

Seminole Improvement District

September 9, 2019

Agenda Package



Seminole Improvement District

Board of Supervisors

Scott Massey, President
Nelson Bennett, Vice President
Dennis Church, Secretary

Ken Cassel, District Manager
Terry E. Lewis, District Counsel

August 28, 2019

Board of Supervisors
Seminole Improvement District

Dear Board Members:

The regular meeting for the Seminole Improvement District Board of Supervisors will be held Monday, September 9, 2019 at 4:00 p.m. at the Westlake Council Chambers, 4005 Seminole Pratt Whitney Road, Westlake, Florida. Following is the agenda for the meeting:

1. Roll Call
2. Public Comment
3. Approval of the Minutes of the August 5, 2019 Meeting
4. Approval of the Financials for August 2019
5. Consideration of Seminole Pratt Whitney Road Phase II Improvement Funding Agreement
6. Consideration of Plats
 - A. Resolution 2019-37, Approving Persimmon Boulevard West Replat
 - B. Resolution 2019-38, Approving Pod H and Persimmon Boulevard West Replat
7. District Manager's Report
 - A. Acceptance of Financial Audit for Fiscal Year 2018
8. Engineer's Report
9. Attorney's Report
10. Supervisors' Request
11. Adjournment

Any additional support materials for the items listed above, not included in the agenda package, will be distributed at the meeting or under separate cover. I look forward to seeing you there; however, if you have any questions before that time, please contact me.

Sincerely,

Kenneth Cassel

Ken Cassel/sd
District Manager

cc: Terry Lewis
Robert Ter Doest
Brian Cale
John Carter
Robert Diffenderfer
Ryan Wheeler

Third Order of Business

**MINUTES OF MEETING
SEMINOLE IMPROVEMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Seminole Improvement District was held Monday, August 5, 2019 at 4:00 p.m. at the Westlake Community Center, located at 4005 Seminole Pratt Whitney Road, Westlake, Florida.

Present and constituting a quorum were:

Scott Massey	President
Nelson Bennett	Vice President
Dennis Church	Secretary

Also present were:

Kenneth Cassel	District Manager
Terry Lewis	District Counsel
Seth Behn	Lewis, Longman and Walker
Ryan D. Wheeler	District Engineer
John Carter	Minto PBLH, LLC

The following is a summary of the discussions and actions taken at the August 5, 2019 Seminole Improvement District's Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Cassel called the meeting to order and called the roll. A quorum was established.

SECOND ORDER OF BUSINESS

Public Comment

There being none, the next item followed.

THIRD ORDER OF BUSINESS

Approval of the Minutes of the July 8 and July 19, 2019 Meetings

Mr. Cassel stated each Board member received a copy of the Minutes of the July 8 and July 19, 2019 Meetings and requested any additions, corrections or deletions.

On MOTION by Mr. Church seconded by Mr. Bennett with all in favor the minutes of the July 8, 2019 meeting were approved.
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On MOTION by Mr. Massey seconded by Mr. Bennett with all in favor the minutes of the July 19, 2019 meeting were approved.

FOURTH ORDER OF BUSINESS

Approval of Financials for June 2019

Mr. Cassel presented the Financials for June 2019 for the Board’s review and approval.

On MOTION by Mr. Massey seconded by Mr. Church with all in favor the financials for June 2019 were approved.

FIFTH ORDER OF BUSINESS

Public Hearing to Adopt the Fiscal Year 2020 Budget

Mr. Cassel opened the public hearing. There were no questions or comments from the public.

On MOTION by Mr. Massey seconded by Mr. Church with all in favor the public hearing was closed.

A. Resolution 2019-30, Adopting the Budget for Fiscal Year 2020

The following was discussed:

- Mr. Church questioned why the line item for *Building Permits* under revenues decreased significantly.
- Mr. Cassel explained it is a projection based upon actuals versus what was adopted. It will likely be more than what is budgeted. There are some changes in the fees. Some of the fees being collected by the City, should be collected by the District for inspection purposes.
- *Capital Outlay – Roads* under expenditures was only \$353,058 during the current fiscal year. It is expected to be approximately \$2 Million in Fiscal Year 2020 due to the intersection to the south.

On MOTION by Mr. Bennett seconded by Mr. Church with all in favor Resolution 2019-30, adopting the budget for Fiscal Year 2020, was adopted.

B. Resolution 2019-31, Levying Non Ad Valorem Assessments

On MOTION by Mr. Massey seconded by Mr. Bennett with all in favor Resolution 2019-31, levying non ad valorem assessments for Fiscal Year 2020, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Plats

A. Resolution 2019-32, Approving Final Plat for Meadows of Westlake Phase II

Mr. Behn reviewed the final plat for Meadows of Westlake Phase II.

On MOTION by Mr. Church seconded by Mr. Massey with all in favor Resolution 2019-32, approving the final plat for Meadows of Westlake Phase II, was adopted

B. Resolution 2019-33, Approving Plat for Pod K

Mr. Behn reviewed the plat for Pod K.

