



**AGENDA
VILLAGE COUNCIL MEETING
VILLAGE HALL COUNCIL CHAMBERS
226 CYPRESS LANE
AUGUST 10, 2017
6:30 PM**

COUNCIL

- ☐ Mayor Bev Smith
- ☐ Vice Mayor Patti Waller
- ☐ Mayor Pro Tem Liz Shields
- ☐ Council Member Joni Brinkman
- ☐ Council Member Dawn Marie Cox

ADMINISTRATION

- ☐ Village Manager Richard Reade
- ☐ Village Attorney Glen Torcivia
- ☐ Village Clerk Kimberly Wynn

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Motion	Second	Vote
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CONSENT AGENDA

(Public Comment on Consent Agenda Items is permissible prior to voting)

1. Approve Council Meeting minutes - July 13, 2017
Staff: Kimberly Wynn, Village Clerk
2. Approval of Insurance Renewal - Property, Casualty, Liability, Special Coverage and Workers Compensation - Florida League of Cities (FMIT)
Staff: Richard Reade, Village Manager
3. Approve Proposal for Roadway Asphalt Milling & Resurfacing - FY 2017 Repaving - Piggyback - Public Service Department (FY 2017 Budget Funded)
Staff: David Harden, Public Service Director
4. Approve Change Order #1 - Agreement for Utility Storage Building Construction - One Call Property Services, Inc.
Staff: David Harden, Public Service Director

5. Approve Contract Award - Furnishing Four (4) Dust Collectors - Main Water Treatment Plan & Pratt Water Treatment Plan (FY 2017 Budget Funded)
Staff: David Harden, Public Service Director
6. Approve Contract Award - SCADA System Improvements - 11 Lift Stations & Monitoring System (RFP # 2017R-004) - Public Service Department
Staff: David Harden, Public Service Director

End of Consent Agenda....

Motion	Second	Vote
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PRESENTATIONS

PUBLIC COMMENT (Three minute limit)

PUBLIC HEARINGS

7. **This item will be continued to the September 14, 2017 Regular Council Meeting**

Ordinance No. 2017- 11 - (FIRST READING) Village Code Amendments - Chapter 34 - Sign Regulations

Staff: Kim Glas-Castro, Land Development Director

8. Resolution No. 2017-21 - Preliminary Plat - Wawa - 4468 10th Avenue North

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING THE PRELIMINARY PLAT LOCATED AT THE SOUTHEAST CORNER OF MILITARY TRAIL AND 10TH AVENUE NORTH (4468 10TH AVENUE), SUBMITTED BY JEFFREY KOHLER, AGENT FOR THE CONTRACT PURCHASER, BW 10TH MILITARY, LLC (WAWA), TO BE IMPROVED WITH A WAWA GAS STATION WITH A CONVENIENCE STORE AND RESTAURANT; AND PROVIDING AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote
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9. Resolution No. 2017-37 - Sign Variance (PSV17-19) - TD Bank - 2735 10th Avenue North (Quasi-Judicial Hearing)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) THE APPLICATION SUBMITTED BY SCOTT BACKMAN, AGENT FOR THE APPLICANT, TD BANK, LOCATED AT 2735 10TH AVENUE NORTH; AND PROVIDING AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote
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10. Resolution No. 2017-26 - Site Plan (SPR17-05) and Special Exception Use (PSSE17-04) and Sign Variances (PSV17-17 and PSV17-18) - Chase Bank - 2601 10th Avenue North (Quasi-Judicial Hearing)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, CONSIDERING A SITE PLAN (SPR17-05) SUBMITTED BY MARK RICKARDS, AGENT FOR JPMORGAN CHASE, LLC ("APPLICANT") AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE17-04) FOR A FREESTANDING BANK WITH TWO (2) DRIVE-UP AUTOMATIC TELLER MACHINES (ATM) AT 2601 10TH AVENUE NORTH (CHASE BANK) AND ALSO REQUESTING TWO SIGN VARIANCES PSV17-17 AND PSV17-18; AND PROVIDING AN EFFECTIVE DATE.

Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote
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ACTIONS AND REPORTS

11. Temporary Use Permit - Off-Site Parking - Oxygen Development - 1525 South Congress Avenue
Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote
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12. Temporary Use Permit - Sales Trailer - Preston Square (formerly Tonset) - 2406 South Congress Avenue
Staff: Kim Glas-Castro, Land Development Director

Motion	Second	Vote
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VILLAGE MANAGER COMMENTS

VILLAGE COUNCIL COMMENTS

ADJOURNMENT

**NEXT MEETING
THURSDAY, SEPTEMBER 14, 2017 AT 6:30 PM**

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.



**VILLAGE COUNCIL MEETING
MINUTES, COUNCIL CHAMBERS
226 CYPRESS LANE
VILLAGE OF PALM SPRINGS, FLORIDA
JULY 13, 2017 AT 6:30 P.M.**

Mayor Smith called the regular meeting of the Village Council to order at 6:35 p.m.

Present: Mayor Bev Smith, Vice Mayor Patti Waller, Mayor Pro Tem Liz Shields, Council Member Dawn Marie Cox, Village Manager Richard Reade, Village Attorney Glen Torcivia, Village Clerk Kimberly M. Wynn.

Absent: Council Member Joni Brinkman

Staff present: Police Chief Tom Ceccarelli, as Sergeant at Arms, Finance Director, Rebecca L. Morse, Assistant to the Village Manager, Brent Morgan, Parks and Recreation Director, Bill Golson, Land Development Director, Kim Glas-Castro, Public Service Director, David Harden.

The Invocation was given by Village Manager Reade, followed by the Pledge of Allegiance led by Vice Mayor Waller.

Village Manager Reade introduced the new Village Clerk to the Mayor and Council Members.

ADDITIONS, DELETIONS OR MODIFICATIONS, AND APPROVAL OF AGENDA

Mayor Smith asked if there were any additions, deletions or modifications to the agenda. Village Manager Reade stated there was a modification to Item #27 – Resolution No. 2017-33. Village Manager Reade recommended that the July 27, 2017 Budget Workshop meeting be postponed to August 10, 2017 at 5:30 p.m. The Regular Council meeting will begin at 7:00 p.m., immediately following the Budget Workshop meeting.

Mayor Smith requested that Village Manager Reade's annual review be placed on the July 27, 2017 Regular Council meeting when all members of the Council are present.

Vice Mayor Waller made a motion to approve the Consent Agenda as presented, seconded by Mayor Pro Tem Shields. Motion carried 4-0.

CONSENT AGENDA: (Public Comment on Consent Agenda Items is permissible prior to voting)

Mayor Smith opened the meeting up for public comment. No public comment.

Council Member Cox made a motion to approve the Consent Agenda as presented,

seconded by Vice Mayor Waller. Motion carried 4-0.

1. Approval of Village Council Meeting Minutes – June 8, 2017
2. Approve Amendment to Solid Waste and Recycling Collection Services Agreement - 8th Amendment - Republic Services of Florida (Terminate Exclusive Disaster Debris Removal Services)
 - a. 3 - A. Approve Hurricane Debris Removal Agreement (Contract No. 17-204C) - Piggyback - CrowderGulf Joint Venture, Inc.
 - b. 3 - B. Approve Hurricane Debris Removal Agreement (Contract No. 17-204E) - Piggyback - DRC Emergency Services, LLC.
 - c. 3 - C. Approve Hurricane Debris Removal Agreement (Contract No. 17-204D) - Piggyback - Ceres Environmental Services, Inc.
 - d. 3 - D. Approve Hurricane Debris Removal Agreement (Contract No. 17-204F) - Piggyback - Bergeron Emergency Services, Inc.
 - e. 3 - E. Approve Hurricane Debris Removal Agreement (Contract No. 17-204B) - Piggyback - Phillips and Jordan, Inc.
 - f. 3 - F. Approve Hurricane Debris Removal Agreement (Contract No. 17-204A) - Piggyback - Ashbritt, Inc.

Approve Amendment to Solid Waste and Recycling Collection Services Agreement - 8th Amendment - Republic Services of Florida (Terminate Exclusive Disaster Debris Removal Services)

3. Approve Hurricane Debris Management and Support Services Agreement - Thompson Consulting Services, LLC.
4. Approve Insurance Broker/Consultant Services - Property, Casualty, Liability, Workers Compensation & Special Coverage Insurance - 1st Amendment (Renewal) - Gehring Group, Inc.
5. Approve Change Order #2 - Agreement for Road Construction & Paving - Childs Street, Erie Terrace, Lone Pine Way & Sally Lane - Hardrives of Delray, Inc.
6. Approve Task Order #134 - Professional Engineering Services - Supervisory Control and Data Acquisition (SCADA) System Improvements Design and Construction Services - Eckler Engineering, Inc.
7. Approve Task Order #221 - Professional Engineering Services - Lakewood Road Sidewalk Improvements Design and Construction Services - Engenuity Group.

8. Approve Task Order #222 - Professional Engineering Services - Davis Road Pedestrian Bridge Design and Construction Services - Eckler Engineering, Inc.
9. Approve Auto & Truck Parts, Equipment, Accessories, Supplies & Services - Cooperative Purchasing - Public Service Department (FY2017 Budget Funded)
10. Accept Easement Deed and Approve Sewer Relocation Agreement - 1890 South Military Trail
11. Approve Agreement for Miscellaneous Public Works Projects - Canal 11 Road Utility & Storm Sewer Relocation Construction Project - Phase I - Piggyback - Public Service Department (FY 2017 Budget Funded)
12. Authorize Police Forfeiture Fund Expenditure - Purchase Portable Ballistic Rifle Shields - Piggyback - Police Department
13. Proclamation of July as Parks and Recreation Month in the Village of Palm Springs

PRESENTATIONS:

14. Award Property Improvement Program (PIP) Matching Grant – Two (2) Grant Awards

Village Manager Reade stated that two (2) Property Improvement Program (PIP) awardees have completed improvement projects to their properties and have filed the necessary documentation to receive the matching grant funding under this program:

1) Owner Resident: Janet Cuellar
Address 437 San Fernando Drive (since 2011)
Project: Replaced nine (9) windows with impact glass
Eligible Costs: \$10,673.05
Grant Award: \$5,000

2) Owner Resident: John Carroll
Address: 305 Henthorne Drive (since 2012)
Project: Replaced asphalt driveway with concrete
Eligible Costs: \$5,361.25
Grant Award \$2,680.63

Mayor Smith asked if any member of the public would like to speak on any item(s) that are or are not on the agenda.

Mr. Gary Ready, 3118 Meadow Road - Applauded staff for their tree trimming skills in the neighborhood.

Johnnie Tieche, 305 Winged Foot Road – Thanked staff and the property owners that cleaned several blighted lots throughout the Village that had an issue with vagrants.

PUBLIC HEARINGS

17. This Item was continued to the August 10, 2017 Agenda

Resolution No. 2017-26 - Site Plan (SPR17-05) and Special Exception Use (PSSE17-04) - Chase Bank -10th Avenue North and Florida Mango.

18. This item was continued to the August 10, 2017 Agenda

Ordinance No. 2017- 11 - (FIRST READING) Village Code Amendments - Chapter 34 - Sign Regulations

19. Ordinance No. 2017-16 - (SECOND READING) - Franchise Agreement - Florida Power and Light.

AN ORDINANCE GRANTING TO FLORIDA POWER & LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AN ELECTRIC FRANCHISE, IMPOSING PROVISIONS AND CONDITIONS RELATING THERETO, PROVIDING FOR MONTHLY PAYMENTS TO THE VILLAGE OF PALM SPRINGS, AND PROVIDING FOR AN EFFECTIVE DATE.

The Village Clerk stated that Ordinance No. 2017-16 was advertised in the Lake Worth Herald. Mayor Smith asked the Village Attorney Torcivia to read the Ordinance by title. Village Manager Reade stated that staff's presentation was provided on First Reading on June 8, 2017. It was reviewed and approved by the Village Attorney, Finance Director, Florida Power & Light (FPL), Village Manager and the Director of Land Use Development.

Mayor Smith stated that this was a public hearing and asked if Council had any comments and/or questions. Hearing none, a motion to adopt on second reading was made by Vice Mayor Waller and seconded by Council Member Cox. A roll call vote was in favor of adoption 4-0.

20. Resolution No. 2017-32 - Garbage Non Ad-Valorem Assessment Rates - FY 2018

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ADOPTING A PRELIMINARY NON-AD VALOREM ASSESSMENT ROLL FOR FISCAL YEAR 2017/2018, SO AS TO PROVIDE A UNIFORM METHOD FOR COLLECTING A NON-AD VALOREM ASSESSMENT FOR GARBAGE, TRASH AND RECYCLABLES COLLECTION SERVICES AND RELATED SERVICES ON THE PALM BEACH COUNTY TAX NOTICES; AND PROVIDING AN EFFECTIVE DATE.

Village Manager Read stated that the proposed Resolution sets the Non Ad-Valorem assessment roll rates for Fiscal Year (FY) 2018 and provides a uniform method for collecting this assessment for garbage, trash and recyclables collection services within the Village on the Palm Beach County Tax Notices.

The proposed rates for FY 2018 will be the same as last year:

	Annual Rate
Single Family Homes	\$151.20
Multi-Family Homes	\$94.50
Mobile Homes	\$94.50

Note: This year the Village's contracted hauler, Republic Services of Palm Beach, has increased the cost to the Village by 3%, in accordance with the approved contract – minimum of 3% or CPI (whichever is more) per year. Residential garbage rates were increased two years ago (2015) for the 1st time in seven (7) years in an effort to assist with the reduced administrative margin to offset staff costs. Due to a continued decreasing margin (as a result of the Village's hauler increasing annual costs at the 3% rate), a rate increase may be proposed with next year's budget (FY 2019).

The Council originally established the uniform method for collecting garbage, trash and recyclables services on the Palm Beach County Tax Notices in February 2008 (Resolution No. 2008-17). The approved Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

In June 2017, the Village Clerk mailed out letters to four (4) new residential properties that were annexed into the Village during 2016. The letter notified each property owner of the proposed collection rates that will be included as a Non Ad-Valorem assessment on their FY 2018 Tax Notices, if approved. These new properties will begin to receive collection services by the Village's hauler beginning October 1st (they are currently being serviced by the County's approved hauler) and will receive new toters prior to service starting.

Mayor Smith stated this was a public hearing and asked for questions or comments from Council and then from the public.

Mr. Gary Ready, 3118 Meadow Road - Commented on the mismatched color of the garbage cans throughout the Village. Mayor Smith asked the procedure to replace a garbage can. Mr. David Harden, Director of Public Works, explained the process.

Hearing no further public comment, Village Attorney Torcivia read the resolution by title. A motion to approve was made by Vice Mayor Waller and seconded by Council Member Waller. Motion carried 4 – 0.

21. Resolution No. 2017-31 - Stormwater Non Ad-Valorem Assessment Rates - FY 2018.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, ESTABLISHING A BUDGET FOR THE STORMWATER UTILITY SYSTEM; ESTABLISHING RATES FOR STORMWATER MANAGEMENT ASSESSMENTS FOR EACH PARCEL WITHIN THE BENEFITTED AREA, OTHER THAN NON-ASSESSED PROPERTY; PROVIDING FOR THE CERTIFICATION AND ADOPTION OF THE STORMWATER ASSESSMENT ROLL IN ACCORDANCE WITH CHAPTER 78 OF THE CODE OF ORDINANCES OF THE VILLAGE OF PALM SPRINGS; PROVIDING FOR A PUBLIC HEARING; PROVIDING FOR THE ADOPTION OF THE STORMWATER ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

Village Manager Reade stated that the proposed Resolution sets the Non Ad-Valorem assessment roll rates for Fiscal Year (FY) 2018 and provides a uniform method for collecting this assessment for the stormwater management services within the Village on the Palm Beach County Tax Notices.

The proposed rates for FY 2018 will be the same as last year:

	Monthly Rate	Annual Rate
Single Family Residential Condominiums	\$3	\$36
Multifamily	\$3	\$36
Commercial (Less than 1 acre)	\$5	\$60
Commercial (1 to 5 acres)	\$10	\$120
Commercial (More than 5 acres)	\$15	\$180

Note: On December 10, 2015, the Village Council created a stormwater utility (Ordinance No. 2015-43) and established interim assessment rates (Resolution No. 2015-90), to be collected as an annual non ad-valorem assessment (beginning in October 2016 - FY 2017) to support stormwater issues within the Village. The proposed “Interim” stormwater fee was established with the following conditions:

- The Interim Fee is for a short-term period – 3 years
- The Interim fee was justified by a short-term study that demonstrated that the needed stormwater projects and operational costs are balanced with projected revenues
- A detailed long-term master plan study would be performed during the interim period that is expected to identify future projects and set future fees based on property use and size.

In an effort to determine how severe the Village's stormwater and drainage issues are, our contracted engineer - Keshavarz & Associates, is in the process of developing/preparing a stormwater master plan that is expected to identify several infrastructure projects throughout the Village (if implemented and constructed) that would help manage and improve our existing drainage problems as well as to ensure safe streets during (and following) a heavy rainfall or serious storm (i.e., hurricane, tropical storm, etc.). Additionally, the master plan is expected to recommend proposed rates based upon the total cost of identified drainage improvements that would need to be made and the size of the properties generating stormwater.

The Council originally established the uniform method for collection and funding the Village's stormwater management services and projects in July 2016 (Resolution No. 2016-51). The approved Resolution included all parcels within the incorporated municipal boundaries of the Village of Palm Springs at that time, as well as all parcels subsequently annexed into the Village.

In June 2017, the Village Clerk mailed letters to four (4) new residential properties and sixty-eight (68) new commercial properties that were annexed into the Village during 2016. The letter notified each property owner of the proposed stormwater rates that will be included as a Non Ad-Valorem assessment on their FY 2018 Tax Notices, if approved.

The proposed fees and all related data will be submitted to the PBC Property Appraiser's Office and the PBC Information Systems Services department, who provides billing services for the Village.

The proposed FY 2018 rates are the same as last year's rates.

Village Attorney Glen Torcivia read the Resolution by title. Mayor Smith stated this was a public hearing and asked for questions or comments. Hearing none, a motion to adopt on second reading was made by Council Member Cox and seconded by Mayor Pro Tem Shields. Motion carried 4-0.

At this point Mayor Smith went back to Item #16, Award of the Property Improvement Program (PIP) Grant. She presented Ms. Janet Cuellar of 437 San Fernando Drive with a grant check for making improvements to her property.

22. Resolution No. 2017-17 - Site Plan (SPR17-03) and Special Exception (PSSE17-03) - CircusTriX - 964 South Congress Avenue (*Quasi-Judicial Hearing*)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING), WITH CONDITIONS, THE SITE PLAN (SPR17-03) FOR A COMMERCIAL PLANNED DEVELOPMENT WITH FOUR (4) WAIVERS AND CONCURRENTLY REQUESTING SPECIAL EXCEPTION USES (PSSE17-03) FOR CONSTRUCTION OF A 6,800 SQUARE FOOT RESTAURANT AND 36,000 SQUARE

FOOT INDOOR ATHLETIC COURT – CIRCUSTRIX – LOCATED AT 874 SOUTH CONGRESS AVENUE AND PROVIDING AN EFFECTIVE DATE.

There were no ex parte communications disclosed.

Village Manager Reade stated that Mr. Damian Brink, agent for the contract purchaser, The McLain Group, is requesting site plan (SPR17-03) with waivers and special exception (PSSE17-03) approval for a new commercial planned development, located at 874 South Congress Avenue. The proposed site plan provides for three (3) buildings totaling 68,728 square feet - a 36,000 square feet “indoor athletic court” comprised of a trampoline park, a 204 seat, 4,800 square feet restaurant with 2,000 s.f. of outdoor dining space and a 25,928 square feet general retail building. The applicant intends to subdivide the property into three (3) parcels, each parcel containing one (1) building with supporting parking spaces. Unity of Control will be provided for the project to tie the three (3) parcels (Building A - indoor athletic court, Building B - general retail Building & Building C - restaurant) together in perpetuity (from a site plan, infrastructure and access/circulation perspective).

The applicant is proposing two anchor tenants, CircusTriX (trampoline park) and MJ Pizzeria (restaurant) on either end of the property with a pedestrian corridor linking all uses. It should be noted that while the indoor athletic court use only requires 20 parking spaces per Code, the applicant is providing 148 parking spaces to provide future flexibility should a change in use be proposed.

Note: The Village Code - Section 34-875(2). Waivers - provides that waivers may be granted by the Village Council following an advisory recommendation by the Land Development Board. All requests for waivers shall be identified on the site plan and shall accompany an application for site plan approval of a planned development.

The Applicant is seeking four (4) waivers within the proposed site plan:

1. Relief from Section 34-826(5) - Allow a 30' setback (Building A) from South Congress Avenue rather than the required 50' setback.
2. Relief from Section 34-826(5) - Allow a 25' front setback (Building C) from South Congress Avenue rather than the required 50' setback.
3. Relief from Section 34-826(8) - Allow a 20' side corner setback (Building C) from Holly Road rather than the required 25' side corner setback.
4. Relief from Section 34-162(f) - Allow a 100% overlap of existing/proposed easements for FPL and LWDD within the southern perimeter landscape buffer, instead of the maximum 5' overlap.

The applicant has suggested that the proposed setback reductions enable Building A and Building C to be located closer to the roadways, which will create an enhanced streetscape/aesthetics along the Congress Avenue corridor. Further, the proposed

waivers provide additional parking and a pedestrian corridor. The required landscaping will be planted within the northern 5' of the landscape buffer, which is encumbered by an FPL easement, and is subject to replacement by the property owner should it be damaged or removed by the utility.

The Land Development Board considered these requests during their June 13, 2017 meeting and recommended approval.

Based on the surrounding characteristics, staff does not find that the requested commercial planned development will negatively impact the area or be detrimental to the public welfare.

The proposed project does not have a direct fiscal impact to the Village; however, it is expected to enhance the Village's assessed property valuation.

Mr. Brinkman gave a presentation regarding waivers and special exception for his project CircusTrix.

There was discussion on this item, which was recorded and may be heard in the Village Clerk's office.

Hearing no further comments by Council, Village Attorney Glen Torcivia read the Resolution by title. Mayor Smith asked for a motion for approval. Mayor Pro Tem Shields made a motion to approve Resolution No. 2017-17 with Council's recommended changes, and seconded by Vice Mayor Waller. Motion carried 4-0.

23. Resolution No. 2017-27 - Site Plan (SPR17-07), Special Exception (PSSE17-05) and Sign Variances (PSV17-12, PSV17-13) - Marathon Gas Station - 3276 South Congress Avenue (*Quasi-Judicial Hearing*)

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, CONSIDERING A SITE PLAN (SPR17-07) SUBMITTED BY JAMES VANDERCRAKE, AGENT FOR SWORDFISH REAL ESTATE, LLC ("APPLICANT") AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE17-05) FOR CONSTRUCTION OF A FAST FOOD DRIVE-THRU LANE AND REQUESTING TWO (2) VARIANCES (PSV17-12, AND PSV17-13) FOR RELIEF FOR SIGNAGE FOR THE PROPERTY LOCATED AT 3276 SOUTH CONGRESS AVENUE (MARATHON / CIRCLE K / CHECKERS); AND PROVIDING AN EFFECTIVE DATE.

Village Manager Reade stated that Mr. James Vandercrake, agent for the property owner, Swordfish Real Estate, LLC, is requesting site plan (SRP17-07) and special exception (PSSE17-05) approval to add a drive-up service window for a restaurant use with the Marathon Gas Station that is currently under construction, located at 3276 South Congress Avenue. The applicant has changed restaurant partners and is requesting modifications

to accommodate a Checkers restaurant with drive-up service window (a special exception use) within the Circle K convenience store.

The proposed site plan is similar to their previously approved proposed plan that included a Subway restaurant; however, the Checkers colors and signage has been added to the east building elevation and drive-up canopy. Additionally, the applicant has included decorative bollards and planter boxes between every third pair of bollards, which is expected to improve the aesthetics of the building/parking configuration. Additionally, on-site seating will not be provided for the restaurant; however, six (6) seats will be provided within the convenience store. Thus, the restaurant will primarily provide take-out service and does not necessitate customer seating.

The subject property had previously been approved for a drive-up service window (Resolution No. 2014-31 - July 2014), which was subsequently eliminated through an administrative amendment (Application #2015-00577 - September 2015). As a result of the request to re-permit the drive-up window, the proposed drive-up lane necessitates an administrative variance to eliminate two (2) parking spaces.

Note: Village Code requires a minimum of five (5) stacking spaces and the proposed site plan provides stacking for seven (7) vehicles behind the vehicle being served at the window. However, staff maintains concerns that queuing vehicles within the proposed location may back up to create conflicts with either Congress Avenue or the gas station's site circulation. The applicant has provided additional documentation to resolve the Village's safety concerns related to the proposed one-lane drive-up window.

In addition to the previously approved administrative variance, the applicant is requesting two (2) sign variances:

1. (PSV17-12) - Request to allow a total of 415.06 square feet of wall sign face area on the north side of the building and gas pump canopy, a deviation of 220.66 square feet [Provides relief from Section 34-328(a)(1) of Village Code that limits the total amount of wall signage - This property was previously approved for a variance (PSV14-11) to allow 410.06 square feet of wall signage - the current request adds an additional five (5) square feet of sign face area].
2. (PSV17-13) - Request to allow a total of 72.5 square feet of wall sign face area on the east side of the building, a deviation of 72.5 square feet [Provides relief from Section 34-328(a)(1) of Village Code that limits the total amount of wall signage - This property was previously approved for a variance (PSV14-11) to allow 51.5 square feet of wall signage - the current request adds an additional twenty-one (21) square feet of sign face area].

The Land Development Board, during their meeting on June 13, 2017, considered the proposed site plan amendment and special exception use (drive-thru lane) and recommended conditional approval.

The proposed sign variances were not considered by the Land Development Board as Village Code (Sec.34-329 - Variances) provides that sign variances are approved by the Village Council.

Based on the surrounding characteristics, staff does not find that the requested variance will negatively impact the area or be detrimental to the public welfare.

The proposed project does not have a direct fiscal impact to the Village; however, it is expected to enhance the Village's assessed property valuation.

The Village Clerk swore in the witnesses. There was no ex parte communication disclosed.

Discussion on this item was recorded, and may be heard in the Village Clerk's office.

Mayor Smith asked for public and Council comments. Hearing no further comments by Council, Village Attorney Glen Torcivia read the Resolution by title. Mayor Smith asked for a motion for approval. Vice Mayor Waller made a motion to approve Resolution No. 2017-27, and seconded by Council Member Cox. Motion carried 4-0.

24. Ordinance No. 2017-14 (FIRST READING) - Village Code Amendment - Chapter 34-Floodplain Regulations

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE II "FLOODPLAIN MANAGEMENT" TO UPDATE THE DATE OF THE FLOOD INSURANCE STUDY AND FLOOD INSURANCE RATE MAPS; PROVIDING FOR APPLICABILITY; REPEALER; SEVERABILITY; AND AN EFFECTIVE DATE.

Village Manager Reade stated that Land Development staff is recommending revisions to the floodplain regulations within the Village's Land Development Regulations (LDR) to comply with the final flood hazard determination that was issued by the Federal Emergency Management Agency (FEMA).

The revised set of Flood Insurance Rate Maps (FIRM) for Palm Beach County will become effective on October 5, 2017. The Village previously amended its floodplain regulations (Ordinance No. 2016-06 - May 12, 2016) to comply with FEMA's special flood hazard area regulations. The purpose of the proposed ordinance is to update the basis for establishing flood hazard areas, which will be the new Flood Insurance Study and Flood Insurance Rate Maps. No other revisions are proposed at this time.

At this time, the Village will maintain fewer properties within a flood hard area under the new map. As a result, fewer properties owners will be required to carry flood insurance. The proposed ordinance was developed/prepared by the Land Development Director from a template provided by the Florida Department of Emergency Management and reviewed by the Village Attorney. The draft ordinance has also been reviewed and approved by the State.

The Land Development Board considered the proposed ordinance during its June 13, 2017 meeting and recommended approval.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on July 27, 2017.

The proposed ordinance does not have a direct fiscal impact to the Village.

Discussion on this item was recorded, and may be heard in the Village Clerk's office.

Mayor Smith stated this was a public hearing and asked for questions or comments from Council and then from the public. Hearing none, Village Attorney Torcivia read the ordinance by title. A motion to approve on first reading was made by Mayor Pro Tem Shields and seconded by Council Member Cox. Motion carried 4 – 0.

25. Ordinance No. 2017-15 (FIRST READING) - Village Code Amendment - Chapter 34
- Land Alteration Regulations

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 1, "GENERAL PROVISIONS, SECTION 1-2 "DEFINITIONS AND RULES OF CONSTRUCTION" TO CLARIFY DEFINITIONS FOR LAND ALTERATION; AMENDING CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 9 "DEVELOPMENT STANDARDS", TO ADD A NEW SECTION 34-1365 "LAND CLEARING, DREDGING AND FILLING"; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Village Manager Reade stated that the Land Development staff is recommending additional development standards in the Land Development Regulations (LDR) to clarify permit requirements for land alteration activities in advance of building permit issuance.

The Village has maintained a practice of providing land alteration (i.e., clearing and grubbing, filling and grading, etc.) in advance of a building permit. However, the proposed ordinance provides better clarification of this allowance within the Village's LDR's and will require a permit prior to clearing authorization. This authorization would protect surrounding properties from stormwater run-off as a result of the clearing and ensure that the property is properly sodded (if not immediately developed) to ensure improved aesthetics to surrounding properties.

Note: A new permit fee will be included within the Village's Schedule of Fees and will be presented for consideration by the Village Council at a later date.

The Land Development Board considered the proposed ordinance during its June 13, 2017 meeting and recommended approval.

The proposed ordinance was prepared by the Land Development Director and reviewed by the Village Attorney.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on July 27, 2017.

The proposed ordinance does not have a direct fiscal impact to the Village.

Mayor Smith asked for public and Council comments. Hearing no further comments by Council, Village Attorney Glen Torcivia read the Ordinance by title. Mayor Smith asked for a motion for approval. Vice Mayor Waller made a motion to approve Ordinance No. 2017-15 on First Reading, and seconded by Council Member Cox. Motion carried 4-0.

26. Ordinance No. 2017-17 (FIRST READING) - Village Code Amendment - Chapter 34 - Prohibition of Medical Marijuana Dispensaries

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 34, "LAND DEVELOPMENT", ARTICLE VI, "LAND USE", DIVISION 6, "DISTRICT REGULATIONS", TO EXPRESSLY PROHIBIT MEDICAL MARIJUANA DISPENSARY USES WITHIN THE VILLAGE LIMITS, SPECIFICALLY WITHIN SUBDIVISION IV, "CN COMMERCIAL NEIGHBORHOOD", SECTION 34-795, "PROHIBITED USES", AND WITHIN SUBDIVISION V, "CG COMMERCIAL GENERAL", SECTIONS 34-824, "SPECIAL EXCEPTIONS", AND 34-825, "PROHIBITED USES", AND WITHIN SUBDIVISION VII, "LI LIGHT INDUSTRIAL", SECTION 34-861. "PROHIBITED USES", AND WITHIN SUBDIVISION VIII, "MU MIXED USE", BY CREATING SECTION 34-877, "PROHIBITED USES", AND TO REPEAL SUBDIVISION XXV, "MEDICAL MARIJUANA TREATMENT CENTERS AND MEDICAL MARIJUANA DISPENSARIES", SUPPLEMENTAL REGULATIONS; PROVIDING FOR CODIFICATION, REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Village Manager Reade stated that during the June 2017 Florida Legislature's Special Legislative Session, Senate Bill 8-A was approved, which references the allowance of Medical Marijuana Dispensaries within the State of Florida and provides counties and municipalities with the right to formulate rules and regulations with regards to Medical Marijuana Dispensaries.

The new law (Chapter 2017-232 Laws of Florida) amends Section 381.986, F.S., to include a new Section 11 (see pages 30-31 of the attached legislation) that provides the following:

- Provides the State with all authority for medical marijuana treatment centers, preempting local government regulations.
- Establishes a 500 foot distance separation between medical marijuana treatment centers/dispensing facilities and schools.

- Allows a county or city, by ordinance, to ban medical marijuana treatment center dispensing facilities (dispensaries) from being located within the county or city limits.
- Provides that a city that does not ban dispensaries may not place specific limits on the number of dispensaries, or provide locational siting criteria that is more restrictive than its regulations for pharmacies, or charge fees greater than those charged to pharmacies, or require operational or security measures greater than that required by the State.

As a result of these new statutory provisions, staff recommends banning all dispensaries within the Village at this time. Further, if a ban is approved, medical marijuana treatment centers will be provided with the ability to provide direct delivery of their product to qualified patients within the Village.

The Land Development Board will consider the proposed ordinance during their July 11, 2017 meeting and their recommendation will be provided to the Council prior to consideration.

The proposed ordinance was prepared by the Land Development Director and reviewed by the Police Chief and the Village Attorney.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on July 27, 2017.

The proposed ordinance does not have a direct fiscal impact to the Village.

Mayor Smith asked for public and Council comments. Hearing no further comments by Council, Village Attorney Glen Torcivia read the Ordinance by title. Mayor Smith asked for a motion for approval. Mayor Pro Tem Shields made a motion to approve Ordinance No. 2017-17 on First Reading, and seconded by Council Member Cox. Motion carried 4-0.

ACTIONS AND REPORTS

27. Resolution No. 2017-33 Support the Office of the Inspector General's Countywide Operations and PBC's Continued Funding of the IG's Annual Costs.

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, SUPPORTING THE COUNTYWIDE OFFICE OF INSPECTOR GENERAL AND FURTHER SUPPORTING THE FUNDING OF SAID OFFICE THROUGH COUNTY AD-VALOREM TAX DOLLARS; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Village Manager Reade stated that on November 2, 2010, the voters of Palm Beach County approved a referendum to amend the Palm Beach County (PBC) Charter to create a countywide Office of the Inspector General (the "IG Program"), to provide important (and

needed) countywide services to both the unincorporated and incorporated areas of the County. The Village of Palm Springs fully supports the countywide IG program as it provides a valuable service and benefit to all County residents, including those within the Village of Palm Springs.

Following the Fourth District Court of Appeal's opinion (that stated that the municipalities within the County maintain sovereign immunity and may not be forced to pay for the IG program), there has been a concern recently with how this office will be funded in the future. Palm Beach County has informally requested municipalities within the County to consider providing voluntary funding assistance to support the IG's annual operational costs and activities, which are utilized to support services countywide.

It should be noted that this request may be viewed by many as unfair as current Palm Springs residents, businesses and property owners are also PBC residents, businesses and property owners and they are contributing/supporting the IG's operating costs through their payment of County tax dollars. As a result, the Village Council is requested to consider a Resolution supporting the continued and important countywide operations/activities by the Office of the Inspector General as well the PBC Board of County Commissioners continued funding of the IG's annual costs.

The proposed Resolution was developed by the City of Atlantis and is being considered by many of the cities within Palm Beach County. If approved, the executed Resolution will be transmitted to Palm Beach County, the Palm Beach County Administrator, each of the cities in Palm Beach County and the Palm Beach County League of Cities.

The Office of the Inspector General provides important countywide services to all County residents, businesses and property owners (including those in Palm Springs). Palm Springs residents, businesses and property owners are supporting the IG's operating costs through their payment of County tax dollars. Thus, it is recommended that the Village support the PBC Board of County of Commissioners in funding this office.

Mayor Smith asked for public and Council comments.

Gary Ready, 313 Meadows Road, questioned how no exempt properties such as churches would be effected.

Hearing no further comments by Council, Village Attorney Glen Torcivia read the Ordinance by title. Mayor Smith asked for a motion for approval. Mayor Pro Tem Shields made a motion to approve Resolution No. 2017-33, and seconded by Council Member Cox. Motion carried 4-0.

28. Renewal of Village Attorney Agreement - Torcivia, Donlon, Goddeau & Ansay

Mayor Smith asked for a motion for approval. Vice Mayor Waller made a motion to

approve, and seconded by Council Member Cox. Motion carried 4-0.

