

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 15, 2006 [X] Consent [] Regular
[] Public Hearing

Submitted By: Water Utilities Department
Submitted For: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the First Amendment to a Standard Potable Water and Wastewater Development Agreement with Centex Homes.

Summary: On April 27, 2004, the County entered into a Standard Potable Water and Wastewater Development Agreement (DA No.01-01139-000) with Fairways East Corporation for reservation of potable water and wastewater capacity. Centex Homes (Centex) subsequently purchased the property and assumed all rights, duties, and responsibilities of the Agreement. During the site plan approval process, it was determined that the County's existing potable water main is in conflict with the proposed new development. Under the terms of this Amendment, Centex will pay the County to construct a new water main, install new service lines to the 19 residential customers served off the existing main, and provide fire hydrants along the new water main. After the new water main is placed into service, Centex will abandon the existing water main and indemnify the County for any liability related to the abandonment work. The new water main will be constructed using the Department's Utility Continuing Construction Contract under a future work authorization having an estimated value of \$116,917.64. As a show of support for this proposed Amendment, Centex has fully pre-paid the County for this cost.

District 2

(MJ)

Background and Justification: The County owns and maintains a 6-inch diameter potable water main for the Lake Belvedere Estates community. Centex Homes initiated the County's formal site plan approval process for a new development in the same area. The various layouts and configurations considered for the new development resulted with a lack of "legal sufficiency" regarding access to the County's existing water mains. Proper access is critical to ensure the Department can operate, maintain, and repair its pipelines. Therefore, Centex has requested the County replace its existing main with a new pipeline to be located within the right-of-way of Sarazen Drive and Leon Drive within Lake Belvedere Estates. The Department will construct new service lines for the 19 customers served off the existing line. This will ensure their water service is not interrupted. Residents will receive the added benefit of fire protection from new fire hydrants. The cost for the new water main, service lines, and fire hydrants has been estimated to be \$116,917.64 based upon the construction rates in the Departments Continuing Utility Construction Contract. As a show of support for this Amendment, Centex has fully pre-paid the County for this cost. If this Amendment is approved, staff will proceed with design of a new water main to be constructed using the Department's Continuing Utility Construction Contract under a future work authorization.

Attachments:

- 1. Location Map
- 2. Three (3) originals First Amendment to Potable Water and Wastewater Development Agreement
- 3. Summary of Estimated Construction Costs

Recommended By: [Signature] 7/24/06
Department Director Date

Approved By: [Signature] 8/2/06
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Operating Expense	\$ 116,917.64	0	0	0	0
External Revenues	(\$ 116,917.64)	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	\$0.00	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No: Fund 4011 Dept 721 Unit W006 Object 6543

Is Item Included in Current Budget? Yes No

Reporting Category N/A

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

All construction costs will be reimbursed by Centex Homes. No net fiscal impact.

C. Department Fiscal Review: Debra M. West

III. REVIEW COMMENTS

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

Jim Burt 8-1-06
OFMB
ACTN 8-1-06
8/1/06
7/28/06

John P. White 8/2/06
Contract Development and Control

B. Legal Sufficiency

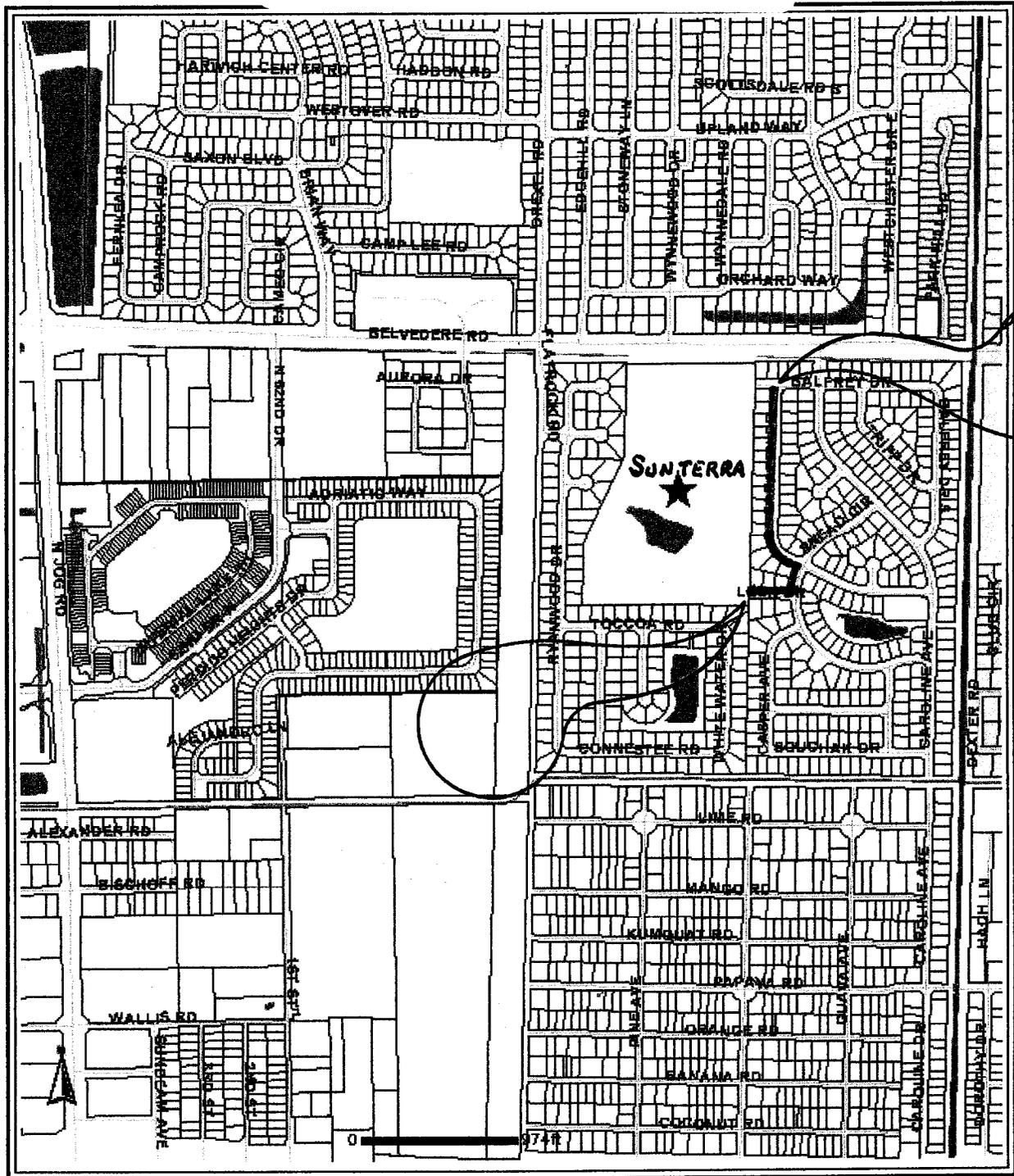
WLLW 8/2/06
Assistant County Attorney

This amendment complies with our review requirements.

C. Other Department Review:

Department Director

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



Centex Homes (Sunterra)

Map Scale 1:11683

Map produced on 5/8/2006

**FIRST AMENDMENT TO POTABLE WATER AND WASTEWATER
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT, made and entered into this _____ day of _____, 2006, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "County," whose address is c/o Palm Beach County Water Utilities Department, P.O. Box 16097, West Palm Beach, FL, 33416-6097 and **CENTEX HOMES**, a Nevada general partnership, whose address is 3301 Quantum Boulevard, First Floor, Boynton Beach, FL 33426, hereinafter referred to as "Property Owner."