On MOTION by Mr. Massey seconded by Mr. Bennett with all in favor Resolution 2019-33, approving the plat for Pod K, was adopted.

C. Resolution 2019-34, Approving Plat for Kingfisher Boulevard

Mr. Behn reviewed the plat for Kingfisher Boulevard.

On MOTION by Mr. Massey seconded by Mr. Church with all in favor Resolution 2019-34, approving the plat for Kingfisher Boulevard, was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Resolution 2019-35, Approving Drainage Easement from Minto PBLH, LLC to Provide Drainage for the Gas Station Plat

Mr. Behn reviewed Resolution 2019-35.

On MOTION by Mr. Bennett seconded by Mr. Massey with all in favor Resolution 2019-35, approving drainage easement from Minto PBLH, LLC to provide for the gas station plat, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2019-36, Approving Quit Claim Deed for Open Space Tract 3 and Town Center North to Convey Entrance to Minto PBLH, LLC

Mr. Behn reviewed Resolution 2019-36.

On MOTION by Mr. Massey seconded by Mr. Bennett with all in favor Resolution 2019-36, approving the quit claim deed for Open Space Tract 3 and Town Center North to convey entrance to Minto PBLH, LLC, was adopted.

NINTH ORDER OF BUSINESS

District Manager’s Report

A. Consideration of Meeting Schedule for Fiscal Year 2020

The Board reviewed the proposed meeting schedule.

On MOTION by Mr. Massey seconded by Mr. Bennett with all in favor the meeting schedule was approved as presented.

TENTH ORDER OF BUSINESS

Engineer’s Report

A. Monthly Status Report

There being no report, the next item followed.

ELEVENTH ORDER OF BUSINESS

Attorney’s Report

Mr. Lewis provided an update on pending litigation with the City of West Palm Beach.

TWELFTH ORDER OF BUSINESS

Supervisors’ Requests

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. Massey seconded by Mr. Church with all in favor the meeting was adjourned.

Kenneth Cassel
Secretary

Scott Massey
Chairman

Fourth Order of Business

Fifth Order of Business

Seminole Pratt Whitney Road Phase II Improvement Funding Agreement

This Seminole Pratt Whitney Road Phase II Improvement Funding Agreement (hereinafter the “Agreement”) is entered into this _____ day of _____, 2019, by and between the Seminole Improvement District (hereinafter, the “District”), an independent special district created by Special Act of the Legislature of the State of Florida, whose address is 4001 Seminole Pratt Whitney Road, Westlake, Florida 33470, and Minto PBLH, LLC, a Florida Limited Liability Company (hereinafter, “Minto”), whose address is 4400 West Sample Road, Suite 200, Coconut Creek, Florida 33073.

WHEREAS, the District desires to construct the expansion of Seminole Pratt Whitney Road Phase II, within the District’s boundaries to a four lane divided roadway consistent with the permit issued by Palm Beach County (hereinafter, the “Permit”), a copy of which is attached hereto as Exhibit “A,” as the same may be modified from time to time (hereinafter, the “Project”); and

WHEREAS, the District previously entered into a contract with J.W. Cheatham, LLC for the Project (Construction Contract); and

WHEREAS, J.W. Cheatham, LLC has provided a proposal for the Phase II construction, which is being advanced as a change order to the existing contract (Construction Contract), a copy of which is attached as Exhibit B; and

WHEREAS, Minto understands that the amount payable under the Construction Contract may change or increase over time as a result of change orders, as contemplated in the Construction Contract and Minto commits to supply the funding required for any change orders entered into pursuant to the Construction Contract; and

WHEREAS, Minto owns the majority of the land within the District and will benefit from the construction of the Project; and

WHEREAS, Minto hereby commits to provide funding to the District pursuant to the terms of this Agreement, to timely satisfy the District’s payment obligations for Phase II under the Construction Contract and to ensure timely completion of the Project, and

WHEREAS, the District Engineer has verified a contract value for the construction of the Phase II Project in the amount of \$2,460,924.00 (hereinafter, the “Contract Value”) as reflected in the Construction Contract.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties hereinafter recited, the receipt and sufficiency of which is hereby acknowledged, the District and Minto agree as follows:

1. Incorporation of Recitals. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.

2. Construction Completion of the Project. The District shall be responsible to commence and complete the design, permitting and construction of the Project consistent with the Permit and the Construction Contract. The Project shall be deemed complete upon written acceptance of the Project by Palm Beach County (hereinafter, the “Completion Date”).