VILLAGE MANAGER COMMENTS

Village Manager Reade and Mr. Harden gave an update on the wastewater main break. He stated that information would be posted on the Village website. Mr. Reade thanked Village Police Chief Tom Ceccarelli for their hard work with the new center for dispatch. He welcomed the new Village Clerk.

VILLAGE COUNCIL COMMENTS

Mayor Pro Tem Shields thanked staff for a successful Fourth of July celebration.

Council Member Cox concurred with Mayor Pro Tem Shields regarding the Fourth of July celebration.

Vice Mayor Waller talked about attending an upcoming Florida League of Cities (FLC) Policy Committee meeting in Orlando, Florida.

Mayor Smith recognized the Parks and Recreation Department for their hard work with Special Events, camps and community programs. She announced the next meeting date (which includes the Budget Workshop).

ADJOURNMENT

Hearing no further business, Mayor Smith adjourned the meeting at 8:05 p.m.

ATTEST:

Bev Smith, Mayor

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Regular Council Meeting held on **July 13, 2017**, which Minutes were formally approved and adopted by the Village Council on **August 10, 2017**.

Kimberly M. Wynn, Village Clerk

**NEXT REGULAR MEETING:
JULY 27, 2017 BUDGET WORKSHOP AT 5:30 P.M.
REGULAR COUNCIL MEETING AT 7:00 P.M.**

If a person decides to appeal any decision made by this Council with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.



Village of Palm Springs

Executive Brief

AGENDA DATE: August 10, 2017

DEPARTMENT: Administration

ITEM #2: Approval of Insurance Renewal - Property, Casualty, Liability, Special Coverage and Workers Compensation - Florida League of Cities (FMIT)

SUMMARY: Historically, the Village has gone out to the insurance marketplace each year to request proposals; however, this practice may result in responses that are under-rated and overly aggressive, which may not result in the most cost effective and comprehensive coverage for property, casualty, liability and workers compensation insurance. Alternatively, the Gehring Group, the Village's Broker, strongly suggested that by negotiating with our current carrier, Florida League of Cities (FMIT), (rather than going out to bid) for this upcoming plan year would provide the Village with following benefits:

1. Enable Gehring to utilize its expertise and experience to negotiate successfully (i.e., lower total annual increase) with our current carrier
2. Consistency with a single carrier will assist with current and future premium pricing
3. Maintaining the current carrier would significantly reduce the education and coverage related issues associated with changing to another company
4. Provide the highest level of benefits

In accordance with the Village's Procurement Code (Sec. 58-2. Exempt Purchases.), Gehring Group began negotiating directly with our current carrier, Florida League of Cities (FMIT) to achieve the following proposed premium rates for FY 2018:

Coverage Type	Current Rates FY 2017	Proposed Rates FY 2018
Property & Equipment	\$100,276	\$93,259
General Liability*	\$164,419	\$174,749
Auto Liability & Auto Physical Damage	\$62,816	\$68,012
Workers' Compensation	\$227,500	\$261,492
Pollution Liability	\$3,513	\$3,598
Statutory AD&D	\$2,110	\$2,194
Total Annual Premium	\$560,634	\$603,304

*Includes Public Officials Liability & Employment Practice Liability and Law Enforcement Liability.

Note: A 2016 court ruling in Florida's Supreme Court resulted in changes to the state's workers' compensation system which included a state-wide 14.5% increase to proposed FY 2018 workers compensation rates. However, the League of Cities has determined that they will not provide this significant increase to their customers for workers compensation insurance to assist with budget concerns. Gehring Group is recommending remaining with the League due to the fact that other carriers and state trusts are passing the full 14.5% rate increase onto their customers.

Initially, the Gehring Group projected that the Village would experience an 11.98% increase for FY 2018. However, through negotiating with FMIT, the Village received a 7.6% total annual premium increase (or \$42,670). This was an estimated \$24,526 savings from Gehring's original projection. As a result, the Gehring Group recommends that the Village remain with FMIT and continue its coverage. The proposed annual premium has been reviewed by the Village Clerk (who manages our insurance program) and the Finance Director.

If approved, the premiums will be effective beginning October 1, 2017

FISCAL IMPACT:

The proposed premiums are included within the proposed FY 2018 Budget.

ATTACHMENTS:

1. FMIT Renewal Quote - FY 2018
2. Recommendation Letter - Gehring Group
3. Village's Procurement Code - Sec. 58-2 Exempt Purchases

VILLAGE OF PALM SPRINGS
FLORIDA MUNICIPAL INSURANCE TRUST
PROPERTY & CASUALTY RENEWAL PROJECTION
2017 - 2018 FISCAL YEAR



	<i>Current</i>			<i>Renewal Projection</i>		
	Property & Casualty 2016/2017			Property & Casualty 2017/2018		
Coverage Type	Deductible	Liability Limits	Premium	Deductible	Liability Limits	Premium
Property & Equipment Breakdown	\$ 5,000	\$ 28,365,294	\$ 100,276	\$ 5,000	\$ 28,365,294	\$ 93,259
Flood		\$ 4,500,000	Included Above		\$ 4,500,000	Included Above
Inland Marine	*Various	\$ 1,045,844	Included Above	*Various	\$ 1,045,844	Included Above
Crime Coverage	\$ 5,000	\$ 1,000,000	Included Above	\$ 5,000	\$ 1,000,000	Included Above
General Liability	\$ 2,500	\$ 1,000,000	\$ 43,151	\$ 2,500	\$ 1,000,000	\$ 44,192
Public Official Liability & Employment Practices Liability	\$ 2,500	\$ 1,000,000	\$ 55,730	\$ 2,500	\$ 1,000,000	\$ 61,231
Law Enforcement Liability	\$ 2,500	\$ 1,000,000	\$ 65,538	\$ 2,500	\$ 1,000,000	\$ 69,326
Auto Liability	\$ 2,500	\$ 1,000,000	\$ 62,816	\$ 2,500	\$ 1,000,000	\$ 68,012
Personal Injury Protection	N/A	\$ 10,000	Included Above	N/A	\$ 10,000	Included Above
Medical Payments	N/A	\$ 5,000	Included Above	N/A	\$ 5,000	Included Above
Auto Physical Damage		Per Schedule	Included Above		Per Schedule	Included Above
Comp & Collision Coverage	\$ 1,000	Per Schedule	Included Above	\$ 1,000	Per Schedule	Included Above
Workers' Compensation	\$ -		\$ 227,500	\$ -		\$ 261,492
Experience Modification Factor	1.06	Payroll \$10,146,102		1.26	Payroll \$11,104,268	
Pollution Liability	\$ 10,000	\$ 1,000,000	\$ 3,513	\$ 10,000	\$ 1,000,000	\$ 3,598
Statutory AD&D	\$ -	\$70,700 \$70,700 \$199,980	\$ 2,110	\$ -	\$71,400 \$71,400 \$200,370	\$ 2,194
Total Annual Premium:			\$ 560,634			\$ 603,304
\$ Increase/Decrease						\$ 42,670
% Increase/Decrease						7.6%

Named Storm Deductible : 5% of scheduled Bldg., Pers. Prop., PITO and BI; Applied separately & individually to each Bldg., Pers. Prop and PITO.

Village of Palm Springs
Property, Casualty & Workers' Compensation
Executive Summary
Effective Date: October 1, 2017

FLORIDA MUNICIPAL INSURANCE TRUST

The Florida Municipal Insurance Trust, the incumbent property, casualty and workers' compensation insurance carrier for the Village of Palm Springs, has provided a renewal proposal for FY 2017/2018 with regards to Property & Inland Marine, General Liability, Public Officials Liability, Employment Practices Liability, Law Enforcement Liability, Auto Liability & Physical Damage and Workers' Compensation insurance coverage. The overall renewal premium of \$597,512 represents an increase of \$36,878 or 6.6%, versus the expiring premium of \$560,634. The largest percentage increase came from workers' compensation which realized an increase of 15% or \$33,992 versus FY 2016. The sudden increase to the workers compensation premium is due to three specific causes. The first and greatest of these being the approval by the Florida Office of Insurance Regulation (OIR) to allow the National Council on Compensation Insurance (NCCI) to increase all workers compensation class code rates by 14.5% effective 12/1/2016. The second cause is that the village realized an increase to its state experience modification rate which went from 1.06 percent in FY 2016 to 1.26 for FY 2017. The experience mod rate is used as a measurement of workplace safety. A 1.0 mod is the industry average. A mod higher than 1.0 results in a surcharge percentage commensurate with the number above 1.0, so a 1.13 mod would include a 13% surcharge to the organizations workers compensation premium. Finally, the third cause is because workers compensation premiums are determined by multiplying the annual payroll of specific job classes by their respective job code rate. Therefore, as payroll increases, so does the impact to the annual premium. For FY 2017, The Village of Palm Springs is estimating a small increase to the overall payroll by 9% versus the FY 2016 estimate.

ADDITIONAL COVERAGE POLICIES

The Village of Palm Springs also maintains policy coverages outside of the FMIT for Pollution Liability and Statutory Accidental Death & Dismemberment (AD&D).

The Pollution Liability Insurance quote received from the incumbent carrier, AIG Specialty Insurance, provided a proposal of \$3,598, a 2% increase from the currently expiring policy.

The Statutory AD&D Insurance quote received from the incumbent carrier, National Union Fire Insurance Co., An AIG Co., has provided a proposal of \$2,237, a 6% increase versus the currently expiring policy.

SUMMARY

Insurance market trends and recent renewal premiums showing significant increases to certain public-sector insurance coverages, specifically, Public Officials Liability, Employment Practices Liability and state mandated increases to Workers' Compensation, Gehring Group was able to successfully negotiate with the FMIT, on behalf of the Village of Palm Springs with regard to its FY 2017/2018 insurance package, reducing the initial renewal proposal of an 11.5% increase. As a result of willingness of the incumbent carrier to reduce its premium proposal to the Village of Palm Springs, despite the state required increases, Gehring Group recommends that the Village of Palm Springs renew its Property, Inland Marine, General Liability, Automobile, Workers' Compensation and Crime coverage's with the FMIT for the package and renew its Pollution Liability and Statutory AD&D policies with AIG Specialty and National Union Fire Ins. Co., for a combined overall premium of \$603,304. This recommendation represents a total net premium increase to the Village of \$42,761 or 7.6%.

RETURN OF PREMIUM CREDIT

The renewal proposal from the Florida Municipal Insurance Trust also includes a minimum Return of Premium (ROP) credit in the amount of \$14,992, based on Property insurance premiums paid in the fiscal year 2015/2016. The premium credit is offered to all current members, in good standing, who elect to renew their coverages with the FMIT for FY 2017.

Village of Palm Springs
Property, Casualty & Workers' Compensation
Executive Summary
Effective Date: October 1, 2017

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RETURN OF PREMIUM CREDIT

The renewal proposal from the Florida Municipal Insurance Trust also includes a minimum Return of Premium (ROP) credit in the amount of \$14,992, based on Property insurance premiums paid in the fiscal year 2015/2016. The premium credit is offered to all current members, in good standing, who elect to renew their coverages with the FMIT for FY 2017.

Sec. 58-2. - Exempt purchases.

The following goods and/or services are approved as exempt purchases when they are included in the adopted annual budget. Exempt purchases are exempt from the competitive selection purchase requirements set forth in this Purchasing Code.

- (1) Utilities—water, sewer, electrical, telephone, solid waste disposal fees and any other utility service where competition is not available.
- (2) Postage and postage meter permits.
- (3) Recording fees.
- (4) Pension Benefit payments.
- (5) Debt Service payments.
- (6) Unemployment Compensation.
- (7) Tax withholding payments (FICA, Medicare, Federal Tax Withholding).
- (8) Payroll deduction liability payments - including but not limited to - voluntary insurance policies, credit union deductions, Section 457 (deferred compensation) contributions, Roth IRA contributions, union dues, flex medical and flex dependent contributions, and garnishments (IRS, child support, court orders).
- (9) Pension Plan contributions.
- (10) Memberships, dues, subscriptions, publications.
- (11) Advertisements for legal, promotional or informative matters.
- (12) Abstracts of titles or appraisals for real property.
- (13) Court reporting services.
- (14) Expert witnesses.
- (15) Bank analysis fees.
- (16) Merchant fees (credit card processing charges).
- (17) Job related seminars, training and related travel and per diem expenses.
- (18) Tuition reimbursements in accordance with village employment regulations.
- (19) Safety shoe reimbursements.
- (20) Vehicle tag, title and registration fees.
- (21) Licensed computer software and services where competition is not reasonably available.
- (22) Licensed computer software maintenance renewals.
- (23) Authorized payment of donations or scholarships.
- (24) Decorating contest awards.
- (25) Payments to recreational contractual services such as umpires, referees and assignor fees.
- (26) Payments to service providers needed to maintain village operations such as plumbers, electricians, temporary employment services, computer consultants or air conditioning repair services. (This does not include the replacement of capital equipment).
- (27) Goods and/or services provided by governmental agencies.
- (28) Services required by proprietary ownership such as FPL, FEC and CSX and original equipment manufacturers (OEMs).

(29) Payments for casualty and property insurance after approval of contract by village council.

(30) Payments for life, health and dental insurance after approval of contract by village council.

(31) Petty cash reimbursements.

(32) Professional services as described below.

(Ord. No. 2013-37, § 3, 1-9-2014)



Village of Palm Springs

Executive Brief

AGENDA DATE: August 10, 2017

DEPARTMENT: Public Service

ITEM #3: Approve Proposal for Roadway Asphalt Milling & Resurfacing - FY 2017 Repaving - Piggyback - Public Service Department (FY 2017 Budget Funded)

SUMMARY: The Public Service Department is recommending that thirty-one (31) roadway segments throughout the Village be milled and resurfaced based on visual inspection and rating by staff (See attached map and list). These roadways are currently paved; however, they maintain significant pavement deterioration and are recommended to be milled and resurfaced to extend their service life.

To ensure the lowest possible price, staff recommends utilizing the previously approved piggyback contract with Ranger Construction Industries, Inc. (Resolution 2016-01 – January 14, 2016). The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Funding for these proposed eleven (11) roadway projects totals \$644,573 and is expected to be provided from funding within the current the FY 2017 Budget. Currently, \$200,000 has been previously approved to support this work and a budget amendment will be requested at a later date to transfer the remaining funds (\$444,573) into the General Fund - Public Works Division to support these projects.

The eleven (11) project proposals were prepared by Ranger Construction Industries, Inc. and reviewed by the Public Service Director, the Assistant Public Service Director/Engineer, the Finance Director and the Village Attorney.

The Village has worked with the proposed vendor previously and has received excellent service and a quality product.

FISCAL IMPACT:

Funds to support these proposed roadway projects are available with the FY 2017 General Fund Budget. If approved, additional funding (\$444,573) will be combined with previously approved funds (\$200,000) to support these eleven (11) projects will be transferred to the General Fund - Public Works Division within an upcoming budget amendment. The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

ATTACHMENTS:

1. Village of Palm Springs - Current Agreement with Ranger Construction Industries, Inc.
2. Village of Wellington & Ranger Construction Industries, Inc. - Approval to Piggyback
3. FY 2017 Road Milling and Resurfacing Maps
4. Ranger Construction Industries, Inc. - Proposal
5. Village of Wellington - Annual Asphalt Milling & Resurfacing (ITB No. 009-15/DZ), and Contract Award
6. Village of Wellington's Agreement with Ranger Construction Industries, Inc.
7. E-mail from Village Attorney Confirming Ability to Piggyback Projects

AGREEMENT FOR ASPHALT MILLING & RESURFACING SERVICES

This Agreement for Asphalt Milling & Resurfacing Services ("Agreement" hereafter) is made as of the 14th day of January, 2016, by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33461-1699, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and **Ranger Construction Industries, Inc.**, 101 Sansbury Way, West Palm Beach, FL 33411 a company authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to provide the VILLAGE with asphalt milling and resurfacing services; and,

WHEREAS, the Village of Wellington through its competitive selection process awarded an annual asphalt milling & resurfacing contract (ITB No. 009-15DZ, hereinafter referred to as the "Wellington Contract") to the CONTRACTOR for substantially the same asphalt milling & resurfacing services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE for the VILLAGE's asphalt milling & resurfacing services based on the pricing and terms and conditions of the Wellington Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the Wellington Contract including all terms, conditions and pricing therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Wellington Contract. The Wellington Contract with the CONTRACTOR is hereby expressly made a part of this Agreement as fully as if set forth at length herein. The VILLAGE shall have all rights, obligations and remedies authorized to the Village of Wellington under the Wellington Contract and all associated and applicable Contract Documents as defined therein.
3. CONTRACTOR's Proposal. In accordance with the terms and conditions in the Wellington Contract and pricing therein, the CONTRACTOR shall provide asphalt milling & resurfacing services as requested by the VILLAGE. Once notified by the VILLAGE of the request the CONTRACTOR shall develop a proposal for the project, based on the unit prices of the Wellington Contract. The services to be provided by the CONTRACTOR shall commence subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Wellington Contract.

4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are compromised of the following:

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits, if any);
- C. Wellington Contract (including all Contract Documents as defined therein); and,
- D. All specifications and drawings provided by the VILLAGE, if any.

The Contract Documents of this Agreement are intended to be complementary and interpreted in harmony so as to avoid conflict with the words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict or ambiguity between or among the Contract Documents of this Agreement, the Contract Documents of this Agreement shall take precedence in the following order:

- A. All written modifications and amendments hereto;
- B. This Agreement;
- C. The Wellington Contract;
- D. All specifications and drawings provided by the VILLAGE, if any.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation stated in the CONTRACTOR's proposal. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and CONTRACTOR each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.
- 6.2 CONTRACTOR shall maintain the insurance as required in Wellington Contract applicable to the services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured. Further, the CONTRACTOR shall provide the VILLAGE with a public construction bond in accordance with the Wellington Contract for the work, if required.
- 6.3 Headings and References & Exhibits: The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 6.4 Counterparts: This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.

- 6.5 Entire Contract; Amendment and Waiver: This Contract (together with the Exhibits hereto) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 6.6 Successors and Assigns: This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 6.7 Governing Law; Consent to Jurisdiction: This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 6.8 Third Party Beneficiary rights: This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 6.9 Severability: If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 6.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village Council.
- 6.11 Public Records: The CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and specifically agrees to:
- A. Keep and maintain all public records that ordinarily and necessarily would be required by the VILLAGE to keep and maintain in order to perform the services under this Contract.

- B. Provide the public with access to said public records on the same terms and conditions that the VILLAGE would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that said public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - D. Meet all requirements for retaining said public records and transfer, at no cost, to the VILLAGE all said public records in possession of the CONTRACTOR upon termination of this Contract and destroy any duplicate public records that are exempt or confidential and exempt from Chapter 119, Florida Statutes, disclosure requirements. All records stored electronically must be provided to the VILLAGE in a format that is compatible with the information technology systems of the VILLAGE.
- 6.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 6.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.
- 6.14 All notices required in this Agreement shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Agreement.
- 6.15 The VILLAGE is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the CONTRACTOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.
- 6.16. The CONTRACTOR shall indemnify, defend and hold harmless the VILLAGE its officers, agents and employees in accordance with the indemnification requirements set forth in the Wellington contract.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this Asphalt Milling & Resurfacing Services Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

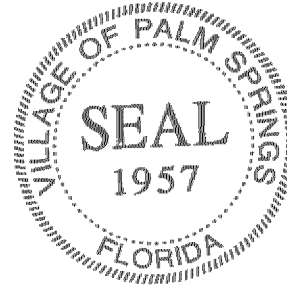
Bev Smith, Mayor

ATTEST

Jane Worth, Interim Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney



CONTRACTOR:

RANGER CONSTRUCTION INDUSTRIES, INC.

By: _____

Print Name: _____

Title: _____

[Corporate Seal]

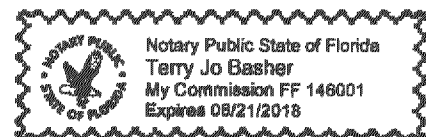
STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this 21 day of Dec, 2016 ¹⁵ by Robert Schaefer, as President of Ranger Construction Industries, Inc., a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Print Name: _____

My commission expires: _____





A GREAT HOMETOWN

Council

Bob Margolis, Mayor
John Greene, Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John T. McGovern, Councilman

Manager
Paul Schofield

December 10, 2015

Tina Stinson
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

Subject: ITB 009-15/DZ / Annual Asphalt Milling Agreement with Ranger Construction Industries, Inc.

RE: Tina Stinson E-mail dated December 9, 2015

Dear Ms. Stinson:

As requested per the referenced E-mail, please use this letter as your authorization to piggyback the subject Agreement. Your contact person with Ranger Construction in regards to the subject Agreement is Ms. Beatriz Ramirez @ bramirez@rangerconstruction.com.

If you have any further questions regarding this Agreement, please contact Danielle Zembrzuski at Dzembrzuski@wellingtonfl.gov.

Sincerely,

Ed De La Vega
Procurement Director
Village of Wellington
561-791-4055
edelavega@wellingtonfl.gov



December 2, 2015

Mr. Les Hudson
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Re: Project: Asphalt overlay Project – Village of Palm Springs

Piggy back to contract ITB No. 009-15DZ

Dear Mr. Hudson.

Ranger Construction Industries, Inc. authorizes The Village of Palm Springs to Piggy back the Annual Milling and Resurfacing Contract (ITB No.009-15/DZ) that we have active with The Village of Wellington.

Copy of the contract and unit prices are attached and will be used under the same Terms and conditions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bob Schafer', is written over a horizontal line.

Bob Schafer
President

Cc: Ponch Frank
Job File

FY 2017 Repaving

Alameda Drive, Inglewood Drive,
Palo Alto Drive, Los Altos Road,
Fontana Drive, Gulfstream Road,
San Fernando Drive, Santa Anna
Drive, San Mateo Drive

Legend



Google Earth

© 2017 Google

1000 ft



FY 2017 Road Resurfacing

Apalachee, Seminole, Muskogee

Legend



Google Earth

© 2017 Google

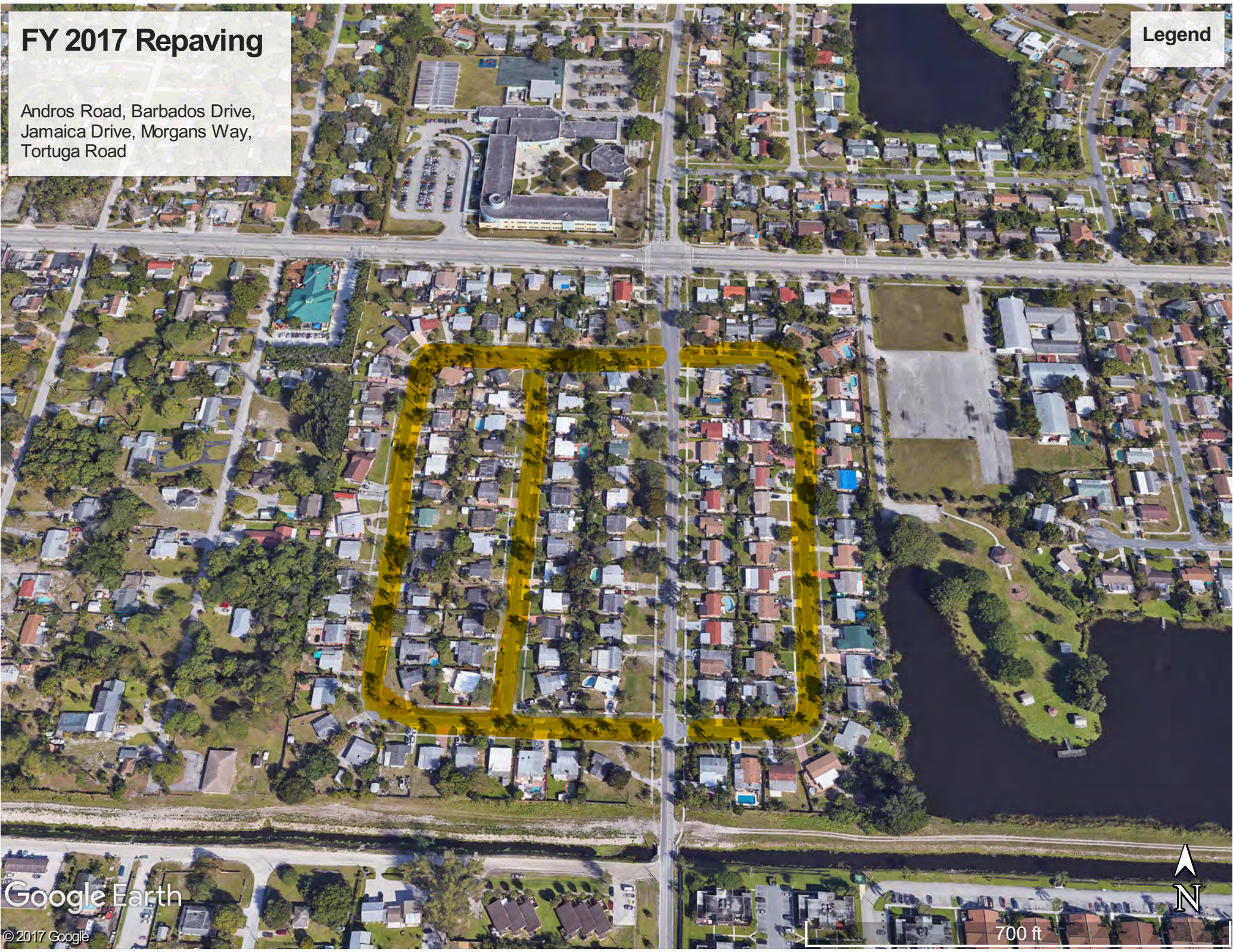


400 ft

FY 2017 Repaving

Andros Road, Barbados Drive,
Jamaica Drive, Morgans Way,
Tortuga Road

Legend



Google Earth

© 2017 Google



700 ft

FY 2017 Repaving

Russell Drive, Granada Court,
Rex Court, Henthorne Drive, Poe
Drive, Emerson Circle, Emerson
Avenue, Carol Avenue, Cayman
Drive

Legend



Google Earth

© 2017 Google

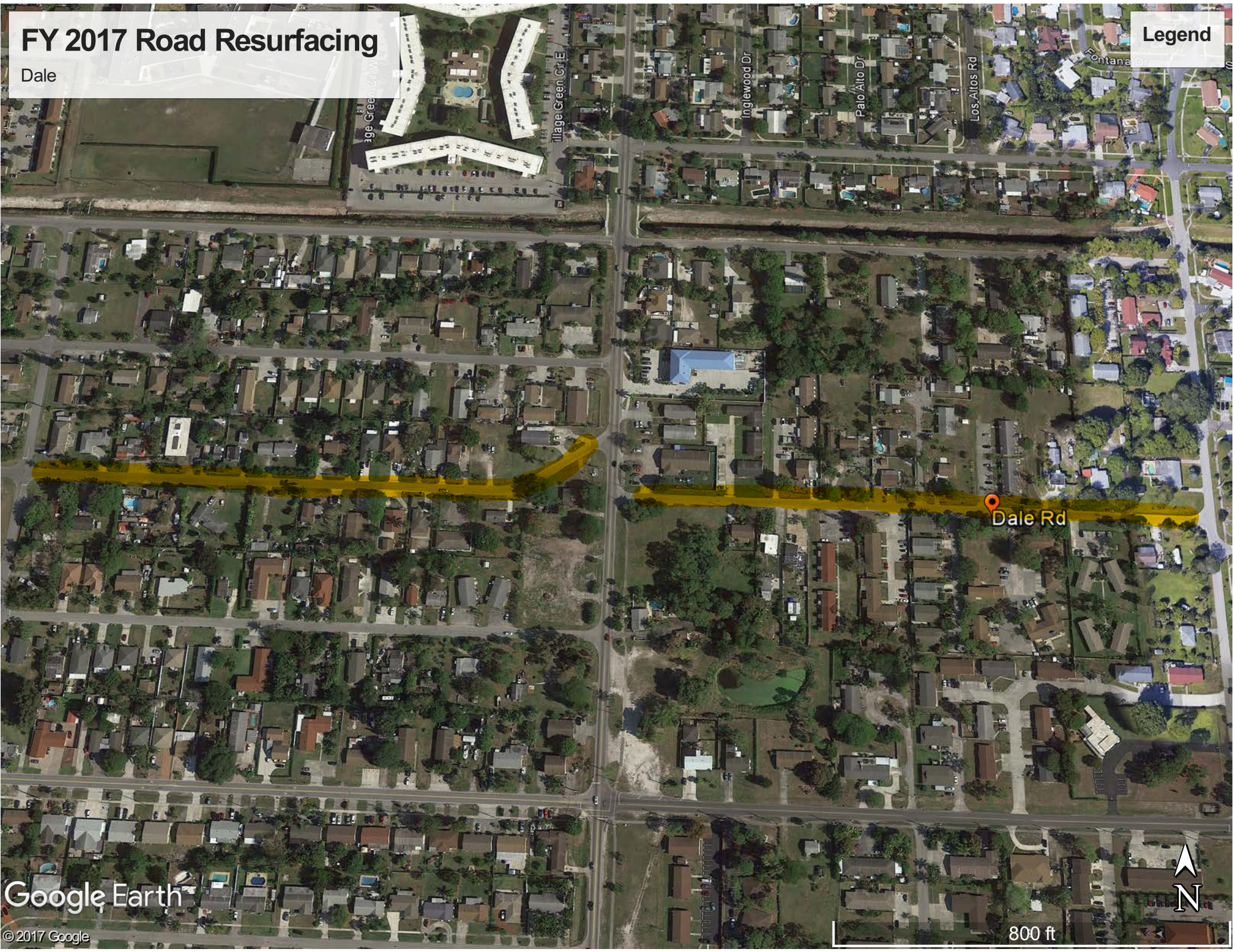


1000 ft

FY 2017 Road Resurfacing

Dale

Legend



Google Earth

© 2017 Google

FY 2017 Road Resurfacing

Elizabeth, Riedel

Legend

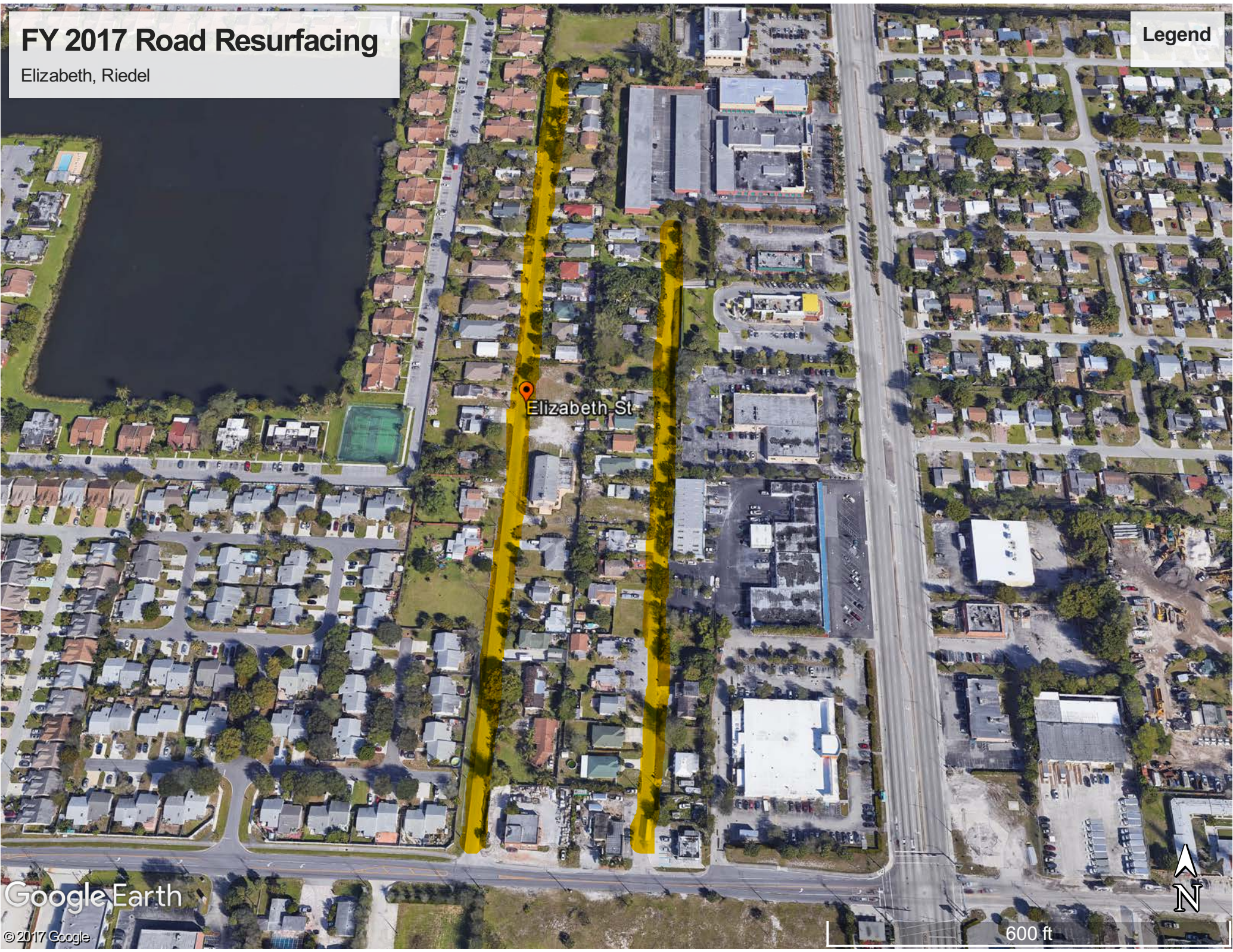
Elizabeth St



600 ft

Google Earth

© 2017 Google



FY 2017 Road Resurfacing

Forest Lane

Legend

Anna Ln

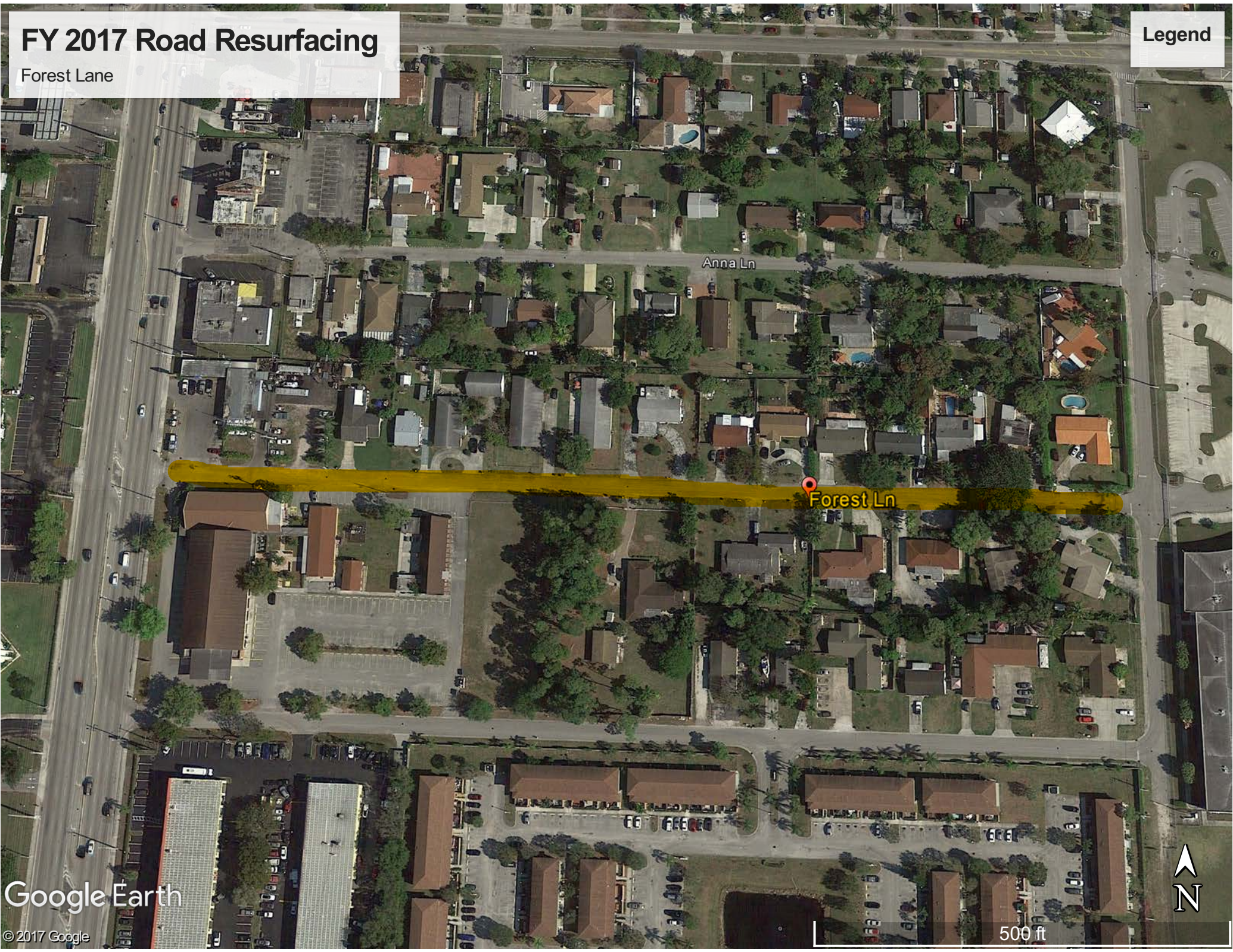
Forest Ln

N

500 ft

Google Earth

© 2017 Google



**FY 2017 Repaving
Ranger Construction Industries, Inc. Proposal Summary**

Street	From	To	Cost
Cayman Drive	Congress Avenue	10th Avenue North	\$ 42,360.00
Russell Drive	Henthorne Drive	Davis Road	\$ 145,100.00
Granada Court	Henthorne Drive	Dead End	
Rex Court	Henthorne Drive	Dead End	
Henthorne Drive	10th Avenue North	Greenbrier Drive	
Poe Drive	Rex Court	Greenbrier Drive	
Carol Avenue	Henthorne Drive	Congress Avenue	
Emerson Circle	Greenbrier Drive	Henthorne Drive	
Emerson Avenue	Henthorne Drive	Congress Avenue	
Dale Road	Kirk Road	Donald Road	\$ 43,629.50
Dale Road	Kirk Road	Gulfstream Road	
Apalachee Road	Prairie Road	Congress Avenue	\$ 47,860.00
Muskogee Road	Forest Hill Boulevard	Apalachee Road	
Seminole Road	Prairie Road	Choctaw Road	
Forest Lane	Donald Road	Military Trail	\$ 38,860.00
Gulfstream Road	Alemeda Drive	Canal 9	\$ 42,360.00
Alemeda Drive	Kirk Road	Dolan Road	\$ 49,207.50
Inglewood Drive	Cypress Lane	Kirk Road	\$ 96,460.00
Los Altos Road	Cypress Lane	Alemeda Drive	
Fontana Drive	Gulfstream Road	Alemeda Drive	
Palo Alto Drive	Cypress Lane	Alemeda Drive	
San Fernando Drive	Gulfstream Road	Alemeda Drive	
San Mateo Drive	Cypress Lane	Alemeda Drive	
Santa Anna Drive	Cypress Lane	Alemeda Drive	
Elizabeth Street	2nd Avenue North	Dead End	\$ 47,800.00
Riedel Avenue	2nd Avenue North	Dead End	\$ 36,280.00
Andros Road	Davis Road	Davis Road	\$ 54,656.00
Barbados Drive	Morgans Way	Jamaica Drive	
Jamaica Drive	Davis Road	Barbados Drive	
Morgans Way	Davis Road	Barbados Drive	
Tortuga Road	Jamaica Drive	Morgans Way	
TOTAL			\$ 644,573.00



Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 06-Jul-17
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 915-2077
Contact: Les Hudson	Fax: (561) 965-6508
	Job Name: Dale Road (Kirk to Donald Road and Kirk to Gulfstream)
	Job Location: Village of Palm Springs
	Prop. Owned By:

DALE ROAD (KIRK TO DONALD ROAD AND KIRK TO GULFSTREAM)

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
20	ACSC Type S-III (>300 Ton)	359.00	TN	\$94.00	\$33,746.00
1	Mill existing asphalt pvmt. 1"	5,990.00	SY	\$1.65	\$9,883.50
				TOTAL	\$43,629.50

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract ITB#009-15/DZ (Village of Wellington)
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (5,990 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
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Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 06-Jul-17
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 915-2077
Contact: Les Hudson	Fax: (561) 965-6508
	Job Name: Cayman Dr. (From Congress to 10th. Avenue)
	Job Location: Village of Palm Springs
	Prop. Owned By:

CAYMAN DRIVE (From Congress Ave. to 10th. Avenue North)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
19	ACSC Type S-III (<300 Ton)	210.00	TN	\$160.00	\$33,600.00
4	Mill existing asph.pavmt(<5,000 SY)	1.00	1/2 D	\$7,000.00	\$7,000.00
5	Portable milling machine	8.00	HR	\$220.00	\$1,760.00
				TOTAL	\$42,360.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract ITB#009-15/DZ (Village of Wellington)
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (3,500 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
--	---



Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 06-Jul-17
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 915-2077
Contact: Les Hudson	Fax: (561) 965-6508
	Job Name: Apalachee, Muskogee, Seminole
	Job Location: Village of Palm Springs
	Prop. Owned By:

APALACHE (From Prairie Road to Congress Ave)

MUSKOGEE ROAD (Forest Hill to Apalachee Rd)

SEMINOLE ROAD (Prairie Road to Choctaw Rd)

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
20	ACSC Type S-III (>300 Ton)	394.00	TN	\$94.00	\$37,036.00
1	Mill existing asphalt pvmt. 1"	6,560.00	SY	\$1.65	\$10,824.00
TOTAL					\$47,860.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract ITB#009-15/DZ (Village of Wellington)
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (6,560 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title <u>Beatriz Ramirez, Estimator</u>
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Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 06-Jul-17
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 915-2077
Contact: Les Hudson	Fax: (561) 965-6508
	Job Name: Forest Lane (From Donald Road to Military Trail)
	Job Location: Village of Palm Springs
	Prop. Owned By:

FOREST LANE (From Donald Road to Military Trail)

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
19	ACSC Type S-III (<300 Ton)	187.00	TN	\$160.00	\$29,920.00
4	Mill existing asph.pavmt(<5,000 SY)	1.00	1/2 D	\$7,000.00	\$7,000.00
5	Portable milling machine	8.00	HR	\$220.00	\$1,760.00
TOTAL					\$38,680.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract ITB#009-15/DZ (Village of Wellington)
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (3,120 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
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Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 06-Jul-17
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 915-2077
Contact: Les Hudson	Fax: (561) 965-6508
	Job Name: Elizabeth Street (2nd. Ave. to dead end)
	Job Location: Village of Palm Springs
	Prop. Owned By:

ELIZABETH STREET (2nd. Ave. to dead end)

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
19	ACSC Type S-III (<300 Ton)	244.00	TN	\$160.00	\$39,040.00
4	Mill existing asph.pavmt(<5,000 SY)	1.00	1/2 D	\$7,000.00	\$7,000.00
5	Portable milling machine	8.00	HR	\$220.00	\$1,760.00
TOTAL					\$47,800.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract ITB#009-15/DZ (Village of Wellington)
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (4,060 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title Beatriz Ramirez, Estimator
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Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 06-Jul-17
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 915-2077
Contact: Les Hudson	Fax: (561) 965-6508
	Job Name: Riedel Ave (2nd. Ave. to dead end)
	Job Location: Village of Palm Springs
	Prop. Owned By:

RIEDEL AVE (2nd. Ave. to dead end)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
19	ACSC Type S-III (<300 Ton)	172.00	TN	\$160.00	\$27,520.00
4	Mill existing asph.pavmt(<5,000 SY)	1.00	1/2 D	\$7,000.00	\$7,000.00
5	Portable milling machine	8.00	HR	\$220.00	\$1,760.00
TOTAL					\$36,280.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract ITB#009-15/DZ (Village of Wellington)
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (2860 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title <u>Beatriz Ramirez, Estimator</u>
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Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 20-Jul-17
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 915-2077
Contact: Les Hudson	Fax: (561) 965-6508
	Job Name: Palo Alto, Inglewood, Los Altos, San Fernando, Fontana, San Mateo, Sta Ar
	Job Location: Village of Palm Springs
	Prop. Owned By:

**PALO ALTO, INGLEWOOD, LOS ALTOS, SAN FERNANDO, FONTANA, SAN MATEO
SANTA ANNA**

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
20	ACSC Type S-III (>300 Ton)	970.00	TN	\$94.00	\$91,180.00
5	Portable milling machine (for Tie-ins)	24.00	HR	\$220.00	\$5,280.00
6	Manhole adjustment	TBD	EA	\$180.00	TBD
				TOTAL	\$96,460.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract ITB#009-15/DZ (Village of Wellington)
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (16,158 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title <u>Beatriz Ramirez, Estimator</u>
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Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 20-Jul-17
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 915-2077
Contact: Les Hudson	Fax: (561) 965-6508
	Job Name: Russell, Granada Ct., Rex, Henthorne Poe, Emerson Ave
	Job Location: Village of Palm Springs
	Prop. Owned By:

**RUSSELL, GRANADA CT., REX CT, HENTHORNE, POE DR, EMERSON AVE
EMERSON CIRCLE, CAROL AVENUE**

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
20	ACSC Type S-III (>300 Ton)	1,450.00	TN	\$94.00	\$136,300.00
5	Portable milling machine (for Tie-ins)	40.00	HR	\$220.00	\$8,800.00
6	Manhole adjustment	TBD	EA	\$180.00	TBD
				TOTAL	\$145,100.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract ITB#009-15/DZ (Village of Wellington)
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (21,364 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title <u>Beatriz Ramirez, Estimator</u>
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Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 20-Jul-17
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 915-2077
Contact: Les Hudson	Fax: (561) 965-6508
	Job Name: Andros, Barbados, Jamaica, Morgan Tortuga
	Job Location: Village of Palm Springs
	Prop. Owned By:

ANDROS, BARBADOS, JAMAICA, MORGAN, TORTUGA

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
20	ACSC Type S-III (>300 Ton)	544.00	TN	\$94.00	\$51,136.00
5	Portable milling machine (for Tie-ins)	16.00	HR	\$220.00	\$3,520.00
6	Manhole adjustment	TBD	EA	\$180.00	TBD
				TOTAL	\$54,656.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract ITB#009-15/DZ (Village of Wellington)
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (9,067 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title <u>Beatriz Ramirez, Estimator</u>
---	--



Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 22-Jun-17
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 915-2077
Contact: Les Hudson	Fax: (561) 965-6508
	Job Name: Alameda from Kirk Rd. to Davis Road
	Job Location: Village of Palm Springs
	Prop. Owned By:

ALEMEDA FROM KIRK RD. TO DAVIS RD.

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
20	ACSC Type S-III (>300 Ton)	405.00	TN	\$94.00	\$38,070.00
1	Mill existing asphalt pvmt. 1"	6,750.00	SY	\$1.65	\$11,137.50
				TOTAL	\$49,207.50

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract ITB#009-15/DZ (Village of Wellington)
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (6,750 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title <u>Beatriz Ramirez, Estimator</u>
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Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To: Village of Palm Springs	Date: 22-Jun-17
Address: 226 Cypress Lane Palm Springs, FL 33461	Phone: (561) 915-2077
Contact: Les Hudson	Fax: (561) 965-6508
	Job Name: Gulfstream from Alemeda to Cypress
	Job Location: Village of Palm Springs
	Prop. Owned By:

GULFSTREAM (From Alemeda to Cypress)

<u>ITEM No.</u>	<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>EXTENSION</u>
19	ACSC Type S-III (<300 Ton)	210.00	TN	\$160.00	\$33,600.00
4	Mill existing asph.pavmt(<5,000 SY)	1.00	1/2 D	\$7,000.00	\$7,000.00
5	Portable milling machine	8.00	HR	\$220.00	\$1,760.00
				TOTAL	\$42,360.00

Special Note(s):

- 1) Asphalt prices based on Annual Asphalt milling and resurfacing contract ITB#009-15/DZ (Village of Wellington)
- 2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
- 3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (3,500 SY)
- 4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. Buyer _____ Signature _____ Date Accepted _____	CONFIRMED: Ranger Construction Industries, Inc. Authorized Signature _____ Name & Title <u>Beatriz Ramirez, Estimator</u>
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ADVERTISEMENT/INVITATION TO BID

The Wellington Council is accepting sealed bids for ITB 009-15/DZ Annual Asphalt Milling and Resurfacing Contract.

All Bids must be received, one (1) original and one (1) PDF Copy (CD) at the address below in the Clerk's Office, no later than **July 8, 2015 at 2:00pm Local Time**, at which time all Bids will be publicly opened and read. Receipt of a response by any Wellington Office, Receptionist, or personnel other than the Clerk's Office does not constitute "receipt" as required by this solicitation. The Clerk's Office time stamp shall be conclusive as to the timeliness of receipt.

The Owner for the Project is Wellington, Florida, ("Owner").

Bid Documents may be downloaded online at www.demandstar.com or www.wellingtonfl.gov starting on **June 8, 2015**.

No bid may be withdrawn for a period of 120 days after the posting of the recommended award or as otherwise provided in Instructions to Bidders.

Payment and performance bonds shall be required for each project over \$200,000 awarded from Section A, guaranteeing to the Owner the completion and performance of the project covered in this Agreement, as well as full payment of all suppliers, material, laborers, or Subcontractors employed pursuant to this Project. The bonds shall be furnished prior to issuance of the Purchase Order for the project and shall remain in effect until the project is complete.

All Bids shall be sealed when submitted and be delivered or mailed to:

**Wellington
Clerk's Office
12300 Forest Hill Boulevard
Wellington, FL 33414**

ENVELOPE MUST BE IDENTIFIED AS SEALED BID #009-15/DZ

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause, to waive technicalities, irregularities or informalities, or to accept bids which in its judgment best serve the Owner.

Any and all questions regarding this solicitation shall be directed to the Wellington Purchasing Division: **Attn: Danielle Zembrzuski, 12300 Forest Hill Boulevard, Wellington, Florida 33414; Ph 561-791-4107 or email: dzembrzuski@wellingtonfl.gov.**

Palm Beach Post Advertisement: June 7, 2015

BID ACKNOWLEDGEMENT COVER PAGE

SUBMIT BIDS TO:
Wellington
Attn: Clerk's Office
12300 Forest Hill Blvd
Wellington, FL 33414

REFER ALL INQUIRIES TO PRIMARY CONTACT:
Purchasing Division
12300 Forest Hill Blvd
Wellington, FL 33414
Ph: (561) 791-4107 Fax: (561) 904-5817

Wellington
INVITATION TO BID

BID TITLE:
Annual Milling and Resurfacing Contract

BID NO:
009-15/DZ

NAME OF FIRM, ENTITY, or ORGANIZATION:

NAME OF CONTACT PERSON

VENDOR MAILING ADDRESS:

CITY:

ZIP:

STATE:

TITLE

VENDOR HEADQUARTERS ADDRESS (IF DIFFERENT):

CITY:

ZIP:

STATE:

PHONE NUMBER:

FEDERAL EMPLOYER IDENTIFICATION NUMBER (EIN):

EMAIL ADDRESS:

STATE OF FLORIDA BUSINESS LICENSE NUMBER (IF APPLICABLE)

FAX NUMBER:

ORGANIZATIONAL STRUCTURE (Please Check One):

Corporation ☐

Partnership ☐

PROPRIETORSHIP ☐

Joint Venture ☐

Other ☐

If Corporation, please provide the following:

(A)

State or Country of Incorporation:

Month / Day / Year

Date of Incorporation: _____ (B)

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of this bid and certify that I am authorized to sign this bid for the bidder and that the bidder is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements.

AUTHORIZED SIGNATURE (MANUAL)

AUTHORIZED SIGNATURE (PRINT OR TYPED)

TITLE (PRINT OR TYPED)

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INSTRUCTIONS TO BIDDERS

INTENT: The intent of solicitation is to secure a pavement contractor(s) for Wellington's Annual Milling and Resurfacing Program. The work generally consists of three (3) activities: 1) Section A – Asphalt Milling and Resurfacing and 2) Section B – Pathway Resurfacing and 3) Section C – Seal Coating. Contractor shall provide all labor, equipment, tools and materials to complete the work. Contractor shall be responsible for removal and disposal of existing pavement, supply and delivery of new materials, maintenance of traffic, and coordination of activities and miscellaneous activities required to provide a for a complete, turnkey finished product. In order to meet the needs of various departments and the best interest of the Village of Wellingtons, awards may be made to multiple qualified vendors. The selected awardee(s) shall be bound by all terms, conditions, and requirements in these documents and is hereby placed on notice that acceptance of this bid by Wellington shall constitute a binding contract. Bidders may submit proposals for one, two or three sections of the Schedule of Values for which they are licensed and qualified. Bidders shall submit pricing on all line items in each section they choose to bid on. The term of the contract shall be for three (3) years from date of award, and by mutual agreement between the Village and the awardee(s), be renewable for two additional one year periods.

ARTICLE 1. DEFINED TERMS.

- 1.1 The term "Bidder" means one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder. The term "Successful Bidder" means the qualified, responsible and responsive Bidder to whom Owner (on the basis of Owner's evaluation as hereinafter provided) makes an award. The term "Bidding Documents" includes the Advertisement or Invitation to Bid, Instructions to Bidders, the Bid Form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
- 1.2 Wellington objects to and shall not consider any additional terms or conditions submitted by a Bidder, including any appearing in documents attached as part of any response. In submitting its response, the Bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with the solicitation requirements, specifications, terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a bid or response.

ARTICLE 2. COPIES OF BIDDING DOCUMENTS.

Bidder shall submit one original and one PDF (CD) copy of the following bid to be considered.

- 2.1 Complete sets of the Bidding Documents in the number and for the cost, if any, stated in the Advertisement or Invitation to Bid may be obtained from the Wellington Purchasing Division or downloaded from www.DemandStar.com.
- 2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.
- 2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.
- 2.4 AutoCad files and/or raw data will not be provided for use in preparing Bids.

ARTICLE 3. QUALIFICATIONS OF BIDDERS.

- 3.1 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit written evidence such as financial data, previous experience, present commitments, and such other data as may be called for below:
 - A. Bidder shall have been in business and have a minimum of 3 years experience in providing the services specified under this solicitation. Bidder shall be properly licensed for the work to be performed under this solicitation.
 - B. References from a minimum of three (3) other project owners for comparable projects within the past 3 years.
 - C. The Owner reserves the right to request a Bidder under consideration for award to furnish a confidential certified financial statement, current within the past quarter, which must be a complete report of the financial

resources and liabilities or as otherwise requested by the Owner. Regardless of the foregoing, such information will be subject to F.S. 119.01, *et seq.*

3.2 Competency Requirements. Bids will be considered only from firms which are regularly engaged in the business of providing the contracting services as described in this Invitation to Bid and who can produce evidence that they have established a satisfactory record of performance for a reasonable period of time; have sufficient financial support, sufficient personnel, equipment and organization to insure that they can satisfactorily perform the construction of the project if awarded a Contract under the terms and conditions herein stated. The term "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practices in the industry and as determined by the proper authorities of the Owner. Pre-award inspection of the Bidder's facility may be made prior to award of Contract.

ARTICLE 4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE.

4.1 Subsurface and Physical Conditions

A. Reports and drawings, if any, will be attached to the Contract Documents. Such reports and drawings may include:

- (1) Those reports known to Owner of explorations and tests of subsurface conditions at or contiguous to the Site.
- (2) Those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

B. Copies of reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents. Unless otherwise set forth in the Supplementary Conditions, there is no "technical data" in any of the reports and drawings that may be relied upon by the Contractor. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.2 Underground Facilities

Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or contiguous to the Site is based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner or others.

4.3 Hazardous Environmental

- A. Reports and drawings known to Owner relating to a Hazardous Environmental Condition identified at the Site, if any, will be attached to the Contract Documents.
- B. Copies of reports and drawings will be made available by Owner to any Bidder on request. Those reports and drawings are not part of the Contract Documents. Unless otherwise set forth in the Supplementary Conditions, there is no "technical data" in any of the reports and drawings that may be relied upon by the Contractor. Bidder is responsible for any interpretation or conclusion Bidder draws from any "technical data" or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

4.4 Costs for such documents will be based on current rates for reproduction and will not be eligible for any refund.

4.5 On request in advance, Owner will provide each Bidder access to the site to conduct such examinations, investigations, explorations, tests and studies as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up, and restore the site to its former condition upon completion of such activities. Bidder shall comply with all applicable Laws and Regulations relative to excavation and utility locates.

4.6 It is the responsibility of each Bidder before submitting a Bid, to:

- A. Examine and carefully study the Bidding Documents thoroughly and other related data identified in the Bidding Documents;
- B. Visit the site to become familiar with and satisfy Bidder as to the general, local and Site conditions that may affect cost, progress, performance or furnishing of the Work;
- C. Become familiar with and satisfy Bidder as to all federal, state and local Laws, rules, regulations, codes, ordinances, directives and guidelines that may affect cost, progress, performance or furnishing of the Work;
- D. Carefully study all identified reports, tests and drawings related to surface, subsurface and physical conditions and Hazardous Environmental Conditions, if any;
- E. Consider the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the site; the Bidding Documents; and the identified Site-related reports and drawings, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents;
- F. Agree at the time of submitting its Bid that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;
- G. Become aware of the general nature of the work to be performed by Owner and others, if any, at the Site that relates to the Work;
- H. Promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder; and
- I. Determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work.

4.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 4, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities, and discrepancies that Bidder has discovered in the Bidding Documents and the written resolutions thereof by Engineer are acceptable to Bidder, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 5. PREBID MEETING

5.1 A pre-bid meeting will not be held for this bid.

ARTICLE 6. SITE AND OTHER AREAS.

6.1 Identified Sites will be throughout City limits is identified in the Bidding Document. Easements for permanent structures or permanent changes in existing facilities are to be obtained and paid for by Owner unless otherwise provided in the Bidding Documents. All additional lands and access thereto required for temporary construction facilities, construction equipment, or storage of materials and equipment to be incorporated in the Work are to be obtained and paid for by Contractor.

ARTICLE 7. INTERPRETATIONS AND ADDENDA.

7.1 All questions about the meaning or intent of the Contract Documents are to be directed, in writing, to the Owner attention to the Purchasing Department as provided in the advertisement/Invitation to Bid (unless another issuing office is designated in the advertisement/Invitation to Bid). Interpretations or clarifications considered necessary by the Engineer in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by issuing office as having received the Bidding Documents. Questions received less than 10 days prior to the date set for the opening of bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Submission of a Bid constitutes acknowledgment by the Bidder of the receipt of Addenda. All Addenda are a part of the Bid documents and each Bidder will be bound by such Addenda, whether or not received by him. It is the responsibility of each Bidder to verify that he has received all Addenda issued before Bids are opened.

7.3 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or the Engineer.

ARTICLE 8. BID SECURITY.

8.1 A bid surety will not be required for this bid.

ARTICLE 9. CONTRACT TIME AND TERM.

9.1 A Notice to Proceed will be issued and will include the project start date, substantial completion date and final completion date. Any project not completed by the agreed dates shall be subject to liquidated damages. Contractor shall advise the Village of adverse weather conditions (rain days) with 48 hours that affect work schedule and adjustments shall be made, if warranted.

9.2 The term of the contract shall be for three (3) years from date of award, and by mutual agreement between the Village and the awardee(s), be renewable for two additional one year periods. The Village reserves the right to exercise the option to renew annually (subject to the appropriation of funds), not to exceed a maximum of five (5) years renewals.

9.3 Annual renewals will be based upon mutual agreement between the Village and vendor, and by incorporating the same terms and conditions. Renewals will be by a written notice from the Village, and acceptance by the awarded vendor(s). The written notice will generally be provided about ninety (90) days prior to the contract expiration date. The pricing submitted for the initial period of the contract will remain fixed. There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract.

ARTICLE 10. LIQUIDATED DAMAGES.

10.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

ARTICLE 11. MATERIALS; SUBSTITUTE OR "EQUIVALENT".

11.1 All materials supplied by the Contractor under the provisions of this Bid shall be new materials of the kind and character called for in the plans and Specifications. Defective equipment or material damages in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the Owner. All materials and equipment to be furnished under this Bid shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

11.2 The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, written application for such acceptance must be received by Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.

ARTICLE 12. SUBCONTRACTORS, SUPPLIERS AND OTHERS.

12.1 If the Bid Form or Specifications require (or if Owner requests after Bids are received) the identity of certain Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening (or seven days after request by Owner) submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualifications for each Subcontractor, Supplier, person or organization if requested by Owner. Subcontractors shall be required to meet the Competency of Bidder and References requirements set forth in the General Information section of the Contract Documents. If Owner or Engineer after due investigation has reasonable objection to any proposed Subcontractor, Supplier, or other person or organization, either may, before the Notice of Award is given, request the apparent Successful Bidder to submit an acceptable substitute without an increase in Bid price.

12.2 If apparent Successful Bidder declines to make any such substitution, Owner may award the contract to the next Bidder that proposes to use acceptable Subcontractors, Suppliers and other persons and organizations. Declining to make requested substitutions will not constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, other person or organization listed and to whom Owner or Engineer does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and the Engineer subject to revocation of such acceptance after the Effective Date of the Agreement. All subcontractors, suppliers and other persons and organizations proposed for those portions of the work shall be properly licensed to perform such work.

12.3 No Contractor shall be required to employ any Subcontractor, Supplier, other person, or organization against whom Contractor has reasonable objection.

ARTICLE 13. PREPARATION OF BID AND BID FORM.

13.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from the Owner (or the issuing office). Bid submittals must be made on the blank forms provided herein. All blank spaces in the Bid form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of or in the items mentioned in the Bid form.

13.2 All blanks on the Bid Form must be completed in ink or by typewriter.

13.3 Each bid form shall specify a unit price written in figures for each of the separate items as called for, except when the Bid calls for a lump sum. Lump sum Bids shall be shown in figures.

13.4 Any Bid submittal which does not contain prices set opposite each of the items for which there is a blank space will be cause for rejection. Any items not bid upon shall be indicated "NO BID" in place of the price. Any Bid which in any manner fails to conform to the conditions of the published notice will be cause for rejection.

13.5 In the event of an extension error, the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total offer will be corrected accordingly. If there is a conflict, words take precedence over figures. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.6 Bids by corporations or such entities such as, but not limited to a Limited Liability Company must be executed in the corporate name by the president, vice-president or manager (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary, if applicable. The corporate address and state of incorporation must be shown below the signature.

13.7 Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. Bids by Limited Liability Companies must be executed in accordance with their corporate documents. Bids by an individual must be signed by the individual and include the primary mailing address of the individual.

13.8 All names must be typed or printed below the signature. Bids must be signed in ink by the Bidder with the signature in full.

13.9 The Bid shall contain an acknowledgement of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

13.10 The address and telephone number for communications regarding the Bid must be shown.

13.11 Bids that contain any omission, erasure, alteration, addition, or item not called for, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of a Bid.

13.12 If a Bidder wishes to change unit prices prior to Bid submission, they shall strike the unit price and add the changes in the appropriate space. Changes shall be initialed by the person submitting the Bid. Any changes or alteration of unit prices in the Bid shall be initialed. Failure to initial these changes or illegible entries of corrections or unit prices may be cause for the rejection of the Bid as informal or irregular.

ARTICLE 14. VARIANCES.

14.1 The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the Specifications for the Contract being bid. For purposes of Bid evaluation, Bidder must indicate any variances to the Contract Documents, including but not limited to, Specifications, terms and conditions, no matter how slight. If variations are not stated in the Bid, it shall be construed that the Bid fully complies with the Bidding Documents, including but not limited to, Specifications, terms and conditions as given herein.

ARTICLE 15. VENDOR SERVICE REPRESENTATIVE.

15.1 The Bidder must submit with its Bid the name, address and phone number of the person(s) to be contacted for the placement of an order and coordination of service. A contact for regular work-hours and after-hours, weekends, and holidays must be submitted with the Bid.

ARTICLE 16. SUBMISSION OF BIDS.

16.1 Bids shall be submitted no later than at the date and time prescribed and at the place indicated in the Advertisement /Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Bid Number (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation **009-15/DZ Annual Asphalt Milling and Resurfacing Contract to be opened 2:00pm local time, July 8, 2015** on the face of it.

16.2 It is the sole responsibility of the Bidder to ensure that the Bid reaches the Clerk's Office on or before the closing date and time. The Owner shall in no way be responsible for delays caused by any occurrence or excuse. Offers by telephone, telegram or facsimile will not be accepted. The Bid time shall be scrupulously observed. Under no circumstances shall Bids delivered after the date and time specified be considered. Such Bids will be returned unopened to the Bidder.

16.3 All Bids must be submitted with one (1) original and one PDF (CD) copy.

16.4 The submission of a Bid shall constitute an incontrovertible representation by the Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey a clear understanding of all terms and conditions for performance.

16.5 Failure to provide the required documentation and information with the Bid submitted shall make the Bidder nonresponsive unless the Owner, in its sole discretion and in the best interests of the Owner, determines the acceptability of the materials and value engineering offered through documentation and information available within Wellington as of the date and time of the Bid opening.

16.6 Neither the Village of Wellington nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this ITB.

ARTICLE 17. MODIFICATION AND WITHDRAWAL OF BIDS.

17.1 The modification or withdrawal of bids/proposals/replies is permitted at any time before opening, but only upon written request by an authorized representative of the bidder/proposer/respondent. A request for withdrawal and modification must be in writing and signed by a person duly authorized to do so, and in a case where signed by a deputy or subordinate, the principal's proper written authority to such deputy or subordinate must accompany the request for withdrawal or modification. After expiration of the period for receipt of bids, no bid or proposal may be withdrawn or modified. If, prior to acceptance of a bid or proposal, a bidder or proposer claims a mistake in pricing and requests to withdraw its bid or proposal,

the decision whether to permit withdrawal will be made by the Manager, and in his/her sole discretion. In determining whether to permit a bidder to withdraw its bid or proposal, the bidder shall provide such information, including, but not limited to, sworn statements as may be requested by Wellington.

17.2 A Bidder shall not be allowed to modify its Bid after the opening date and time except as otherwise set forth herein.

ARTICLE 18. OPENING OF BIDS.

18.1 Bids will be opened publicly as indicated in the Advertisement or Invitation to Bid.

18.2 When Bids are opened publicly they will be read aloud, and the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

18.3 Bid files may be examined during normal working hours, after Bid opening, by appointment and pursuant to Florida Statutes.

ARTICLE 19. BIDS TO REMAIN SUBJECT TO ACCEPTANCE.

All Bids will remain subject to acceptance for 120 days after the posting of the intended recommended award, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

ARTICLE 20. ADDITIONAL TERMS AND CONDITIONS.

20.1 No additional terms and conditions included with the Bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Bid, whether submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, Specifications, literature, price lists or warranties. It is understood and agreed that these Instructions and the Specifications in this Bid solicitation are the only conditions applicable to this Bid and the Bidder's authorized signature affixed to the Bid form attest to this.

ARTICLE 21. RESPONSIVE AND RESPONSIBLE BIDDER.

21.1 Only those Bidders considered both responsive and responsible shall be considered for award of a Contract by the Owner. A responsive Bidder shall be a person, firm, partnership, or corporation or other entity who has submitted a Bid, which conforms in all material respects to the Contract Documents and the requirements of the Bidding Document. A responsible Bidder shall be a person, firm, partnership, corporation or other such entity who has the capability in all respects to perform fully the Contract Document requirements and has the integrity and reliability which will assure the good and faithful performance of the Contract.

ARTICLE 22. EVALUATION OF BIDS AND AWARD OF CONTRACT.

22.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities not involving price, time or changes in the Work and to negotiate contract terms with the Successful Bidder, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Bids. Also, Owner reserves the right to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to the Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet the Competency of Bidder and Reference requirements set forth herein or fails to meet any other pertinent standard or criteria established by Owner.

22.2 In evaluating Bids, Owner will consider the qualifications, competency and references of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

22.3 Owner may consider the qualifications, competency, and experience of Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in Supplementary Conditions (or as requested by Owner after the Bids are received). Owner also may consider the operating costs, maintenance requirements, performance data, and guarantees of major items of materials and equipment proposed for incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

22.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers, and other

persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

22.5 If the Contract is to be awarded, it will be awarded to the qualified, responsive and responsible Bidder(s) whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project and subject to Owner's Local Preference Policy. The Owner may consider any substitutions or alternates in the determination of the qualified, responsive and responsible Bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the low Bidder and the Owner is satisfied that the Bidder is qualified to provide and construct the project to the satisfaction of the Owner. No Bid shall be accepted from, nor will any Contract be awarded to any Bidder who is in arrears to the Owner upon any debt or Contract or who is a defaulter as surety or otherwise upon any obligation to the Owner or who has failed to perform faithfully any previous Contract with the Owner or other party as determined by the Owner.

22.6 If the contract is to be awarded, Owner will give the Successful Bidder(s) a Notice of Award within 120 days after the posting of the recommended award.

22.7 When Bidder is permitted to designate the Contract Time, Bid prices will be compared after adjusting for differences in the time designated in the Bid for Substantial Completion.

22.9 In order to meet the needs of various departments and the best interest of the Village of Wellingtons, awards may be made to multiple qualified vendors.

ARTICLE 23. BID TABULATIONS

23.1 Bid tabulations with recommended awards will be posted for review at the offices of the Clerk, 12300 Forest Hill Boulevard, Wellington, Florida and DemandStar and Wellington's website, and will remain posted for a period of 72 hours. Bid tabulations will not be provided by telephone. The Purchasing Department is the only Wellington department authorized to give information about or make Bid awards.

23.2 If, after application of the Local Preference, or in instances where the local preference does not apply, two or more bidders or proposers are tied, the following criteria will be used to break the tie:

- a) Delivery time – time for performance, if provided in the bid or proposal
- b) Certification of a "Drug Free Workplace Program" which meets the criteria established in F.F., Section 287.087
- c) If application of the above criteria does not resolve the ties, the award will be given to the bidder or proposer whose bid was received earliest by Wellington. And as indicated by the time clock stamp impressed upon the bid or proposal.

ARTICLE 24. DISQUALIFICATION OF BIDDER

24.1 Bidder may be disqualified and its Bid rejected for any of the following:

- a) Bidder does not meet the Competency of Bidder and Reference requirements set forth herein.
- b) Reason to believe that collusion exists among or between Bidders
- c) Unbalanced Bid; that is, Bid in which the prices bid for some items are out of all proportion to those Bids of others.
- d) Bidder's uncompleted workload, which in the judgment of the Owner, may cause detrimental impact or impair the prompt completion of this Contract.
- e) Lack of responsibility on the part of Bidder, (for example, no Bidder would be considered responsible who had failed to carry out any Contract in which the Owner had been directly or indirectly concerned), or to which Bidder failed to perform on other projects.
- f) A determination by Owner of the Contractor's lack of experience or lack of competency as may be revealed by qualification statements, financial statements, experience records, references, or other questionnaires.
- g) Substantial evidence of bad character or dishonesty.
- h) Bidder is involved in any current litigation with Owner.
- i) Bidder has defaulted on any contract or is in arrears on any contract.

24.2 RESERVATIONS: Wellington expressly reserves the right to:

- a) Specify approximate quantities in the bid
- b) Extend the bid opening date and time
- c) Consider and accept alternate bids, if specified in the bid documents, when most advantageous to Wellington
- d) Add additional terms or modify existing terms in the bid;
- e) Reject or cancel any or all bids;
- f) Reissue a bid; and/or
- g) Procure any item by other means

ARTICLE 25. CONTRACT SECURITY.