WITNESSETH

WHEREAS, County and Fairways East Corporation entered into a Standard Potable Water and Wastewater Development Agreement ("Agreement") on April 27, 2004 (DA #0201024-000)(a copy of the Agreement is attached hereto and incorporated herein as **Exhibit "A"**); and

WHEREAS, on 02/03/2005, Property Owner purchased the property encumbered by the Agreement ("Property"), and, in accordance with the Agreement terms, assumed all rights, duties, and responsibilities of the Agreement; and

WHEREAS, water service to the Property and certain adjacent properties is currently provided by an existing potable water main located along the eastern property line of the Property; and

WHEREAS, Property Owner and County have determined that it is most beneficial to the parties and the public to abandon the existing water main and to install a new 6" water main in public right-of-way outside of the Property, in order to continue potable water service to the households currently served by the existing water main; and

WHEREAS, Property Owner has agreed to pay the County all costs necessary to install the new 6" potable water main; and

WHEREAS, Property Owner has agreed to take all necessary steps to properly grout and abandon the existing water main and has agreed to indemnify the County for all liability related to the grouting and abandonment of the existing water main; and

WHEREAS, County will not require dedication of a 10' utility easement on the Sunterra PUD site plan or plat for access to the existing water main.

NOW, THEREFORE, for and in consideration of these premises, the mutual undertakings and agreements herein contained and assumed, Property Owner and County hereby covenant and agree as follows:

1. The foregoing statements are true and correct and are incorporated herein by specific reference.
2. Section 15 of the Agreement shall be amended to read as follows:
 - A. Property Owner shall pay the County for all construction costs required to install the new 6" potable water main and to connect the nineteen properties to the new water main that are currently receiving potable water service from the existing water main. A depiction of the location of the existing and new 6" potable water mains is attached hereto and incorporated herein as **Exhibit "B"**. Accordingly, Property Owner has

paid to the County \$116,917.64, received on 05/12/06, as payment for the following: (1) installation of approximately 1600 linear feet of 6" potable water main within the rights-of-way of Sarazen and Leon Drives within Lake Belvedere Estates; (2) disconnection of the nineteen properties currently served by the existing 3" potable water main located along the eastern property line of the Property from said water main; (3) connection of these nineteen properties to the new 6" potable water main; and (4) installation of fire hydrants (collectively referred to as the "Project.") It is the parties' intention that this payment shall be payment in full for the Project, and a ten percent (10%) contingency is factored into the cost estimate. However, Property Owner shall be responsible for any additional documented construction costs incurred in the construction of the Project. In such a case, County will provide Property Owner with written documentation of additional costs, and Property Owner shall remit payment within thirty (30) days of receipt of said documentation. County shall be responsible for the selection and hiring of any contractor(s) required for the Project. With the exception of the payment required under this Paragraph A, and the engineering and permitting requirements under Paragraph B, Property Owner shall have no other obligations related to the Project.

- B. Property Owner shall be responsible for preparing all engineering plans in accordance with the Palm Beach County Water Utility Department's Uniform Policies and Procedures Manual. Property Owner shall obtain all necessary approvals and permits for the installation of the 6" water main and associated services.
 - C. Following disconnection of the existing potable water main from the County's potable water system and the households that the main is serving, Property Owner shall, at its own cost, fill the existing potable water main located along the eastern property line of the Property using material acceptable to the County and in a manner acceptable to the County.
 - D. Property Owner, its successors and assigns, hereby agrees to indemnify, release and hold County, its officers, agents and employees, harmless from and against any and all liabilities, damages, penalties, claims, costs, and expenses whatsoever, including attorney's fees at all levels, which may be imposed upon or asserted against County as a result of or in any way related to the grouting or abandonment of the existing potable water main located along the eastern property line of the Property. This indemnification provision shall survive the expiration of this Agreement.
 - E. County shall not require a 10' Utility Easement for access to the existing water main to be dedicated on the plat of the Sunterra PUD.
4. All other provisions of the Agreement, dated April 27, 2004, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

[THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Property Owner and County have executed or have caused this First Amendment to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this First Amendment.

ATTEST:

SHARON R. BOCK, CLERK
AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY
COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

[SEAL]

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: Lusta L. Pica
Department Director

WITNESSES:

Christopher P. Barry

Christopher P. Barry
Type or Print Name

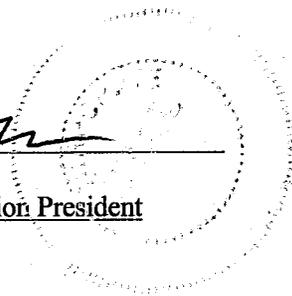
Richard A. Reese

Richard A. Reese
Type or Print Name

PROPERTY OWNER:

By: Matthew B. Horan

Signature
South Florida Division President
Title
Matthew B. Horan
Typed or Printed Name



[Corporate
Seal]

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY PALM BEACH

The foregoing instrument was acknowledged before me this 7th day of July, 2006 by Matthew B. Horan, of Centex Homes a Nevada corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.



Mary H. Wilson
Commission #DD262162
Expires: Dec 06, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Matthew B. Horan
Signature of Notary

Typed, Printed, or Stamped Name
of Notary

Notary Public

Serial Number

Exhibit "A"



Return
Via Will
Call Box
133

POTABLE WATER AND WASTEWATER

CFN 20040241545
OR BK 16885 PG 1033
RECORDED 04/30/2004 12:57:10
Palm Beach County, Florida
Dorothy H Wilken, Clerk of Court

STANDARD POTABLE WATER AND WASTEWATER DEVELOPMENT
AGREEMENT (SDA)

THIS AGREEMENT made and entered into this 27th day of APRIL,
2004, by and between PALM BEACH COUNTY, a subdivision of the State of Florida,
hereinafter referred to as "Utility", and FAIRWAYS EAST CORPORATION, hereinafter
referred to as "Property Owner."

WITNESSETH

WHEREAS, Property Owner owns property located in Palm Beach County,
Florida and as more fully described in Exhibit "A", attached hereto and made a part hereof
and hereinafter referred to as "Property", whereupon Property Owner has or is about to
develop the Property by erecting thereon residential or non-residential improvements; and

WHEREAS, Property Owner desires to construct potable water and wastewater
facilities hereinafter referred to as "facilities"; and

WHEREAS, upon the conditions set forth herein, Utility desires to accept
ownership of the completed potable water and wastewater facilities for operation and
maintenance purposes; and

WHEREAS, Property Owner understands that this contract for service in no way
entitles Property Owner to densities which are greater than those allowed under the density
provisions of the Comprehensive Plan of Palm Beach County, or to densities or
development rights as may otherwise be limited by the Board of County Commissioners;
and

WHEREAS, in the interest of public health and to encourage the use of central
water and wastewater facilities, Utility desires to enter into this Agreement.

NOW THEREFORE, for and in consideration of these premises, the mutual
undertakings and agreements herein contained and assumed, Property Owner and Utility
hereby covenant and agree as follows:

1. The foregoing statements are true and correct.
2. The following definitions and references are given for the purpose of interpreting the
terms as used in this Agreement and apply unless the context indicates a different meaning:
 - (a) "UPAP" - the Uniform Policies and Procedures Manual of the Palm Beach County
Water Utilities Department as may be amended from time to time, which is incorporated
herein by reference;
 - (b) "Service" - the readiness and ability on the part of Utility to furnish potable water to
and to collect wastewater from the property;
 - (c) "Point of Service" - generally, the point where the pipes or meters of Utility are
connected with pipes of Property Owner as further defined in Chapter 1 of the UPAP;
 - (d) "Equivalent Residential Connection (ERC)" - a system capacity equivalency unit
which corresponds to the peak demand of the 5/8" x 3/4" meter sub-category of the
single-family residential category of Customer usage. This system capacity equivalency
unit is utilized to establish the system demand for various sized connections for the
purpose of assessing fees;
 - (e) "Mandatory Agreement Payment (MAP)" - twelve months of Guaranteed Revenue
Fees payable to Utility upon submission of an SDA or renewal agreement for each ERC
(or ERIC) represented in the Agreement;

