person: _____
Address: _____

Phone No.: _____
Fax No.: _____
Email: _____

I. CONTRACTOR'S BUSINESS INFORMATION

Check if:

- Corporation Joint Venture LLC
 Partnership Sole Proprietorship

Has your firm or any of its principals ever filed for Bankruptcy? Yes No

If yes, attach a full explanation of the circumstances including date filed, case number and current status.

If Corporation:

State and Date of Incorporation: _____

Name Incorporated Under: _____

Name and Title of Officer(s): _____

If Partnership:

State and Date of Organization: _____

Name of all Partners: _____

Type of Partnership:

- General
- Publicly Held
- Limited
- Other (describe) _____

List all Subsidiaries or Holding Companies:

If Joint Venture:

State and Date of Organization: _____

Name, address, and form of organization of joint venture partners. The percentage of the joint venture responsibility is to be shown for each partner. Submit evidence of joint venture's current certification and license number.

If joint venture has not received license as a joint venture, proof that an application has been submitted to the Department of Professional Regulation for licensure must be included with the pre-qualification questionnaire. Proof of receipt of appropriate license as a joint venture will be required at the time of Bid Opening. Failure to produce a valid license at the time of Bid Opening may result in the Bid being considered non-responsive.

If Sole Proprietorship or LLC:

State and Date of Organization: _____

Name of address of all Owner(s): _____

II. INSURANCE REQUIREMENTS

Furnish to the Department certificates of insurance evidencing the existence of current valid, and binding insurance policies for the limits and coverage in accordance with the requirements delineated in the General Conditions, where such insurance is to be provided by Contractor, or as otherwise modified within the Contract Documents, together with a declaration of deductible amounts applicable to each type of insurance provided, acceptable to the County.

III. EXPERIENCE

- A. Attached Schedule A listing a minimum of three (3) of the largest projects completed within the last two (2) years where a project was completed by your firm.
- B. Attach Schedule B listing all current projects that are over \$5,000.00 (Five Thousand Dollars) value contract amount and are active by your firm. Use this form to show all previous work performed for Palm Beach County, or any other municipality in the past five (5) years.
- C. Attach Schedule C stating Key Personnel job experience and role assumed when working on County projects.

IV. LITIGATION

- A. List any current and pending litigation, arbitration and/or administrative proceedings initiated by or brought against your firm or qualifying agent(s) within the last (10) years as a result of related matters, including but not limited to liens, delays, defective performance or workmanship. Said information must include project name, presiding court, plaintiff and defendant, and case number.
- B. List any judgments for or against your firm(s) during the past five (5) years involving litigations with an Owner regarding construction matters including, but not limited to, mechanics liens, warranty, delay, negligence, or bonds. State project name and location, judgment amount, presiding court, plaintiff, defendant, and case number.

V. FINANCIAL

Provide a list with name, address and telephone number of the firm's principal banking institution, and include three (3) business-related credit references.

VI. ACCOUNTING AND FINANCIAL REPORTING

Federal Tax ID No.: _____

Social Security No. (if bidding as a proprietorship): _____

Provide one of the following forms of financial information:

- A. Annual compiled Financial Statements for the most recent fiscal year.

Preparer's Name: _____

Preparer's Address: _____

Preparer Phone No.: _____

Preparer Fax No.: _____

CPA Other (describe) _____
 Public Accountant

How many years has the firm prepared your financial statements? _____

How many years has the firm prepared your tax returns? _____

Fiscal Year End Date: _____

The statement is prepared: Partially audited Fully audited (unqualified)

Review basis Compilation basis

Are interim statements prepared? Yes No

If yes, how often? Monthly Quarterly Semi-Annually

Basis of preparation, if different than fiscal. _____

Have your operations been profitable since the last statement date? Yes No

Are taxes current: Yes No Any tax liens? Yes No

Have there been any major changes in your financial condition since last statement date with respect to:

Ownership Major loans or refinancing
 Withdrawals Major equipment purchases or leases
 Other (describe) _____

If so, describe: _____

- B. Verification of a line of credit equivalent to 30% of the contract amount from an acceptable financial institution. An acceptable institution is one which has a minimum "peer group" rating of 50 in the latest Thomson Reuters Bank Insight Quarterly Listing, or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.

C. An acceptable Dunn & Bradstreet rating.

In accordance with Florida Statute 119.07(3), any financial statement which the County requires a prospective bidder to submit, in order to pre-qualify for bidding or for responding to a proposal for a road or any other Public Works project, is confidential and exempt from the provisions of the Florida Public Records Statute.

D. Letter from Contractor's Surety attesting to bidder's bonding capacity.

E. Pre-qualification letter from another government entity.

VII. LICENSURE

A. List one or more of your firm's current licenses, as follows:

LICENSE NUMBER	ISSUING AGENCY
_____	_____
_____	_____
_____	_____
_____	_____

B. List and attach copies of all licenses (including those listed above, in VII. A.) and certificates of competency possessed by key members of the firm including the qualifying agent(s).

VIII. REGULATORY FINES

A. List any current and pending regulatory fines, arbitration and/or administrative proceedings initiated by or brought against your firm or qualifying agent(s) within the last ten (10) years, including but not limited to liens, delays, defective performance or workmanship. Said information must include project name, presiding court, case number, names of regulatory agency and defendant.

B. List any regulatory judgments for or against your firm(s) during the past five (5) years involving a regulatory agency. State project name and location, action, judgment amount, presiding court, case number, names of regulatory agency and defendant.