25.1 Paragraph 18 of the attached Agreement set forth Owner's requirements as to performance and payment Bonds. When the successful Bidder(s) delivers the executed Agreement to Owner, it must be accompanied by the required performance and payment Bonds, if applicable.

ARTICLE 26. SIGNING OF AGREEMENT.

26.1 When Owner gives a Notice of Award to the Successful Bidder(s), it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within 15 days thereafter, the Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner. In the event the successful Bidder fails to execute the Contract and return same to the Owner within the stipulated fifteen (15) days, the Owner may disqualify the Bid, and said Bidder shall not be permitted to contest to the contrary and does waive such right upon submitting a Bid.

ARTICLE 27. DISPUTES

27.1 A prospective bidder, proposer or offeror may submit a protest in writing to the Purchasing Manager challenging the terms, conditions, or specifications of a competitive solicitation, including any provision governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract. The foregoing notwithstanding, a protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the competitive solicitation. The protest must be filed within three (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the public posting or advertising of the competitive solicitation. Failure to file a protest as to the terms, conditions, or specifications of a competitive solicitation shall be deemed a waiver of the right to protest on those grounds. Prior to the award of any contract, bidders, proposer(s) or offeror(s), may submit a protest in writing to the Purchasing Manager. The protest must be filed within (3) days (excluding Fridays, Saturdays, Sundays and legal holidays) after the posting of the Notice of Intended Award for public viewing at Wellington's Clerk's Office. All bidders, proposers, offerors or contractors affected by the intended award of contract will also be notified by the Purchasing Manager, via Demandstar.com or other means, of the intended award posting. Notwithstanding the above, it is the responsibility of all bidders, proposers, offerors or contractors affected by the proposed award to review the public posting of the intended award, and the deadlines to protest set forth herein shall not be enlarged based upon a claim of lack of knowledge thereof. Additionally, in order to maintain a protest, a protestor must have standing pursuant to established Florida case law. Protests filed by a person or entity who does not have standing may be summarily denied without further action or decision.

In order to defray a portion of the administrative costs associated with a protest, all protests shall be accompanied by a filing fee in the form of a cashier's check or money order for an amount equal to one percent (1%) of the total estimated contract value, but not less than \$1,000 nor more than \$10,000. Failure to pay the filing fee shall result in a denial of the protest. In the event that a protest is upheld, the filing fee shall be refunded to the protestor. For specific procedures on how to file a formal protest, refer to Chapter 9, Village of Wellington Purchasing Manual.

ARTICLE 28. LICENSES, PERMITS, AND CERTIFICATION.

28.1 It shall be the responsibility of the Contractor to obtain at no additional cost to the Owner any and all licenses and permits required to complete this Contractual service.

28.2 When applicable, vendor must hold a Certificate of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing.

28.3 An Occupational License obtained from Wellington shall be required of any person maintaining a permanent business location or branch office within Wellington. Applications and fee schedules may be obtained from Wellington, Planning, Zoning, Building & Code Compliance Departments, 12300 Forest Hill Boulevard, Wellington, Florida 33414. Call the PZB Office at 561-753-2430 for assistance and additional information.

28.4 A copy of any licenses and permits shall be submitted with the Bid and must be in the name of the vendor shown on the Bid submittal.

ARTICLE 29. PREPARATION EXPENSE.

29.1 Neither the Owner nor its representatives will be liable for any expenses incurred in connection with the preparation of any Bid.

ARTICLE 30. QUANTITIES.

30.1 In the case of unit price items, the quantities of materials to be furnished under this Contract, as given in the Bid, are to be considered as approximate only and are to be used solely for the comparison of Bids received. The Owner nor its representatives does not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Bidder place misunderstanding or deception because of such estimate or quantities. Payment to the Contractor will be made only for the actual quantities of material furnished in accordance with the Contract Documents, and it is understood that the quantities may be increased or diminished without in any way invalidating any of the unit prices Bids.

ARTICLE 31. NON-COLLUSION.

31.1 Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any individual, firm, partnership, corporation or other entity submitting a Bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in Contract cancellation, return of materials or discontinuation of services, and the possible removal of Bidder from the vendor Bid list(s).

ARTICLE 32. CODE OF ETHICS.

32.1 If any Bidder violates or is a party to a violation of the Code of Ethics of the Owner and/or of the State of Florida with respect to this Bid, such Bidder may be disqualified from performing the work described in this Bid or from furnishing the goods or services for which this Bid is submitted and may be further disqualified from bidding on any future Bids for work or for goods or services for the Owner. A copy of Wellington's and the State of Florida's ethics codes are available at the Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

ARTICLE 33. CONFLICT OF INTEREST.

33.1 The award is subject to any and all applicable conflict of interest provisions found in the policies or Code of Ordinances of Wellington the Palm Beach County Code of Ethics and Ch. 112, Part III, Florida Statutes. All Bidders must complete the Conflict of Interest Statement attached hereto. All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of Wellington. Further, all Bidders must disclose the name of any Wellington employee who owns, directly or indirectly an interest of 5% or more in the Bidder's legal entity or any of its affiliates, subsidiaries or branches in accordance with Florida Statutes. The Bidder's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of Wellington.

ARTICLE 34. DRUG FREE WORKPLACE PROGRAMS.

34.1 Preference may be given to businesses with Drug-Free Work Place Programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that completes the attached DFW form certifying that it is a DFW may be given preference in the award process.

ARTICLE 35. EEO STATEMENT.

35.1 The Owner is committed to assuring equal opportunity in the award of contracts and, therefore, complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age, and sex.

ARTICLE 36. LEGAL REQUIREMENTS.

36.1 Federal, State, County and Owner laws, ordinances, rules, codes, guidelines, directives and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

ARTICLE 37. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT.

37.1 The Bidder certifies that all equipment and materials contained in this Bid shall meet all O.S.H.A. requirements. Bidder further certifies that, if it is the successful Bidder and the equipment and/or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on the date of delivery, all costs necessary to bring the equipment and/or materials into compliance with the aforementioned requirements shall be borne by the Bidder.

ARTICLE 38. NON-APPROPRIATIONS.

38.1 The obligations of the Owner to make a Bid award and sign an agreement under the terms of this "Invitation to Bid" are contingent upon funds lawfully appropriated for this purpose. Should funds not be appropriated for this purpose, the Owner, at its sole discretion, shall have the right to reject all Bids.

ARTICLE 39. FLORIDA PUBLIC RECORDS ACT AND CONTRACT CONTENT OWNERSHIP.

39.1 All material submitted regarding this bid becomes the property of Wellington. Bids may be reviewed by any person thirty (30) days after the public opening or after an intended decision is announce, whichever is earlier. Bidders should take special note of this as it relates to any proprietary information that might be included in their offer. Fla. Stat. § 119.07

Any resulting contract may be reviewed by any person after the contract has been executed by Wellington. Wellington has the right to use any or all information/material submitted in response to this bid and/or any resulting contract from same. Disqualification of a bidder does not eliminate this right.

ARTICLE 40. HOURS OF OPERATION FOR RECEIPT OF BIDS.

40.1 All bids must be received in the Wellington Clerk's Office, 12300 Forest Hill Boulevard, Wellington, Florida 33414. The Clerk's Office shall be open and available for the receipt of bids according to the following schedule. Bids may be submitted Monday through Thursday from 7:00 a.m. to 6:00 p.m. The Clerk's Office is closed and unavailable for the receipt of bids on Fridays, Saturdays, Sundays, and legal holidays.

ARTICLE 41. HOURS OF OPERATION FOR PURCHASING DEPARTMENT.

41.1 Wellington's Purchasing Department is available to provide bid clarifications and interpretations, answer questions and inquiries, and fulfill requests for information, during regular hours of operation. Those regular hours of operation are Monday through Thursday from 7:00 a.m. to 6:00 p.m. The Purchasing Department is closed on Fridays, Saturdays, Sundays, and legal holidays.

ARTICLE 42. LOBBYING/CONE OF SILENCE

42.1 Consistent with the requirements of Chapter 2, Article VIII, Lobbyist Registration, of the Palm Beach County Code of Ordinances, Wellington imposes a Cone of Silence. A cone of silence shall be imposed upon each competitive solicitation from the time of advertisement and shall remain in effect until Council awards or approves a contract, rejects all bids or responses, or otherwise takes action that ends the solicitation process. While the cone of silence is in effect, no proposer or its agent shall directly or indirectly communicate with any member of Council or their staff, the Manager, any employee of Wellington authorized to act on behalf of Wellington in relation to the award of a particular contract, or member of the Selection Committee in reference to the solicitation, with the exception of the Purchasing Agent or designee. (Chapter 9, Village of Wellington Purchasing Manual and Section 2-355 of the Palm Beach County Code of Ordinances). Failure to abide by this provision may serve as grounds for disqualification for award of contract to the proposer. Further, any contract entered into in violation of the cone of silence shall render the transaction voidable.

The cone of silence shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before Selection Committees, and contract negotiations during any public meeting, presentations made to the Council, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with Wellington as may be permitted by the competitive solicitation. Additionally, the cone of silence shall not apply to any purchases made in an amount less than the competitive solicitation threshold set forth in this Manual.

ARTICLE 43. PALM BEACH COUNTY OFFICE OF INSPECTOR GENERAL

43.1 In accordance with Palm Beach County ordinance number 2011-009, the offeror understands that any Contract that results from this ITB may be subject to investigation and/or audit by the Palm Beach County Inspector General. The offeror has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

ARTICLE 44. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS

As part of Wellington's National Pollutant Discharge Elimination System (NPDES) requirements, applicable vendors awarded a contract by Wellington may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Such vendor(s) shall be responsible for all costs associated with the training.

Training applies to the following NPDES sections:

- **Part III.A.7.c- Illicit Discharges and Improper Disposal- Investigation of Suspected Illicit Discharges and/or Improper Disposal**
- **Part III.A.7.d – Illicit Discharges and Improper Disposal- Spill Prevention and Response**
- **Part III.A.6 – Pesticides, Herbicides, and Fertilizer Application (Must be trained through the Green industry BMP Program offered through Palm Beach County Extension Services) as determined to comply with NPDES requirements.**
- **Part III.A.9.c – Construction Site Runoff- Site Operator Training (Florida Stormwater, Erosion and Sedimentation Control Inspector Training and Certification Program offered annually and sponsored by the Palm Beach County MS4 NPDES permittees).**

END OF SECTION

TRAFFIC CONTROL & MAINTENANCE

1. The Maintenance of Traffic Plan and all traffic warning and control devices shall conform to the applicable provisions of the latest editions of the national "Manual On Uniform Traffic Control Devices" (MUTCD), and the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards". The MOT Plan shall be prepared by a Florida MOT Certified Technician if FDOT standard details are used. If FDOT standard details are not used, a Professional Engineer licensed in Florida shall prepare the MOT Plan. MOT Plans shall be submitted to appropriate agencies for approval.
2. There will be no separate payment for the fee for Engineering Services, if required.
3. The CONTRACTOR, at all times, shall conduct the work in such a manner as to insure the least obstruction to traffic as is practical. The safety and convenience of the general public and of the businesses adjacent to the work shall be provided for in a satisfactory manner, as determined by the ENGINEER, and/or Wellington.
4. Streets shall not be closed, except in accordance with the approved MOT plan, and whenever the street is not closed, the work must be conducted with the provision for a safe passageway for vehicular and pedestrian traffic at all times. The CONTRACTOR shall make all necessary arrangements with Wellington and ENGINEER concerning maintenance of traffic and selection of detours required.
5. As applicable, The CONTRACTOR shall submit to ENGINEER for submittal to Wellington, for review and approval, a Conceptual Traffic Control Plan at the Prewrite Conference, identifying the phases of construction that the CONTRACTOR plans to proceed with and identifying traffic flows during each phase. When the conceptual Traffic Control Plan has been approved, the CONTRACTOR shall prepare and submit for review to ENGINEER for submittal to Wellington, a detailed Traffic Control Plan for each phase of the work, indicating the proposed location of construction signs, channelizing devices, temporary pavement markings and symbols, lighting devices, barrier walls, modifications to traffic signals and all other required devices as applicable. The detailed plan shall be reviewed by Wellington and other governmental agencies having jurisdiction with all comments forwarded to the CONTRACTOR. No work within the public right-of-way shall commence until the detailed M.O.T. plan has been approved in writing by all governmental agencies having jurisdiction. Upon the start of construction, the CONTRACTOR shall comply with all provisions of the detailed Maintenance of Traffic Plan. In the event of non-compliance by the CONTRACTOR, Wellington will have the authority to order the CONTRACTOR to cease construction operations without compensation of time or money until the violations have been corrected.
6. Barricades, Lights and Cones - All barricades shall utilize high intensity sheeting. When cones are used they shall be a minimum thirty-six (36) inches high with a six (6) inch wide white band placed a minimum of three (3) inches but not more than four (4) inches from the top of the cone. An additional four (4) inch band should be placed a minimum of two (2) inches below the six (6) inch band. Barricades and lights shall be maintained daily. All Type III barricades shall have two (2) Type "A" flashing lights on each barricade. When extremely hazardous conditions exist, two (2) Type "B" flashing lights shall be used. Extremely hazardous conditions shall be determined by Wellington Public Works Department.
7. Flag Person and Vests - The flagmen shall be trained in the proper manner as set forth in the MUTCD and certified as per Section 102 F.D.O.T. Specifications for Road and Bridge Construction. Each flagger shall have a certification card on them when flagging. Certification cards shall have the flagger's name, date of certification and expiration date. All construction personnel shall wear a high visibility orange vest when working within the right-of-way (Class 2 or 3 per MUTCD). Ensure that these vest/garments be worn whenever workers are within the right-of-way. Workers operating machinery or equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets. Require Contractor personnel to wear retro-reflective orange vest/garment during nighttime operations. Replace faded vest/garments.
8. Flashing Arrow Boards - Flashing arrow boards shall be used on any four (4) lane or larger roadway where traffic is being channelized or diverted, or as directed by the Wellington Public Works Department. Flashing arrow boards

shall conform to Section 6F-56 M.U.T.C.D. Type "B" or "C" only. Solar arrow boards may be requested by the public works department at any time.

9. Contractor shall keep sufficient cold patch asphalt on the job site to fill pot-holes and to perform other minor pavement maintenance as needed. All highway equipment shall have a Slow Moving Vehicle sign with either a flasher or a beacon operating when the equipment is operating. During peak hours 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 6:00 P.M. left turn and through lanes shall not be blocked without permission from the Public Works, Roads Supervisor. Any manholes/valves in the travel way shall have 3' of asphalt out from the edge for every 1" inch height.
10. When pedestrian movement through or around a worksite is necessary, the Contractor shall provide a separate, safe footpath without abrupt changes in grade or terrain. If one (1) or two (2) pedestrian ways are provided (exist) prior to the start of a project, only one (1) has to be maintained. If no pedestrian ways exist prior to the start of a project, one (1) pedestrian way shall be constructed within the initial thirty (30) calendar days of the project and shall be maintained for the duration of the project. Places where pedestrians are judged especially vulnerable to impact by vehicles, all foot traffic should be separated and protected by longitudinal positive barrier systems.
11. Temporary Traffic Control Plan. (T.T.C.P.) – The Temporary Traffic Control Plan (T.T.C.P.) for traffic control around or through work sites should be developed with safety receiving a high priority. The T.T.C.P. should include protection at work sites when work is in progress and when operations have been halted (such as during the night) or from the time work is completed until the final. Provisions for the protection of work crews, traffic control personnel, pedestrians, and motorists shall be included. The Temporary Traffic Control Plan shall include the following:
 - T.T.C.P. to be prepared and signed by the Work Site Traffic Supervisor as certified by the American Traffic Safety Services Association (A.T.S.S.A.)
 - A copy of the signer's certification, contractor's name, and 24 hour phone number of the work site traffic supervisor
 - North arrow; drawn by; lane usage; type and location of all signs, lights, barricades, striping, barriers, traffic signals; all side-streets; change-overs; sidewalks; R.P.M.'s; pavement markings; school zones; and crosswalks
 - Plans may be drawn to scale, however dimensions shall be shown
 - Variable Message Sign (V.M.S.) and the messages
 - Location and geometry for transitions, detours, and diversions
 - No change-overs are allowed on Friday, the day before a holiday or during A.M. or P.M. peak traffic, and are discouraged at signalized intersections
 - All plans shall be submitted through the Public Works Division
12. The T.T.C. Plan approval is as follows:
 - A. 1 to 7 days for most plans
 - B. 7 days when a signal or flasher is involved
 - C. 10 days for a traffic switch or for road closuresTime may vary based on the complexity of the T.T.C.P. Consideration should be given to these time frames when scheduling the work. Public Works Division will handle all news releases, notifying police, fire, etc. The T.T.C. Plan is good for 60 days. If the T.T.C.P. has not been implemented by then, a new approval will be required. T.T.C.P. must have dates and times of operation requested.
13. In no case may the contractor begin work until the T.T.C.P. has been approved in writing by Wellington Public Works Division. Field modifications shall be made with the approval of a representative of the Wellington Public Works Division.
14. Crossings and Intersections – Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the Public Works Roads Supervisor. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the Contract.

15. Flagger – Provide trained flaggers in accordance with FDOT and MUTCD requirements.
16. Construction – Plan, construct, and maintain detours for the safe passage of traffic in all conditions of weather. Provide the detour, to the Department, with all facilities necessary to meet this requirement.
17. Traffic Control Officer (Non-Mot) – Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic through the work zone, when authorized and/or directed by the Public Works Roads Supervisor, and for purposes not covered under the requirements of the Temporary Traffic Control Plans.
18. (Non-Mot) Portable Changeable (Variable) Message Sign (PCMS): Furnish changeable (variable) message sign in accordance with 102-9.9, when authorized and/or directed by the Public Works Roads Supervisor, and for purposes not covered under the requirements of the Temporary Traffic Control Plans.
19. Temporary Pavement Markings:
 - Temporary pavement markings shall be installed at the end of each work day, if permanent markings have been compromised.
 - All temporary pavement markings shall be done in a professional manner without weaves and/or bows. No over-painting shall be allowed.
 - Temporary R.P.M.'s shall be installed at an 1 inch offset to lane lines, skips, gore or crosshatched area within the work zone. The spacing shall be 40 feet on tangent section and 20 feet on transitions and curves (including edge lines). Damaged or missing R.P.M.'s shall be replaced on a daily basis. The R.P.M.'s shall have a maximum width of 5 inches and a maximum height of 0.75 inch. The minimum area of each reflective face shall be 3.50 square inches. R.P.M.'s shall be bonded to the pavement or concrete with epoxy or alkyd thermoplastic, no bituminous adhesive shall be used.
 - Temporary pavement markings shall be applied to the intermediate asphalt course, and shall consist of foil-backed tape, paper tape or paint meeting both State and County specifications.
 - Temporary pavement markings shall also be applied to the final asphalt course unless otherwise directed by the Public Works Department. All final course pavement markings shall consist of foil-backed tape. The temporary pavement markings shall be installed in accordance with the typicals in the General Provisions.
 - All temporary tape skip-line pavement markings shall be at least four (4) feet in length with a maximum gap of thirty-six (36) feet. A two (2) foot stripe with a maximum gap of eighteen (18) feet may be used for roadways with severe curvature, or as directed by the Wellington Public Works Department.
 - All painted lines shall conform to size and color requirements of the M.U.T.C.D., Part III. The thickness shall not be less than fifteen (15) mils with six (6) to six and one quarter (6¼) pounds of beads per gallon of paint. Both shall be applied uniformly. All painted lines shall be refurbished if at any time the reflectivity falls below 150 mini-candles. A normal width line is 6" paint or tape.
 - Black-out shall not be used to obliterate pavement markings. Existing pavement markings that conflict with temporary work zone delineation shall be removed by any method approved by the Public Works Roads Supervisor.
 - If a school zone exists, it must be maintained including crosswalks, school messages and signs.
 - It shall be the contractor's responsibility to adjust existing signing, add new signing, and remove or add pavement marking on approaches to the project
20. Work Zone Raised Pavement Markers (WZRPM's) – Apply all markers in accordance with Palm Beach County Typical T-01-006, or as otherwise revised.

BID PROPOSAL CHECKLIST

Please submit your proposal in this order

- YES___ NO___ 1. Bid submittal – one (1) original and one (1) PDF (CD) Copy
- YES___ NO___ 2. Bid Form signed by authorized representative
- YES___ NO___ 3. Acknowledgment of addendums
- YES___ NO___ 4. Schedule of Value
- YES___ NO___ 5. Schedule of Subcontractor/Supplies
- YES___ NO___ 6. Schedule of Equipment and Materials
- YES___ NO___ 7. Sworn Statement under Section 287.133(3) (a)
- YES___ NO___ 8. Drug Free Workplace
- YES___ NO___ 9. Trench Safety Affidavit
- YES___ NO___ 10. Questionnaire
- YES___ NO___ 11. References
- YES___ NO___ 12. Insurance Certificates
- YES___ NO___ 13. Copy of Appropriate Licenses
- YES___ NO___ 14. Proof of Workers Compensation Insurance/Workers Compensation Exemption Affidavit
- YES___ NO___ 15. Local Preference Affidavit
- YES___ NO___ 16. Conflict of Interest Statement
- YES___ NO___ 17. Non-Collusion Affidavit

BID FORM

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

PROJECT: Annual Milling and Resurfacing Contract Date: _____

BIDDER: _____

THIS BID IS SUBMITTED TO:

Wellington
Clerk's Office
12300 Forest Hill Boulevard
Wellington, FL 33414

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 120 days after the posting of the recommended award. BIDDER will sign and submit the Agreement and other documents required by the Bidding Requirements within 15 days after the date of OWNER'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Bidding Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date _____	Addenda Number _____
Date _____	Addenda Number _____
Date _____	Addenda Number _____

(b) BIDDER has familiarized itself with the nature and extent of the Contract Documents, Work, Site, locality, and all local conditions, Laws, and Regulations that in any manner may affect cost, progress, performance, or furnishing of the Work.

(c) BIDDER has studied carefully all reports and drawings of subsurface conditions and drawings of physical conditions which, if any, are attached to the Contract Documents, and accepts the determination as set forth in the Bidding Documents of the extent of the technical data contained in such reports and drawings upon which BIDDER is entitled to rely.

(d) BIDDER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies (in addition to or to supplement those referred to in (c) above) which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as BIDDER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

(e) BIDDER has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or

similar information or data in respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

(f) BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents.

(g) BIDDER has given OWNER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.

(h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER agrees to perform all the Work described in Contract Documents, subject to adjustments as provided therein, for the Prices BIDDER provides on the Schedule of Values.
5. BIDDER declares it understands that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only and not guaranteed and are subject to either increase or decrease; and that should the quantities of any of the items of Work be increased, the BIDDER agrees to do the additional Work at the unit prices set out herein, and should the quantities be decreased, BIDDER also understands that final payment shall be made on actual quantities completed at the unit prices, and shall make no claims for anticipated profits for any decrease in the quantities.
6. The BIDDER further declares its understands the OWNER may elect to construct only a portion of the Work covered by these Documents and BIDDER agrees to perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.
7. BIDDER agrees that the Work:

After receiving notice to commence with the work for a particular project the Contractor shall commence promptly within seventy-two (72) hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days, or as designated by the Wellington's designee.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

8. The following documents are attached to and made a condition of this Bid:

- (a) Schedule of Values.
- (b) List other documents as pertinent.

9. Communications concerning this Bid shall be telephoned or addressed to:

Name: _____

Address: _____

Phone No.: _____ Fax: _____

10. BIDDER'S Florida Contractor's License No. _____
11. BIDDER covenants that it is qualified to do business in the State of Florida and has attached evidence of BIDDER'S qualification to do business in the State of Florida, or if not attached, BIDDER covenants to obtain such evidence within five days of request by OWNER to provide evidence.

If BIDDER is

An Individual

Name _____ (SEAL)

Signature: _____

Doing business as _____

Business Address: _____

Phone Number: _____

Fax Number _____

A Partnership

Firm's Name _____ (SEAL)

General Partner Signature: _____

Business Address: _____

Phone Number: _____

Fax Number _____

A Corporation

Corporation's Name _____ (SEAL)

State of Incorporation _____

Authorized Person: _____

Title: _____

Signature: _____

Attest: _____ (Secretary)

Signature: _____

Business Address: _____

Phone Number: _____

Fax Number _____

SCHEDULE OF VALUES

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

SECTION A - Asphalt Milling and Resurfacing

	Item	Estimated Quantities	Unit	Unit Price	Total
1	MILL EXISTING ASPHALT PAVEMENT (1")	50,000	SY		
2	MILL EXISTING ASPHALT PAVEMENT (1.5")	80,000	SY		
3	MILL EXISTING ASPHALT PAVEMENT (2")	40,000	SY		
4	MILL EXISTING ASPHALT PAVEMENT (< 5,000 SY)	5	1/2 DAY		
5	PORTABLE MILLING MACHINE	100	HR		
6	MANHOLE ADJUSTMENT (F&I ADAPTER RINGS) (SEE EXHIBIT "A")	100	EA		
7	TRAFFIC CONTROL OFFICERS	4	HR		
8	F&I PRIME FOR EXISITING FINISHED BASE	5,000	SY		
9	ADJUST VALVE BOXES & MISC STRUCTURES	150	EA		
10	INSTALL PAVEMENT WATERPROOFING FABRIC (FABRIC SUPPLIED BY OWNER)	10,000	SY		

* Asphalt Items #11through #23 shall include tack coat.

11	SP 12.5 LEVEL C (< 300 tons)	300	TN		
12	SP 12.5 LEVEL D (< 300 tons)	300	TN		
13	SP 12.5 LEVEL C (> 300 tons)	10,000	TN		
14	SP 12.5 LEVEL D (> 300 tons)	10,000	TN		
15	SP 9.5 LEVEL C (< 300 tons)	300	TN		
16	SP 9.5 LEVEL C (> 300 tons)	10,000	TN		
17	TYPE S-I (<300 tons)	300	TN		
18	TYPE S-I (>300 tons)	10,000	TN		
19	TYPE S-III (<300 tons)	300	TN		
20	TYPE S-III (>300 tons)	10,000	TN		
21	FC 12.5 (<300 tons)	300	TN		
22	FC 12.5 (>300 tons)	10,000	TN		
23	ASPHALT OVERBUILD/FULL DEPTH (2" LIFTS)	3,000	TN		
				Grand Total Section A	

Note: See "Additional Information - Section A" for Specific Line Item Details

SECTION B - Pathway Resurfacing

Item		Estimated Quantities	Unit	Unit Price	Total
1	OVERLAY EXISTING ASPHALT MULTI PURPOSE PATHWAY (6' wide x 1-1/4" including tack)	2,000	SY		
2	OVERLAY EXISTING ASPHALT MULTI PURPOSE PATHWAY (8' wide x 1-1/4" including tack)	2,000	SY		
3	F&I 1-1/4" of TYPE S-III Asphalt to base. Prime included.	2,000	SY		
4	FULL DEPTH RECLAMATION OF EXISTING ASPHALT PATHWAY (4-6" deep)	2,000	SY		
5	REMOVAL OF EXISTING ASPHALT PATHWAY SURFACE (1-2"), REFINISH EXISTING BASE, PRIME INCLUDED (READY TO PAVE)	2,000	SY		
6	MISC ASPHALT PATCHING (< 50 tons)	200	TN		
7	MISC ASPHALT PATCHING (> 50 tons)	200	TN		
8	F&I ASPHALT MOWING STRIP PRIOR TO GUARDRAIL PLACEMENT (3' wide x 3" thick)	1,000	LF		
9	F&I FLOWABLE FILL GUARDRAIL MOWING STRIP (3" thick) AROUND EXISTING POSTS	1,000	SY		
10	F&I 8" THICK BASE ROCK AND FINISH GRADE WITH PRIME	2,500	SY		
				Grand Total Section B	

Note: See "Additional Information - Section B " for Specific Line Item Details

SECTION C - Seal Coating

Item		Estimated Quantities	Unit	Unit Price	Total
1	ASPHALT SEAL COATING (<3,000 SY)	3,000	SY		
2	ASPHALT SEAL COATING (>3,000 SY)	3,000	SY		
				Grand Total Section C	

Note: See "Additional Information - Section C" for Specific Line Item Details

BIDDER/CONTRACTOR understands and agrees that this is Unit Price Contract and that contractor will be paid based upon items and quantities actually performed and accepted by Owner.

Contractor shall provide all labor, equipment, tools and materials to complete the work. Contractor shall be responsible for removal and disposal of existing pavement, supply and delivery of new materials, maintenance of traffic, and coordination of activities and miscellaneous activities required to provide a for a complete, turnkey finished product.

In order to meet the needs of various departments and the best interest of the Village of Wellingtons, awards may be made to multiple qualified vendors. The selected awardee(s) shall be bound by all terms, conditions, and requirements in these documents and is hereby placed on notice that acceptance of this bid by Wellington shall constitute a binding contract. Bidders may submit proposals for one, two or three sections of the Schedule of Values for which they are licensed and qualified. Bidders shall submit pricing on all line items in each section they choose to bid on.

A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the liquid bituminous materials used in the Asphaltic Concrete Mixes included in this proposal exceed ten percent (10%) of the current Florida Department of Transportation price index data for liquid bituminous materials.

ADDITIONAL INFORMATION:

SECTION A

1. All costs for maintenance of traffic (MOT) shall be considered incidental to, and shall be included in unit prices for the pay items
2. Item No. 5 -- Portable milling machine (per hour) includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon the actual hours for milling and clean-up. Disposal of material shall be considered incidental to per hour rate for portable milling machine.
3. Item No. 6 -- Manhole Adjustment (see Exhibit A). Each may be accomplished using pre-cast rings or other methods acceptable to owner.
4. Item No. 10 -- Install pavement waterproof fabric (fabric supplied by owner). Item unit price shall include installation of owner furnished fabric and shall conform to section 518 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 edition; except that the asphalt binder material shall be included in the square yard price for P.W.F. at a target rate of 0.36 gallons per S.Y. with a tolerance of plus or minus 0.03 gallons per S.Y.

SECTION B

1. All costs for maintenance of traffic (MOT) shall be considered incidental to, and shall be included in the unit prices for the pay items.
2. Item No. 4 -- Full depth reclamation of existing asphalt pathway (4-6" depth). Item unit price shall include reclaiming/mixing of existing asphalt and base to create a homogeneous mix, compact, refinish base for paving and prime.
3. Item No. 5 - Removal of existing asphalt pathway surface (1-2"). Item unit price shall include removing asphalt layer, haul to owner's storage site (120th Avenue), refinish base, compact and prime.
4. Item No.'s 6 and 7 -- Miscellaneous asphalt patching. Item unit price shall include saw cutting damaged areas, disposal of material (haul to owner's site) and prep areas for paving. Includes tack and/or prime.

5. Item No. 9 – Furnish and install flowable fill for guardrail mowing strip around existing posts (3" thick). Item unit price shall include excavating around/under existing guardrail, compact subbase, form and pour flowable fill.

SECTION C

1. Items 1 and 2 – Asphalt seal/coating.
Item unit price shall include edging (full width) existing pathway to be sealed and cleaned for sealing.
2. Pavement sealer shall follow the following mix design (based on 100 gallons for ease of calculation).
 - Sealer – 100 gallons
 - Water – 30 to 40 gallons
 - Silica sand – 300 to 500 # lbs. (3-5 lbs. per gallon)
 - Polymer latex added at 2% (2 gallons)
 - a) Two (2) coats of sealer will be applied by squeegee or brush method. (No spray application will be accepted.)
Allow a minimum of two (2) hours dry time between coats.
 - b) Air temperature must be 50 degrees and rising.
 - c) Contractor shall supply a 2 to 3 gallon sample of mixed sealer to the owner/Wellington upon request for testing at any time during seal coating operation.

STANDARD SPECIFICATIONS AND GENERAL PROVISIONS

It is the intent of these specifications that the Florida Department of Transportation Standard Specifications for Road & Bridge Construction dated 2010 be used as the basis for the work, except as noted herein, and that where such wording which refers to the State of Florida and its Department of Transportation and Personnel, that such wording is intended to be replaced with that wording which would provide proper terminology; thereby, making such Standard Specifications and General Provisions as though they were those Standard Specifications and General Provisions of Wellington.

In addition to these Standard Specifications and General Provisions, there will be those General Provisions included which would pertain to the pertinent items of construction.

1. **SP & FC SERIES ASPHALTIC CONCRETE: FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION – 2010 SHALL APPLY, EXCEPT FOR:**

- 1) Lot sizes shall not exceed 2,000 tons or the tonnage placed in a single day, whichever is less.
- 2) Density testing shall be performed in turn lane areas and other miscellaneous areas selected by the owner in addition to through lanes.

2. **S SERIES ASPHALTIC CONCRETE: FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION – 2000**

- 1) Passing densities shall be required for turn lanes and other miscellaneous areas required by the Owner, in addition to through lanes.

3. **MATERIALS**

Shellrock or recycled, crushed concrete material shall meet the following requirements:

Gradation - 100 percent (by weight) of the material shall pass a 3 inch sieve, with 40% to 70% passing the number 10 sieve. Not more than 20 percent, by dry weight, of the material shall pass the 200 sieve by washing. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

Composition

- A. The minimum percentage of carbonates of calcium and magnesium in the material shall be 40.
- B. All foreign material such as metal fragments, organic matter, etc., shall be removed from the material before delivery to the job site.

4. **COMPACTING AND FINISHING BASE**

Density Requirements - As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T 180.

Density Tests - At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Public Works Roads Supervisor.

Surface Testing - The finished surface of the base course shall be checked with a templet cut to the required crown and with a 15 foot straightedge laid parallel to the center line of the road. All irregularities greater than 1/4 inch shall be corrected by scarifying and removing or adding base course material as required, after which the entire area shall be recompacted.

5. **PRIMING AND MAINTAINING**

Priming - The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur.

Maintaining - The Contractor will be responsible for assuring that the true crown and templet are maintained with no rutting or other distortion, and that the base meets all the requirements, at the time the surface course is applied.

6. THICKNESS DETERMINATIONS

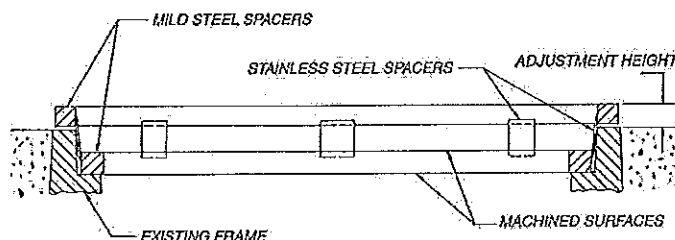
General - Thickness of the base shall be measured at various points on the cross section, through holes not less than three inches in diameter, with each hole representing a section not exceeding 200 feet in length.

Correction of Deficient Areas - Wherever the compacted base is deficient by more than 2 inch from the thickness called for in the plans, the Contractor shall correct such areas by scarifying and adding base course material. The base shall be scarified and base course material added for a distance of 100 feet from each edge of the deficient area. The effected area shall then be brought to the required state of compaction and to the required thickness and cross section. Deficient Areas Left in Place - As an exception to the requirement for correcting areas of base which show a thickness deficiency exceeding the allowable 2 inch, if so approved in writing by the Public Works Roads Supervisor, any of such areas in which the extent of the excess deficiency might be considered as not sufficient to seriously impair the required strength of the base, may be left in place. No payment, however, will be made for areas left in place and not corrected.

USF MANHOLE ADJUSTING RINGS

USF ADJUSTING RINGS ALLOW FAST, EASY AND EFFICIENT INSTALLATION. THERE ARE NO MANUAL ADJUSTMENTS OR WELDING REQUIRED AT INSTALLATION. USF ONE-PIECE CONSTRUCTION GIVES YOU THE STRENGTH AND DURABILITY TO PROVIDE YEARS OF DEPENDABLE SERVICE.