SDA # 01-01139-000

ATTN: MARK FALLON, PFC WATER UTILITIES DEPT
CONTRACT MGMT, 2865 PINEAPPLE RD, Bldg. J
WEST PALM BEACH, FL 33406
RETURN VIA WILL CALL
CHARGE 1023

POTABLE WATER AND WASTEWATER

(f) "Service Initiation" - the date a potable water meter or wastewater connection is requested;

(g) "Guaranteed Revenue Fee" - the fee designed to recover the carrying costs of system capacity which has been or is being constructed in anticipation of future service requests. Carrying costs include fixed operating and renewal and replacement expenses necessary to maintain excess system capacity for future use. Guaranteed Revenue does not recover variable operating expenses;

(h) "Total Accrued Amount (TAA)" - At the time of Service Initiation for each ERC, a TAA equal to sixty months of Guaranteed Revenue Fees at the then current rate minus the MAP paid per each ERC shall be due and payable for such ERC. The TAA for each ERC will be determined at the time of Service Initiation; and

(i) "Standard Development Renewal Agreement (SDRA)" - an agreement between the County and Property Owner extending the capacity reservation for unused ERCs (ERICs) in a Standard Development Agreement for an additional five (5) years.

3. Property Owner hereby grants and gives to Utility the exclusive right and privilege to construct, own, maintain, operate and expand the potable water and wastewater facilities in, under, upon, over and across the present and future streets, roads, easements, reserved utility sites and public places as provided and dedicated to public use in the record plats, or as provided for in agreement, dedications or grants made otherwise and independent of said record plats. Utility covenants that it will use due diligence in ascertaining all easement locations; however, should Utility install any of its facilities outside a dedicated easement area, Property Owner covenants and agrees that Utility will not be required to move or relocate any facilities lying outside a dedicated easement area as long as the facilities do not interfere with the then or proposed use of the area in which the facilities have been installed. Property Owner hereby further agrees that the foregoing grants include the necessary rights of ingress and egress to any part of the Property which Utility requests for the maintenance, operation or expansion of the potable water and wastewater facilities; that in the event Utility is required or desires to install any of its potable water and wastewater facilities in lands within the Property lying outside the streets and easement areas described above, then Property Owner shall grant to Utility, without cost or expense to Utility, the necessary easement or easements for such installation; provided, all such installations by Utility shall be made in such a manner as not to interfere with the then primary use of such Property. Property Owner shall obtain written approval from Utility prior to installing any structure or object, including, but not limited to, fences, gates, signs, trees, or poles within an easement area. In consideration of Utility's consent to an encroachment, Property Owner shall agree to indemnify and hold Utility harmless from and against all liabilities, damages, penalties, claims costs and expenses, including attorney's fees at all levels, which may be imposed upon or asserted against Utility as a result of or in any way connected to an encroachment approved by Utility. In the event the Utility determines that it is necessary to construct, maintain, repair, remove, or replace any of its facilities located under, over, or upon an easement, Property Owner shall immediately remove the encroachment from the easement upon the request of Utility at Property Owner's sole cost and expense. If Property Owner fails to remove the encroachment, Utility shall have the right to remove the encroachment from the easement. Property Owner shall pay all costs related to removing the encroachment from the easement incurred by the Utility.

Property Owner, as further consideration of this Agreement, and in order to effectuate the foregoing grants to Utility, hereby places the following covenant, as a covenant running with the land, upon the Property and thereby subjecting it to a reservation, condition, limitation, or restriction in favor of Utility, as follows:

Utility, or its successors, has the sole and exclusive right to provide all potable water and wastewater facilities and services to the Property described in Exhibit "A" and to any property to which potable water and wastewater service is actually rendered by Utility. All occupants of any residence or non-residential improvement erected or located on the Property

POTABLE WATER AND WASTEWATER

and all subsequent or future owners or purchasers of the Property, or any portion thereof, shall exclusively receive their potable water and wastewater service from the aforesaid Utility and shall pay for the same and shall abide by the terms and intent of this Agreement, and the UPAP, for as long as the aforesaid Utility provides such services to the property. Further, all occupants of any residence or non-residential improvement erected or located on the Property and all subsequent or future owners or purchasers of the property, or any portion thereof, agree, by occupying any premises on the Property or by recording any deed of conveyance with respect to the Property, that they will not construct or otherwise make available or use potable water and wastewater service from any source other than that provided by Utility.

Any water well or water source used solely for the purpose of supplying irrigation for the Property is excluded from this restriction unless the Property is required to utilize reclaimed water in accordance with the Palm Beach County Reclaimed Water Ordinance.

Further, in order to give an additional and supplementary notice to all the future Property Owners of any of the Property of the rights of Utility to provide the Property with potable water and wastewater facilities and services, Property Owner hereby covenants and agrees to have the above restrictive covenant or its equivalent included in the general subdivision restrictions and to place the same of record in the Public Records of Palm Beach County, Florida.

4. Upon the continued accomplishment of all the prerequisites contained in this Agreement to be performed by Property Owner, Utility covenants and agrees that it will allow the connection of the potable water distribution and wastewater collection facilities installed by Property Owner to the potable water and wastewater facilities of Utility in accordance with the terms and intent of this Agreement. Such connection shall be in accordance with rules, and regulations of the Health Department, the UPAP, and other governmental agencies having jurisdiction over the water supply and wastewater collection and disposal operation of the Utility.

5. Property Owner is required to pay Guaranteed Revenue Fees in order to support investment in plant facilities, as well as the fixed costs of maintaining such facilities and the unused capacity it represents. Therefore, Property Owner agrees to pay in accordance with the UPAP:

(a) a MAP per each ERC for the requested capacity upon submission of this Agreement; and

(b) a TAA per each ERC for the requested capacity upon Service Initiation.

Utility has advised Property Owner that construction of additional potable water and wastewater facilities will be completed in phases designed to coincide with the need for service to Property Owner and other Property Owners in the service area. The Utility should not be expected to provide service to connections in excess of those reserved as evidenced by proper payment of Guaranteed Revenue.

The MAP required upon submission of this Potable Water and Wastewater Agreement is:

Potable Water:	\$99.24 per ERC x	109.20 ERCs =	\$10,837.01
Wastewater:	\$183.72 per ERC x	109.20 ERCs =	\$20,062.22
		TOTAL	\$30,899.23

Upon receipt of the MAP, Utility agrees to reserve 109.20 ERCs of potable water and wastewater system capacity for Property Owner until APRIL 30, 2009, which term may be extended in accordance with the UPAP, as may be amended from time to time, and upon payment of applicable fees.

POTABLE WATER AND WASTEWATER

Property Owner acknowledges and agrees Utility shall not refund or reimburse the MAP upon expiration.

Property Owner acknowledges that it is the sole responsibility of Property Owner to provide payment of a new MAP at the then current fees thirty (30) days before the expiration of the original five-year term. Should multiple assignments exist for this Agreement, each assignee must submit the appropriate MAP for any unconnected ERCs related to the assignee's ERCs. Should Property Owner or assignee fail to submit a new MAP payment for their respective unconnected ERCs, Utility shall execute and record a "Termination and Partial Release of Standard or Non Standard Potable Water and Wastewater Development Agreement Due to Non-Renewal."

At the time of Service Initiation, the applicable ERCs will be deducted from said reservation. Upon approval of the Utility, the total number of ERCs may be increased up to 10% of the original reservation or by ten (10) ERCs, whichever is greater, by an amendment to this Agreement. The MAP required for the amendment shall be paid at the rate applicable to the original Agreement. Any amendments to the SDA shall be binding upon both Utility and Property Owner and subject to all applicable rules and regulations of the Utility; however, any amendments will not extend the original five (5) year term of the Agreement. Any adjustment which is greater than that specified herein requires a new Agreement to be signed. Upon written notice to Utility, said ERCs may be adjusted downward however, no refund or credit will be given by Utility to Property Owner for said downward adjustment.