CERTIFICATION:

STATE OF _____

COUNTY OF _____

I, the undersigned authority, hereby certify that the information submitted herewith, including any attachment hereto, is true and accurate to the best of my knowledge and belief under perjury of law.

By:

Print Name

Signature

Title

Date

Witness:

Print Name

Signature

Date

State of _____

County of _____

Subscribed and Sworn to (or affirmed) before me on this ____ day of _____, 20__ by _____ who is personally known to me or has presented _____ (type of identification) as identification.

Notary Public Signature and Seal
Print Notary Name and Commission Number

MINIMUM CRITERIA TO BE USED IN PRE-QUALIFYING CONTRACTORS

I. CONTRACTOR'S BUSINESS INFORMATION

No Minimum Criteria as to type of business is required other than possessing the requisite licensure as provided by Section 287.055, Florida Statutes and local regulations to perform the specific work required by these documents.

II. INSURANCE

Must provide evidence of required insurance.

III. EXPERIENCE

Λ. Submit experience records demonstrating a minimum of five (5) years experience as a Contractor.

IV. LITIGATION

The firm(s) must:

Λ. Not be involved in current or pending litigation which is likely to have a material negative impact on their ability to execute this project.

B. Not display an undesirable pattern of construction related litigation with project Owners.

V. FINANCIAL

The firm(s) must provide evidence of adequate financial stability and resources to execute the work.

VI. LICENSURE

The firm must possess a valid License pursuant to Florida Statute Chapter 489.

VII. REGULATORY FINES

The firm(s) must:

A. Not be involved in current or pending litigation which is likely to have a material negative impact on their ability to execute this project.

B. Not display an undesirable pattern of regulatory judgments.

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

Request for Qualifications (RFQ)

Schedule A: Relevant Project Experience

Note: Please provide one (1) form Schedule A per project. Include at least the three (3) largest projects completed in the last two (2) years. Duplicate form as necessary.

Project Title: _____

Project Type: _____

Location: _____

Total Dollar Value: _____

Scheduled Start Date	Scheduled Completion Date	Actual Completion Date
_____	_____	_____

Name: _____

Address: _____

Phone: _____

Other contacts (specify name, organization, address, and phone number):

Brief description of project scope and type of work:

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
Request for Qualifications (RFQ)**

Schedule B: Current Status

List all current projects over a Five Thousand Dollar (\$5,000.00) amount that are active by your firm. If you have done work for Palm Beach County in the past five (5) years, or another municipality, use this form to show that work, regardless of the dollar amount. Duplicate form as necessary.

<i>Project Title</i>	<i>Dollar Amount</i>	<i>Work Type</i>	<i>Start/ Completion Date</i>	<i>Contact Person/ Phone No.</i>

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
Request for Qualifications (RFQ)**

Schedule C: Key Personnel

Note: Attach a copy of the resume for each key personnel. Duplicate form as necessary.

Name: _____

Proposed Role: _____

Years of experience performing in a similar role: _____ Locally available: Yes No

Years with your organization: _____ Number of hours employed weekly: _____

Educational background/Special Training/Certifications/Licenses:

Experience: Describe experience, list projects performed where key personnel had a similar role as that proposed. Indicate the name of the project, the dollar value of the project, owner, and brief description of role in the project. Attach additional sheets as necessary.

Project: _____

Owner: _____ Contract Dollar Amount: _____

Description of role in project: _____

Project: _____

Owner: _____ Contract Dollar Amount: _____

Description of role in project: _____

**NOTICE TO SUBCONTRACTORS/SUPPLIERS
THAT PROJECT IS NOT BONDED**

To: Palm Beach County, _____ Department/Division.

Re: Project No. _____ Project Name: _____

I, _____ in my capacity as _____,
Representative of Subcontractor/Supplier Title

Hereby acknowledge receipt of notice from _____ that
General Contractor

this project is being performed under Palm Beach County's Bond Waiver Program. I understand that the General Contractor is not required to obtain a payment bond. It is also understood that if the General Contractor fails to make appropriate periodic payments to any Subcontractor/Supplier, that Subcontractor/Supplier should notify the Palm Beach County contracting Department/Division in writing of the non-payment indicating the project number, title, and amount owed.

If one or more notices are received on any one project, the contracting Department/Division may withhold payment to the General Contractor until the payment(s) in question is/are made, and proof of such payment is submitted to the contracting Department/Division.

Subcontractor/Supplier:

Name: _____

Title: _____

Company: _____

State of _____
County of _____

Subscribed and Sworn to (or affirmed) before me on this ____ day of _____, 20__ by ____
_____ who is personally known to me or has presented _____
_____ (type of identification) as identification.

Notary Public Signature and Seal
Print Notary Name and Commission Number

JOINT CHECK DISBURSEMENT

Date: _____

Re: Project No. _____ Project Name: _____

TO APPLY TO ESTIMATE NO. _____, 20__

_____, Prime Contractor for the above-referenced contract, and _____, Subcontractor/Supplier to the above Prime Contractor, are in agreement that a Joint Check made out in both company names in the amount of \$ _____ may be issued to the County.

Prime Contractor

Subcontractor/Supplier

**SUMMARY
JOINT CHECK DISBURSEMENT**

Date: _____

Re: Project No. _____ Project Name: _____

TO APPLY TO ESTIMATE NO. _____, 20__

Prime Contractor

Amount

Subcontractor/Supplier

Amount

Subcontractor/Supplier

Amount

Subcontractor/Supplier

Amount

Total Amount