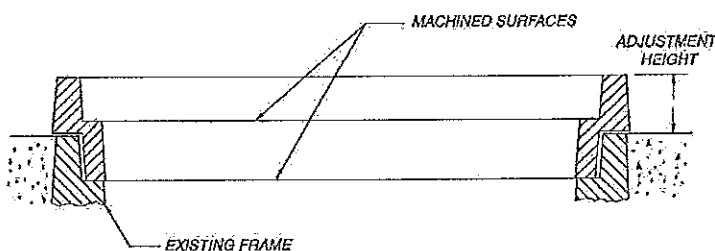
TYPE A: STEEL ADJUSTING RINGS



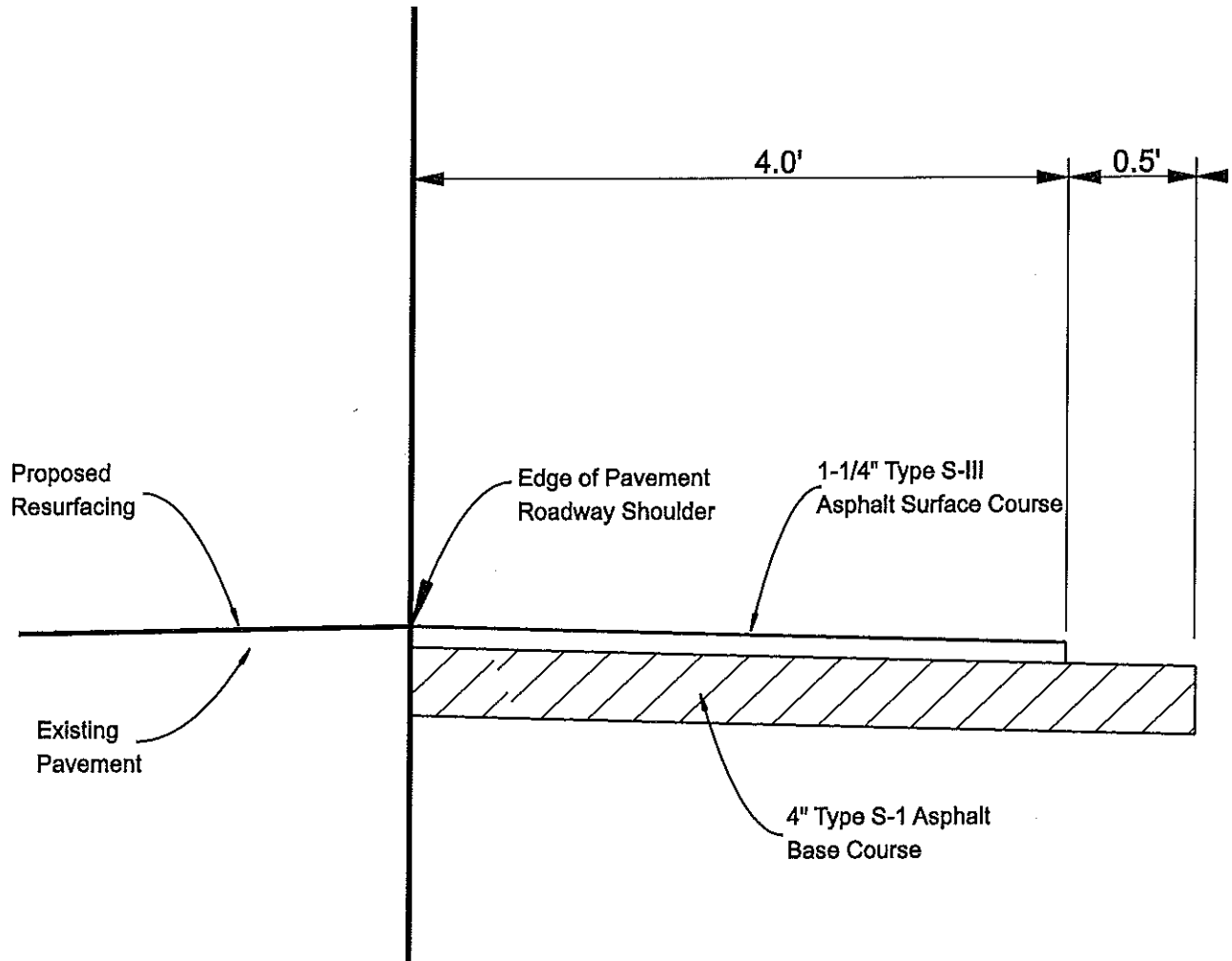
The versatile "Type A" Adjusting Ring is fabricated from steel and is used for any adjustment height desired, for any type and size ring and cover, or when quantities desired do not justify the cost of a pattern for a cast iron "Type B" Adjusting Ring. All bearing surfaces are machined to insure proper fit and prevent covers from rattling.

ALL ADJUSTING RINGS ARE MADE IN ONE CONTINUOUS PIECE TO MINIMIZE INFILTRATION OF WATER.

TYPE B: CAST IRON ADJUSTING RINGS



The "Type B" Adjusting Ring is made from cast iron and is used when the adjustment height is 1" thicker than the cover seat. This adjusting ring is restricted to specific adjustment heights and is limited to certain standard size rings and covers. Please contact our Customer Service Dept. for a recommendation on your particular application. All bearing surfaces are machined to insure proper fit and prevent covers from rattling.



1. Asphalt shoulder to be paid for under the tonnage item for the work order.
2. Shoulder preparation to be paid for under box out shoulder item.

SHEET
NUMBER
PD XXX

REVISIONS

**EXHIBIT B
BOX OUT SHOULDER**

WELLINGTON
Department of Public Works
14000 Greenbrier Boulevard Wellington, Florida 33414



Copyright 2008 Village of Wellington
This drawing is an instrument of service by
the Village of Wellington and is not to be
reproduced in part or in whole beyond the
intended scope of use.

SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

<u>Discipline</u>	<u>Subcontractor</u>	<u>Address City, ST, Zip</u>	<u>License Number</u>

Address of Subcontractor may be considered in accordance with Wellington's Local Preference Policy

SCHEDULE OF EQUIPMENT AND MATERIALS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Item	Manufacturer	Description

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to _____
[print name of the public entity]
by _____
[print individual's name and title]
for _____
[print name of entity submitting sworn statement]

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services or any contract for the construction or repair of a public building or public work, to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1)(c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies.]

____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. [attach a copy of the final order]

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

[signature]

[date]

STATE OF _____

COUNTY OF _____

Subscribed and Sworn to (or affirmed) before me on _____ by

[date]

_____. He/she is personally known to me or has presented

[name]

_____ as identification.

[type of identification]

[Notary's Signature and Seal]
Form PUR 7068 (Rev. 04/10/91)
M/R 03/06/92

Print Notary Name and Commission No.

DRUG FREE WORKPLACE

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Preference may be given to businesses with drug-free workplace programs. Whenever two or more Bids which are equal with respect to price, quality, and service are received by the Owner for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program may be given preference in the award process. Established procedures for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business must attest to the following:

1. We publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. We inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. We give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
4. We, in the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. We impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. We make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Contractor's Signature

TRENCH SAFETY AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

_____ (NAME OF FIRM) hereby provides written assurance that compliance with applicable Trench Safety Standards identified in the Occupational Safety and Health Administration's Excavation Safety Standards, (OSHA) 29 C.F.R.S. 1926.650 Subpart P will be adhered to during trench excavation in accordance with Florida Statutes 553.60 through 533.64 inclusive (1990), "Trench Safety Act".

The undersigned acknowledges that included in the various items of the proposal and in the Total Proposal Price are costs for complying with the Florida "Trench Safety Act" as summarized below: (Attach additional sheets as necessary).

Schedule Item	Trench Safety Measure (Slope, Trench Shield, etc.)	Cost
	Total	

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Subscribed and Sworn to (or affirmed) before me on _____
by _____

_____. He/she is personally known to me or has presented

_____ (type of i.d.) as identification.

Notary Public Signature and Seal

Print Notary Name and Commission No.

QUESTIONNAIRE

The following Questionnaire shall be completed and submitted in Envelope with the Bid. By submission of this Bid, Bidder guarantees the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business? _____

2. What is the last project of this nature that you have completed?

3. Have you ever failed to complete work awarded to you? If so, where and why?

4. Name three individuals or corporations for which you have performed work and to which you refer:

Name	Email Address	Phone

Name	Email Address	Phone

Name	Email Address	Phone

5. List the following information concerning all contracts OR projects in progress and past as of the date of submission of this bid. (List any Federal, State, City or local municipalities/government contracts or project information if any relevant in scope with this solicitation).

Information provided in (section 5) is for reference purposes and may be contacted for verification.

Name of Term Contract OR Project	Owner	Contact (Person) Name & Title	Contact Email Address & Phone Number	Contact Business Address

6. Has the bidder or his or her representative inspected the proposed project and does the Bidder have a complete plan for its performance?

7. Will you subcontract any part of this work? If so, give details including a list of each subcontractor(s) that will perform work in excess of the percent (10%) of the contract amount and the work that will be performed by each subcontractor(s).

Subcontractor	Work to be Performed

8. What equipment do you own that is available for the work? _____

9. What equipment will you purchase for the proposed work? _____

10. What equipment will you rent for the proposed work? _____

11. State the name of your proposed project manager and give details of his or her qualifications and experience in managing similar jobs.

12. State the true, exact, correct and complete name of the partnership, corporation, or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do businesses under the trade name.

13. The correct name of the Bidder is _____

14. The partnership is a ☐ Sole Proprietorship, ☐ Partnership, or ☐ Corporation or ☐ Other Type of Entity _____ (Fill In).

15. The address of principal place of business is _____

16. The names of the Corporate Officers, or Partners, or Individuals doing business under a trade name, are as follows:

17. List all organizations which were predecessors to Bidder or in which the principals or officers of the Bidder were principals or officers.

18. List and describe all bankruptcy petitions (Voluntary or Involuntary) which have been filed by or against the Bidder, its parent or subsidiaries or predecessor organizations during the past five (5) years. Include in the description the disposition of each such petition.

19. List and describe all successful Performance or Payment Bond claims made to your surety(ies) during the last five (5) years. The list and descriptions should include claims against the bond of the Bidder and its predecessor organization(s).

20. List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Bidder or its predecessor organization(s) during the last five (5) years. The list shall include all case names; case, arbitration, or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.

21. List and describe all criminal proceedings or hearings concerning business related offenses in which the Bidder, its principals or officers or predecessor organization (s) were defendants.

22. Has the Bidder, its principals, officers, or predecessor organization(s) been debarred or suspended from bidding by any government during the last five (5) years? If yes, provide details.

23. List and disclose any and all business relations with any members of Wellington Council.

REQUEST FOR PROOF OF WORKERS COMPENSATION INSURANCE OR EXEMPTION

Dear Provider of Services or Goods:

In order to provide services or goods to Wellington, we require that you provide us either proof of workers compensation coverage or proof of exemption.

Workers compensation insurance is required of all employers in Florida that employ 4 or more part or full time employees. In the event that you are an employer in the construction industry, you are required to have workers compensation insurance if you employ one or more workers. Corporate officers and sole proprietors are included when calculating the number of employees. Note: Corporate officers may claim exemption from workers compensation coverage on themselves only, by filing *Form DWC 250, Notice of Election to Be Exempt*. This form can be found at <http://fldfs.com/WC/forms.html>.

If you meet the above criteria to be exempt, you MUST provide us with one of the following:

- If your business is a sole proprietorship or unincorporated business: provide us a Verification of Automatic Exempt Certificate. This verification is a letter that is issued by the State of Florida Department of Financial Services. To receive a letter from the State, complete the following directions: 1) Call the National Council of Compensation Insurance 1-800-622-4123, Option 5, and ask them for the class code for your type of business. 2) Once you have received this code, call the Department of Financial Services at 1-850-413-1601 and provide them your business name, class code, mailing address, and contact phone number. They will send you the Verification of Automatic Exempt Certificate. 3) Provide us a copy of the Verification of Automatic Exempt Certificate.
- If your business is a corporation (including a professional association or limited liability company), and you are not required to have workers compensation insurance as per the requirements as outlined above, you must complete the attached Workers Compensation Exemption Affidavit, have it notarized, and return the original to us.

If you are an employer that meets the requirements of workers compensation and needs to obtain coverage, contact your current business insurance agent, or you may use the following resources to locate an agent: www.fiaa.com, www.piafl.org/wc-info.pdf, or call (850) 893-8245.

Please be reminded that the furnishing of this information to Wellington is a non-negotiable requirement to perform services for us. Failure to provide this timely may result in either termination of your services or delay of payment for services. Your workers compensation Certificate of Coverage, Workers Compensation Exemption Affidavit, or Verification of Automatic Exempt Certificate must be delivered or mailed to the Purchasing Department located at 12300 Forest Hill Boulevard, Wellington, Florida, 33414.

WORKERS COMPENSATION EXEMPTION AFFIDAVIT

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Form should be completed by an officer of a sole proprietorship or a corporation with three (3) or less employees. Form must be signed and notarized.

Name _____
First Last

Address _____
Street City

Phone _____
Home Business

This is to certify that _____
(Business Name)

_____ is a
Street City State Zip

Sole Proprietorship

OR

Corporation/Partnership

And has _____ employees, other than the owner his/her self.
(no. of employees)

Therefore, under the terms of Chapter 440,F.W., Workers' Compensation regulations it is NOT necessary for the above company to carry Workers' Compensation Insurance.

(signature)

Sworn and subscribed to me this _____ day of _____, 20_____.

Personally known _____ Or, Produced ID: _____ (Type Produced) _____

NOTARY PUBLIC _____

My Commission Expires:

WELLINGTON LOCAL PREFERENCE

APPLICATION TO BE CONSIDERED A LOCAL BUSINESS IN ACCORDANCE WITH VILLAGE OF WELLINGTON FLORIDA'S LOCAL PREFERENCE POLICY

Wellington gives preference to local businesses in certain purchasing situations as set forth in Chapter 9 of Wellington's Purchasing and Procurement Manual. In order to be considered a local business, entitled to be given preference, the business must make application with Wellington and meet one of the following criteria as such is more fully set forth in Chapter 9, of Wellington's Purchasing and Procurement Manual:

Chapter 9, LOCAL PREFERENCE

Western Communities Local Business - For the purpose of determining a "Western Communities local business" a vendor must have a principal permanent business location and headquarters within Wellington of Wellington, Florida or west of the Florida Turnpike to the Palm Beach County western boundary line as depicted in Exhibit "A" hereto. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been domiciled and headquartered in the jurisdictional boundaries of the Western Communities for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within the Western Communities. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the County's and/or municipalities' Code of Ordinances, having jurisdiction over the location of the business, unless otherwise exempt therefrom. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Palm Beach County local business - For the purpose of determining a "Palm Beach County local business" a vendor must have a principal permanent business location and headquarters within Palm Beach County, Florida. This applies to all entity formations, including, but not limited to, limited liability companies, partnerships, limited partnerships and the like or sole proprietors. Further, the entity or sole proprietor must provide that it, he or she has been headquartered and domiciled in the jurisdictional boundaries of Palm Beach County, Florida for at least six months prior to the solicitation. Post Office boxes will not be considered a permanent business location within Palm Beach County, Florida. Home business offices shall be considered as a business location if it otherwise meets the requirements herein. In order to be eligible for such local preference the vendor shall have a local business tax receipt pursuant to the Palm Beach County Code of Ordinances as amended from time to time, unless otherwise exempt there from. Further, the vendor must be properly licensed and authorized by law to provide the goods, services or professional services to the extent applicable and the location of the business must be properly zoned in order for the vendor to conduct its business.

Subcontractor utilization - In competitive bid situations, a business may also qualify as either a Palm Beach County or Western Community local business if they are utilizing subcontractors to perform the work or materialmen to supply the job and more than fifty (50%) percent of their proposed bid price will be paid to subcontractors and/or materialmen who qualify, under the above standards, as Palm Beach County and/or Western Community local businesses.

Please check the box below indicating which preference category your business is applying for:

☐ Western Communities Local Business

☐ Palm Beach County Local Business

☐ Subcontractor Utilization

1. The name of the business is: _____

2. The address of the business is: _____

3. How long has the business been located at its current address: _____

4. If the business has relocated within the last six months, please provide the answers to questions 1-3 for the previous location:

5. The previous name of the business is: _____

6. The previous address of the business is: _____

7. How long was this business at the previous location: _____

8. If the business is attempting to qualify under the subcontractor utilization provision, please provide a breakdown of the subcontractors who would qualify for either the Palm Beach County or Western Community, business classification, the requisite information, provide their responses to the above 1 - 7 questions and for each of the subcontractors, indicate the amount that they are proposed to be compensated at under the bid price.

9. The business as a local business tax receipt from: (1) Palm Beach County ☐ (2) the following municipality: _____ (3) located in unincorporated Palm Beach County: ☐

10. Please provide a copy of Local Business Tax Receipts from Palm Beach County and the applicable municipality are attached.

11. Please provide a Certificate of Good Standing indicating the formation or domestication of the entity in and for the State of Florida is attached.

12. Please provide copies of licenses if applicable from the State of Florida authorizing the business to provide the good services or professional services contemplated in the bid documents.

By signing below, I hereby certify that under penalty of perjury I believe my business qualifies as a Palm Beach County, Western Community or subcontractor utilization business in accordance with Wellington's Local Preference Policy and that I have submitted current and accurate information and documents relating to my qualifications. I further acknowledge and agree that any fraudulent or duplicitous information submitted in furtherance of this application will be grounds for disqualification from bidding on this project and doing business with Wellington in the future.

Applicants Federal Tax ID Number - _____ Applicants Business Address _____

Signature of Authorized Representative of Corporation, Partnership, or other business entity:

Print Name: _____

Title: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 201__, by _____, He/She is personally known to me or has presented

_____ as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____
(State)

Notary Seal

Signature of Individual if Sole Proprietor:

Print Name: _____

Date: _____

CITY OF: _____

COUNTY OF: _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on this ____ day of _____, 201__, by _____, He/She is personally known to me or has presented

_____ as identification.

(Signature of Notary)

(Print or Stamp Name of Notary)

Notary Public _____
(State)

Notary Seal

CONFLICT OF INTEREST STATEMENT

This Proposal/Agreement (whichever is applicable) is subject to the conflict of interest provisions of the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and the Florida Statutes. During the term of this Agreement and any renewals or extensions thereof, the VENDOR shall disclose to WELLINGTON any possible conflicts of interests. The VENDOR's duty to disclose is of a continuing nature and any conflict of interest shall be immediately brought to the attention of WELLINGTON. The terms below shall be defined in accordance with the policies and Code of Ordinances of WELLINGTON, the Palm Beach County Code of Ethics, and Ch. 112, Part III, Florida Statutes.

CHECK ALL THAT APPLY.

☐ To the best of our knowledge, the undersigned business has no potential conflict of interest for this Agreement due to any other clients, contracts, or property interests.

☐ To the best of our knowledge, the undersigned business has no employment or other contractual relationship with any WELLINGTON employee, elected official or appointed official.

☐ To the best of our knowledge, the undersigned business has no officer, director, partner or proprietor that is a WELLINGTON purchasing agent, other employee, elected official or appointed official. The term "purchasing agent", "elected official" or "appointed official", as used in this paragraph, shall include the respective individual's spouse or child, as defined in Ch. 112, Part III, Florida Statutes.

☐ To the best of our knowledge, no WELLINGTON employee, elected official or appointed official has a material or ownership interest (5% ownership) in our business. The term "employee", "elected official" and "appointed official", as used in this paragraph, shall include such respective individual's relatives and household members as described and defined in the Palm Beach County Code of Ethics.

☐ To the best of our knowledge, the undersigned business has no current clients that are presently subject to the jurisdiction of WELLINGTON's Planning, Zoning and Building Department.

☐ The undersigned business, by attachment to this form, submits information which may be a potential conflict of interest due to any of the above listed reasons or otherwise.

THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THE FAILURE TO CHECK THE APPROPRIATE BLOCKS ABOVE OR TO ATTACH THE DOCUMENTATION OF ANY POSSIBLE CONFLICTS OF INTEREST MAY RESULT IN DISQUALIFICATION OF YOUR BID/PROPOSAL OR IN THE IMMEDIATE CANCELLATION OF YOUR AGREEMENT, WHICHEVER IS APPLICABLE.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

Being duly sworn deposes and says:

That he/she is an officer of the parties making the forgoing bid submittal, that such bid submittal is genuine and not collusive or sham, that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner, directly, or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the price of affiant or any other bidder, or to fix any overhead, profit of cost element of said price, or that of any other bidder, or to secure any advantage against the authority, of any person interested in the proposed contract and that all statements in said bid is true.

Name of Bidder

Print name of designated signatory

Signature

Title

On this _____ day of _____, 20____, before me appeared _____ personally known to me to be the person described in and who executed this _____ and acknowledged that (she/he) signed the name freely and voluntarily for the uses and purposes therein described.

In witness thereof, I have hereunto set my hand and affixed seal the day and year last written above.

Signature

Notary Public in and for the State of _____

(Affix Seal Here)

(Name Printed)

Residing at _____

My commission expires _____

AGREEMENT

Between

VILLAGE OF WELLINGTON

and

for

CONSTRUCTION SERVICES FOR

ANNUAL MILLING AND RESURFACING CONTRACT

THIS AGREEMENT is made and entered into this ____ day of _____, 201__, between VILLAGE OF WELLINGTON a Florida municipal corporation, through its Village Council, (hereinafter referred to as "Village"), and _____ a Florida _____ (hereinafter referred to as "Contractor"), having its principal office at _____ for _____ (hereinafter referred to as the "PROJECT") in accordance with the Contract Documents, hereinafter defined.

That the Village and Contractor for the consideration hereinafter named, agree as follows:

1. Definitions.

- a. Council: The Village Council, which is the governing body of the Village of Wellington, Florida.
- b. Designated Representative: An authorized representative of Contractor assigned to represent Contractor on this Project who shall be _____.
- c. Notice to Proceed: A written Notice to Proceed issued by the Project Manager.
- d. Project Manager: Unless otherwise explicitly stated all contract duties, contract responsibilities, and contract communications of Village shall be made through the Village's Director of Operations or the individual appointed by the Village's Director of Operations. The foregoing sentence shall not apply to Village construction inspections made to assure compliance with applicable regulatory law and which the Village conducts through an independent architect or design professional, in a governmental regulatory capacity.

2. Contract Documents. In addition to this Agreement, the following documents shall comprise the contract documents ("Contract Documents"): (a) plans and specifications attached hereto as Exhibit "A", (b) all Exhibits to this Agreement listed in Paragraph 39 (whether now attached or which will be attached in the future) (c) the performance and payment bond (if applicable); (d) the Notice to Proceed; (e) the Purchase Order, and (f) Modifications issued after execution of this Agreement. All of the Contract Documents, including any not attached hereto, are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto. The Contract Documents shall be interpreted together and in harmony with one another. In the event of a conflict between or among the Contract Documents, whichever document imposes the greater obligation on Contractor shall control. The Contractor must call any such conflict or discrepancy to the Village's attention, in writing. The Contractor shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Project Manager.

3. Scope of Work. The Contractor will provide all materials, supervision, light, power, transportation, labor, tools and equipment necessary to complete the work in strict accordance with the Contract Documents, and perform all work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents, and as required by the Manufacturer's specifications and all applicable laws, ordinances and rules and regulations of any governing authority including but not limited to the requirements of the Florida Building Code and any amendments thereto. The work to be performed shall hereinafter be referred to as the "Work".

4. Term, Time of Commencement and Completion. The term of the contract shall be for three (3) years from date of award, and by mutual agreement between the Village and the awardee(s), be renewable for two additional one year periods. After receiving notice to commence with the work for a particular project the Contractor shall commence promptly within seventy-two (72) hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days, or as designated by the Wellington's designee. The time of commencement of the Work shall be the date stated in the Notice to Proceed ("Date of Commencement"). Contractor shall reach Substantial Completion of all Work within 30 days from the Date of Commencement, subject to any authorized extensions of time as set forth in this Agreement. All Work shall be performed in an expeditious manner. Contractor shall reach Final Completion of all Work within thirty (15) days of Substantial Completion.

5. Liquidated Damages for Delay. The parties agree that time is of the essence in the performance of this Agreement. Substantial Completion of the Work under this Agreement shall be no later than the Substantial Completion date set forth in Article 4, subject to authorized extensions of time as set forth in this Agreement. In the event the Work is not

substantially completed by the completion date in Article 4 and has not been extended by Change Order, the Village shall be entitled to collect liquidated damages. Contractor and Village agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Village the sum of Five Hundred Dollars (\$500.00) for each calendar day in achieving Substantial Completion of the Work. Further, Contractor and Village agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Village the sum of 25% of the per diem rate set forth in the preceding sentence as liquidated damages for each and every calendar day of unexcused delay for failure to achieve Final Completion. It is hereby agreed that the amount of the per diem assessment for liquidated damages for the Contractor's failure to achieve Substantial Completion of the Work within the time specified in this Agreement is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed. The Village's exercise of its right to terminate this Agreement shall not release the Contractor from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Village or, at the Village's option, may be deducted from future payments that may be due and owing to Contractor. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Village, estimated at or before the time of executing this Agreement.

6. Contract Sum. The Village shall pay the Contractor for the cost of each project, authorized by the Village through the issuance of a Notice to Proceed, based upon the unit prices set forth in the Schedule of Values, inclusive of all licenses, taxes and fees. If any permits are required for the performance of the Work from any governing authorities having jurisdiction over the Project, Contractor shall be responsible for obtaining all required permits and the Village shall pay for the actual cost for such permits as part of the Contract Sum. The Village does not guarantee any minimum amount in contract price nor any minimum number of projects.

7. Payments. Based upon Applications for Payment submitted to and approved by the Project Manager based on Contractor's percentage of completion of the Work in accordance with the Schedule of Values attached as Exhibit "B", Village shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

- 7.1 Contractor shall submit its Application for Payment on the 28th of each month. The period covered by each Application for Payment is one month, ending on the 28th of the month.
- 7.2 Each Application for Payment shall show a complete breakdown the Project components, the quantities completed and the amounts due, together with such data substantiating the Contractor's right to payment and such supporting evidence which may be requested by the Project Manager including, but not limited to: (a) all Subcontractor requisitions; (b) where required by any manufacturers for extended warranties, inspection certificates or other acceptable documentation confirming the acceptable completion of any and all required inspections for the Work performed for which payment is being made; (c) all monthly reports required by any federal, state or local requirements including, but not limited to Davis-Bacon. In addition, as a further condition to payment of each progress payment, Contractor shall submit: (i) a sworn and certified Progress Payment Affidavit, which recites that all laborers, material suppliers and Subcontractors dealing with the Contractor have been paid in full through the date of the prior application for payment, with the exception of disputed payments; (ii) submit partial release of lien from Contractor for the current Application for Payment, submit partial releases of lien from all laborers, material suppliers and Subcontractors through the date of the last payment made, and submit partial releases of lien conditioned only upon payment from all lienors, through the date of the current Application for Payment, and such other evidence that the Village may reasonably require substantiating that all Work which is the subject of each such Application for Payment has been performed. The releases of lien form shall conform to the Florida's Construction Lien Law 713.01 et. seq. and/or Fla. Stat. § 255.05 shall be in such forms as approved by the Project Manager. An updated construction schedule shall be submitted at least monthly to the Village. Submission of the updated construction schedule shall not serve as notice of delays and shall not be construed as Owner's consent to extensions of the Contract Time. Each requisition shall be submitted in triplicate to the Project Manager for approval.

- 7.3 This Article left blank intentionally.
- 7.4 The Village may, but shall not be obligated to, upon the issuance of a notice of non-payment by a Subcontractor, supplier or materialmen, or any other lienor, or claimant as defined by §255.05, Florida Statutes, make all or any portion of any progress payment by check payable jointly to the order of Contractor and any lienor giving timely notice, or may make such payment directly to such lienor and deduct said sum from the balance then due Contractor. However, such payment, if made, shall not create any third party beneficiary or other rights in such lienor or claimant. In making such payments to lienors or claimant, the Village shall require such lienor or claimant to execute the applicable release of lien or the Waiver of Right to Claim Against Bond form in accordance with §255.05, Florida Statutes.
- 7.5 The Project Manager will authorize or reject payment, shall within twenty (20) business days of receipt of Contractor's application for payment authorize or reject payment. If the payment application is rejected by Project Manager as not complying with the requirements of this Article 7, Project Manager shall notify Contractor in writing and specify the deficiency and action necessary to make the application for payment proper. Village will pay Contractor within twenty-five (25) business days of receipt of Contractor's proper and complete Application for Payment, as provided above, unless the Application for Payment was rejected by Project Manager in which event, payment shall be made in accordance with § 218.735(3), Florida Statutes.
- 7.6 Village may withhold progress payment to such extent as may be necessary on account of:
- .1 Defective work not remedied.
 - .2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.
 - .3 Failure of Contractor to make payments properly to Subcontractors or suppliers or for material or labor.
 - .4 Damage to another Subcontractor, supplier, materialmen, party, or person not remedied.
 - .5 Liquidated damages pursuant to Article 5 hereof.
 - .6 As-built drawings not being in a current and acceptable state.
 - .7 Any other breach of this agreement by Contractor.

When the above grounds are removed or resolved or Contractor provides a surety bond or a consent of surety satisfactory to Village, which will protect Village in the amount withheld, payment may be made in whole or in part, as applicable.

- 7.7 When the Contractor receives payment from the Village for labor, services or materials furnished by Subcontractor and suppliers hired by the Contractor, the Contractor shall remit payment due those parties within ten (10) days after receipt of payment from the Owner, unless otherwise provided for by Florida Law.
- 7.8 Final Payment. Requests for final payment shall be accompanied by paid invoices and other back-up material as may be necessary by the Village to substantiate the final fee of Contractor. In no instance shall final billing exceed the amount allocated in the Contract Documents. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Village to Contractor when:
- .1 the Contractor has fully complied with and performed all of its obligations and/or responsibilities under the Contract Documents;

- .2 all punch list Work has been completed in accordance with the Contract Documents;
 - .3 Contractor has submitted a Contractor's Final Payment Affidavit in a form acceptable to the Project Manager and in accordance with Florida Statutes;
 - .4 Contractor has submitted its unconditional final lien waiver together with final lien waivers from all of its Subcontractors, lienors and suppliers in a form acceptable to the Project Manager;
 - .5 Contractor has obtained all applicable approvals from all governmental and other authorities having jurisdiction over the Work, unless such approvals are being withheld due to causes which are not within the Contractor's responsibility under this Agreement;
 - .6 Contractor has complied with all other express requirements of the Contract Documents and the reasonable requirements of Village as a condition to final payment;
 - .7 Project Manager has approved final payment;
 - .8 Contractor has submitted a certificate of insurance evidencing that the insurance required by the Contract Documents will remain in force after final payment, and will continue through the remaining duration of the Project, and thereafter as required by the Contract Documents;
 - .9 Evidence that any and all claims have been settled;
 - .10 Final, liquidated damages settlement statement.
 - .11 Surety has issued a Consent of Surety to Final Payment;
- 7.9 Upon receipt of written notice from Contractor that the Project or designated Phase thereof is ready for Final Inspection, the Project Manager shall, within ten (10) days, make an inspection thereof. If Project or designated Phase thereof is acceptable under the Contract Documents and the Project fully performed, Project Manager shall approve final payment.
- 7.10 Village may withhold final payment to such extent as may be necessary on account of:
- .1 Defective Work not remedied;
 - .2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor;
 - .3 Failure of Contractor to make payments properly to Subcontractors or Consultants or for material or labor;
 - .4 Damage to another Subcontractor, supplier, materialmen, party, or person not remedied;
 - .5 Liquidated damages pursuant to Article 5 hereof;
 - .6 As-built drawings not being in a current and acceptable state; and/or
 - .7 Any other breach of this agreement by Contractor

When the above grounds are removed or resolved or Contractor provides a surety bond or a consent of surety satisfactory to Village, which will protect Village in the amount withheld, payment may be made in whole or in part, as applicable.

- 7.11 If, after the Project has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Village shall, upon certification of the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 7.12 The making and acceptance of the final payment shall constitute a waiver of all claims by Contractor, except those previously made in writing and identified by Contractor as unsettled at the time of the final application for payment.
- 7.13 Punch List. The Contractor in conjunction with the Project Manager shall develop the punch list, a single list of items limited to minor omissions and defects which are required to render the Work complete and satisfactory in accordance with this Agreement, and the Project Manager shall submit the punch list to the Village in accordance with the time frames set forth herein. The Contractor shall develop the punch list within 30 calendar days after reaching Substantial Completion. The failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the Contractor to complete all of the Work in accordance with this Agreement. Upon completion of all items on the punch list, the Contractor may submit a payment request for all remaining retainage withheld (if any) by the Village. If a good faith dispute exists as to whether one or more items identified on the punch list have been completed pursuant to the Agreement, the Village shall continue to withhold up to 150 percent of the total costs to complete such items. Within ten (10) days of written notification to the Project Manager that all punch list items have been completed, the Project Manager shall inspect the punch list items. If the punch list items have not been completed to the reasonable satisfaction of the Project Manager, and if it is necessary for the Project Manager to reinspect the completion of any punch list items, the Contractor shall be responsible for all fees and costs charged by the Village for making any such reinspections.

8. Contractor. Contractor represents that it is a properly qualified and licensed contractor in good standing with the State of Florida and is a Florida corporation in good standing, organized and existing under the laws of the State of Florida. Contractor further represents that it has read, examined and understands the pertinent Contract Documents and is well qualified and able to perform the Work; that it has a sufficient number of qualified personnel to assure timely performance of the Work; that it has the proper tools and equipment to perform the Work; and is financially capable of performing this Agreement; that Contractor has visited the site of the Work, examined the actual job conditions and is familiar with local conditions and all things required that will have a bearing on performance of the Work; that all materials incorporated in the Work will be new unless otherwise specified, and that all Work will be of first quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. The Contractor shall supervise and direct the Work using its best skill and attention. All Work shall be performed by craftsmen skilled in the trades and application of materials involved. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety or persons or property. Contractor shall comply with the Trench Safety Standards provided by OSHA's Excavation Safety Standards, 29 CFR §1926.650 Subpart P and Fla. Stat. §553.60-§553.64 (1990) (inclusive).

The Contractor at all times shall keep the Property free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work Contractor shall remove, at its sole cost and expense, all its waste materials and rubbish from and about the Property as well as its tools and equipment, shall clean all surfaces, and shall leave the Work "broom clean" or its equivalent, except as otherwise specified. Contractor agrees to immediately repair at its sole cost and expense all damages to the Property arising from or relating to Contractor's performance of the Work.

9. Indemnity. To the fullest extent permitted by the law, Contractor shall indemnify and hold harmless the Village, and its officers, directors, agents, members and employees, from liabilities, damages, losses, and costs, including, but

not limited to, reasonable attorneys' fees at the trial and appellate level, but only to the extent caused by the negligence, recklessness, wrongly or intentionally wrongful conduct, act or omission of the Contractor and other persons employed or utilized by Contractor, any of Contractor's Subcontractors, agents or others for whom the Contractor is responsible, arising from this Contractor its performance. The Village's contributory negligence shall only reduce, but not prevent, the Contractor's obligation to indemnify provided herein. Regardless of the forgoing, this provision shall be limited by Florida Statute 725.06.

10. Subcontracts. No portion of the Work may be subcontracted without the prior written consent of the Village, which consent may be withheld for any reason. It is further agreed that all subcontracts and material and equipment purchase contracts entered into by Contractor or its subcontractors or material suppliers, shall contain a provision stating that the Village may bring claim directly against any subcontractor of Contractor for breach of Contract, warranty rights, quality of workmanship, and create third party beneficiary rights of Village in said agreements. Additionally, nothing contained in this Contract shall constitute an assignment of Contractor's rights against the Village or create any third party beneficiary rights in any subcontractors or material and equipment suppliers of Contractor. The purpose of this provision is to allow the Village, in addition to Contractor, to make claim for damage or indemnification directly against any subcontractors or material and equipment suppliers that may be ultimately responsible for defects or deficiencies in the Work or materials and equipment.