6. Property Owner hereby agrees to construct and to transfer ownership and control up to the Point of Service to Utility, at no cost, the on-site and off-site potable water distribution and wastewater collection systems referred to herein. Upon acceptance of said facilities, Utility hereby agrees to accept ownership of the potable water and wastewater facilities for operation and maintenance purposes. Property Owner shall cause to be prepared engineering plans and specifications prepared by and sealed by a professional engineer registered in the State of Florida, showing the on-site and off-site potable water distribution and wastewater collection systems for the Property. Utility will advise Property Owner's engineer of any sizing requirements as mandated by the UPAP. Such detailed plans may be limited to a phase of the Property, and subsequent phases may be furnished from time to time. However, each such phase shall conform to a master plan for the development of the Property and such master plan shall be submitted to Utility concurrent with or prior to submission of plans for the first phase. All such plans and specifications, including hard copy and electronic media, submitted to Utility's engineer shall be subject to the approval of Utility and shall conform to the Utility's standards as set forth in the UPAP, and no construction shall commence until Utility has approved such plans and specifications in writing. After approval, Property Owner shall cause to be constructed, at Property Owner's expense, the potable water distribution and wastewater collection systems as shown on the plans and specifications. Fees, as set forth in the UPAP, shall be levied by Utility to cover the cost of plan review and inspection. Property Owner shall also be required to pay Guaranteed Revenue Fees, Connection Fees, Installation Fees, and other fees as set forth in the UPAP.

During the construction of the potable water distribution and wastewater collection systems by Property Owner, Utility may from time to time inspect such installation to determine compliance with the plans and specifications, adequacy of the quality of the installation, and further, shall be entitled to perform standard tests for pressure, infiltration, line and grade, and all other normal engineering tests to determine that the system has been installed in accordance with the approved plans and specifications and the UPAP. Inspection by the Utility shall in no way relieve Property Owner of his responsibility to install the facilities in accordance with the approved plans and specifications and the UPAP. Complete as-built plans, including hard copy and electronic media when utilized, shall be submitted to Utility upon completion of construction.

Property Owner hereby agrees to transfer to Utility title to all potable water distribution and wastewater collection systems installed by Property Owner's contractor pursuant to the provisions of this Agreement. Such conveyance is to take effect without further action upon

POTABLE WATER AND WASTEWATER

the acceptance by Utility of the said installation. As further evidence of said transfer of title, upon the completion of the installation and prior to the rendering of service by Utility, Property Owner shall convey to Utility by Bill of Sale in a form supplied by the Utility the complete on-site and off-site potable water distribution and wastewater collection system as constructed by Property Owner and approved by Utility, along with the required Cost Documentation and Property Owner's No Lien Affidavit. Subsequent to construction of the facilities and prior to receiving a meter(s) from Utility, Property Owner shall convey to Utility all easements and/or rights-of-way covering areas in which potable water and wastewater lines are installed by a recordable document in a form supplied by Utility. All conveyance of easements or rights-of-way shall be accompanied by a paid title policy for the benefit of Utility in a minimum amount of:

\$50.00 per linear foot of any granted utility easement (based on the centerline of the easement); and

\$5,000.00 for a Department-owned wastewater lift station (if not constructed within an existing utility easement).

Said title policy shall confirm the Grantor's rights to convey such easements or rights-of-way, and further, evidencing Utility's right to the continuous enjoyment of such easements or rights-of-way for those purposes set forth in this Agreement. The use of easement(s) granted by Property Owner may be used by other utilities as long as such is approved by the Utility. Utility's acceptance of the potable water distribution and wastewater collection system installed by Property Owner shall be in accordance with the provisions as set forth in the UPAP. All installations by Property Owner or its contractor shall be warranted for one year (or five years in the case of lift station pumps and motor assemblies) from date of Final DEP Certification. Mortgages holding liens on such properties shall be required to release such liens, subordinate their position, or join in the granting of the easements or rights-of-way. All potable water distribution and wastewater collection facilities shall be located within an easement if not located within platted or dedicated rights-of-way.

Property Owner hereby agrees to pay to Utility Guaranteed Revenue Fees, Connection Fees, Service Installation Fees, and any other applicable fees as set forth in the UPAP at the then current rate.

The timely payment by Property Owner of all fees in accordance with the terms set forth herein shall be considered essential to the continued performance by Utility of the terms and conditions of this Agreement. The construction and transfer of ownership of the potable water distribution and wastewater collection system does not and will not result in Utility waiving or offsetting any of its fees, rules or regulations. Property Owner shall not have any present or future right, title, claim, or interest in and to the potable water and wastewater facilities transferred to or owned by Utility.

7. Upon submission of this Agreement, Property Owner, at his expense, agrees to furnish Utility with a copy of the recorded Warranty Deed for the purpose of establishing ownership of the Property. Any mortgagee or lien holder having an interest in the Property shall be required to execute a Consent and Joinder of Mortgagee/Lienholder as supplied by the Utility. A Property Owner must submit either a title policy or a letter from an attorney licensed to do business in Florida confirming that there is no mortgage or lien on the property. The title policy or letter must be issued within thirty (30) days of submittal of the SDA.

8. Property Owner agrees with Utility that all potable water and wastewater facilities conveyed to Utility for use in connection with providing potable water and wastewater service to the Property, shall at all times remain in the complete and exclusive ownership of Utility, and any entity owning any part of the Property or any residence or building constructed or located thereon, shall not have the right, title, claim or interest in and to such facilities, or any part of them, for any purpose. In addition, Utility shall have the exclusive right and privilege to provide potable water and wastewater services to the Property and to the occupants of each residence or building constructed thereon.

POTABLE WATER AND WASTEWATER

9. Notwithstanding any provision in this Agreement, Utility may establish, revise, modify, and enforce rules, regulations, and fees covering the provision of potable water and wastewater service to the Property. Such rules, regulations, and fees are subject to the approval of the Palm Beach County Board of County Commissioners. Such rules, regulations, and fees shall be reasonable and subject to regulation as may be provided by law or contract. Fees charged to Property Owner or Customers located upon the Property shall be identical to fees charged for the same classification of service in the particular service area. All rules, regulations and fees as set forth in the UPAP, shall be binding upon Property Owner, upon any other entity holding by, through or under Property Owner, and upon any Customer of the potable water and wastewater service provided to the Property by Utility. Said rules and regulations include, but are not limited to, Service Initiation, oversizing of facilities, use of previously oversized facilities or extension of facilities. Any fee or rate delinquent more than 120 days will automatically void this Standard Development Agreement.

10. Property Owner or his assignee shall not have the right to and shall not connect to the potable water and wastewater facilities of Utility until approval for such connection has been granted by the Utility. The parties hereto further agree that the expense of construction, operation and maintenance of all improvements beyond the Point of Service shall be the sole cost and expense of Property Owner or other than Utility.

11. The sale, conveyance, transfer, or assignment of this Agreement by Property Owner shall only be performed in accordance with the provisions of UPAP.

12. All notices provided for herein shall be in writing and transmitted by mail or by courier, and, if to Property Owner shall be mailed or delivered to Property Owner at:

1255 S Military Trail, Suite 200
Deerfield Beach, FL 33442-7611;

and if to Utility, shall be mailed to Palm Beach County Water Utilities Department Contract Management Section, P.O. Box 16097, West Palm Beach, FL 33416-6097.

13. The rights, privileges, obligations, and covenants of Property Owner and Utility shall survive the completion of the work of Property Owner with respect to completing the potable water and wastewater facilities and services to any phased area and to the Property as a whole.