3. Payments

- 3.1 Minto shall provide funds to the District pursuant to the procedure provided below in an amount sufficient to timely discharge the District's obligations under the Construction Contract and to complete the Project. Minto agrees to provide funding for all costs associated with the permitting, design and construction of the Project as enumerated in the Construction Contract.
 - 3.1.1 Within 5 days of the Effective Date of this Agreement, Minto shall provide \$50,000 to the District as advance funding for costs related to the Project ("hereinafter, the "Advance Fund"). Minto shall ensure that the Advance Fund maintains a balance of \$50,000 throughout the Completion Date. Monies remaining in the Advance Fund after the Completion Date shall be applied towards outstanding Certified Requisitions as defined below, or returned to Minto with 30 days of the Completion Date.
 - 3.1.2 Thereafter, as the District Engineer receives Applications for Payment in accordance with Article 6.01 of the Construction Contract the District Engineer shall provide copies of the Applications for Payment to Minto within five (5) business days.
 - 3.1.3 Thereafter, no more than once per month, the District Engineer shall review and certify any requisition submitted by the Contractor to the District for costs related to the permitting, design or construction of the Project (hereinafter "Certified Requisition") pursuant to Article 6.01 of the Construction Contract and shall forward same within five (5) business days to Minto for payment.
 - 3.1.4 Within ten (10) business days of receipt of Certified Requisitions from the District Engineer, Minto shall transfer funds to the District sufficient to pay all outstanding Certified Requisitions. Minto shall not be required to provide funding to the District more than once per month.
- 3.2 Minto's obligation to pay pursuant to this Agreement is limited to an amount equal to the Contract Value, unless otherwise agreed to in writing by the Parties.
- 3.3 Minto's obligations to pay shall terminate on the later of the Completion Date or the date upon which all outstanding Certified Requisitions have been satisfied for the Project.
- 3.4 Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Minto of its funding obligations is expressly subject to and conditioned upon the scope, configuration, size and/or composition of the Project not materially changing without the express written consent of Minto. Such consent is not necessary and Minto must meet its obligations under this Agreement when

the scope, configuration, size and/or composition of the Project is materially changed in response to a requirement imposed by a regulatory agency other than the District.

4. Impact Fee Credit - The District shall take all necessary steps that may be required to ensure that Minto receives Impact Fee Credit from Palm Beach County in an amount equal to the amount paid by Minto for permitting, design, and construction of the Project pursuant to this Agreement.

5. Alternate Financing - The District and Minto agree and acknowledge that the District may, at its sole and exclusive discretion, seek alternative financing for the Project. To the extent that the proceeds of any such alternative financing is received in excess of the then-remaining unpaid Contract Value, Minto may seek reimbursement for funding previously provided pursuant to this Agreement.

6. Default.

6.1 A default by either party under the Agreement shall entitle the other party to all remedies available at law or in equity.

6.2 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

7. Notices. All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

For the District: District Manager
with copy to District Attorney
Seminole Improvement District
4001 Seminole Pratt Whitney Road
Loxahatchee, FL 33470

For Minto PBLH LLC: John Carter
Minto PBLH, LLC
4400 West Sample Road
Suite 200
Coconut Creek, FL 33073

with Copy to:

Tara W. Duhy, Esq.
Lewis, Longman & Walker, P.A.
515 N. Flagler Drive
Suite 1500
West Palm Beach, FL 33401

8. Indemnification. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the District shall indemnify, defend and hold harmless Minto against any actions, claims or damages arising out of the District's negligence in connection with this Agreement, and Minto shall indemnify, defend and hold harmless the District against any actions, claims, or damages arising out of Minto's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligent, willful or intentional acts or omissions. The provisions of this indemnification clause shall survive termination of this Agreement.

9. Miscellaneous Provisions.
 - 9.1 Effective Date. The Effective Date of this Agreement shall be the date the last Party hereto executes the Agreement.

 - 9.2 Successors and Assigns. This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

 - 9.3 Entire Agreement. This instrument and its Exhibits constitute the sole and entire agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement, are of no force or effect. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties herein.

 - 9.4 Counterparts and Transmission. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder

9.5 Severability. In the event any provision of this Agreement is deemed invalid, against public policy, void, or otherwise unenforceable by a court of law, such provision shall be deemed severed from the remainder of this Agreement and the remaining provisions of this Agreement shall nonetheless remain in full force and effect.

9.6 Governing Law, Jurisdiction and Venue. This Agreement shall be construed and enforced according to the laws of the State of Florida. The Parties hereto submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of, or relating to, this Agreement. Venue for any action arising out of this agreement shall be in Palm Beach County, Florida.