11. Time & Delays. All time limits stated in the Contract Documents are of the essence in this Agreement. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, inclement weather, causes beyond the Contractor's control, or by any cause which the Project Manager may determine justifies the delay, then the Contract Time shall be extended by written Change Order for such reasonable time as the Project Manager may determine. All requests for extensions of time other than those associated with changes in the Work, must be submitted in writing to Project Manager within three (3) business days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time. In the event that Contractor is delayed in the progress of the Work, and is granted an extension of time in which to perform the Work; in no instance will Contractor be entitled to increased costs, compensation or damages as a result of delay. All damages that may occur by reason of delay are hereby waived by Contractor. Said claim shall specifically include, among other things, an adjusted critical path schedule reflecting precisely the delay and its claimed impact upon the Contractor's future performance. Claims for adverse weather conditions shall be documented by data substantiating the weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The parties agree that time is of the essence in the performance of this Agreement

12. Insurance. The Contractor, as a condition of this Agreement and to payment, shall purchase and maintain such insurance as will protect it from claims under Worker's Compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death and from claims for damages to property which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The Village shall be named as an additional insured in all policies required to be maintained hereunder with the exception of the Worker's compensation insurance and builder's risk insurance. Village shall be a named insurance on all builder's risk insurance. At a minimum, Contractor shall provide the following insurance:

12.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy (ies) must include Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each disease, and Five Hundred Thousand Dollars (\$500,000) aggregate by disease.

12.2 Project Specific Comprehensive General Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability must include:

- .1 Premises and/or Operations on an occurrence basis.
- .2 Independent contractors.
- .3 Products and/or Completed Operations Liability on an occurrence basis.
- .4 Explosion, Collapse, and Underground Coverages.

- .5 Broad Form Property Damage.
- .6 Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- .7 Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

- 12.3 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.
Non-owned and hired vehicles.

- 12.4 Builder's Risk Insurance [IF APPLICABLE]

The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk, "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the Village has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the Village, Contractor, and all Subcontractors and suppliers in the Project. The Contractor, shall be solely responsible for any deductibles under the builders risk insurance. The policy must be endorsed to provide that the builder's risk will continue to apply until final acceptance of the Project)or additions by the Village. Village shall be a named insured and beneficiary of the builder's risk insurance.

- 12.5 Notice of Cancellation, Expiration, and/or Restriction: The policy (ies) must be endorsed to provide Village with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction, to the attention of the PROJECT MANAGER, 12300 Forest Hill Blvd., Wellington, FL 33414.
- 12.6 The Contractor's Certificates of Insurance are attached hereto as **Exhibit "C"**. Village reserves the right to require a certified copy of such policies upon request. All certificates shall state that Village shall be given thirty (30) days prior written notice of cancellation and/or expiration.
- 12.7 All policies of Contractor shall contain an endorsement whereby the insurance carriers agree that its insurance is primary and not contributory with or in excess of any coverage which the Village has purchased. The Contractor shall be responsible for all deductibles under the insurance policies. The Contractor shall be responsible for all loss or damage to the Work, including the Contractor's materials delivered to site for incorporation therein and all property issued to the Contractor by the Village for use or incorporation in the Work. The Contractor shall waive all rights against the Village for recovery of damages to the extent that these damages are covered by insurance maintained pursuant to the above requirements, and the Contractor shall provide all waivers of subrogation in the endorsements and forms required by the Village.
- 12.8 Notwithstanding the availability of any insurance listed hereunder, the Contractor shall bear the risk of loss for its acts, errors or omissions pursuant to this Agreement. The Contractor bears all liability and risk of loss, for losses and damages arising from any acts, errors, omissions, or negligence on the part of the Contractor and its Subcontractors, including without limitation damages for defective and nonconforming work, and the Contractor and all applicable

Subcontractors shall bear the risk and pay for such losses regardless of whether the Contractor should be covered for such losses by any insurance required by this Article. The Contractor bears all liability and risk of loss, for losses and damages arising from acts of god, rain, fire, vandalism or any other causes, other than causes resulting from the negligence of the Village.

- 12.9 The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:

(Certificates need to include the following as the Certificate Holder)

Village of Wellington
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies

The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy

13. Correction of Work Contractor warrants to Village that all materials and equipment furnished for the Project will be new unless otherwise specified and that all Work for the Project, will be of good quality, free from faults and defects, fully functional, and in conformance with the Contract Documents. The Work shall be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. All Work for the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall, within three (3) working days of written notice from Village, correct any Work that fails to conform to the requirements of the Contract Documents. The Contractor shall bear all costs of correcting such defective work.

14. Changes. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order or Construction Change Directive, subject to the limitations stated in this Article 14 and elsewhere in the Contract Documents. Any changes in the Work or any adjustment in the Contract Sum or the Contract Time shall only be made upon written Change Order or Construction Change Directive as provided herein. If Contractor proceeds with such work without obtaining a written change order or Construction Change Directive, it shall be assumed that Contractor has performed such work at no additional charge. The requirement for a writing under this Article cannot be waived. A Change Order shall be based upon agreement among the Project Manager and Contractor and a Construction Change Directive requires directive by the Project Manager and may or may not be agreed to by the Contractor. Among other circumstances, a Construction Change Directive may be issued where the Contractor believes it is entitled to a Change Order or otherwise to an increase in the Contract Sum or Contract Time, but the Village does not agree. In such event, the Contractor is obligated to perform the Work described in the Construction Change Directive in accordance with this Article. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive.

14.1 Change Orders

14.1.1 A Change Order is a written instrument signed by the Project Manager and Contractor stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, to the Contract Sum; and
- .3 The amount of the adjustment, if any, to the Contract Time.

14.2 Construction Change Directives

14.2.1 A Construction Change Directive is a written order signed by the Project Manager directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Village may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

14.2.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

14.2.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 14.2.7.

14.2.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Project Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Disagreement as to the adjustment to the Contract Sum or Contract Time shall not excuse Contractor from its prompt performance of the Work described in the Construction Change Directive.

14.2.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

14.2.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Project Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, the Contractor shall keep and present, in such form as the Project Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 14.2.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

14.2.8 Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Project Manager will make an interim determination for purposes of monthly certification for payment for those costs and approve for payment the amount that the Project Manager determines, in the Project Manager's sole judgment, to be reasonably justified. The Project Manager's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim.

15. Compliance with Laws. The Contractor shall give all notices, and warrants and represents that the Work will comply with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Work. Contractor shall comply with all ordinances, laws and rules of the State of Florida, Village of Wellington and Palm Beach County applicable to the Work. Contractor shall be liable for any deviation from any laws, ordinances, rules, regulations, and orders of any public authority even if in strict compliance with the Contract Documents. Contractor shall bear sole responsibility for and bear all costs necessary to insure full compliance with the representations contained herein, including, but not limited to any attorney's fees or other expenses incurred by Village in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process. The provisions of this paragraph shall survive the termination of this Agreement.

16. Termination. If the Village fails to issue payment for a period outlined in Article 7 through no fault of the Contractor, the Contractor may, after ten (10) days written notice to the Village terminate this Agreement unless the Village cures such default and recover from the Village payment for all work executed including a reasonable profit thereon not to exceed ten percent (10%), but which sum shall never exceed the contract sum less the cost to complete any remaining Work. This sum shall be Contractor's sole remedy under this Agreement.

If the Contractor cannot satisfy the conditions and obligations imposed by the Contract Documents, or breaches any of the terms of this Agreement then the Village may, without prejudice to any right or remedy and after giving the Contractor three (3) days written notice, terminate this Agreement and take possession of the site and of all materials, owned by the Contractor and finish the work by whatever method the Village deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of completing and correcting the Work such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Village. This provision shall in no way limit the Village's right to claims for any additional damages including but not limited to delay and consequential damages. This obligation for payment shall survive termination of this Agreement.

The Village may also terminate this Agreement for the Village's convenience and without cause upon three (3) days written notice to Contractor. If the Contractor is terminated for convenience, the Contractor shall be paid for all Work completed through the date of termination, less payments made and any amounts that the Village is entitled to withhold pursuant to the terms of this Agreement and by law. The Contractor waives any and all claims for damages resulting from such termination for convenience, including without limitation anticipated profits and any and all damages.

17. Transfer of Lien. In the event any liens should be filed against the Property by any lienors, in connection with labor or services performed, Contractor shall indemnify and hold Village harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then Contractor must forthwith transfer such lien to security in accordance with Florida Statutes. Should Contractor fail to transfer such lien, the Village may, at its option, do so and deduct the amount expended, including all costs and attorney's fees incurred from any payment then due Contractor.

18. Bonds.

18.1 A Performance and Payment Bond (separate Performance Bond and separate Payment Bond) of the form and containing all the provisions of the Performance and Payment Bond (Performance Bond and Payment Bond forms) attached hereto and made a part hereof. The Payment and Performance Bond required herein shall be in conformance with Florida Statutes 255.05, approved by Village, executed by a surety company shown in the United States Treasury list of approved companies and authorized to do business in the state of Florida.

18.2 Payment and performance bonds shall be required for each project over \$200,000 awarded from Section A, guaranteeing to the Owner the completion and performance of the project covered in this Agreement, as well as full payment of all suppliers, material, laborers, or Subcontractors employed pursuant to this Project. The bonds shall be furnished prior to issuance of the Purchase Order for the project and shall remain in effect until the project is complete.

18.3 Such Bonds shall continue in effect for one (1) year after completion and acceptance of any Project whereby this contract was utilized, with liability equal to one hundred percent (100%) of the project amount surety, or an additional bond shall be conditioned that Contractor will, upon notification by Village, correct any defective or faulty Work or materials which appear within three (3) years after completion of the Contract.

19. Applicable Law and Venue; Attorney's Fees. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida. In the event of litigation to settle disputes arising out of this Agreement or the Project, the prevailing party shall be entitled to recover against the other party its cost and expenses, including reasonable attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

20. Drug-Free Workplace. Execution of this Agreement by Contractor shall serve as Contractor's certification that it either has or that it will establish a drug-free workplace consistent with Chapter 112.0455, Florida Statutes.

21. Conflicts. Contractor shall comply with all conflict of interest provisions found in the Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Chapter 112, Florida Statutes. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile expert witness against Village in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of Village in any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement. In the event Contractor is permitted to utilize Subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such Subcontractors, by written contract, from having any conflicts as within the meaning of this Section.

22. Public Entity Crime Statement. Contractor acknowledges the existence of Section 287.133(2)(a), Florida Statutes ("Public Entity Crimes Act"), which provides, in part, that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Village, may not submit a bid on a contract with Village for the construction or repair of a public building or public work, may not submit bids on leases of real property to Village, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a contract with Village, and may not transact business with Village in excess of

the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section by Contractor shall result in termination of this Agreement by Village without penalty.

23. Truth-In-Negotiation Certificate. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Contract Price and any additions thereto shall be adjusted to exclude any significant sums, by which Village determines the Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

24. Records. Contractor shall keep such records and accounts and require any and all architects, Consultants, and Subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by Village and for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

25. In accordance with Palm Beach County Ordinance Number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County Ordinance Number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. Village of Wellington's Purchasing and Procurement Procedures Manual. Contractor shall comply with all Contractor requirements of the Village of Wellington's Purchasing and Procurement Procedures Manual as adopted by Resolution No. R2014-12.

27. Local Preference. Except where prohibited by federal or state law, other funding source restrictions, or as otherwise excluded by the Village of Wellington's Local Preference Policy, if Contractor represented itself as a Palm Beach County Local Business or Western Communities Local Business in accordance with the Village of Wellington's Local Preference Policy, Contractor shall be obligated to maintain such status in accordance with eligibility requirements of Village of Wellington's Local Preference Policy through final completion of the Project. In the event Contractor qualified for Local Preference by subcontractor participation, the Contractor shall maintain the local subcontractor(s) identified in its response to the Owner's Invitation to Bid and shall not replace same without the prior written consent of the Owner. In the event Contractor needs to replace a local subcontractor, said subcontractor shall be replaced with another contractor which meets the eligibility requirements of the Village of Wellington's Local Preference Policy, unless expressly agreed in writing by the Owner.

28. Code of Ethics & Conduct. If Contractor violates or is a party to a violation of the Florida Statutes Chapter 112 or the Palm Beach Code of Ethics (Sec. 2-441 et. seq), Contractor may be in material breach of this Agreement and may be disqualified from bidding on any future bids for work of goods with the Owner.

29. Non-Collusion. This Agreement is made without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in termination of this Agreement, return of materials or discontinuation of services, and the possible removal of Contractor from bidder lists.

30. Drug-Free Workplace. Contractor certifies that it maintains a drug-free work place.

31. As part of the Village's National Pollutant Discharge Elimination System (NPDES) requirements, Contractor may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Contractor is responsible for all costs associated with the training.

32. Traffic Control and Maintenance. To the extent applicable, the Contract Sum includes all traffic control and traffic control costs related to the Work. The Maintenance of Traffic Plan and all traffic warning and control devices shall

conform to the applicable provisions of the latest editions of the national "Manual On Uniform Traffic Control Devices" (MUTCD), and the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards". The MOT Plan shall be prepared by a Florida MOT Certified Technician if FDOT standard details are used. If FDOT standard details are not used, a Professional Engineer licensed in Florida shall prepare the MOT Plan. MOT Plans shall be submitted to appropriate agencies for approval. Costs of compliance with this Paragraph are included as part of the Contract Sum.

33. Existing Structures & Utilities. All known utilities have been shown on the Plans and Drawings according to the best information available. It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Project area so that said owners may stake, otherwise make, or protect their facilities. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the Work, they must be repaired immediately in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the Work, take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility. Should the Work require repairs, changes, or modifications of the Owner's utilities as well as other utilities, it is the responsibility of the Contractor to provide for the maintenance of continuous water, sewage, electric, telephone and other utility services to all present customers of such utilities, unless approval in writing is secured from the applicable utility company or Owner for interruption of such service.

34. Testing. All tests and analyses, which are called for in the Specifications and/or Drawings to be performed by an Independent Testing Laboratory or otherwise, will be at the Contractor's expense unless otherwise specified, provided the tests and analyses determine that the material(s) and/or Work meets the requirements as specified. All such tests that pass or fail to meet the Project requirements are to be paid by the Contractor.

35. Storage Site. The Contractor shall furnish, at its expense, properly zoned area suitable for field offices, material storage and equipment service and storage, as applicable for the Project. The Contractor shall maintain these areas in a clean, orderly condition so as not to cause of nuisance in the area and shall restore the storage areas to its original or better condition.

36. Miscellaneous. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the prior written consent of the other. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. This Agreement may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of such amendment or modification is sought. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders. This Agreement supersedes any prior agreements between the parties with respect to its subject matter. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

37. Notice. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For VILLAGE:

Awilda Rodriguez, Village Clerk
Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

For Contractor

38. The Owner Direct Special Conditions (Sales Tax Information) are incorporated herein by reference.

39. Exhibits

Exhibit A	Plans & Specifications
Exhibit B	Schedule of Values
Exhibit C	Certificate of Insurance
Exhibit D	Payment and Performance Bond Forms (if applicable)
Exhibit E	Progress Payment Certification
Exhibit F	Form for Affidavit for Final Payment

(Signatures on following page)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ENGINEER on their behalf.

OWNER: Village of Wellington CONTRACTOR _____

By _____ By _____
Bob Margolis, Mayor

Attest: _____ Attest: _____
Awilda Rodriguez, Wellington's Clerk
(SEAL) (CORPORATE SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Village Attorney

EXHIBIT A
PLANS & SPECIFICATIONS

EXHIBIT B
SCHEDULE OF VALUES

EXHIBIT C
CERTIFICATES OF INSURANCE

EXHIBIT D
PAYMENT BOND

BOND NO: _____

FORM OF PAYMENT BOND

BY THIS BOND, We _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the Village of Wellington, as Obligee, hereinafter called "VILLAGE"; in the amount of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract on the ____ day of _____, 20__, with the VILLAGE, Contract Number: _____ ("Contract") for the _____ which Contract is by reference incorporated herein and made a part hereof, and specifically includes provision for liquidated damages and other damages;

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1. Pays VILLAGE all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that VILLAGE sustains because of default by CONTRACTOR under the Construction Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Construction Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to CONTRACTOR a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

- 2.4. Any action or claim under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Construction Contract or the changes does not affect the Surety's obligation under this Bond.

DEFINITIONS

Contract: For purposes of this Bond, the Contract is the entire integrated agreement between the Village and the Contractor, which includes the Agreement and other documents incorporated therein and all Contract Documents and the changes thereto.

Signed and sealed this ____ day of _____, 20__.

ATTEST:

(Secretary)

CORPORATE SEAL

IN THE PRESENCE OF:

CONTRACTOR

(Name of Corporation)

By: _____
(Signature)

(Print Name and Title)

____ day of _____, 20__.

SURETY COMPANY:

By: _____

Print Name: _____

Address: _____
(Street)

(City, State and Zip Code)

Telephone No: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bonds; that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

Secretary (on behalf of)

(SEAL)

Corporation

STATE OF FLORIDA

)

) SS

COUNTY

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ to me well known or who has provided _____ as identification, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond(s) on behalf of CONTRACTOR named therein in favor of VILLAGE..

Subscribed and Sworn to before me this _____ day of _____, 20__.

My commission expires:

Notary Public, State of Florida

Bonded

By: _____

PERFORMANCE BOND

BOND NO: _____

AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ a Corporation, as Principal (hereinafter called Contractor), whose principal business address and telephone number is _____ and _____ organized and existing under and virtue of the laws of the State of Florida, as Surety (hereinafter called Surety), and authorized to transact business within the State of Florida, whose principal business address and telephone number is _____, are held and firmly bound unto the Village of Wellington, a Municipality of the State of Florida, as OBLIGEE (hereinafter called the Village or Obligee), in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the VILLAGE, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents as follows:

WHEREAS, the CONTRACTOR has executed and entered into a Contract, dated the _____ day of _____, 20____, with VILLAGE, Contract Number: _____ ("Contract"), for _____ ("Project") which is by reference incorporated herein and made a part of this Bond as fully and completely as if set forth herein;

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT IF CONTRACTOR:

1. In all respects fully, promptly and faithfully complies with the terms and conditions of the Contract; and
2. Indemnifies and saves harmless the above VILLAGE against and from all costs, expenses, damages including liquidated damages, attorney's fees, including appellate proceedings, injury, or loss to which said VILLAGE may be subject by reason of any wrong doing, misconduct, want of care or skill, negligence, failure to complete within the prescribed time, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, its agents or employees, in the execution or performance of said Contract; and
3. Performs the guarantee and warranty of all work and materials furnished under the Construction Contract for the time specified in the Contract;

THEN THIS BOND IS VOID; OTHERWISE IT WILL REMAIN IN FULL FORCE AND EFFECT for the term of the Contract, including any and all warranty periods as specifically mentioned in said Contract.

By incorporating the Contract into its Performance Bond, the Surety agrees that if the Contractor or any party for whom the Contractor is responsible fails to perform any of its obligations pursuant to the Contract, then Surety will be liable to VILLAGE for all damages VILLAGE may sustain and be entitled to in law and pursuant to the Contract. The VILLAGE shall simply give the Surety the same notices that VILLAGE shall be required to give to Contractor of Contractor's Default(s) pursuant to the Contract to trigger Surety's liability. The VILLAGE will not be required to terminate the Contractor to trigger the Surety's liability for the Contractor's Defaults.

The Surety is also obligated to the VILLAGE without duplication for:

1. The responsibilities of the Contractor for correction of defective or deficient work, materials, and completion of the Contract, including all punch list work, the performance of all warranty and guarantee obligations, including those which arise subsequent to substantial and final completion of the Contract,
2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act pursuant to this Bond, and
3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Contractor.

After notice by the VILLAGE of a Contractor Default, the Surety shall be deemed to be in default on this Bond if the Surety fails to take appropriate action to cure the Contractor's Default within fifteen (15) days after receipt of the written default notice from the VILLAGE to the Surety demanding that the Surety perform Contractor's obligations. Should the Surety not take reasonable action to cure the default within fifteen (15) days the VILLAGE shall be entitled to all damages as set forth herein or in the Construction Contract and enforce any other remedy available to the VILLAGE.

The Surety for value received hereby stipulates and specifically agrees that no change involving any extension of time, or alteration or addition to the terms of the Construction Contract or to the Work to be performed, or materials, equipment or supplies to be furnished thereunder, or in the Plans, Drawings and Specifications accompanying the said Construction Contract shall affect the said Surety's obligation under this Bond and the said Surety does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Construction

Contract or to the Work, or to the Plans, Drawings and Specifications or any other changes, compliance or noncompliance to the terms of the Construction Contract or to the work or to the Specifications.

DEFINITIONS

Contract: For purposes of this Bond, the Contract is the entire integrated agreement between the VILLAGE and the Contractor, which includes the Agreement and other documents incorporated therein and all Contract Documents and the changes thereto.

Contractor Default: Failure of the Contractor, which has not been remedied, to perform or otherwise to comply with the Construction Contract.

IN WITNESS WHEREOF, the above parties bound together have executed this instrument this ____ day of _____, 20____, with the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

CONTRACTOR (Principal)

(Typed Name of Contractor)

ATTEST:

By: _____
(Signature of Officer)

(SEAL)

(Typed Name and Title)

SURETY

(Typed Name of Surety)

(Florida Resident Agent)

By: _____
(Signature of Attorney-in-fact. Attach
Power of Attorney)

STATE OF FLORIDA

COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____ who is personally known to me or who has produced _____ as identification who has executed this Bond on behalf of _____ Surety and who did (did not) take an oath.

Notary Public, State of Florida

My commission expires

Stamp

IMPORTANT: Surety companies executing this Bond must appear on and have sufficient bonding capacity per the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

EXHIBIT E
PROGRESS PAYMENT CERTIFICATION

Project Name: _____

PO Number: _____

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Purchase Order referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior invoices number(s) _____, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this invoice number _____ will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

When the Contractor receives payment from the Village for labor, services or materials furnished by Subcontractor and suppliers hired by the Contractor, the Contractor shall remit payment due those parties within ten (10) days after receipt of payment from the Owner, unless otherwise provided for by Florida Law.

Dated: _____, _____

Contractor: _____

Mailing Address: _____

By _____
(Name _____ Title _____)

State of _____)
County of _____)ss

Subscribed and Sworn to (or affirmed) before me on this ____ day of _____ by _____ He/She is personally known to me or has presented _____ as identification. Who being so duly sworn, did depose and say that he/she is _____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct, and complete.

Notary Public Signature and Seal

Print Notary Name and Commission No.

EXHIBIT F
CONTRACTOR'S AFFIDAVIT TO OWNER
AND FINAL RELEASE OF LIENS

STATE OF FLORIDA
COUNTY OF _____

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared _____, who, being by me first duly sworn, on oath depose(s) and say(s):

(1) He/she is/they are a (Corporation, Partnership, or Individual) of _____ (State), doing business as _____, hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with Wellington, hereinafter called "Owner" to do Work (furnish material, labor and services) for Annual Asphalt Milling and Resurfacing Contract Purchase Order No. _____, located at Palm Beach County, Florida.

(3) Contractor has fully completed construction in accordance with the terms of the Contract, and all lienors have been paid in full, except:

<u>NAME OF LIENOR</u>	<u>AMOUNT DUE AND UNPAID</u>
_____	_____
_____	_____

(4) All Workmen's Compensation claims have been settled and no liability claims are pending, in connection with, arising out of or resulting from the Contractor.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit. Further, Contractor represents, warrants and covenants that all subcontractors, materialmen and suppliers have been paid in full. The contractor further provides under penalty of perjury that there are no claims of lien on the project.

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05, whichever is applicable.

Signed and sealed in the presence of:

By: _____ (Seal)

Subscribed and Sworn to (or affirmed) before me on this ____ day of _____ by _____ He/she is personally known to me or has presented _____ as identification.

Notary Public Signature and Seal

Print Notary Name and Commission No.



A GREAT HOMETOWN

Council

Bob Margolis, Mayor
John Greene, Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John T. McGovern, Councilman

Manager
Paul Schofield

ITB No. 009-15/DZ

Title: Annual Asphalt Milling and Resurfacing Contract

Bid Opening Date: July 8, 2015 at 2:00pm

Addendum Date: June 18, 2015

ADDENDUM NO. ONE

PURPOSE: The purpose of this Addendum/NOTICE is to make changes, additions, deletions, revisions, and clarifications to the (ITB) Invitation to Bid documents for Annual Asphalt Milling and Resurfacing Contract. Bidder shall review the Addendum/NOTICE work and requirements in detail and incorporate any effects the Addendum/NOTICE may have in their proposal price.

1. In the event of an emergency (hurricane, tropical storm, etc), the Village of Wellington may use this annual contract on FHWA Aid eligible roads throughout Wellington. The attached Form FHWA 1273 titled "Required Contract Provisions Federal-Aid Construction Contracts" ("Form 1273") shall be incorporated in the agreement. The terms, provisions, and requirements set forth in Form 1273 shall only apply to the agreement in the event Wellington applies for federal funding from FHWA/FDOT.

ACKNOWLEDGEMENT: Bidder must acknowledge receipt of any and all Addenda in the space provided on the Bidder Submittal Form. Failure to do so may result in rejection of the Proposal. All requirements of the proposal documents remain unchanged except as cited herein.

Signature of Bidder Acknowledging Receipt of
Addendum No. (1) One to be attached in front of Bid

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Council

Bob Margolis, Mayor
John Greene, Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John T. McGovern, Councilman

Manager
Paul Schofield

ITB# 009-15/DZ

Title: Annual Asphalt Milling and resurfacing Contract

Bid Opening Date: July 8, 2015

Addendum Date: June 29, 2015

ADDENDUM #2

PURPOSE: The purpose of this ADDENDUM / NOTICE is to make changes, additions, deletions, revisions, and clarifications to the (ITB) Invitation to Bid documents for Annual Asphalt, Milling and Resurfacing Contract. Bidder shall review the ADDENDUM/NOTICE work and requirements in detail and incorporate any effects the ADDENDUM/NOTICE may have in their proposal price.

QUESTION# 1: Can you provide a list of potential roads to be resurfaced? See below

Location	Approx. Lane Miles
Forest Hill Boulevard (section) Wellington Trace to Quercus Drive	2.3
Stratford Street Forest Hill Boulevard to Wellington Trace	0.9
Red Pine Trail, Spanish Oak Way, Chapparel Trail, & Chppard Court (Eastwood II)	2.0
120 th Avenue Lake Worth Road to Pierson Road	2.0
Kinglet Terrace, Whimbrel Road (Eastwood)	0.8
Wyndcliff Drive, Inverness Circle, Braeburn Place, Laurel Valley Circle, Merion Court, and Greenbrier Circle (South Shore)	2.5

Horseshoe Trace (2 areas), Lemongrass Lane,
Foresteria Road, Rose Court, Crowberry
Court, Windflower Court, Larkspur Lane,
Blackberry Drive, Autumn Avenue, Angelica
Court (Sugar Pond Manor)

5.3

QUESTION# 2: Are Bid Bonds Required? No a Bid Bond is NOT required.

QUESTION# 3: Escalation (there are two different comments regarding escalation)

- Page 8 Article 9.3 "There will be no allowable price escalations for services, materials, or fuel costs throughout the initial term of the contract".
- Page 26 "A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the liquid bituminous material used in Asphalt concrete Mises included in this proposal exceed then percent (10%) of the current Florida Department of Transportation price index data for liquid bituminous material".

Please clarify if escalation will be allowed? **Yes escalations will be allowed.**

QUESTION# 4: Provide a copy of the bid tabulation from the current contract. See attached.

Signature of Bidder Acknowledging Receipt of
Addendum No. (2) TWO to be attached in front of Bid |

Annual Asphalt Milling & Resurfacing

ITB# 077-12/ENR

Opening Date: June 27, 2012 at 10:00 AM Local Time

VENDORS	Community Asphalt	Wynn & Sons	Ranger Construction	Charles Whiteside	Weekly Asphalt Paving
1 Original and 1 Electronic Copy	Yes	Yes	Yes	Yes	Yes
Bid Acknowledgment Cover Sheet	Yes	Yes	Yes	Yes	Yes
Acknowledgement of Addendums	Yes	Yes	Yes	Yes	Yes
Bid Form Signed by Authorized Representative	Yes	Yes	Yes	Yes	Yes
Bid Bond Security/Cashier's Check	Yes	Yes	Yes	Yes	Yes
Schedule of Values	Yes	Yes	Yes	Yes	Yes
Schedule of Subcontractor/Supplies	Yes	Yes	Yes	Yes	Yes
Schedule of Equipment/Materials	Yes	Yes	Yes	Yes	Yes
Drug Free Workplace	Yes	Yes	Yes	Yes	Yes
Trench Safety Affidavit	Yes	Yes	Yes	Yes	Yes
Sworn Statement Section 287.133(3) (a)	Yes	Yes	Yes	Yes	Yes
Questionnaire	Yes	Yes	Yes	Yes	Yes
References	Yes	Yes	Yes	Yes	Yes
Insurance Certificates	Yes	Yes	Yes	Yes	Yes
Proof of WC Insurance/WC Exemption	Yes	Yes	Yes	Yes	Yes
Copy of Appropriate License(s)	Yes	Yes	Yes	Yes	Yes
Wellington Local Preference Policy	No	Palm Beach County	Western Community	Palm Beach County	No

Annual Asphalt Milling & Resurfacing
 Bid Tabulation
 ITB # 077-12/ENR

Section A				Vendors									
				Community Asphalt		Wynn & Sons		Ranger Construction		Charles Whiteside		Weekly Asphalt Paving	
ITEM	QTY	UNITS		Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 MILL EXIST. ASPH.. PAVEMENT (1")	50,000	SY		\$1.00	\$50,000.00	\$ 1.00	\$ 50,000.00	\$ 1.50	\$ 75,000.00	\$ -	No Bid	\$ 2.75	\$ 137,500.00
2 MILL EXIST. ASPH.. PAVEMENT (1 1/2")	80,000	SY		\$1.50	\$120,000.00	\$ 1.25	\$ 100,000.00	\$ 1.60	\$ 128,000.00	\$ -	No Bid	\$ 3.00	\$ 240,000.00
3 MILL EXISTING PAVEMENT (2")	40,000	SY		\$1.55	\$62,000.00	\$ 1.50	\$ 60,000.00	\$ 1.60	\$ 64,000.00	\$ -	No Bid	\$ 3.00	\$ 120,000.00
4 MILL EXISTING PAVEMENT (3")	40,000	SY		\$1.60	\$64,000.00	\$ 2.00	\$ 80,000.00	\$ 1.80	\$ 72,000.00	\$ -	No Bid	\$ 4.00	\$ 160,000.00
5 MILL EXISTING PAVING ("< than or up to 7 ft. Mill") Minimum of 8 hrs. per day	5	Days		\$7,000.00	\$35,000.00	\$ 5,000.00	\$ 25,000.00	\$ 8,200.00	\$ 41,000.00	\$ -	No Bid	\$ 6,500.00	\$ 32,500.00
6 MILL EXISTING PAVING ("> 7 ft. Mill") Minimum of 8 hrs. per day	5	Days		\$9,000.00	\$45,000.00	\$ 5,500.00	\$ 27,500.00	\$ 9,500.00	\$ 47,500.00	\$ -	No Bid	\$ 6,500.00	\$ 32,500.00
7 SP 12.5 (< 200 TON ORDERS) Includes tack coat	300	TN		\$115.00	\$34,500.00	\$ 150.00	\$ 45,000.00	\$ 147.00	\$ 44,100.00	\$ -	No Bid	\$ 125.00	\$ 37,500.00
8 SP 12.5 (>200 TON ORDERS) Includes tack coat	10,000	TN		\$95.00	\$950,000.00	\$ 140.00	\$ 1,400,000.00	\$ 87.00	\$ 870,000.00	\$ -	No Bid	\$ 105.00	\$ 1,050,000.00
9 FC 12.5 (<200 TON ORDERS)	300	TN		\$145.00	\$43,500.00	\$ 200.00	\$ 60,000.00	\$ 194.00	\$ 58,200.00	\$ -	No Bid	\$ 125.00	\$ 37,500.00
10 FC 12.5 (>200 TON ORDERS)	10,000	TN		\$120.00	\$1,200,000.00	\$ 125.00	\$ 1,250,000.00	\$ 120.00	\$ 1,200,000.00	\$ -	No Bid	\$ 105.00	\$ 1,050,000.00
11 SP 9.5 (< 200 TON ORDERS) includes tack coat	300	TN		\$115.00	\$34,500.00	\$ 150.00	\$ 45,000.00	\$ 153.00	\$ 45,900.00	\$ -	No Bid	\$ 125.00	\$ 37,500.00
12 SP 9.5 (> 200 TON ORDERS) includes tack coat	10,000	TN		\$105.00	\$1,050,000.00	\$ 130.00	\$ 1,300,000.00	\$ 88.00	\$ 880,000.00	\$ -	No Bid	\$ 105.00	\$ 1,050,000.00
13 ACSC TYPE S-1 (< 200 TON ORDERS) Includes tack coat	300	TN		\$115.00	\$34,500.00	\$ 150.00	\$ 45,000.00	\$ 148.00	\$ 44,400.00	\$ -	No Bid	\$ 125.00	\$ 37,500.00
14 ACSC TYPE S-1 (> 200 TON ORDERS) Includes tack coat	10,000	TN		\$94.00	\$940,000.00	\$ 130.00	\$ 1,300,000.00	\$ 87.00	\$ 870,000.00	\$ -	No Bid	\$ 105.00	\$ 1,050,000.00
15 ACSC TYPE S-III (< 200 TON ORDERS) Includes tack coat	300	TN		\$115.00	\$34,500.00	\$ 150.00	\$ 45,000.00	\$ 150.00	\$ 45,000.00	\$ -	No Bid	\$ 125.00	\$ 37,500.00
16 ACSC TYPE S-III (> 200 TON ORDERS) Includes tack coat	10,000	TN		\$102.00	\$1,020,000.00	\$ 125.00	\$ 1,250,000.00	\$ 89.00	\$ 890,000.00	\$ -	No Bid	\$ 105.00	\$ 1,050,000.00
17 PORTABLE MILLING MACHINE	100	HR		\$105.00	\$10,500.00	\$ 60.00	\$ 6,000.00	\$ 270.00	\$ 27,000.00	\$ -	No Bid	\$ 375.00	\$ 37,500.00
18 ASPHALT OVERBUILD/FULL DEPTH (2" lifts)	3,000	TN		\$115.00	\$345,000.00	\$ 150.00	\$ 450,000.00	\$ 107.00	\$ 321,000.00	\$ -	No Bid	\$ 100.00	\$ 300,000.00
19 F & I PAVEMENT WATERPROOFING FABRIC	10,000	SY		\$3.00	\$30,000.00	\$ 10.00	\$ 100,000.00	\$ 4.00	\$ 40,000.00	\$ -	No Bid	\$ 7.00	\$ 70,000.00
20 PAVEMENT WATERPROOFING FABRIC (Install Owner Supplier)	10,000	SY		\$1.70	\$17,000.00	\$ 5.00	\$ 50,000.00	\$ 3.10	\$ 31,000.00	\$ -	No Bid	\$ 6.00	\$ 60,000.00
21 BROOM TRACTOR	100	HR		\$45.00	\$4,500.00	\$ 75.00	\$ 7,500.00	\$ 65.00	\$ 6,500.00	\$ 125.00	\$ 12,500.00	\$ 75.00	\$ 7,500.00
22 EXCAVATION (Subgrade 8" - 12" deep)	2,000	CY		\$8.00	\$16,000.00	\$ 10.00	\$ 20,000.00	\$ 6.00	\$ 12,000.00	\$ 0	No Bid	\$ 18.90	\$ 37,800.00
23 8" BASE ROCK (F & I) and finish grade with prime	4,000	SY		\$12.50	\$50,000.00	\$ 12.00	\$ 48,000.00	\$ 15.00	\$ 60,000.00	\$ 0	No Bid	\$ 25.60	\$ 94,400.00
24 12" BASE ROCK (F & I) and finish grade with prime	4,000	SY		\$16.00	\$64,000.00	\$ 14.00	\$ 56,000.00	\$ 20.00	\$ 80,000.00	\$ 0	No Bid	\$ 30.25	\$ 121,000.00
25 MANHOLE ADJUSTMENT (F&I ADAPTER RINGS) (See Exhibit A)	100	EA		\$105.00	\$10,500.00	\$ 75.00	\$ 7,500.00	\$ 200.00	\$ 20,000.00	\$ 350.00	\$ 35,000.00	\$ 150.00	\$ 15,000.00
26 ADJUST VALVE BOXES & MISC STRUCTURES	150	EA		\$80.00	\$12,000.00	\$ 100.00	\$ 15,000.00	\$ 80.00	\$ 12,000.00	\$ 175.00	\$ 26,250.00	\$ 100.00	\$ 15,000.00
27 BOX OUT SHOUDLER (Exhibit B)	100	SY		\$20.00	\$2,000.00	\$ 500.00	\$ 50,000.00	\$ 10.00	\$ 1,000.00	\$ -	No Bid	\$ 20.00	\$ 2,000.00
28 F & I PRIME/MIXTURE FOR EXISTING BASE ROCK	5,000	SY		\$0.75	\$3,750.00	\$ 2.00	\$ 10,000.00	\$ 0.45	\$ 2,250.00	\$ -	No Bid	\$ 4.75	\$ 23,750.00
29 TRAFFIC CONTROL OFFICERS	4	HR		\$50.00	\$200.00	\$ 100.00	\$ 400.00	\$ 68.00	\$ 272.00	\$ -	No Bid	\$ 75.00	\$ 300.00
Total Price				\$6,282,950.00		Total Price	\$ 7,902,900.00	Total Price	\$ 5,988,122.00	Total Price	\$ 73,750.00	Total	\$ 6,944,250.00