14. Unless Property Owner is requesting additional capacity for the property described in Exhibit "A", this Agreement shall supersede, null and void, all previous agreements or representations, either verbal or written, heretofore in effect between Property Owner and Utility, made with respect to the matter herein contained, and when duly executed, constitutes the entire agreement between Property Owner and Utility. No additions, alterations, or variations of terms of this Agreement shall be valid, nor can provisions of this Agreement be waived by either party, unless such additions, alterations, variations, or waiver are expressed in writing and duly signed by the parties hereto. This Agreement shall be governed by the laws of the State of Florida and shall become effective upon execution by the parties hereto. The venue for actions arising out of this Agreement is in Palm Beach County, Florida.

15. Additional Conditions:

None

(THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, Property Owner and Utility have executed or have caused this Agreement, with the named Exhibits attached, to be duly executed in several counterparts, each of which counterpart shall be considered an original executed copy of this Agreement.

WITNESSES:

PALM BEACH COUNTY

Nancy M. May
NANCY M. MAY
Typed or Printed Name

By: [Signature]
County Administrator or Designee

Judy Provence
Judy Provence
Typed or Printed Name

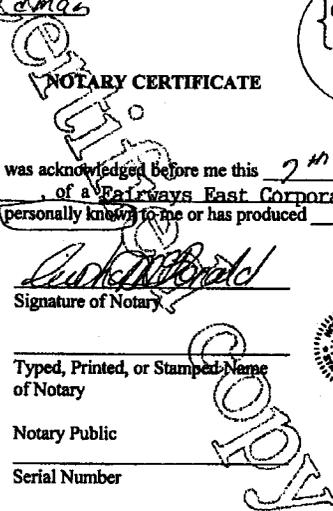
WITNESSES:

PROPERTY OWNER Fairways East Corporation, a Florida corporation, f/r/a 5850 Belvedere, Inc.

Neisha McDonald
Neisha McDonald
Typed or Printed Name

By: Andrew Waldman
Signature
Andrew Waldman
Typed or Printed Name
President
Title

Ann Maria Waldman
Ann Maria Waldman
Typed or Printed Name



STATE OF FLORIDA
COUNTY PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of April, 2004, by Andrew Waldman, Pres., of a Fairways East Corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

[Signature]
Signature of Notary

Typed, Printed, or Stamped Name of Notary

Notary Public

Serial Number

WATER UTILITIES DEPARTMENT APPROVAL

By: Frederic W. Jenkins
Director of Finance and Administration
PBC Water Utilities Department

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: Ann Marie Helgenst
County Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

A parcel of land in the Northwest Quarter of Section 35, Township 43 South, Range 42 East, Palm Beach County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of Lot 9, Block A, WOODED ACRES, as same is recorded in Plat Book 36, at Page 140, Public Records of Palm Beach County, Florida, run thence South 00 degrees, 02 minutes, 51 seconds West along the East line of said Block "A" 587.02 feet; thence South 23 degrees, 36 minutes, 00 seconds West along the Easterly line of Block "A" 591.01 feet; thence South along the East line of Block "A" 351.38 feet; thence North 89 degrees, 17 minutes, 47 seconds East along the North line of Lots 37 through 49, Block "A", a distance of 1035.93 feet to a point in the West line of 4th Addition to Plat of LAKE BELVEDERE ESTATES as recorded in Plat Book 27, at Page 9, Public Records of Palm Beach County; thence North 00 degrees, 02 minutes, 51 seconds East along the West line of said 4th Addition and along the West line of the 3rd Addition and 1st Addition to Plat of LAKE BELVEDERE ESTATES as recorded in Plat Book 26, Page 67 and Plat Book 26, Page 185, respectively, Public Records of Palm Beach County, 1562.89 feet to a point in a line 20.0 feet (as measured at right angles) Southern from and parallel to the North line of aforesaid Section 35, said line also being the South Right-of-Way line of a 20.0 foot platted road Right-of-Way as shown on MODEL LAND COMPANY PLAT OF SUBDIVISION of said Section 35, as recorded in Plat Book 5, at Page 77, Public Records of Palm Beach County; thence South 89 degrees, 05 minutes, 40 seconds West along said Right-of-Way line 800.11 feet to a point in the Northern prolongation of the East line of Block "A" of WOODED ACRES; thence South 00 degrees, 02 minutes, 51 seconds East 53.0 feet to the POINT OF BEGINNING.

Less the North 53.00 feet of the above described parcel.

Together with those certain rights arising out of that certain Paving, Piping and Parking Easement Agreement as recorded in Official Records Book 6588, Page 926, as amended by Amendment to Paving, Piping and Parking Easement Agreement recorded in Official Records Book 6937, Page 1889, of the Public Records of Palm Beach County, Florida.

CONTAINING 31.22 ACRES MORE OR LESS

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

OK
04/13/04 G

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

DONALD L. SMITH, JR. and / MURIEL M. SMITH, his wife ~~existing under the laws of the State of~~ FLORIDA and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under a mortgage from 5850 BELVEDERE, INC., a(n) FL corporation dated 9/26/2002, filed 10/04/2002, and recorded in Official Record Book 14229, Page, 0149, as ~~modified by Mortgage Modification Agreement dated~~ _____, filed _____ and recorded in Official Record Book _____, Page _____, all in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and **FAIRWAYS EAST CORPORATION**, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in Exhibit "A" to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

DONALD L. SMITH, JR. and MURIEL M. SMITH, his wife as mortgagee aforesaid, consents to the recording by Fairways East Corporation or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this _____ day of _____, 2004.

WITNESSES:

[Signature]
Signature
MARIE WILSON
Typed or Printed Name

[Signature]
Signature
AND WILSON
Typed or Printed Name

[Signature]
DONALD L. SMITH, JR.
[Signature]
MURIEL M. SMITH

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 2nd day of April, 2004, by DONALD L. SMITH, JR. and MURIEL M. SMITH a(n) _____, on behalf of the _____. He/she is personally known to me or has produced as identification.

My Commission Expires: Jan 21 2008

[Signature]
Signature of Notary

Serial Number _____

Typed, Printed, or Stamped Name

 Neisha McDonald
Commission #DD283119
Expires: Jan 21, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

the 1973 Declaration of Trust of Sam W. Klein, as Trustee of (a(n)) Sam W. Klein, ~~owner of the State of~~ and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under a mortgage from 5850 Belvedere, Inc., a(n) FL corporation dated 9/26/2002, filed 10/04/2002, and recorded in Official Record Book 14229, Page, 0005, ~~as modified by Mortgage Modification Agreement dated~~ and recorded in Official Record Book Page all in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and FAIRWAYS EAST CORPORATION, for the provision of potable water, wastewater, and/or reclaimed water service to the property described in Exhibit "A" to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

Sam W. Klein, Trustee, as mortgagee aforesaid, consents to the recording by Fairways East Corporation or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this day of , 2004.

WITNESSES
[Signature]
Signature
[Printed Name]
Typed or Printed Name
[Signature]
Signature
[Printed Name]
Typed or Printed Name

SAM W. KLEIN, as Trustee
(n)
~~authorized to do business in the State of Florida~~
By: [Signature]
Title
Sam W. Klein, Trustee
Typed or Printed Name

NOTARY CERTIFICATE

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this day of , 2004, by SAM W. KLEIN, Trustee of 1973 Declaration of Trust of Sam W. Klein a(n) n/a on behalf of the (n/a) He/she is personally known to me or has produced as identification.

My Commission Expires: Jan 21 2008

[Signature]
Signature of Notary

Serial Number

Typed, Printed, or Stamped Name



CONSENT AND JOINDER OF MORTGAGEE/LIENHOLDER

GOLF FINANCE, INC., a corporation existing under the laws of the State of Florida and authorized to do business in the State of Florida, hereby certifies that it is the mortgagee/lienholder under a Mortgage and Security Agreement from **FAIRWAYS, L.L.C.**, a Florida limited liability company, and **FAIRWAYS EAST CORPORATION**, formerly known as **5850 BELVEDERE, INC.**, a Florida corporation, dated February 26, 2004, filed and recorded March 4, 2004 in Official Records Book 16622, Page 0319, in the Public Records of Palm Beach County, Florida, and hereby consents to and joins in the execution of the Agreement between Palm Beach County and **FAIRWAYS EAST CORPORATION** for the provision of potable water, wastewater, and/or reclaimed water service to the property described in Exhibit "A" to the Agreement and further consents to and joins in the granting of utility easements to Palm Beach County as provided for in the aforesaid agreement with Palm Beach County.