9.7 Headings. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

Seminole Improvement District

By: _____

Approved as to Form & Sufficiency

District Attorney

Minto PBLH, LLC

By: _____
John Carter, Vice President

Witnesses:

By: _____
Print Name:

By: _____
Print Name:

**PALM BEACH COUNTY LAND DEVELOPMENT DIVISION
RIGHT-OF-WAY CONSTRUCTION PERMIT**

PROJECT NAME: SPW Rd - Sycamore Dr. to Seminole Ridge H
PERMIT NUMBER: RW49460-0719
PERMITEE NAME: Seminole Improvement District

- 1 . Improvements approved with this permit may be subject to removal due to Roadway Production's pending projects in the 5 year Road program.
- 2 . AFTER THE PERMIT CONDITIONS HAVE BEEN ACCEPTED BY THE PERMITEE/DULY AUTHORIZED AGENT, HE/SHE SHALL CONTACT MS. GRACIELA MCAUSLAND FOR PROJECTS NORTH OF STATE ROAD 80 AND SEAN REILLY NFOR PROJECTS SOUTH OF STATE ROAD 80 AT THE PBC TRAFFIC DIVISION (561) 684-4030.THEY WILL DETERMINE IF MAINTENANCE OF TRAFFIC PLAN (FOR VEHICLES AND/OR PEDESTRIANS) IS REQUIRED. IF REQUIRED, THE PLAN SHALL BE SUBMITTED VIA EPERMITTING UNDER THE MAINTENANCE OF TRAFFIC APPLICATION. A MINIMUM OF 2 WEEKS PRIOR TO START OF CONSTRUCTION. THE PERMITEE/DULY AUTHORIZED AGENT SHALL BE RESPONSIBLE TO HAVE THE PLAN APPROVED PRIOR TO CONSTRUCTION.

WHEN THE PLAN HAS BEEN APPROVED, OR DETERMINED NOT TO BE REQUIRED, THE PERMIT CONTACT SHALL CONTACT CONSTRUCTION COORDINATION DIVISION AT (561) 684-4180, 48 HOURS BEFORE COMMENCEMENT OF WORK FOR A START DATE. (SEE CONDITION NUMBER 1 ON THE BACK OF THIS PERMIT)

- 3 . The Permittee is required to coordinate with the property's applicable Drainage District for all work proposed or drainage discharge into that District's rights of way or easements.
- 4 . The Permittee or duly Authorized Agent for the Permittee shall be responsible for notifying the Westlake Municipal Administrator or Clerk 48 hours prior to commencement of work approved under this permit.
- 5 . The Permittee shall provide evidence of insurance to the Construction Coordination Division prior to receiving a construction start date, as required by Ordinance No. 2008-006, and as may be amended.

The Certificate Holder shall be:

Palm Beach County Land Development
C/O Land Development Division
2300 N. Jog Road
West Palm Beach, FL 33411

Under: DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Acord 101, additional Remarks Schedule):
The following must be added as Additional Insured for General Liability insurance:
Palm Beach County Board of County Commissioners, Its Employees, Agents and Contractors.

The limits of coverage of insurance required shall be not less than the following:

(a) Worker's Compensation and Employer's Liability Insurance

Worker's Compensation-Florida Statutory Requirements

Employer's Liability - \$100,000 each accident

- \$500,000 disease--policy limit

- \$100,000 disease--each employee

(b) Comprehensive General Liability

Bodily injury and property damage-

\$1,000,000 each occurrence

\$3,000,000 general aggregate

(c) Automobile Liability

Bodily injury and property damage-

\$1,000,000 combined single limit each accident

- 6 . Prior to scheduling a final field review with Construction Coordination, the permittee shall submit to the Land Development Division a signed and sealed certification of completion from the Engineer-of-Record for the above work, referencing the permit number and indicating the work was completed in substantial accordance with the approved plans.

- 7 . WORK SHALL NOT COMMENCE UNTIL THE PERMITTEE HAS REQUESTED AND RECEIVED APPROVAL FOR A START DATE FROM THE CONSTRUCTION COORDINATION DIVISION AT 561-684-4180.
FAILURE TO BEGIN CONSTRUCTION ON THE START DATE WITHOUT 24 HOUR NOTIFICATION WILL RESULT IN A CANCELED PERMIT.
IF WORK COMMENCES WITHOUT AN APPROVED START DATE OR ON AN ALTERNATIVE DATE WITHOUT PROPER NOTICE, THIS PERMIT SHALL BE CANCELED.
- 8 . All utility structures installed below grade, of any type, in the Palm Beach County right- of- way are required to have traffic bearing tops. This includes all valve boxes, meter boxes, hand holes, splice boxes, storm grates, manhole tops, traffic boxes etc. This requirement applies to structures within the sidewalks, grassed areas and/or pavement.

All pull boxes, hand holes, etc., in Palm Beach County Right-of-Way are to be a minimum of Tier 15, (15K design load/ 22.5K Test load) traffic bearing in locations that are subject to occasional traffic.. Pull boxes, hand holes, etc., in the roadway (deliberate vehicular traffic applications) are to be a minimum of AASHTO H 20.
- 9 . Permittee shall coordinate the proposed installation with the existing utilities in the permitted work area.
10. The Permittee is responsible to contact Palm Beach County Department of Environmental Resources Management (561) 233-2400 to obtain any approvals that office may require due to the work proposed by this permit.
11. Overhead school flasher shall have 2 beacons per PBC Typical.
12. The permittee shall provide an acceptable deed to Palm Beach County ROW Section prior to August 30, 2019. If the deed has not been deemed acceptable by this date, the permittee agrees to immediately cease construction until the deed has been accepted for recordation by Palm Beach County staff. Should work not cease immediately, the permittee shall be responsible for a fee of \$1,000 per day or as otherwise determined by the County Engineer.