Mathematical Error on SOV, Extended Price

Section B				Vendors									
				Community Asphalt		Wynn & Sons		Ranger Construction		Charles Whiteside		Weekly Asphalt Paving	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	ASPHALT MULTI PURPOSE PATHWAYS (6' x 1 1/4" OVERLAY INCLUDING TACK)	2,000	SY	No Bid		\$10.00	\$20,000.00	No Bid		\$ 10.00	\$ 20,000.00	\$ 6.00	\$ 12,000.00
2	ASPHALT MULTI PURPOSE PATHWAYS (8' x 1 1/4" OVERLAY INCLUDING TACK)	2,000	SY	No Bid		\$12.00	\$24,000.00	No Bid		\$ 10.00	\$ 20,000.00	\$ 6.00	\$ 12,000.00
3	ASPHALT PATCHING < 50 TONS	200	TN	No Bid		\$200.00	\$40,000.00	No Bid		\$ 210.00	\$ 42,000.00	\$ 380.00	\$ 76,000.00
4	ASPHALT PATCHING > 50 TONS	200	TN	No Bid		\$200.00	\$40,000.00	No Bid		\$ 175.00	\$ 35,000.00	\$ 380.00	\$ 76,000.00
5	F & I INSTALL TACTILE SURFACE (FDOT APPROVED)	200	SF	No Bid		\$30.00	\$6,000.00	No Bid		\$ 50.00	\$ 10,000.00	\$ 80.00	\$ 16,000.00
6	F & I STANDARD ROOT BARRIER (36" deep)	1,000	LF	No Bid		\$20.00	\$20,000.00	No Bid		\$ 20.00	\$ 20,000.00	\$ 12.50	\$ 12,500.00
7	MOWING STRIP (F & I) for guardrail prior to installation	1,000	LF	No Bid		\$25.00	\$25,000.00	No Bid		\$ 15.00	\$ 15,000.00	\$ 5.50	\$ 5,500.00
8	MILL EXSIT. PATHWAY (6' x 1" deep)	1,000	LF	No Bid		\$5.00	\$5,000.00	No Bid		\$ 10.00	\$ 10,000.00	\$ 5.00	\$ 5,000.00
9	MILL EXSIT. PATHWAY (8' x 1" deep)	1,000	LF	No Bid		\$5.00	\$5,000.00	No Bid		\$ 10.00	\$ 10,000.00	\$ 5.00	\$ 5,000.00
				Total Price	No Bid	Total Price	\$185,000.00	Total Price	No Bid	Total Price	\$ 182,000.00	Total Price	\$ 220,000.00

Section C				Vendors									
				Community Asphalt		Wynn & Sons		Ranger Construction		Charles Whiteside		Weekly Asphalt Paving	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	ASPHALT SEAL COATING (< 3,000 SY)	3,000	SY	No Bid		\$ 1.80	\$ 5,400.00	No Bid		\$ 2.00	\$ 6,000.00	\$ 5.50	\$ 16,500.00
2	ASPHALT SEAL COATING (> 3,000 SY)	3,000	SY	No Bid		\$ 1.75	\$ 5,250.00	No Bid		\$ 1.75	\$ 5,250.00	\$ 5.50	\$ 16,500.00
				Total Price	No Bid	Total Price	\$ 10,650.00	Total Price	No Bid	Total Price	\$ 11,250.00	Total Price	\$ 33,000.00

Annual Asphalt Milling and Resurfacing Contract

BID OPENING DATE: July 8, 2015
 BID OPENING TIME: 2:00 PM(local time)
 ITB#009-15/DZ

*Offers from the vendors listed herein are the only offers
 received timely as of the above receiving date and time.
 All other offers submitted in response to this solicitation,
 if any, are hereby rejected as late*

VENDORS	Ranger Construction Industries, Inc	M & M Asphalt Maintenance, Inc DBA All County Paving	Wynn & Sons Environmental Construction Co, Inc	Community Asphalt Corp	Hardrives of Delray, Inc DBA Hardrives, Inc
Original and one PDF	YES	YES	YES	YES	YES
Acknowledgement of Addendums 1 & 2	YES	YES	YES	YES	YES
Bid Form signed by authorized representative	YES	YES	YES	YES	YES
Schedule of Value	YES	YES	YES	YES	YES
Schedule of Subcontractor	YES	YES	YES	YES	YES
Schedule of Equipment and Materials	YES	YES	YES	YES	YES
Sworn Statement under Section 287.133(3) (a)	YES	YES	YES	YES	YES
Drug Free Workplace	YES	YES	YES	YES	YES
Trench Safety Affidavit	YES	YES	YES	YES	YES
Questionnaire	YES	YES	YES	YES	YES
References	YES	YES	YES	YES	YES
Insurance Certificates	YES	YES	YES	YES	YES
Copy of Appropriate Licenses	YES	YES	YES	YES	YES
Proof of Workers Compensation Insurance/Workers Compensation Exemption Affidavit	YES	YES	YES	YES	YES
Conflict of Interest Statement	YES	YES	YES	YES	YES
Non-Collusion Affidavit	YES	YES	YES	YES	YES
Local Preference	Western Communnites	Palm Beach County	Palm Beach County	Not Local	Palm Beach County
Section A	\$ 6,996,772.00	\$ 7,370,280.00	\$ 10,134,900.00	\$ 7,523,001.00	\$ 7,858,330.00
Section B	no bid	\$ 299,600.00	\$ 318,500.00	no bid	no bid
Section C	no bid	\$ 10,050.00	\$ 11,850.00	no bid	no bid

SECTION A - Asphalt Milling and Resurfacing

	Item	Estimated Quantities	Unit	Ranger Unit Price	Ranger Total	M & M Unit Price	M & M Total	Wynn Unit Price	Wynn Total	Community Unit Price	Community Total	Hardrives Unit Price	Hardrives Total
1	MILL EXISTING ASPHALT PAVEMENT (1")	50,000	SY	\$ 1.65	\$ 82,500.00	\$ 1.50	\$ 75,000.00	\$ 1.25	\$ 62,500.00	\$ 1.40	\$ 70,000.00	\$ 1.65	\$ 82,500.00
2	MILL EXISTING ASPHALT PAVEMENT (1.5")	80,000	SY	\$ 1.75	\$ 140,000.00	\$ 1.60	\$ 128,000.00	\$ 1.50	\$ 120,000.00	\$ 1.60	\$ 128,000.00	\$ 1.75	\$ 140,000.00
3	MILL EXISTING ASPHALT PAVEMENT (2")	40,000	SY	\$ 1.75	\$ 70,000.00	\$ 1.60	\$ 64,000.00	\$ 1.55	\$ 62,000.00	\$ 1.90	\$ 76,000.00	\$ 2.15	\$ 86,000.00
4	MILL EXISTING ASPHALT PAVEMENT (< 5,000 SY)	5	1/2 DAY	\$ 7,000.00	\$ 35,000.00	\$ 4,000.00	\$ 20,000.00	\$ 4,000.00	\$ 20,000.00	\$ 5,675.00	\$ 28,375.00	\$ 7,099.00	\$ 35,495.00
5	PORTABLE MILLING MACHINE	100	HR	\$ 220.00	\$ 22,000.00	\$ 95.00	\$ 9,500.00	\$ 100.00	\$ 10,000.00	\$ 128.00	\$ 12,800.00	\$ 175.00	\$ 17,500.00
6	MANHOLE ADJUSTMENT (F&I ADAPTER RINGS) (SEE EXHIBIT "A")	100	EA	\$ 180.00	\$ 18,000.00	\$ 185.00	\$ 18,500.00	\$ 800.00	\$ 80,000.00	\$ 170.00	\$ 17,000.00	\$ 145.00	\$ 14,500.00
7	TRAFFIC CONTROL OFFICERS	4	HR	\$ 68.00	\$ 272.00	\$ 70.00	\$ 280.00	\$ 100.00	\$ 400.00	\$ 69.00	\$ 276.00	\$ 55.00	\$ 220.00
8	F&I PRIME FOR EXISTING FINISHED BASE	5,000	SY	\$ 0.40	\$ 2,000.00	\$ 0.45	\$ 2,250.00	\$ 1.25	\$ 6,250.00	\$ 0.70	\$ 3,500.00	\$ 1.10	\$ 5,500.00
9	ADJUST VALVE BOXES & MISC STRUCTURES	150	EA	\$ 80.00	\$ 12,000.00	\$ 85.00	\$ 12,750.00	\$ 125.00	\$ 18,750.00	\$ 97.00	\$ 14,550.00	\$ 50.00	\$ 7,500.00
10	INSTALL PAVEMENT WATERPROOFING FABRIC (FABRIC SUPPLIED BY OWNER)	10,000	SY	\$ 3.05	\$ 30,500.00	\$ 3.50	\$ 35,000.00	\$ 3.00	\$ 30,000.00	\$ 2.25	\$ 22,500.00	\$ 3.00	\$ 30,000.00

* Asphalt Items #11 through #23 shall include tack coat.

11	SP 12.5 LEVEL C (<300 tons)	300	TN	\$ 165.00	\$ 49,500.00	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00	\$ 113.00	\$ 33,900.00	\$ 148.50	\$ 44,550.00
12	SP 12.5 LEVEL D (<300 tons)	300	TN	\$ 165.00	\$ 49,500.00	\$ 125.00	\$ 37,500.00	\$ 200.00	\$ 60,000.00	\$ 125.00	\$ 37,500.00	\$ 148.50	\$ 44,550.00
13	SP 12.5 LEVEL C (>300 tons)	10,000	TN	\$ 93.00	\$ 930,000.00	\$ 97.00	\$ 970,000.00	\$ 135.00	\$ 1,350,000.00	\$ 110.00	\$ 1,100,000.00	\$ 106.00	\$ 1,060,000.00
14	SP 12.5 LEVEL D (>300 tons)	10,000	TN	\$ 95.00	\$ 950,000.00	\$ 97.00	\$ 970,000.00	\$ 150.00	\$ 1,500,000.00	\$ 112.00	\$ 1,120,000.00	\$ 106.00	\$ 1,060,000.00
15	SP 9.5 LEVEL C (<300 tons)	300	TN	\$ 165.00	\$ 49,500.00	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00	\$ 117.50	\$ 35,250.00	\$ 152.00	\$ 45,600.00
16	SP 9.5 LEVEL C (>300 tons)	10,000	TN	\$ 94.00	\$ 940,000.00	\$ 102.00	\$ 1,020,000.00	\$ 135.00	\$ 1,350,000.00	\$ 115.50	\$ 1,155,000.00	\$ 109.25	\$ 1,092,500.00
17	TYPE S-I (<300 tons)	300	TN	\$ 160.00	\$ 48,000.00	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00	\$ 101.00	\$ 30,300.00	\$ 146.75	\$ 44,025.00
18	TYPE S-I (>300 tons)	10,000	TN	\$ 93.00	\$ 930,000.00	\$ 102.00	\$ 1,020,000.00	\$ 135.00	\$ 1,350,000.00	\$ 97.00	\$ 970,000.00	\$ 103.70	\$ 1,037,000.00
19	TYPE S-III (<300 tons)	300	TN	\$ 160.00	\$ 48,000.00	\$ 125.00	\$ 37,500.00	\$ 150.00	\$ 45,000.00	\$ 103.50	\$ 31,050.00	\$ 146.30	\$ 43,890.00
20	TYPE S-III (>300 tons)	10,000	TN	\$ 94.00	\$ 940,000.00	\$ 102.00	\$ 1,020,000.00	\$ 135.00	\$ 1,350,000.00	\$ 100.50	\$ 1,005,000.00	\$ 103.70	\$ 1,037,000.00
21	FC 12.5 (<300 tons)	300	TN	\$ 200.00	\$ 60,000.00	\$ 155.00	\$ 46,500.00	\$ 200.00	\$ 60,000.00	\$ 140.00	\$ 42,000.00	\$ 200.00	\$ 60,000.00
22	FC 12.5 (>300 tons)	10,000	TN	\$ 120.00	\$ 1,200,000.00	\$ 145.00	\$ 1,450,000.00	\$ 200.00	\$ 2,000,000.00	\$ 123.00	\$ 1,230,000.00	\$ 154.00	\$ 1,540,000.00
23	ASPHALT OVERBUILD/FULL DEPTH (2" LIFTS)	3,000	TN	\$ 130.00	\$ 390,000.00	\$ 107.00	\$ 321,000.00	\$ 175.00	\$ 525,000.00	\$ 120.00	\$ 360,000.00	\$ 110.00	\$ 330,000.00
Total Section A				\$ 6,996,772.00	Total Section A	\$ 7,370,280.00	Total Section A	\$ 10,134,900.00	Total Section A	\$ 7,523,001.00	Total Section A	\$ 7,858,330.00	

Note: See "Additional Information - Section A" for Specific Line Item Details.

Note: See "Additional Information - Section A" for Specific Line Item Details

*minor error on SOV

SECTION B - Pathway Resurfacing

	Item	Estimated Quantities	Unit	Ranger Unit Price	Ranger Total	M & M Unit Price	M & M Total	Wynn Unit Price	Wynn Total	Community Unit Price	Community Total	Hardrives Unit Price	Hardrives Total
1	OVERLAY EXISTING ASPHALT MULTI PURPOSE PATHWAY (6' wide x 1-1/4" including tack)	2,000	SY	no bid	no bid	\$ 9.85	\$ 19,700.00	\$ 11.00	\$ 22,000.00	no bid	no bid	no bid	no bid
2	OVERLAY EXISTING ASPHALT MULTI PURPOSE PATHWAY (8' wide x 1-1/4" including tack)	2,000	SY	no bid	no bid	\$ 9.85	\$ 19,700.00	\$ 12.50	\$ 25,000.00	no bid	no bid	no bid	no bid
3	F&I 1-1/4" OF TYPE S-III Asphalt to base, Prime included.	2,000	SY	no bid	no bid	\$ 9.85	\$ 19,700.00	\$ 12.50	\$ 25,000.00	no bid	no bid	no bid	no bid
4	FULL DEPTH RECLAMATION OF EXISTING ASPHALT PATHWAY (4-6" deep)	2,000	SY	no bid	no bid	\$ 15.00	\$ 30,000.00	\$ 20.00	\$ 40,000.00	no bid	no bid	no bid	no bid
5	REMOVAL OF EXISTING ASPHALT PATHWAY SURFACE (1-2"), REFINISH EXISTING BASE, PRIME INCLUDED (READY TO PAVE)	2,000	SY	no bid	no bid	\$ 10.00	\$ 20,000.00	\$ 8.00	\$ 16,000.00	no bid	no bid	no bid	no bid
6	MISC ASPHALT PATCHING (< 50 tons)	200	TN	no bid	no bid	\$ 200.00	\$ 40,000.00	\$ 225.00	\$ 45,000.00	no bid	no bid	no bid	no bid
7	MISC ASPHALT PATCHING (> 50 tons)	200	TN	no bid	no bid	\$ 200.00	\$ 40,000.00	\$ 215.00	\$ 43,000.00	no bid	no bid	no bid	no bid
8	F&I ASPHALT MOWING STRIP PRIOR TO GUARDRAIL PLACEMENT (3' wide x 3" thick)	1,000	LF	no bid	no bid	\$ 8.00	\$ 8,000.00	\$ 25.00	\$ 25,000.00	no bid	no bid	no bid	no bid
9	F&I FLOWABLE FILL GUARDRAIL MOWING STRIP (3" thick) AROUND EXISTING POSTS	1,000	SY	no bid	no bid	\$ 75.00	\$ 75,000.00	\$ 40.00	\$ 40,000.00	no bid	no bid	no bid	no bid
10	F&I 8" THICK BASE ROCK AND FINISH GRADE WITH PRIME	2,500	SY	no bid	no bid	\$ 11.00	\$ 27,500.00	\$ 15.00	\$ 37,500.00	no bid	no bid	no bid	no bid
Total Section B					no bid	Total Section B	\$ 299,600.00	Total Section B	\$ 318,500.00	Total Section B	no bid	Total Section B	no bid

Note: See "Additional Information - Section B " for Specific Line Item Details

SECTION C - Seal Coating

	Item	Estimated Quantities	Unit	Ranger Unit Price	Ranger Total	M & M Unit Price	M & M Total	Wynn Unit Price	Wynn Total	Community Unit Price	Community Total	Hardrives Unit Price	Hardrives Total
1	ASPHALT SEAL COATING (<3,000 SY)	3,000	SY	no bid	no bid	\$ 1.70	\$ 5,100.00	\$ 2.00	\$ 6,000.00	no bid	no bid	no bid	no bid
2	ASPHALT SEAL COATING (>3,000 SY)	3,000	SY	no bid	no bid	\$ 1.65	\$ 4,950.00	\$ 1.95	\$ 5,850.00	no bid	no bid	no bid	no bid
Total Section C					no bid	Total Section C	\$ 10,050.00	Total Section C	\$ 11,850.00	Total Section C	no bid	Total Section C	no bid

Note: See "Additional Information - Section C" for Specific Line Item Details

Council

Bob Margolis, Mayor
John Greene, Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John T. McGovern, Councilman

Manager
Paul Schofield

July 20, 2015

NOTICE OF INTENT TO AWARD

Pursuant to Wellington, notice is provided as follows:

INVITATION TO BID (ITB)# 009-15/DZ - Annual Asphalt Milling and Resurfacing Contract bid Opening Date and Time July 8, 2015, 2:00 PM local time.

1. Wellington has completed its evaluation of ITB# 009-15/DZ and intends to recommend to Council the award as specified below:

Section A - Roadway Milling and Resurfacing	
Primary	Ranger Construction Industries, Inc.
Secondary	M & M Asphalt Maintenance, Inc.
Tertiary	Community Asphalt Corp

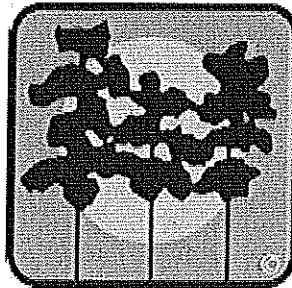
Section B - Pathway Resurfacing	
Primary	M & M Asphalt Maintenance, Inc.
Secondary	Wynn & Sons Environmental Construction

Section C - Sealcoating	
Primary	M & M Asphalt Maintenance, Inc.
Secondary	Wynn & Sons Environmental Construction

2. This Notice is conditioned upon and subject to Wellington's reservation of rights as contained in the ITB Documents and approval by the Wellington Council

Village of Wellington

*12300 Forest Hill Blvd
Wellington, FL 33414*



Action Summary - Final

Tuesday, August 11, 2015

7:00 PM

Village Hall

Village Council

*Bob Margolis, Mayor
John Greene, Vice Mayor
Matt Willhite, Councilman
Anne Gerwig, Councilwoman
John T. McGovern, Councilman*

1. CALL TO ORDER

Mayor Margolis called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Margolis called upon several children from the audience to lead the Pledge of Allegiance.

3. INVOCATION

Pastor Emily Denmark McGee, St Peter's United Methodist Church, Wellington, delivered the Invocation.

4. APPROVAL OF AGENDA

Mr. Schofield presented the agenda for approval recommending the following changes:

1. Move Consent item 6E, Authorization to Award Contracts for Annual Asphalt Milling, Resurfacing and Sealcoating Village-wide, to the Regular Agenda as item 8F.
2. Add to the Regular Agenda Resolution No. R2015-66 (Plat for Grand Prix Village South lots 15, 16 and 17) as item 8G.
3. Add to Presentations, the Proclamation Recognizing the Wellington Little League Intermediate All Stars on Becoming the Little League Intermediate Division Champions. Staff recommends changing the order of the Presentations so that the Proclamation becomes item 6A and the Presentation on the Civil Rights Ordinance is changed to 6B.

A motion was made by Councilwoman Gerwig, seconded by Councilman Greene, and unanimously passed (5-0) approving the Agenda as amended.

5. PRESENTATIONS AND PROCLAMATIONS**A. PROCLAMATION RECOGNIZING THE WELLINGTON ALL STARS ON CAPTURING THE TITLE OF THE LITTLE LEAGUE'S INTERNATIONAL DIVISION CHAMPIONSHIP**

Mr. Schofield introduced the agenda item. Ms. Rodriguez read the Proclamation.

Coach Chad Mills spoke about the accomplishments of his team.

Council congratulated the members of the team and praised them for their hard work.

Council presented the proclamation to the Manager, Coaches and team members.

A. 15-567 DIRECTION CONCERNING ADOPTION OF CIVIL RIGHTS ACT

ORDINANCE

Mr. Schofield introduced the agenda item.

Judge Rand Hoch explained his request for the Council to adopt the Civil Right Ordinance as it pertains to LGBT, and the difficulties the Village would encounter in opting out of it.

Ms. Cohen explained her reason for opting out of the ordinance proposed by Judge Hoch was to protect the Village from potential liability.

Council discussed this and thought the Village should craft an ordinance as outlined by Judge Hoch. Councilwoman Gerwig did not support that action as she felt it was not in the Village's purview to review that.

A motion was made by Vice Mayor Greene, seconded by Councilman McGovern, and passed (4-1) with Councilwoman Gerwig dissenting, directing the Village Attorney to draft language in support of the LGBT ordinance and bring that back to Council by the end of the fiscal year.

9. PUBLIC FORUM

At this point, the floor was open for Public Comments.

1. Jadyn Brody, 1862 Barnstable Road. Ms. Brody, a student at Elbridge Gale Elementary School, addressed Council sharing her story about her grandfather who was diagnosed with Leukemia as well as other ailments and how she became involved with the Leukemia and Lymphoma Society. Jadyn spoke about her upcoming fundraising event, Putting for Patients, which is a mini-golf event that starts at 1:00 p.m. on September 19th at Adventure Mini Golf, Lake Worth. She advised Council they could get involved by either donating an auction item, sponsoring a hole, becoming a corporate sponsor, or purchasing a ticket and spreading the word about the event.

Council voiced their support for Jadyn's fundraiser. Councilman Willhite asked staff to contact Lake Worth's City Commission and possibly extend a challenge to them since the event is being held in Lake Worth. Mayor Margolis noted that Senator Abruzzo has committed to helping with this cause as well.

Mr. Schofield called upon staff to speak with Ms. Brody.

6. CONSENT AGENDA

Mr. Schofield presented the Consent Agenda recommending approval as amended.

There were no public comments on any of the Consent Agenda items.

A motion was made by Vice Mayor Greene, seconded by Councilman McGovern, and unanimously passed (5-0) approving the Consent Agenda as amended.

A. 15-559

MINUTES OF THE REGULAR WELLINGTON COUNCIL MEETINGS
OF JUNE 23, 2015 AND JULY 14, 2015

This item was approved on Consent.

B. 15-517

RESOLUTION NO. R2015-54 (INTERLOCAL AGREEMENT FOR THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO))

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE MAYOR AND CLERK TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN WELLINGTON AND THE PALM BEACH METROPOLITAN PLANNING ORGANIZATION (MPO) FOR THE MPO TO INCLUDE A VOTING REPRESENTATIVE FOR THE VILLAGE OF PALM SPRINGS AND PERMANENT SEATS FOR THE CITY OF GREENACRES AND THE VILLAGE OF ROYAL PALM BEACH; AND PROVIDING AN EFFECTIVE DATE.

This item was approved on Consent.

C. 15-536

RESOLUTION NO. R2015-52 (AUTHORIZING THE VILLAGE MANAGER OR DESIGNEE TO SERVE AS LOCAL ADMINISTRATOR FOR HUD'S ENVIRONMENTAL REVIEW ONLINE SYSTEM)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AUTHORIZING THE VILLAGE MANAGER OR DESIGNEE TO ASSUME THE RESPONSIBILITIES OF LOCAL ADMINISTRATOR FOR THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ENVIRONMENTAL REVIEW ONLINE SYSTEM; AND PROVIDING AN EFFECTIVE DATE.

This item was approved on Consent.

D. 15-535

RESOLUTION NO. R2015-51 (AMENDING THE COMMUNITY DEVELOPMENT BLOCK GRANT BUDGET FOR FISCAL YEAR 2014-2015)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE BUDGET FOR FISCAL YEAR 2014-2015 BY REALLOCATING MONIES FROM THE GOVERNMENTAL CAPITAL FUND TO THE GENERAL FUND FOR APPROVED CDBG PROJECT EXPENSES THROUGH SEPTEMBER 30, 2015; AND PROVIDING AN EFFECTIVE DATE.

This item was approved on Consent.

F. 15-325

AUTHORIZATION TO UTILIZE AN EXISTING CITY OF MIAMI CONTRACT, AS A BASIS FOR PRICING, WITH MUNICIPAL CODE CORPORATION, INC. (MCCI) FOR LASERFICHE DOCUMENT MANAGEMENT ANNUAL LICENSING, MAINTENANCE AND SUPPORT

This item was approved on Consent.

- G. 15-558 AUTHORIZATION TO UTILIZE A NATIONAL JOINT POWERS ALLIANCE (NJPA) CONTRACT AS A BASIS FOR PRICING FOR THE LEASE OF VIRTUAL STORAGE EQUIPMENT

This item was approved on Consent.

7. PUBLIC HEARINGS

- A. 15-490 RESOLUTIONS ADOPTING THE BUDGETS AND ASSESSMENT RATES FOR THE ACME IMPROVEMENT DISTRICT, WATER AND WASTE WATER UTILITIES, WELLINGTON SOLID WASTE COLLECTION AND LAKE WELLINGTON PROFESSIONAL CENTRE

I. RESOLUTION NO. AC2015-11: (POSTPONED TO AUGUST 25, 2015)

A RESOLUTION OF THE BOARD of Supervisors of THE Acme Improvement District adopting the District Budget and Non-ad Valorem Assessment Roll as Provided Herein; Levying of the Non-ad Valorem Assessments for the District and Appointing an Authorized Representative of the District for Certification of the District's Non-ad Valorem Assessment Roll; and Providing an Effective Date.

II. RESOLUTION NO. AC2015-12: A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT ADOPTING THE WATER AND WASTEWATER UTILITY BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016; AND PROVIDING AN EFFECTIVE DATE.

III. RESOLUTION NO. R2015-55: A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE SOLID WASTE COLLECTION PROGRAM BUDGET AND NON-AD VALOREM ASSESSMENT ROLL AND LEVYING THE NON-AD VALOREM ASSESSMENTS FOR SOLID WASTE COLLECTION AND DISPOSAL WITHIN THE JURISDICTIONAL BOUNDARIES OF WELLINGTON; PROVIDING FOR RATES AND APPOINTING AN AUTHORIZED REPRESENTATIVE OF WELLINGTON TO CERTIFY THE SOLID WASTE COLLECTION NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

IV. RESOLUTION NO. R2015-56: A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL ADOPTING THE LAKE WELLINGTON PROFESSIONAL CENTRE BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2015, AND ENDING SEPTEMBER 30, 2016; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the agenda item. He said that staff was requesting that Resolution No. AC2015-11 be postponed time certain to August 25, 2015 because areas were recently brought into the Acme and they did not have the required 20 days for the 197 notices. Ms. Rodriguez read the resolutions by title.

Ms. Quickel presented the staff report.

Public Hearing

A motion was made by Councilman Willhite, seconded by Vice Mayor Greene, and unanimously passed (5-0) to open the Public Hearing.

There being no public comments, a motion was made by Councilman Willhite, seconded by Vice Mayor Greene, and unanimously passed (5-0) to close the Public Hearing.

Resolution No. AC-2015-11

A motion was made by Councilwoman Gerwig, seconded by Councilman Willhite, and unanimously passed (5-0) to postpone Resolution No. AC2015-11 time certain to August 25, 2015 at 7:00 p.m.

Resolution No. AC2015-12

A motion was made by Councilwoman Gerwig, seconded by Councilman Willhite, and unanimously passed (5-0) to approve Resolution No. AC2015-12 as presented.

Resolution No. R2015-55

A motion was made by Councilwoman Gerwig, seconded by Vice Mayor Greene, and unanimously passed (5-0) to approve Resolution No. R2015-55 as presented.

Resolution No. R2015-56

A motion was made by Councilwoman Gerwig, seconded by Vice Mayor Greene, and unanimously passed (5-0) to approve Resolution No. R2015-66 as presented.

B. 15-534

RESOLUTION NO. R2015-50 (FY 2015/2016 CDBG ANNUAL ACTION PLAN)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING AND ADOPTING THE FY 2015/2016 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM PLAN; AUTHORIZING THE VILLAGE MANAGER TO FORWARD THE FY 2015/2016 ANNUAL ACTION PLAN TO THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the agenda item. Ms. Rodriguez read the resolution by title.

Mr. Poag presented the staff report.

Public Hearing

A motion was made by Councilman McGovern, seconded by Vice Mayor Greene and unanimously passed (5-0) to open the Public Hearing.

There being no public comments, a motion was made by Councilman McGovern, seconded by Vice Mayor Greene, and unanimously passed (4-0) to close the Public Hearing. Councilman Willhite was out of the room at the time of voting.

A motion was made by Vice Mayor Greene, seconded by Councilman McGovern, and unanimously passed (5-0) to approve Resolution No. R2015-50 as presented.

8. REGULAR AGENDA

- A. 15-516 RESOLUTION NO. R2015-53 (PALM BEACH COUNTY SHERIFF'S OFFICE VILLAGE OF WELLINGTON LAW ENFORCEMENT SERVICES PLAN FOR FY16)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL APPROVING THE LAW ENFORCEMENT SERVICES PLAN FOR FISCAL YEAR 2015-16; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the agenda item.

Captain Hart presented the item on behalf of PBSO.

A motion was made by Councilman Willhite, seconded by Councilman McGovern, and unanimously passed (5-0) approving Resolution No. R2015-53 as presented.

- B. 15-546 RESOLUTION NO. R2015-58 (PALM BEACH COUNTY SHERIFF'S OFFICE DISTRICT 8 WELLINGTON REQUEST FOR USE OF LAW ENFORCEMENT TRUST FUNDS (LETF) FOR THE PURCHASE OF A NARCOTICS DETECTION CANINE)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL AMENDING THE PUBLIC SAFETY SUB-FUND BUDGET FOR FISCAL YEAR 2014/2015 BY COMMITTING MONIES FROM PRIOR YEAR REVENUES TO OPERATING AND CAPITAL EXPENSE FOR THE PURCHASE OF A NARCOTICS DETECTION CANINE; AND PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the agenda item.

Captain Hart presented the item on behalf of PBSO.

A motion was made by Vice Mayor Greene, seconded by Councilman Willhite, and unanimously passed (5-0) to approve Resolution No. R2015-58 as presented.

- C. 15-269 RESOLUTION NO. R2015-29 (PALM BEACH COUNTY SHERIFF'S

OFFICE DISTRICT 8 WELLINGTON FY2015 BUDGET AND
CONTRACT ADDENDUM)

A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
APPROVING AND AUTHORIZING THE MAYOR AND CLERK TO
EXECUTE THE FIRST ADDENDUM TO THE LAW ENFORCEMENT
SERVICES AGREEMENT WITH THE PALM BEACH COUNTY
SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES; AND
PROVIDING AN EFFECTIVE DATE.

Mr. Schofield introduced the agenda item. Ms. Rodriguez read the resolution
by title.

Captain Hart presented the item on behalf of PBSO.

A motion was made by Vice Mayor Greene, seconded by Councilwoman
Gerwig, and unanimously passed (5-0) to approve Resolution No. R2015-29 as
presented.

D. 15-544

AUTHORIZATION TO (1) EXECUTE A CHANGE ORDER WITH
PIRTLE CONSTRUCTION, INC. FOR STRUCTURAL CHANGES TO
THE WELLINGTON COMMUNITY CENTER (WCC); (2) AMEND THE
EXISTING WCC CONTRACT LANGUAGE BY ADDING FEDERAL
GRANT PROVISIONS TO THE EXISTING AGREEMENT AND
EXECUTING A SEPARATE CHANGE ORDER ADDING EXTERIOR
WINDOWS AND DOORS TO PIRTLE'S CONTRACT; AND (3)
APPROVAL OF RESOLUTION NO. R2015-59 (BUDGET
AMENDMENT) TO COVER THE COST OF BOTH CHANGE
ORDERS

Mr. Schofield introduced the agenda item. Councilwoman Gerwig announced
that she had to recuse herself from this item because she has a professional
relationship with Song & Associates who is a member of the design team.

At this point, Councilwoman Gerwig left the Council Chambers.

Mr. Barnes and Mr. De La Vega presented the item explaining the requests.

A motion was made by Councilwoman Willhite, seconded by Vice Mayor
Greene, and unanimously passed (4-0) authorizing: (1) a change order with
Pirtle Construction, Inc. for structural changes to the Wellington Community
Center; (2) amending the existing WCC contract with Pirtle Construction, Inc.,
by adding federal grant provision language and executing a separate change
order for exterior windows and doors; and (3) approving Resolution No.
R2015-59 (Budget Amendment) to cover the cost of both change orders.

After this motion was made and approved, Councilwoman Gerwig re-entered
the Council Chambers.

E. 15-565

DISCUSSION OF THE VILLAGE MANAGER'S EMPLOYMENT
AGREEMENT

Mr. Schofield introduced the agenda item. He explained that his contract was

automatically set to expire on February 14, 2016 as outlined in his contract.

Ms. Cohen explained that Council had to discuss what action they wanted to take whether they wanted to provide the written notice to re-negotiate, terminate or if they wanted to do nothing and have it renew automatically for an additional year. Once that decision is made, she believed a motion was appropriate to provide direction to her to fulfill their desire.

Council discussed this, and supported re-negotiating the contract with the exception of Councilwoman Gerwig.

A motion was made by Councilman McGovern, seconded by Vice Mayor Greene, and passed (4-1) with Councilwoman Gerwig dissenting, directing the Village Attorney to draft a letter for the Mayor's signature notifying the Village Manager by September 1, 2015 of their desire to re-negotiate the terms of his employment agreement dated May 11, 2010.

Council indicated they would discuss who would be negotiating the contract with Mr. Schofield at a later date.

F.

15-139

AUTHORIZATION TO AWARD CONTRACTS FOR ANNUAL ASPHALT MILLING, RESURFACING AND SEALCOATING VILLAGE-WIDE

Mr. Schofield introduced the agenda item.