GOLF FINANCE, INC., as mortgagee aforesaid, consents to the recording by **FAIRWAYS EAST CORPORATION** or Palm Beach County, Florida, in the Public Records of Palm Beach County, Florida of the contract.

IN WITNESS WHEREOF, the undersigned has executed this instrument on this 7 day of April, 2004.

WITNESSES:

Judy Baker Washburn
Printed Name: Judy Baker Washburn

Michelle H. Johnson
Printed Name: Michelle H. Johnson

GOLF FINANCE, INC., a Florida corporation
By: Bradley P. Dressler, President

STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 7 day of April, 2004, by Bradley P. Dressler, President of **GOLF FINANCE, INC.**, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

 Helen K Hanrahan
My Commission DD143147
Expires August 18, 2006

Helen K Hanrahan
Notary Public, State of Florida
Printed Name: Helen K Hanrahan
Commission No. DD 143147
Commission Expires: 8/18/2006

G:\Pat\Dressler\Turtle Bay\Consent and Joinder of Mortgagee.doc

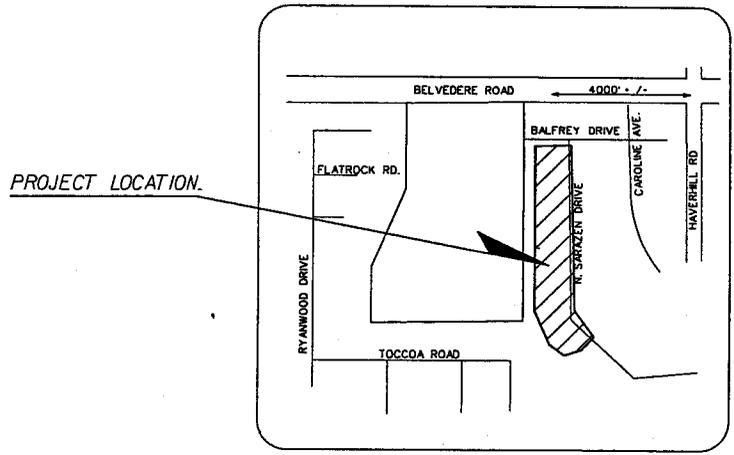
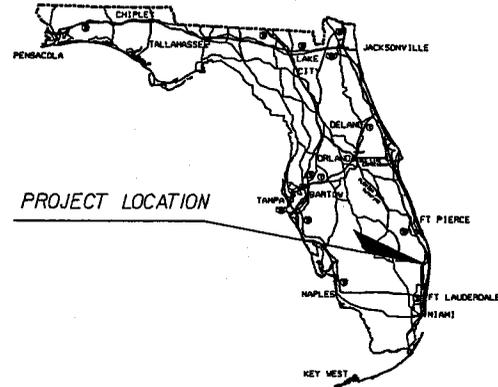
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NORTH SARAZEN DRIVE WATER MAIN IMPROVEMENT PROJECT PALM BEACH COUNTY, FLORIDA PALM BEACH COUNTY WATER UTILITIES

PROJECT NUMBER
0501-02
SHEET NUMBER
1 of 6

INDEX OF CONSTRUCTION PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2-3	WATER PLANS
4-6	WATER DETAILS



LOCATION MAP

SECTION 35 / TOWNSHIP 43 / RANGE 42

48 HOURS BEFORE DIGGING
 BROWARD PALM BEACH INDIAN RIVER
 ST. LUCIE MARTIN COUNTIES
 CALL TOLL FREE
1-800-432-4770
 SUNSHINE STATE 1 CALL
 UNDERGROUND UTILITIES
 NOTIFICATION CENTER

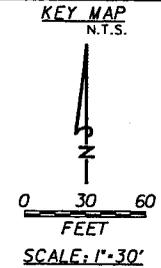
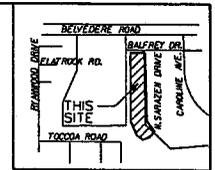
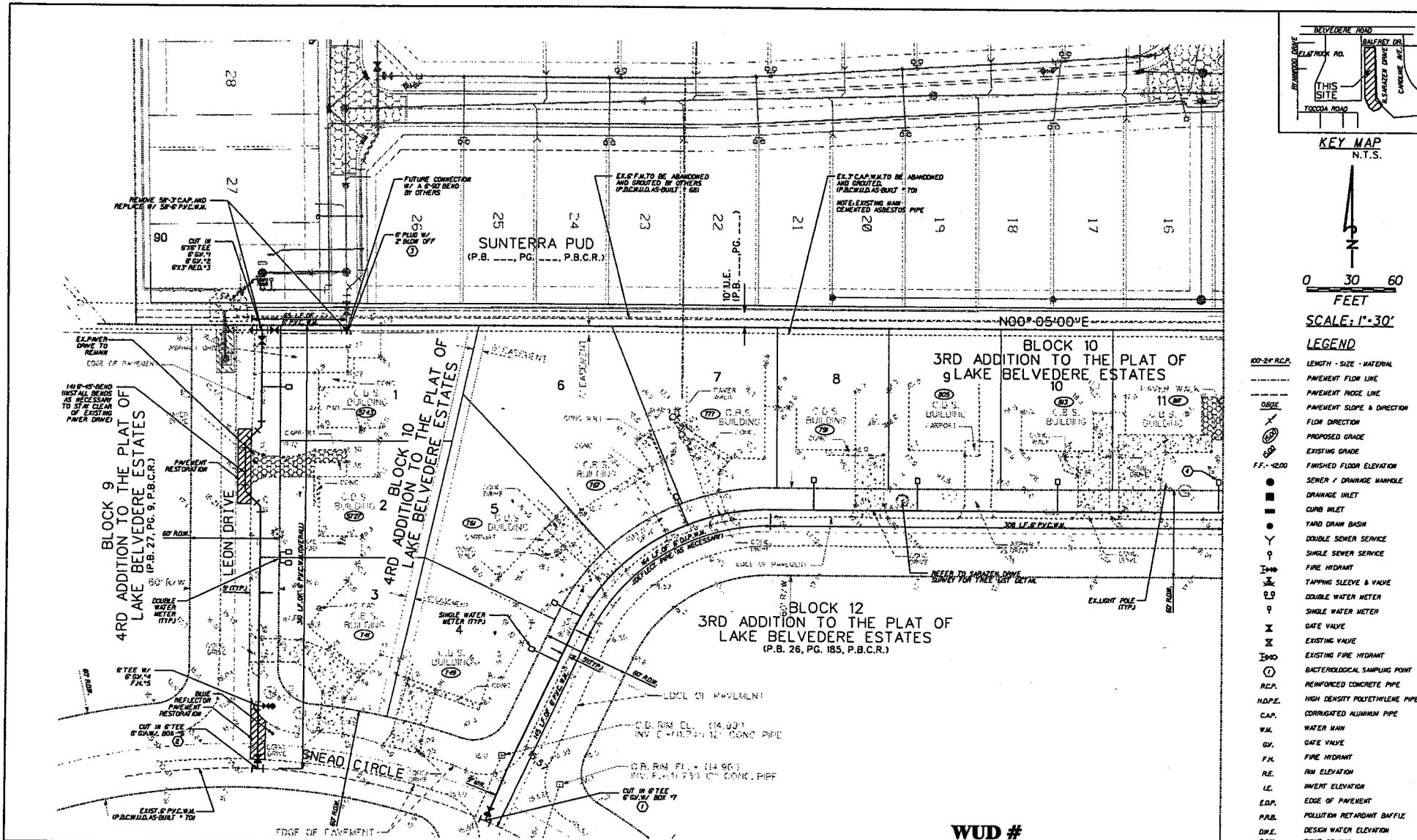