CONDITIONS FOR RIGHT-OF-WAY CONSTRUCTION

1. The Construction Coordination Division shall be contacted 48 hours before commencement of work to establish the start date and establish a timeline when field review(s) of the work are required. Construction shall be done Monday through Friday. Weekend work shall be approved by Construction Coordination 48 hours before Saturday. Plans bearing the approval stamp of the County Engineer and the approved permit shall be at the work site. Work may proceed beyond the permit expiration date if a start date was established and work started prior to the permit expiration date. When work is complete and the engineer's certification of completion has been submitted to the Land Development Division, the permittee/representative/engineer (as applicable) shall schedule a final review with Construction Coordination Division. If a permitted project has been completed but does not require an engineer's certification, the permittee/representative (as applicable) shall submit a letter to the Land Development Division indicating the work is complete and ready for final field review. Land Development will notify the permittee/representative to schedule final field reviews with Construction Coordination.
2. The permittee understands and agrees that the rights and privileges herein set out are granted only to the extent of the County's right, title and interest in the land to be entered upon and used by the permittee. THE PERMITTEE WILL AT ALL TIMES ASSUME ALL RISK AND FURTHER WILL INDEMNIFY, DEFEND, AND SAVE HARMLESS PALM BEACH COUNTY FROM AND AGAINST ALL LOSS, DAMAGE, COST OR EXPENSE ARISING IN ANY MANNER (INCLUDING ALL LITIGATION COSTS AND ATTORNEY FEES), ON ACCOUNT OF THE EXERCISE OR ATTEMPTED EXERCISE BY SAID PERMITTEE OF THE AFORESAID RIGHTS AND PRIVILEGES REGARDLESS OF THE APPORTIONMENT OF NEGLIGENCE OF THE PARTIES INVOLVED. THE PERMIT HOLDER, THEREFORE, AGREES TO INDEMNIFY THE COUNTY FOR THE COUNTY'S OWN NEGLIGENCE. It is specifically understood that the limits of this indemnification are the COUNTY'S statutory liability limits under Section 768.28, Florida Statute, or any successor legislation in effect at the issuance of said permit. The existing statutory limits under 768.28, Florida Statute are hereby recognized as the Statute ("Construction Contracts") should that statute be deemed to apply.
- 2a. The following condition is applicable when the permittee is a governmental agency: That Agency shall indemnify, defend and hold County harmless against any actions, claims or damages arising out of Agency's negligence and Agency's exercise of the rights granted by this Agreement to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an agreement by Agency to indemnify County of County's negligence.
3. Permittee assumes full responsibility to maintain all areas under construction safe for the public and to properly route and direct traffic through the construction area. All traffic control operations shall be done in accordance with the current *Manual on Uniform Traffic Control Devices* (Part VI). Supplements to this manual are the Florida Department of Transportation's Roadway and Traffic Design Standards (Index 600) and Standard Specifications for Road and Bridge Construction (latest edition). No obstruction of the travel lanes between 7 a.m. to 9 a.m. and 3 p.m. to 6 p.m. Monday thru Friday, unless approved by the Palm Beach County Traffic Engineering Division. No time restrictions for local and subdivision roads, or for construction done Saturday or Sunday.
4. Florida Statute 336.048 - Temporary closing traveling lane of road: Whenever any road on the county road or city street system is repaired, reconstructed, or otherwise altered in a manner that necessitates the closing of one or more traveling lanes of the road for a period of time exceeding 2 hours, the party performing such work shall give notice to the appropriate local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the project. However, when the closing of one or more lanes is required because of emergency conditions, such notice shall be waived.
5. Permittee hereby acknowledges the COUNTY'S right to inspect the area governed by this permit at any time prior to final acceptance by the COUNTY to assure compliance with all plans and specifications. All reviews, however, shall be performed at the COUNTY'S discretion and are strictly to assure compliance with project plans and specifications. PERMITTEE HEREBY ACKNOWLEDGES THAT THE COUNTY VIA SAID REVIEWS IS NOT THE EMPLOYER, SUPERVISOR, PRINCIPAL OR AGENT OF PERMITTEE. Permittee is at all times an independent contractor with full responsibility for all obligations and responsibilities imposed under this permit and imposed by law.
6. If a County maintained Thoroughfare Plan Road is open cut, the procedures in Land Development Division PPM EL-O-3605, including Form 3605.1 (Open Cut Restoration for Thoroughfare Plan Roads) shall be adhered to. If a Non-Thoroughfare Plan Road is open cut, Land Development Division PPM EL-O-3606, including Form 3606.1 (Open Cut Restoration for Non-Thoroughfare Plan Roads) shall be adhered to.
- 6a. If an asphalt driveway is cut and patched, the entire driveway shall be overlaid with a minimum one inch of asphalt, or entirely replaced. If a concrete driveway is cut, it shall be entirely replaced. Replacement area is from the intersecting road to the property line.
7. All areas in the right-of-way shall be left in a condition equal to or better than existed prior to construction. Shoulders disturbed within 8 feet of the edge of pavement shall be stabilized a minimum 50 PSI Florida Bearing Value, 6 inches in depth. Existing drainage shall not be impeded. Sidewalk areas disturbed during construction shall be maintained until repaved. Prior to or concurrent with final review, the permittee shall submit to the Construction Coordination Division copies of density reports done by an independent testing laboratory. If the construction should fail within one year from the date of final review by the Construction Coordination Division, the permittee is responsible for restoration.
8. The permittee certifies notification has or will be given at least 48 hours (excluding Saturday, Sundays and legal holidays) prior to