HSQ GROUP, INC.
 Consulting Engineers • Planners • Transportation

14000 Military Trail, Suite 103
 Delray Beach, Florida 33484
 (561) 637-0955 Phone (561) 637-4731 Fax
 Authorization Number 26258

WUD #

EXHIBIT "B"



- LEGEND**
- 12" RCP --- LENGTH - SIZE - MATERIAL
 - PAVEMENT FLOW LINE
 - PAVEMENT EDGE LINE
 - 0.02% --- PAVEMENT SLOPE & DIRECTION
 - FLOW DIRECTION
 - PROPOSED GRADE
 - EXISTING GRADE
 - F.F. - 12.00 --- FINISHED FLOOR ELEVATION
 - ○ --- SEWER / DRAINAGE MANHOLE
 - □ --- DRAINAGE INLET
 - □ --- CURB INLET
 - ○ --- YARD DRAIN BASIN
 - ○ --- DOUBLE SEWER SERVICE
 - ○ --- SINGLE SEWER SERVICE
 - ○ --- FIRE HYDRANT
 - ○ --- TAPPING SLEEVE & VALVE
 - ○ --- DOUBLE WATER METER
 - ○ --- SINGLE WATER METER
 - X --- GATE VALVE
 - X --- EXISTING VALVE
 - ○ --- EXISTING FIRE HYDRANT
 - ○ --- BACTERIOLOGICAL SAMPLING POINT
 - R.C.P. --- REINFORCED CONCRETE PIPE
 - H.D.P.E. --- HIGH DENSITY POLYETHYLENE PIPE
 - C.A.P. --- CORRUGATED ALUMINUM PIPE
 - W.M. --- WATER MAIN
 - G.V. --- GATE VALVE
 - F.H. --- FIRE HYDRANT
 - R.E. --- RIM ELEVATION
 - I.E. --- INVERT ELEVATION
 - E.O.P. --- EDGE OF PAVEMENT
 - P.R.B. --- POLLUTION RETARDANT BAFFLE
 - D.W.E. --- DESIGN WATER ELEVATION
 - R.O.W. --- RIGHT OF WAY

NO.	DATE	BY	REVISION

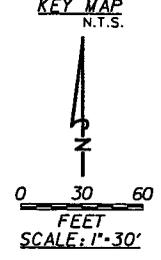
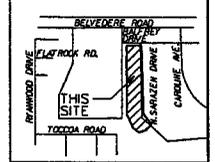
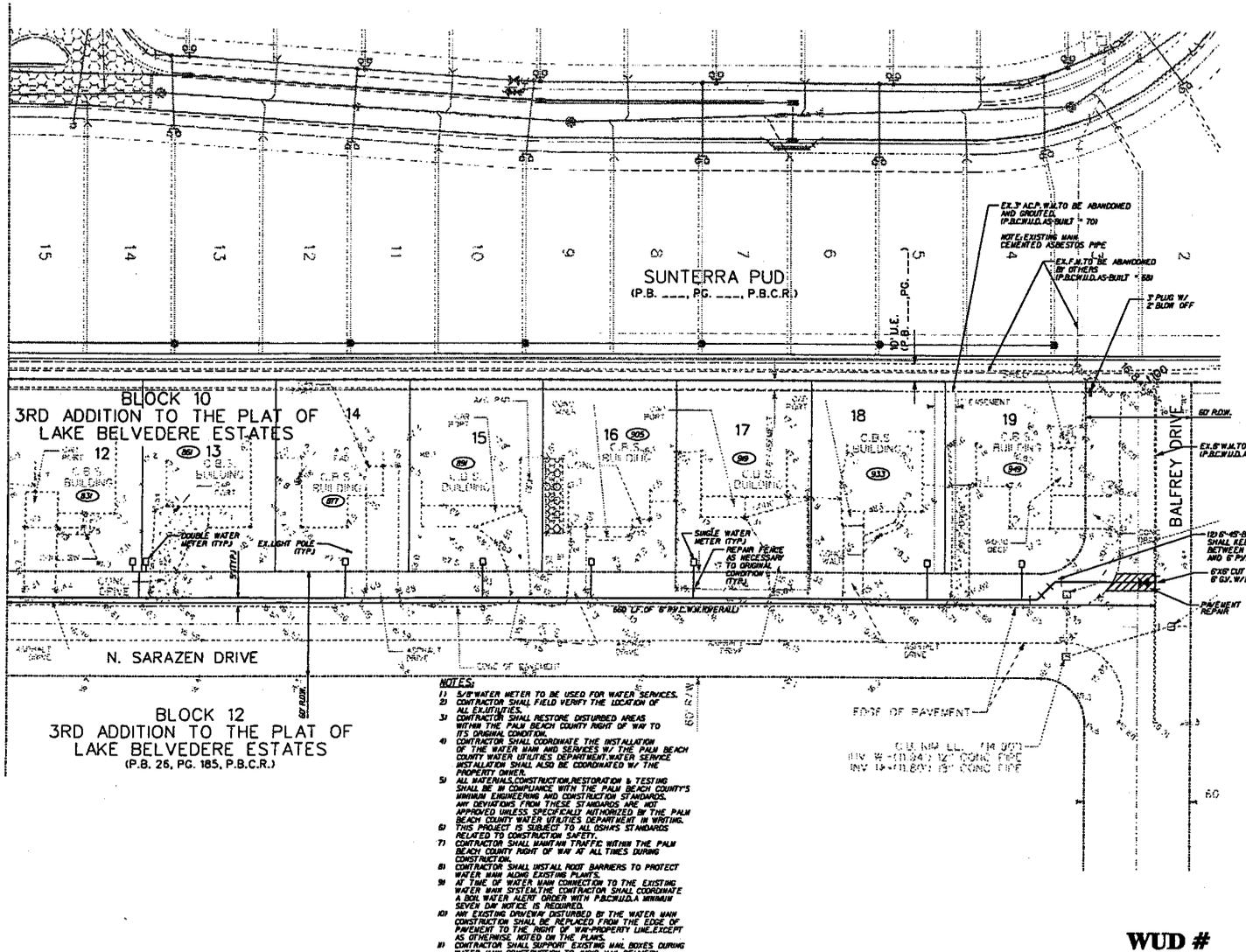
Designed by: BDH Date: 04/06 Approved by: JW H. NIEBER, P.E.
 Drawn by: BDH Date: 04/06
 Checked by: JMK Date: 04/06 Registered Engineer Number: 5495
 State of Florida

HSQ GROUP, INC.
 Consulting Engineers - Planners - Transportation
 14000 Military Trail, Suite 103
 Delray Beach, Florida 33484 (561) 637-0953
 Authorization number 26258