starting excavation, to anyone having the right to bury gas pipe line within the public or private street, alley, right-of-way or gas utility easement for purposes of obtaining information concerning the possible location of gas pipe lines in the area of proposed excavation.

9. The permitted work shall be coordinated with any Utility or Cable TV facilities in the area of construction.
10. The permittee/developer shall provide and install pavement markings (thermoplastic, unless approved otherwise by the Palm Beach County Traffic Engineer), and reflective pavement markers in accordance with Palm Beach County Traffic Division's latest Typical for Pavement Markings, Signing and Geometrics.
11. If traffic signalization equipment is in the area of construction, notify Palm Beach County Traffic Operations at (561)233-3900. Do not disturb any material within six feet of a traffic signal pole or a guy wire and anchor. If damage to the equipment occurs during construction, it shall be repaired by Traffic Operations at the permittee's expense.
12. When traffic attracted and/or generated by the property served by the turnouts permitted requires left or right turn lanes or other such additional pavements and/or traffic control devices related to such traffic, it will be the responsibility of the owners to provide same. Construction shall be in accordance with Palm Beach County Standards.
13. In the event of widening, repair, or reconstruction of the subject road(s), the Permittee, any successors, legal heirs or assigns, shall upon request and within 30 days after notice by the Office of the County Engineer, remove or relocate the item(s) permitted within the right-of-way of the subject road(s) at no expense to Palm Beach County.
14. If previously approved construction is underway in the same location as indicated on this permit, the permittee shall obtain permission to work from the contractor doing the underway construction. If not granted, the construction under this permit shall not be done until the underway construction is finalized by the Palm Beach County Construction Coordination Division.

**J. W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

July 24, 2019

Seminole Improvement District
4001 Seminole Pratt Whitney Road
Loxahatchee, FL 33470

Attn: Ken Cassel, District Manager

Ref: Seminole Pratt Whitney Road – North of Sycamore Drive to Seminole Ridge High School

Dear Mr. Cassel:

As per your request I submit the following revised proposal for the above referenced project.

Mobilization	1 LS	@	\$172,170.00 /LS	\$172,170.00
Construction Survey and Record Drawings	1 LS	@	\$49,000.00 /LS	\$49,000.00
Maintenance of Traffic	1 LS	@	\$116,337.00 /LS	\$116,337.00
NPDES	1 LS	@	\$22,000.00 /LS	\$22,000.00
Roadway Demolition	1 LS	@	\$124,635.00 /LS	\$124,635.00
Permanent Roadway Patches	1 LS	@	\$85,370.00 /LS	\$85,370.00
Berm Modifications	3 EA	@	\$2,600.00 /EA	\$7,800.00
Excavation, Grading and Compacted Subgrade	1 LS	@	\$133,900.00 /LS	\$133,900.00
13.5" FDOT Baserock	8,340 SY	@	\$23.35 /SY	\$194,739.00
1.5" SP-12.5 Asphalt	8,340 SY	@	\$8.90 /SY	\$74,226.00
1" FC-9.5 Asphalt	17,600 SY	@	\$8.55 /SY	\$150,480.00
1" Milling	9,275 SY	@	\$2.30 /SY	\$21,332.50
Type F Curb	5,605 LF	@	\$13.00 /LF	\$72,865.00
6" Concrete Sidewalk	500 SY	@	\$40.00 /SY	\$20,000.00
ADA Stamp	12 EA	@	\$150.00 /EA	\$1,800.00
10' Asphalt Path	900 SY	@	\$17.65 /SY	\$15,885.00
Permanent Striping	1 LS	@	\$13,625.00 /LS	\$13,625.00
Signage	1 LS	@	\$7,636.00 /LS	\$7,636.00
Interconnection (See Attached)	1 LS	@	\$627,386.00 /LS	\$627,386.00
Conduits (See Attached)	1 LS	@	\$99,707.00 /LS	\$99,707.00
Drainage (See Attached)	1 LS	@	\$354,542.50 /LS	\$354,542.50
Water (See Attached)	1 LS	@	\$6,380.00 /LS	\$6,380.00
Signalization (See Attached)	1 LS	@	\$89,108.00 /LS	\$89,108.00
			Total	\$2,460,924.00

**J. W.
CHEATHAM
LLC**

**Road Building &
Earthmoving Contractors**

Qualifications to this proposal are as follows:

1. Engineering and cost of inspections are not included.
2. Permits and Testing (except failures) are not included.
3. Landscape and irrigation removal and restoration are not included.
4. Turnout extension is not included for Interconnect Station.
5. Excavation and removal of unsuitable subsurface material below 6" of existing grades is not included.
6. Earthwork is based upon on-site cuts. No off-site fill is figured.
7. Excess fill to be stockpiled on-site.
8. All force main plug valves are based on gate valves per engineer's memo 12/9/16.
9. Connection to 6" Reuse Water Main is based on existing main being shut down.
10. Telemetry and Electrical are not included.
11. The force main and gate valve inside the assembly fence compound are listed as separate bid items and are not included in the Interconnection Assembly Item.
12. Bid price is based on permanent lane closures.
13. Relocation of PBCo ITS conduit is included.
14. This proposal is based on plans entitled "SID Utility Main Interconnection Improvements" Dated 11/5/15 with revision #4 dated 9/19/18, by Farner-Barley Engineers and "Seminole Pratt Whitney Road from North of Sycamore Drive to Seminole Ridge High School Project No. 2018606, Dated 07/03/19 by Farner-Barley Engineers and Signing and Pavement Marking Plans Entitled Waters Edge Drive at Seminole Pratt Whitney Road, PBC Intersection #27672, Pages T-1 thru T-8, Dated 6/19/2019.
15. Bid price is good for 30 days.
16. Bid price is based on a 210 day construction schedule.

Thank you for the opportunity to submit this proposal and please contact me should you have any questions.

Sincerely,
J.W. Cheatham, LLC

Tom Uhrig
Tom Uhrig
President

INTERCONNECTION

Water

12" PVC Water Main	20 LF	@	\$90.00 /LF	\$1,800.00
16" PVC Water Main	145 LF	@	\$113.00 /LF	\$16,385.00
16" DIP Water Main	140 LF	@	\$119.00 /LF	\$16,660.00
12" Gate Valve and Box	1 EA	@	\$2,626.00 /EA	\$2,626.00
16" Butterfly Valve	3 EA	@	\$2,750.00 /EA	\$8,250.00
Connect to existing PWM	1 EA	@	\$6,565.00 /EA	\$6,565.00
16" x 16" MJ DI Tee	1 EA	@	\$2,195.00 /EA	\$2,195.00
16" x 6" MJ DI Tee	1 EA	@	\$1,540.00 /EA	\$1,540.00
12" x 12" MJ DI Tee	1 EA	@	\$1,430.00 /EA	\$1,430.00
12" MJ DI Cap	1 EA	@	\$555.00 /EA	\$555.00
16" MJ DI Cap	1 EA	@	\$758.00 /EA	\$758.00
16" MJ DI 90 Bend	1 EA	@	\$1,760.00 /EA	\$1,760.00
16" x 12" Reducer	2 EA	@	\$1,212.00 /EA	\$2,424.00
Air Release Valve and Box Water Main	2 EA	@	\$9,800.00 /EA	\$19,600.00
2" Blow Off Assembly	1 EA	@	\$1,515.00 /EA	\$1,515.00
Fire Hydrant Assembly	1 EA	@	\$5,555.00 /EA	\$5,555.00
30" x 16" Tap Slv, Vlv and Box	1 EA	@	\$25,300.00 /EA	\$25,300.00
Sample Points	3 EA	@	\$400.00 /EA	\$1,200.00
Directional Drill 16" Water Main	274 EA	@	\$319.00 /EA	<u>\$87,406.00</u>

Subtotal \$203,524.00

Reclaimed Main

Demo RWM, Valves and Fittings	1 LS	@	\$5,616.00 /LS	\$5,616.00
6" PVC Reuse Water Main	20 LF	@	\$45.50 /LF	\$910.00
12" PVC Reuse Water Main	320 LF	@	\$91.00 /LF	\$29,120.00
12" Gate Valve and Box	2 EA	@	\$2,626.00 /EA	\$5,252.00
12" x 6" MJ DI Reducer	1 EA	@	\$1,212.00 /EA	\$1,212.00
12" x 12" MJ DI Tee	1 EA	@	\$1,430.00 /EA	\$1,430.00
12" MJ DI Cap	1 EA	@	\$550.00 /EA	\$550.00
12" MJ DI 90 Bend	4 EA	@	\$1,320.00 /EA	\$5,280.00
Connect to Existing Main	2 EA	@	\$6,500.00 /EA	<u>\$13,000.00</u>