WUD #

**NORTH SARAZEN DRIVE
 WATER MAIN
 IMPROVEMENT PROJECT**

PROJECT NUMBER: 0501-02
 SHEET NUMBER: 2 of 6



- LEGEND**
- 60'-24" R.C.P. LENGTH - SIZE - MATERIAL
 - PAVEMENT FLOW LINE
 - PAVEMENT RIDGE LINE
 - PAVEMENT SLOPE & DIRECTION
 - FLOW DIRECTION
 - PROPOSED GRADE
 - EXISTING GRADE
 - F.F. - 1020 FINISHED FLOOR ELEVATION
 - SEWER / DRAINAGE MANHOLE
 - DRAINAGE INLET
 - CURB INLET
 - YARD DRAIN BASIN
 - Y DOUBLE SEWER SERVICE
 - Y SINGLE SEWER SERVICE
 - ⊕ FIRE HYDRANT
 - ⊕ TAPPING SLEEVE & VALVE
 - ⊕ DOUBLE WATER METER
 - ⊕ SINGLE WATER METER
 - ⊕ GATE VALVE
 - ⊕ EXISTING VALVE
 - ⊕ EXISTING FIRE HYDRANT
 - ⊕ BACTERIOLOGICAL SAMPLING POINT
 - R.C.P. REINFORCED CONCRETE PIPE
 - H.D.P.E. HIGH DENSITY POLYETHYLENE PIPE
 - C.A.P. CORRUGATED ALUMINUM PIPE
 - W.M. WATER MAIN
 - G.V. GATE VALVE
 - F.H. FIRE HYDRANT
 - R.E. RM ELEVATION
 - I.E. INVERT ELEVATION
 - E.P. EDGE OF PAVEMENT
 - P.A.B. POLLUTION RETARDANT Baffle
 - D.W.E. DESIGN WATER ELEVATION
 - ADDRESS

NOTES:

- 1) 3/4" WATER METER TO BE USED FOR WATER SERVICES.
- 2) CONTRACTOR SHALL FIELD VERIFY THE LOCATION OF ALL UTILITIES.
- 3) CONTRACTOR SHALL RESTORE DISTURBED AREAS WITHIN THE PALM BEACH COUNTY RIGHT OF WAY TO ITS ORIGINAL CONDITION.
- 4) CONTRACTOR SHALL COORDINATE THE INSTALLATION OF THE WATER MAIN AND SERVICES BY THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT. WATER SERVICE INSTALLATION SHALL ALSO BE COORDINATED BY THE PROPERTY OWNER.
- 5) ALL MATERIALS, CONSTRUCTION, RESTORATION & TESTING SHALL BE IN COMPLIANCE WITH THE PALM BEACH COUNTY'S MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS. ANY DEVIATIONS FROM THESE STANDARDS ARE NOT APPROVED UNLESS SPECIFICALLY AUTHORIZED BY THE PALM BEACH COUNTY WATER UTILITIES DEPARTMENT IN WRITING. THIS PROJECT IS SUBJECT TO ALL LOCAL STANDARDS RELATED TO CONSTRUCTION SAFETY.
- 6) CONTRACTOR SHALL MAINTAIN TRAFFIC WITHIN THE PALM BEACH COUNTY RIGHT OF WAY AT ALL TIMES DURING CONSTRUCTION.
- 7) CONTRACTOR SHALL INSTALL HOOD BARRIERS TO PROTECT WATER MAIN ALONG EXISTING PAVEMENT.
- 8) AT TIME OF WATER MAIN CONNECTION TO THE EXISTING WATER MAIN SYSTEM, THE CONTRACTOR SHALL COORDINATE A SOIL WATER ALERT ORDER WITH PALM BEACH COUNTY. SEVEN DAY NOTICE IS REQUIRED.
- 9) ANY EXISTING OPENING DISTURBED BY THE WATER MAIN CONSTRUCTION SHALL BE REPLACED FROM THE EDGE OF PAVEMENT TO THE RIGHT OF PROPERTY LINE, EXCEPT AS OTHERWISE NOTED ON THE PLANS.
- 10) CONTRACTOR SHALL SUPPORT EXISTING MANHOLES DURING WATER MAIN CONSTRUCTION TO AVOID ANY DELAY OR DISTURBANCE.

NO.	DATE	BY	REVISION

Designed by: BDK Date: 04/06
 Drawn by: BDK Date: 04/06
 Checked by: JJK Date: 04/06

Approved by: J.W. H. MEHEAL, P.E.
 Registered Engineer Number: 5495
 State of Florida

HSQ GROUP, INC.
 Consulting Engineers • Planners • Transportation
 1400 Military Trail, Suite 103
 Delray Beach, Florida 33484 (561) 637-0953
 Authorization number 20258

WUD #

**NORTH SARAZEN DRIVE
 WATER MAIN
 IMPROVEMENT PROJECT**

PROJECT NUMBER: **0501-02**
 SHEET NUMBER: **3 of 6**

Attachment 3

**SUMMARY OF COSTS
SARAZEN DR N & LEON DR
6" WM IMPROVEMENT**

NO.	BID ITEM (Furnish and Install with Appurtenances)	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	6" PVC Water Main/Reclaimed Water Main/Wastewater Force Main (36" to 60" Cover)	1075	L.F.	\$23.00	\$24,725.00
2	6" DIP Water Main/Reclaimed Water Main (36" to 60" Cover)	488	L.F.	\$24.00	\$11,712.00
3	Ductile Iron Fittings for Water Main/Reclaimed Water Main	0.55	Tons	\$5,600.00	\$3,080.00
4	6" Mega-Lug Joint Restraint for DIP	30	Each	\$35.00	\$1,050.00
5	6" Mega-Lug Joint Restraint for PVC	6	Each	\$35.00	\$210.00
6	6" Joint Restraint Gasket (Field Lock or Fast Grip)	4	Each	\$60.00	\$240.00
7	6" Gate Valve & Valve Box	4	Each	\$800.00	\$3,200.00
8	Fire Hydrant Assembly with Anchor Tee Assembly (42" burial)	2	Each	\$2,500.00	\$5,000.00
9	Fire Hydrant Assembly with /6" Gate Valve & 6" DIP (42" burial)	2	Each	\$2,800.00	\$5,600.00
10	Sample Points W/Double Strap Saddle & Corp. Stop	2	Each	\$250.00	\$500.00
11	Sample Points on Fire Hydrants	3	Each	\$250.00	\$750.00
12	Sample Points on 2" Blowoffs		Each	\$325.00	\$0.00
13	2" Blowoff Piping with Box	1	Each	\$850.00	\$850.00
14	Short Single Service (1-1/2" PVC)	17	Each	\$650.00	\$11,050.00
15	Short Double Service (1-1/2" PVC) (up to 10' long)	1	Each	\$800.00	\$800.00
16	Milling of Asphalt (Minimum 220 Sq. Yd. per mobilization)		Sq. Yd.	\$7.50	\$0.00
17	Asphalt Overlay, Type S-III (20 to 150 tons per work area)		Tons	\$100.00	\$0.00
18	Asphalt Roadway Removal and Restoration	83.333333	Sq. Yd.	\$29.00	\$2,416.67
19	Asphalt Driveway Removal and Restoration	133.33333	Sq. Yd.	\$23.00	\$3,066.67
20	Concrete Driveway Removal and Restoration	106.66667	Sq. Yd.	\$35.00	\$3,733.32
21	Floritam Sod	650	Sq. Yd.	\$3.50	\$2,275.00
22	Remove and Reinstall Trees up to 4" diameter or Palm Trees up to 12" diameter	2	Each	\$400.00	\$800.00
23	Record Drawing	1563	L.F.	\$0.50	\$781.50
24	Construction Survey	1563	L.F.	\$1.30	\$2,031.90
25	Preconstruction Video Taping	1563	L.F.	\$0.30	\$468.90
26	Mail Box Removal and Reinstallation	17	Each	\$35.00	\$595.00
27	Maintenance of Traffic Residential Street	1563	L.F.	\$0.60	\$937.80
28	Density Tests	4	Each	\$35.00	\$140.00
29	Proctor Tests	3	Each	\$85.00	\$255.00
30	4" to 12" Diameter Connection to Existing Water Main/Reclaimed Water Main or Force Main (Joint Restraint for existing pipe is not included)	3	Each	\$3,500.00	\$10,500.00
31	Indemnification (Payment on First Work Authorization)	1	Lump	\$20.00	\$20.00
32	Plumbing Work (piping to new meter)	19	Each	\$500.00	\$9,500.00
			TOTAL PRICE		\$106,288.76
	Contingency (10% of total price)	1	Lump		\$10,628.88
			TOTAL		\$116,917.64