Subtotal \$62,370.00

Force Main

6" PVC Force Main	20 LF	@	\$45.00 /LF	\$900.00
6" DIP Force Main	40 LF	@	\$93.00 /LF	\$3,720.00
12" PVC Force Main	240 LF	@	\$56.00 /LF	\$13,440.00
12" DIP Force Main	20 LF	@	\$143.00 /LF	\$2,860.00
6" Gate Valve and Box	2 EA	@	\$1,450.00 /EA	\$2,900.00
12" Gate Valve and Box	3 EA	@	\$4,150.00 /EA	\$12,450.00
20" x 12" Tap Slv, Vlv and Box	1 EA	@	\$85,320.00 /EA	\$85,320.00
12" x 12" MJ DI Tee	1 EA	@	\$1,520.00 /EA	\$1,520.00
12" x 6" MJ DI Reducer	1 EA	@	\$1,100.00 /EA	\$1,100.00
6" MJ DI Cap	1 EA	@	\$510.00 /EA	\$510.00
12" MJ DI Cap	1 EA	@	\$710.00 /EA	\$710.00
12" MJ DI 90 Bend	1 EA	@	\$1,540.00 /EA	\$1,540.00
12" MJ DI 45 Bend	6 EA	@	\$1,210.00 /EA	\$7,260.00
Air Release Valve and Box Force Main	3 EA	@	\$12,850.00 /EA	\$38,550.00
Directional Drill 6" Force Main	274 LF	@	\$143.00 /LF	<u>\$39,182.00</u>

Subtotal \$211,962.00

Interconnection Assembly

Interconnection Assembly - Pod "1"	1 EA	@	\$143,440.00 /EA	\$143,440.00
6" Concrete Driveway	87 SY	@	\$70.00 /SY	<u>\$6,090.00</u>

Subtotal \$149,530.00

Total Interconnection \$627,386.00

CONDUITS

Directional Drill 6" Relclaimed Conduit	637 LF	@	\$143.00 /LF	\$91,091.00
6" Conduit Sleeve	359 LF	@	\$18.00 /LF	\$6,462.00
Excavate and Backfill Sleeve	359 LF	@	\$6.00 /LF	<u>\$2,154.00</u>
			Total Conduits	\$99,707.00

DRAINAGE

Connect to Existing Drainage Structure	8 EA	@	\$3,780.00 /EA	\$30,240.00
Adjust Manhole Ring and Cover	2 EA	@	\$1,950.00 /EA	\$3,900.00
18" RCP Class 3	785 LF	@	\$99.50 /LF	\$78,107.50
30" RCP Class 3	699 LF	@	\$133.00 /LF	\$92,967.00
14" x 23" Ellip. RCP Class 3	112 LF	@	\$112.50 /LF	\$12,600.00
Type J7 Manhole	2 EA	@	\$8,580.00 /EA	\$17,160.00
Type P-5 Inlet 42"-48" Bottom	3 EA	@	\$6,480.00 /EA	\$19,440.00
Type P-6 Inlet 42"-48" Bottom	12 EA	@	\$7,344.00 /EA	\$88,128.00
Type J7 Manhole Top w/R&C	4 EA	@	\$3,000.00 /EA	<u>\$12,000.00</u>
			Total Drainage	\$354,542.50

WATER

6" DIP Water Main
Water Main Fittings

51 LF	@	\$80.00 /LF	\$4,080.00
1 LS	@	\$2,300.00 /LS	<u>\$2,300.00</u>
Total Water			\$6,380.00

SIGNALIZATION

<u>ITS</u>				
PBC - Traffic ITS Small Pull Box 17x30x24	3 EA	@	\$950.00 /EA	\$2,850.00
PBC - Traffic ITS Large Pull Box	2 EA	@	\$2,020.00 /EA	\$4,040.00
PBC - Traffic ITS 2" PVC Conduit	3,406 LF	@	\$6.50 /LF	\$22,139.00

Subtotal **\$29,029.00**

SIGNALIZATION

Conduit, Furnish & Install, Open Trench	6 LF	@	\$9.50 /LF	\$57.00
Pull & Splice Box, F&I, 17"x30"x12" Cover Size	1 EA	@	\$842.00 /EA	\$842.00
Steel Mast Arm, F&I, Single 50'	1 EA	@	\$49,900.00 /EA	\$49,900.00
Single Post Sign, Remove (School Flasher)	2 AS	@	\$240.00 /AS	\$480.00
Sign Beacon, F&I Overhead Mount, 2 Beacon, Solar	1 AS	@	\$5,800.00 /AS	\$5,800.00
Sign Panel, Furnish & Install Overhead Mount, 12-2	1 EA	@	\$1,000.00 /EA	\$1,000.00
Sign Panel, F&I, Overhead Mount, 31-50SF	1 EA	@	\$2,000.00 /EA	\$2,000.00

Subtotal **\$60,079.00**

Total Signalization **\$89,108.00**

Sixth Order of Business

6A.

Placeholder for Resolution 2019-37

6B.

Placeholder for Resolution 2019-38

Seventh Order of Business

7A