Mr. De La Vega presented the staff report.

A motion was made by Vice Mayor Greene, seconded by Councilman McGovern, and unanimously passed (5-0) authorizing the award of contracts for annual asphalt milling, resurfacing and sealcoating to multiple vendors.

RESOLUTION NO. R2015-66 (GRAND PRIX VILLAGE PLAT FOR LOTS 15, 16 AND 17)

Mr. Schofield introduced the Agenda item.

Mr. Riebe presented the staff report. Mr. Dan Rosenbaum spoke on behalf of the applicant.

A motion was made by Vice Mayor Greene, seconded by Councilman McGovern, and unanimously passed (5-0) to approve Resolution No. R2015-66 as presented.

9. PUBLIC FORUM

There were no members of the public who indicated they wished to speak during the Public Forum.

10. ATTORNEY'S REPORT

Ms. Cohen presented the following report.

(1) A tentative workshop was scheduled for the Charter Review for September 1st.

11. MANAGER'S REPORTS

Mr. Schofield presented the following report:

1. The next Regular Council Meeting will be held on Tuesday, August 25, 2015 in the Council Chambers at 7:00 p.m.

2. He announced the meetings and workshops for August and September:

(a) Monday, August 24: CIP Workshop followed by the Agenda Review

(b) Monday, August 24: Wellington Community Foundation following the Agenda Review

(c) Tuesday, September 1st: Charter Review Workshop

(d) Tuesday, September 8th: K-Park Town Hall Meeting at 7:00 p.m.

3. He also advised Council that the September Council meetings had been changed to Thursday, September 10th and Thursday, September 24th due to conflicts with the County and the School District budget hearings. The Monday prior to the September 10th meeting is Labor Day, so Council needed to decide if they wanted to reschedule the Agenda Review or forego it.

Councilman McGovern suggested holding the Agenda Review meetings on Wednesday.

Since Council has a meeting on September 10th, Councilwoman Gerwig asked if the Village could do some type of 9/11 recognition on that date or was anything planned for September 11th. In response, Mr. Schofield stated that the Village does a 9/11 Remembrance ceremony that is done about the same time the planes hit the World Trade Center. He indicated he would find out the details.

With regard to the September 24th meeting, Ms. Cohen asked Mayor Margolis if he had a Pension Trust meeting on that date. Mayor Margolis said that he had to look at that.

Vice Mayor Greene announced that he would be out of town on September 10th.

Mr. Schofield indicated that the meetings could be rescheduled, and he would have staff try to coordinate their schedules.

3. Wellington has released a new Smartphone app for "Access Wellington" which is a free application that allows residents to report issues and submit requests for services from their mobile devices. The app is available in the Iphone app store and the Google place store.

Vice Mayor Greene stated that he could not find the app. Mr. Schofield said that they would assist him in finding it.

4. Mr. Schofield said that he would be attending the League of Cities meeting on Thursday to discuss an insurance issue. Since Mr. Barnes will be attending the meeting with him, Ms. Quickel will be acting in his stead.

12. COUNCIL REPORTS

Councilwoman Gerwig presented the following report:

1. Regarding the comments she made during the discussion of the Manager's contract, Councilwoman Gerwig did not offer an apology to Councilman

McGovern who found her comments offensive. She said that her intention was not to personally offend Council, but that her job was not to stroke them, but to serve the residents. She said that when offensive statements are made against her, she tries not to take them personally.

2. She stated that she was happy for the Little League team on their win, and asked if a date for a celebration had been set.

Mr. Schofield said that he would get that information from Mr. DeLaney. Councilman McGovern thought the date was set for August 29th. Mr. Schofield said that he would provide that information to Council.

Councilwoman Gerwig noted that there would be parade and celebration for both the Little League All Stars and the Wellington Wild Girls softball team who also won their championship.

Vice Mayor Greene presented the following report:

1. He announced he will be attending the Florida League of Cities Annual Conference in Orlando.
2. He hoped the message received by Wellington residents and anyone doing business how cooperative the Village is. He said that his job is to only ensure that everyone is held to the same standard. He wanted to ensure that the people who work and live in the Village are treated fairly, with dignity and respect and understand the rules. Vice Mayor Greene said that the Village has gone above and beyond to do things for people who try to do things that are important to the community, and indicated he would continue to do that.

Councilman Willhite presented the following report;

1. Councilman Willhite said that it has become common practice to cast dispersion on others without recognizing that they are at fault as well. He said that people need to look at themselves before pointing out how and what others are doing with regard to staff. He referred to comments about staff members leaving the Village. He said he has spoken to many of them who have moved on for personal reasons or better positions.
2. He asked when it was anticipated that the street name would be changed to Ken Adams Way.

Mr. Schofield said that he issued that instruction, and he would get with the engineer. He said that the biggest issue was changing the business addresses which are being worked on. He said he would advise Council shortly if there was a reason why they could not physically have that done before Thanksgiving.

3. Councilman Willhite pointed out that there is a lot of growth in the canals.
4. He asked Mr. Schofield if he had in fact resolved all of the issues at the Tennis Center.

Mr. Schofield said that some of the issues were easily resolvable and have been taken care of. He noted that additional chairs and tables have been ordered some of which are specialty items.

5. Councilman Willhite asked why the digital signs were no longer in front of Village Park.

Mr. Schofield said that they had received numerous complaints about the

signs, they were not working and they were not able to get parts. He said that they would be replacing them with standard changeable copy signs noting that they have not found a outdoor sign that would work.

6. Councilman Willhite stated that he had not received an On-Call Weekend Schedule from Mr. Schofield for the past weekend.

Mr. Schofield explained that he was on on-call the past weekend, and that Council will only receive a schedule when anyone else but him is on-call.

Councilman McGovern presented the following report:

1. He announced that he had appointed Deidre Newton to serve on the Architectural Review Board.
2. At the Education Committee's last meeting, all of the principals of Wellington's schools made presentation relative to the Keely Spinelli Grant Program.

He encouraged the residents to look at that as it is an important program and a good thing the Village does in trying to improve and assist the math and reading scores for students who fall in the bottom 25 percentile. He commended the principals for their work in using that money as well as the Council for allocating the funds.

3. He wished students good luck as school starts on Monday as well as a successful academic year. He asked everyone to be careful as children are going to school because there will be more people walking and cars on the roadways.

Mayor Margolis presented the following report:

1. He reported that he attended the Dog Wash on Sunday at the Dog Park. He said a suggestion was made to him that the Village hold a big event at the Dog Park to celebrate dogs. He thought it was a good idea since there has never been such a celebration during the 10 or so years that the Dog Park has been in existence. With Council consensus, he said he wanted to have the Village Manager work with Mr. DeLaney on organizing such an event.

Council support having such an event. Mr. Schofield said that he would work on coordinating that event.

13. ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned.

AGREEMENT

Between

VILLAGE OF WELLINGTON

and

Ranger Construction Industries, Inc.

for

CONSTRUCTION SERVICES FOR

ANNUAL MILLING AND RESURFACING CONTRACT (Section A)

THIS AGREEMENT is made and entered into this 27th day of August, 2015, between VILLAGE OF WELLINGTON a Florida municipal corporation, through its Village Council, (hereinafter referred to as "Village"), and Ranger Construction Industries, Inc., a Florida Corporation (hereinafter referred to as "Contractor"), having its principal office at 101 Sansbury Way, West Palm Beach, FL 33411 for Annual Milling and Resurfacing -Section A (hereinafter referred to as the "PROJECT") in accordance with the Contract Documents, hereinafter defined.

That the Village and Contractor for the consideration hereinafter named, agree as follows:

1. Definitions.

- a. Council: The Village Council, which is the governing body of the Village of Wellington, Florida.
- b. Designated Representative: An authorized representative of Contractor assigned to represent Contractor on this Project who shall be Beatriz Ramirez
- c. Notice to Proceed: A written Notice to Proceed issued by the Project Manager.
- d. Project Manager: Unless otherwise explicitly stated all contract duties, contract responsibilities, and contract communications of Village shall be made through the Village's Director of Operations or the individual appointed by the Village's Director of Operations. The foregoing sentence shall not apply to Village construction inspections made to assure compliance with applicable regulatory law and which the Village conducts through an independent architect or design professional, in a governmental regulatory capacity.

2. Contract Documents. In addition to this Agreement, the following documents shall comprise the contract documents ("Contract Documents"): (a) plans and specifications attached hereto as Exhibit "A", (b) all Exhibits to this Agreement listed in Paragraph 39 (whether now attached or which will be attached in the future) (c) the performance and payment bond (if applicable); (d) the Notice to Proceed; (e) the Purchase Order, and (f) Modifications issued after execution of this Agreement. All of the Contract Documents, including any not attached hereto, are hereby incorporated by reference and shall be deemed to be of the same force and effect as if actually attached hereto. The Contract Documents shall be interpreted together and in harmony with one another. In the event of a conflict between or among the Contract Documents, whichever document imposes the greater obligation on Contractor shall control. The Contractor must call any such conflict or discrepancy to the Village's attention, in writing. The Contractor shall not proceed when in doubt as to any dimension or measurement but shall seek clarification from the Project Manager.

3. Scope of Work. The Contractor will provide all materials, supervision, light, power, transportation, labor, tools and equipment necessary to complete the work in strict accordance with the Contract Documents, and perform all work that is reasonably inferable therefrom as being necessary to accomplish the intent of the Contract Documents, and as required by the Manufacturer's specifications and all applicable laws, ordinances and rules and regulations of any governing authority including but not limited to the requirements of the Florida Building Code and any amendments thereto. The work to be performed shall hereinafter be referred to as the "Work".

4. Term, Time of Commencement and Completion. The term of the contract shall be for three (3) years from date of award, and by mutual agreement between the Village and the awardee(s), be renewable for two additional one year periods. After receiving notice to commence with the work for a particular project the Contractor shall commence promptly within seventy-two (72) hours and shall efficiently prosecute the work with adequate personnel and equipment until completion, within 30 calendar days, or as designated by the Wellington's designee. The time of commencement of the Work shall be the date stated in the Notice to Proceed ("Date of Commencement"). Contractor shall reach Substantial Completion of all Work within 30 days from the Date of Commencement, subject to any authorized extensions of time as set forth in this Agreement. All Work shall be performed in an expeditious manner. Contractor shall reach Final Completion of all Work within thirty (15) days of Substantial Completion.

5. Liquidated Damages for Delay. The parties agree that time is of the essence in the performance of this Agreement. Substantial Completion of the Work under this Agreement shall be no later than the Substantial Completion date set forth in Article 4, subject to authorized extensions of time as set forth in this Agreement. In the event the Work is not

substantially completed by the completion date in Article 4 and has not been extended by Change Order, the Village shall be entitled to collect liquidated damages. Contractor and Village agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Village the sum of Five Hundred Dollars (\$500.00) for each calendar day in achieving Substantial Completion of the Work. Further, Contractor and Village agree that, because of the nature of the Work, the inability of the parties to precisely calculate actual damages for delay and the difficulty of determining these damages, the Contractor shall pay the Village the sum of 25% of the per diem rate set forth in the preceding sentence as liquidated damages for each and every calendar day of unexcused delay for failure to achieve Final Completion. It is hereby agreed that the amount of the per diem assessment for liquidated damages for the Contractor's failure to achieve Substantial Completion of the Work within the time specified in this Agreement is not a penalty and not excessive in light of the circumstances known to the parties at the time this Agreement is executed. The Village's exercise of its right to terminate this Agreement shall not release the Contractor from its obligation to pay liquidated damages in the amount set forth herein. Such assessments shall be immediately due and payable to the Village or, at the Village's option, may be deducted from future payments that may be due and owing to Contractor. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Village, estimated at or before the time of executing this Agreement.

6. Contract Sum. The Village shall pay the Contractor for the cost of each project, authorized by the Village through the issuance of a Notice to Proceed, based upon the unit prices set forth in the Schedule of Values, inclusive of all licenses, taxes and fees. If any permits are required for the performance of the Work from any governing authorities having jurisdiction over the Project, Contractor shall be responsible for obtaining all required permits and the Village shall pay for the actual cost for such permits as part of the Contract Sum. The Village does not guarantee any minimum amount in contract price nor any minimum number of projects.

7. Payments. Based upon Applications for Payment submitted to and approved by the Project Manager based on Contractor's percentage of completion of the Work in accordance with the Schedule of Values attached as Exhibit "B", Village shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

- 7.1 Contractor shall submit its Application for Payment on the 28th of each month. The period covered by each Application for Payment is one month, ending on the 28th of the month.
- 7.2 Each Application for Payment shall show a complete breakdown the Project components, the quantities completed and the amounts due, together with such data substantiating the Contractor's right to payment and such supporting evidence which may be requested by the Project Manager including, but not limited to: (a) all Subcontractor requisitions; (b) where required by any manufacturers for extended warranties, inspection certificates or other acceptable documentation confirming the acceptable completion of any and all required inspections for the Work performed for which payment is being made; (c) all monthly reports required by any federal, state or local requirements including, but not limited to Davis-Bacon. In addition, as a further condition to payment of each progress payment, Contractor shall submit: (i) a sworn and certified Progress Payment Affidavit, which recites that all laborers, material suppliers and Subcontractors dealing with the Contractor have been paid in full through the date of the prior application for payment, with the exception of disputed payments; (ii) submit partial release of lien from Contractor for the current Application for Payment, submit partial releases of lien from all laborers, material suppliers and Subcontractors through the date of the last payment made, and submit partial releases of lien conditioned only upon payment from all lienors, through the date of the current Application for Payment, and such other evidence that the Village may reasonably require substantiating that all Work which is the subject of each such Application for Payment has been performed. The releases of lien form shall conform to the Florida's Construction Lien Law 713.01 et. seq. and/or Fla. Stat. § 255.05 shall be in such forms as approved by the Project Manager. An updated construction schedule shall be submitted at least monthly to the Village. Submission of the updated construction schedule shall not serve as notice of delays and shall not be construed as Owner's consent to extensions of the Contract Time. Each requisition shall be submitted in triplicate to the Project Manager for approval.

- 7.3 This Article left blank intentionally.
- 7.4 The Village may, but shall not be obligated to, upon the issuance of a notice of non-payment by a Subcontractor, supplier or materialmen, or any other lienor, or claimant as defined by §255.05, Florida Statutes, make all or any portion of any progress payment by check payable jointly to the order of Contractor and any lienor giving timely notice, or may make such payment directly to such lienor and deduct said sum from the balance then due Contractor. However, such payment, if made, shall not create any third party beneficiary or other rights in such lienor or claimant. In making such payments to lienors or claimant, the Village shall require such lienor or claimant to execute the applicable release of lien or the Waiver of Right to Claim Against Bond form in accordance with §255.05, Florida Statutes.
- 7.5 The Project Manager will authorize or reject payment, shall within twenty (20) business days of receipt of Contractor's application for payment authorize or reject payment. If the payment application is rejected by Project Manager as not complying with the requirements of this Article 7, Project Manager shall notify Contractor in writing and specify the deficiency and action necessary to make the application for payment proper. Village will pay Contractor within twenty-five (25) business days of receipt of Contractor's proper and complete Application for Payment, as provided above, unless the Application for Payment was rejected by Project Manager in which event, payment shall be made in accordance with § 218.735(3), Florida Statutes.
- 7.6 Village may withhold progress payment to such extent as may be necessary on account of:
- .1 Defective work not remedied.
 - .2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor.
 - .3 Failure of Contractor to make payments properly to Subcontractors or suppliers or for material or labor.
 - .4 Damage to another Subcontractor, supplier, materialmen, party, or person not remedied.
 - .5 Liquidated damages pursuant to Article 5 hereof.
 - .6 As-built drawings not being in a current and acceptable state.
 - .7 Any other breach of this agreement by Contractor.

When the above grounds are removed or resolved or Contractor provides a surety bond or a consent of surety satisfactory to Village, which will protect Village in the amount withheld, payment may be made in whole or in part, as applicable.

- 7.7 When the Contractor receives payment from the Village for labor, services or materials furnished by Subcontractor and suppliers hired by the Contractor, the Contractor shall remit payment due those parties within ten (10) days after receipt of payment from the Owner, unless otherwise provided for by Florida Law.
- 7.8 Final Payment. Requests for final payment shall be accompanied by paid invoices and other back-up material as may be necessary by the Village to substantiate the final fee of Contractor. In no instance shall final billing exceed the amount allocated in the Contract Documents. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Village to Contractor when:
- .1 the Contractor has fully complied with and performed all of its obligations and/or responsibilities under the Contract Documents;

- .2 all punch list Work has been completed in accordance with the Contract Documents;
 - .3 Contractor has submitted a Contractor's Final Payment Affidavit in a form acceptable to the Project Manager and in accordance with Florida Statutes;
 - .4 Contractor has submitted its unconditional final lien waiver together with final lien waivers from all of its Subcontractors, lienors and suppliers in a form acceptable to the Project Manager;
 - .5 Contractor has obtained all applicable approvals from all governmental and other authorities having jurisdiction over the Work, unless such approvals are being withheld due to causes which are not within the Contractor's responsibility under this Agreement;
 - .6 Contractor has complied with all other express requirements of the Contract Documents and the reasonable requirements of Village as a condition to final payment;
 - .7 Project Manager has approved final payment;
 - .8 Contractor has submitted a certificate of insurance evidencing that the insurance required by the Contract Documents will remain in force after final payment, and will continue through the remaining duration of the Project, and thereafter as required by the Contract Documents;
 - .9 Evidence that any and all claims have been settled;
 - .10 Final, liquidated damages settlement statement.
 - .11 Surety has issued a Consent of Surety to Final Payment;
- 7.9 Upon receipt of written notice from Contractor that the Project or designated Phase thereof is ready for Final Inspection, the Project Manager shall, within ten (10) days, make an inspection thereof. If Project or designated Phase thereof is acceptable under the Contract Documents and the Project fully performed, Project Manager shall approve final payment.
- 7.10 Village may withhold final payment to such extent as may be necessary on account of:
- .1 Defective Work not remedied;
 - .2 Claims filed or reasonable evidence indicating probable filing of claims by other parties against Contractor;
 - .3 Failure of Contractor to make payments properly to Subcontractors or Consultants or for material or labor;
 - .4 Damage to another Subcontractor, supplier, materialmen, party, or person not remedied;
 - .5 Liquidated damages pursuant to Article 5 hereof;
 - .6 As-built drawings not being in a current and acceptable state; and/or
 - .7 Any other breach of this agreement by Contractor

When the above grounds are removed or resolved or Contractor provides a surety bond or a consent of surety satisfactory to Village, which will protect Village in the amount withheld, payment may be made in whole or in part, as applicable.

- 7.11 If, after the Project has been substantially completed, full completion thereof is materially delayed through no fault of Contractor, and Project Manager so certifies, Village shall, upon certification of the Project Manager, and without terminating the Contract, make payment of the balance due for that portion of the Project fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 7.12 The making and acceptance of the final payment shall constitute a waiver of all claims by Contractor, except those previously made in writing and identified by Contractor as unsettled at the time of the final application for payment.
- 7.13 Punch List. The Contractor in conjunction with the Project Manager shall develop the punch list, a single list of items limited to minor omissions and defects which are required to render the Work complete and satisfactory in accordance with this Agreement, and the Project Manager shall submit the punch list to the Village in accordance with the time frames set forth herein. The Contractor shall develop the punch list within 30 calendar days after reaching Substantial Completion. The failure to include any corrective work or pending items not yet completed on the punch list does not alter the responsibility of the Contractor to complete all of the Work in accordance with this Agreement. Upon completion of all items on the punch list, the Contractor may submit a payment request for all remaining retainage withheld (if any) by the Village. If a good faith dispute exists as to whether one or more items identified on the punch list have been completed pursuant to the Agreement, the Village shall continue to withhold up to 150 percent of the total costs to complete such items. Within ten (10) days of written notification to the Project Manager that all punch list items have been completed, the Project Manager shall inspect the punch list items. If the punch list items have not been completed to the reasonable satisfaction of the Project Manager, and if it is necessary for the Project Manager to reinspect the completion of any punch list items, the Contractor shall be responsible for all fees and costs charged by the Village for making any such reinspections.

8. Contractor. Contractor represents that it is a properly qualified and licensed contractor in good standing with the State of Florida and is a Florida corporation in good standing, organized and existing under the laws of the State of Florida. Contractor further represents that it has read, examined and understands the pertinent Contract Documents and is well qualified and able to perform the Work; that it has a sufficient number of qualified personnel to assure timely performance of the Work; that it has the proper tools and equipment to perform the Work; and is financially capable of performing this Agreement; that Contractor has visited the site of the Work, examined the actual job conditions and is familiar with local conditions and all things required that will have a bearing on performance of the Work; that all materials incorporated in the Work will be new unless otherwise specified, and that all Work will be of first quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. The Contractor shall supervise and direct the Work using its best skill and attention. All Work shall be performed by craftsmen skilled in the trades and application of materials involved. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work and shall comply with all OSHA regulations regarding job safety and all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety or persons or property. Contractor shall comply with the Trench Safety Standards provided by OSHA's Excavation Safety Standards, 29 CFR §1926.650 Subpart P and Fla. Stat. §553.60-§553.64 (1990) (inclusive).

The Contractor at all times shall keep the Property free from accumulation of waste materials or rubbish caused by its operations. At the completion of the Work Contractor shall remove, at its sole cost and expense, all its waste materials and rubbish from and about the Property as well as its tools and equipment, shall clean all surfaces, and shall leave the Work "broom clean" or its equivalent, except as otherwise specified. Contractor agrees to immediately repair at its sole cost and expense all damages to the Property arising from or relating to Contractor's performance of the Work.

9. Indemnity. To the fullest extent permitted by the law, Contractor shall indemnify and hold harmless the Village, and its officers, directors, agents, members and employees, from liabilities, damages, losses, and costs, including, but

not limited to, reasonable attorneys' fees at the trial and appellate level, but only to the extent caused by the negligence, recklessness, wrongly or intentionally wrongful conduct, act or omission of the Contractor and other persons employed or utilized by Contractor, any of Contractor's Subcontractors, agents or others for whom the Contractor is responsible, arising from this Contractor its performance. The Village's contributory negligence shall only reduce, but not prevent, the Contractor's obligation to indemnify provided herein. Regardless of the forgoing, this provision shall be limited by Florida Statute 725.06.

10. Subcontracts. No portion of the Work may be subcontracted without the prior written consent of the Village, which consent may be withheld for any reason. It is further agreed that all subcontracts and material and equipment purchase contracts entered into by Contractor or its subcontractors or material suppliers, shall contain a provision stating that the Village may bring claim directly against any subcontractor of Contractor for breach of Contract, warranty rights, quality of workmanship, and create third party beneficiary rights of Village in said agreements. Additionally, nothing contained in this Contract shall constitute an assignment of Contractor's rights against the Village or create any third party beneficiary rights in any subcontractors or material and equipment suppliers of Contractor. The purpose of this provision is to allow the Village, in addition to Contractor, to make claim for damage or indemnification directly against any subcontractors or material and equipment suppliers that may be ultimately responsible for defects or deficiencies in the Work or materials and equipment.

11. Time & Delays. All time limits stated in the Contract Documents are of the essence in this Agreement. If the Contractor is delayed at any time in the progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in transportation, unavoidable casualties, inclement weather, causes beyond the Contractor's control, or by any cause which the Project Manager may determine justifies the delay, then the Contract Time shall be extended by written Change Order for such reasonable time as the Project Manager may determine. All requests for extensions of time other than those associated with changes in the Work, must be submitted in writing to Project Manager within three (3) business days of the event giving rise to the delay. Failure to so request an extension will constitute a waiver of any right for an extension of time. In the event that Contractor is delayed in the progress of the Work, and is granted an extension of time in which to perform the Work; in no instance will Contractor be entitled to increased costs, compensation or damages as a result of delay. All damages that may occur by reason of delay are hereby waived by Contractor. Said claim shall specifically include, among other things, an adjusted critical path schedule reflecting precisely the delay and its claimed impact upon the Contractor's future performance. Claims for adverse weather conditions shall be documented by data substantiating the weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction. The parties agree that time is of the essence in the performance of this Agreement

12. Insurance. The Contractor, as a condition of this Agreement and to payment, shall purchase and maintain such insurance as will protect it from claims under Worker's Compensation acts and other employee benefit acts, from claims for damages because of bodily injury, including death and from claims for damages to property which may arise out of or result from the Contractor's operations under this Agreement, whether such operations be by itself or by any subcontractor or anyone directly or indirectly employed by any of them. The Village shall be named as an additional insured in all policies required to be maintained hereunder with the exception of the Worker's compensation insurance and builder's risk insurance. Village shall be a named insurance on all builder's risk insurance. At a minimum, Contractor shall provide the following insurance:

- 12.1 Workers' Compensation Insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy (ies) must include Employer's Liability with limits of Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) each disease, and Five Hundred Thousand Dollars (\$500,000) aggregate by disease.
- 12.2 Project Specific Comprehensive General Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability must include:
 - .1 Premises and/or Operations on an occurrence basis.
 - .2 Independent contractors.
 - .3 Products and/or Completed Operations Liability on an occurrence basis.
 - .4 Explosion, Collapse, and Underground Coverages.

- .5 Broad Form Property Damage.
 - .6 Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - .7 Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- 12.3 Business Automobile Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Owned vehicles.
Non-owned and hired vehicles.

12.4 Builder's Risk Insurance [IF APPLICABLE]

The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk, "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained until final payment has been made or until no person or entity other than the Village has an insurable interest in the property required by this Section to be covered, whichever is later. This insurance shall include interests of the Village, Contractor, and all Subcontractors and suppliers in the Project. The Contractor, shall be solely responsible for any deductibles under the builders risk insurance. The policy must be endorsed to provide that the builder's risk will continue to apply until final acceptance of the Project)or additions by the Village. Village shall be a named insured and beneficiary of the builder's risk insurance.

- 12.5 Notice of Cancellation, Expiration, and/or Restriction: The policy (ies) must be endorsed to provide Village with thirty (30) days advanced written notice of cancellation, expiration, and/or restriction, to the attention of the PROJECT MANAGER, 12300 Forest Hill Blvd., Wellington, FL 33414.
- 12.6 The Contractor's Certificates of Insurance are attached hereto as **Exhibit "C"**. Village reserves the right to require a certified copy of such policies upon request. All certificates shall state that Village shall be given thirty (30) days prior written notice of cancellation and/or expiration.
- 12.7 All policies of Contractor shall contain an endorsement whereby the insurance carriers agree that its insurance is primary and not contributory with or in excess of any coverage which the Village has purchased. The Contractor shall be responsible for all deductibles under the insurance policies. The Contractor shall be responsible for all loss or damage to the Work, including the Contractor's materials delivered to site for incorporation therein and all property issued to the Contractor by the Village for use or incorporation in the Work. The Contractor shall waive all rights against the Village for recovery of damages to the extent that these damages are covered by insurance maintained pursuant to the above requirements, and the Contractor shall provide all waivers of subrogation in the endorsements and forms required by the Village.
- 12.8 Notwithstanding the availability of any insurance listed hereunder, the Contractor shall bear the risk of loss for its acts, errors or omissions pursuant to this Agreement. The Contractor bears all liability and risk of loss, for losses and damages arising from any acts, errors, omissions, or negligence on the part of the Contractor and its Subcontractors, including without limitation damages for defective and nonconforming work, and the Contractor and all applicable

Subcontractors shall bear the risk and pay for such losses regardless of whether the Contractor should be covered for such losses by any insurance required by this Article. The Contractor bears all liability and risk of loss, for losses and damages arising from acts of god, rain, fire, vandalism or any other causes, other than causes resulting from the negligence of the Village.

- 12.9 The Contractor will deliver to Insurance Tracking Services, Inc. (ITS), Village of Wellington authorized insurance consultant, a certificate of insurance with respect to each required policy to be provided by the Contractor. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate.

Submit certificates of insurance to:

Certificate Holder Address:

(Certificates need to include the following as the Certificate Holder)

Village of Wellington
c/o Insurance Tracking Services, Inc. (ITS)
P.O. Box 20270
Long Beach, CA 90801

Cancellation and/or Modification of Insurance Coverage

Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases, has been given to Village of Wellington and such notice is by postal mail, return receipt requested. This notice requirement does not waive the insurance requirements contained herein.

Renewal Policies

The Contractor shall promptly deliver to ITS a certificate of insurance with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the terms specified herein. Such certificate shall be delivered to ITS not less than five (5) business days before to the expiration date of any policy

13. Correction of Work Contractor warrants to Village that all materials and equipment furnished for the Project will be new unless otherwise specified and that all Work for the Project, will be of good quality, free from faults and defects, fully functional, and in conformance with the Contract Documents. The Work shall be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirements of the Contract Documents. All Work for the Project not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor shall, within three (3) working days of written notice from Village, correct any Work that fails to conform to the requirements of the Contract Documents. The Contractor shall bear all costs of correcting such defective work.

14. Changes. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order or Construction Change Directive, subject to the limitations stated in this Article 14 and elsewhere in the Contract Documents. Any changes in the Work or any adjustment in the Contract Sum or the Contract Time shall only be made upon written Change Order or Construction Change Directive as provided herein. If Contractor proceeds with such work without obtaining a written change order or Construction Change Directive, it shall be assumed that Contractor has performed such work at no additional charge. The requirement for a writing under this Article cannot be waived. A Change Order shall be based upon agreement among the Project Manager and Contractor and a Construction Change Directive requires directive by the Project Manager and may or may not be agreed to by the Contractor. Among other circumstances, a Construction Change Directive may be issued where the Contractor believes it is entitled to a Change Order or otherwise to an increase in the Contract Sum or Contract Time, but the Village does not agree. In such event, the Contractor is obligated to perform the Work described in the Construction Change Directive in accordance with this Article. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order or Construction Change Directive.

14.1 Change Orders

14.1.1 A Change Order is a written instrument signed by the Project Manager and Contractor stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, to the Contract Sum; and
- .3 The amount of the adjustment, if any, to the Contract Time.

14.2 Construction Change Directives

14.2.1 A Construction Change Directive is a written order signed by the Project Manager directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Village may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

14.2.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

14.2.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 14.2.7.

14.2.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Project Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time. Disagreement as to the adjustment to the Contract Sum or Contract Time shall not excuse Contractor from its prompt performance of the Work described in the Construction Change Directive.

14.2.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

14.2.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Project Manager shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, the Contractor shall keep and present, in such form as the Project Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 14.2.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

14.2.8 Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Project Manager will make an interim determination for purposes of monthly certification for payment for those costs and approve for payment the amount that the Project Manager determines, in the Project Manager's sole judgment, to be reasonably justified. The Project Manager's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a claim.

15. Compliance with Laws. The Contractor shall give all notices, and warrants and represents that the Work will comply with all federal, state and local laws, ordinances, rules, regulations, and orders of any public authority having jurisdiction over the Work. Contractor shall comply with all ordinances, laws and rules of the State of Florida, Village of Wellington and Palm Beach County applicable to the Work. Contractor shall be liable for any deviation from any laws, ordinances, rules, regulations, and orders of any public authority even if in strict compliance with the Contract Documents. Contractor shall bear sole responsibility for and bear all costs necessary to insure full compliance with the representations contained herein, including, but not limited to any attorney's fees or other expenses incurred by Village in responding to any complaints, citations, court orders, administrative orders or similar governmental edicts or process. The provisions of this paragraph shall survive the termination of this Agreement.

16. Termination. If the Village fails to issue payment for a period outlined in Article 7 through no fault of the Contractor, the Contractor may, after ten (10) days written notice to the Village terminate this Agreement unless the Village cures such default and recover from the Village payment for all work executed including a reasonable profit thereon not to exceed ten percent (10%), but which sum shall never exceed the contract sum less the cost to complete any remaining Work. This sum shall be Contractor's sole remedy under this Agreement.

If the Contractor cannot satisfy the conditions and obligations imposed by the Contract Documents, or breaches any of the terms of this Agreement then the Village may, without prejudice to any right or remedy and after giving the Contractor three (3) days written notice, terminate this Agreement and take possession of the site and of all materials, owned by the Contractor and finish the work by whatever method the Village deems expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum exceeds the cost of completing and correcting the Work such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Village. This provision shall in no way limit the Village's right to claims for any additional damages including but not limited to delay and consequential damages. This obligation for payment shall survive termination of this Agreement.

The Village may also terminate this Agreement for the Village's convenience and without cause upon three (3) days written notice to Contractor. If the Contractor is terminated for convenience, the Contractor shall be paid for all Work completed through the date of termination, less payments made and any amounts that the Village is entitled to withhold pursuant to the terms of this Agreement and by law. The Contractor waives any and all claims for damages resulting from such termination for convenience, including without limitation anticipated profits and any and all damages.

17. Transfer of Lien. In the event any liens should be filed against the Property by any lienors, in connection with labor or services performed, Contractor shall indemnify and hold Village harmless against all such liens and suits or other proceedings pertaining thereto including any and all costs and attorneys' fees, at both the trial and appellate level. If any such liens are filed then Contractor must forthwith transfer such lien to security in accordance with Florida Statutes. Should Contractor fail to transfer such lien, the Village may, at its option, do so and deduct the amount expended, including all costs and attorney's fees incurred from any payment then due Contractor.

18. Bonds.

18.1 A Performance and Payment Bond (separate Performance Bond and separate Payment Bond) of the form and containing all the provisions of the Performance and Payment Bond (Performance Bond and Payment Bond forms) attached hereto and made a part hereof. The Payment and Performance Bond required herein shall be in conformance with Florida Statutes 255.05, approved by Village, executed by a surety company shown in the United States Treasury list of approved companies and authorized to do business in the state of Florida.

18.2 Payment and performance bonds shall be required for each project over \$200,000 awarded from Section A, guaranteeing to the Owner the completion and performance of the project covered in this Agreement, as well as full payment of all suppliers, material, laborers, or Subcontractors employed pursuant to this Project. The bonds shall be furnished prior to issuance of the Purchase Order for the project and shall remain in effect until the project is complete.

18.3 Such Bonds shall continue in effect for one (1) year after completion and acceptance of any Project whereby this contract was utilized, with liability equal to one hundred percent (100%) of the project amount surety, or an additional bond shall be conditioned that Contractor will, upon notification by Village, correct any defective or faulty Work or materials which appear within three (3) years after completion of the Contract.

19. Applicable Law and Venue; Attorney's Fees. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida. In the event of litigation to settle disputes arising out of this Agreement or the Project, the prevailing party shall be entitled to recover against the other party its cost and expenses, including reasonable attorney's fees, which shall include any fees and costs attributable to appellate proceedings arising on and of such litigation.

20. Drug-Free Workplace. Execution of this Agreement by Contractor shall serve as Contractor's certification that it either has or that it will establish a drug-free workplace consistent with Chapter 112.0455, Florida Statutes.

21. Conflicts. Contractor shall comply with all conflict of interest provisions found in the Code of Ordinances of Wellington, the Palm Beach County Code of Ethics and Chapter 112, Florida Statutes. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment related to its performance under this Agreement. Contractor agrees that none of its employees shall, during the term of this Agreement, serve as an adverse or hostile expert witness against Village in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her opinion, which is adverse or prejudicial to the interests of Village in any such pending or threatened legal or administrative proceeding. The limitations of this Section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding regarding this Agreement. In the event Contractor is permitted to utilize Subcontractors to perform any services required by this Agreement, Contractor agrees to prohibit such Subcontractors, by written contract, from having any conflicts as within the meaning of this Section.

22. Public Entity Crime Statement. Contractor acknowledges the existence of Section 287.133(2)(a), Florida Statutes ("Public Entity Crimes Act"), which provides, in part, that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to Village, may not submit a bid on a contract with Village for the construction or repair of a public building or public work, may not submit bids on leases of real property to Village, may not be awarded or perform work as a Contractor, supplier, Subcontractor, or Consultant under a contract with Village, and may not transact business with Village in excess of

the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this Section by Contractor shall result in termination of this Agreement by Village without penalty.

23. Truth-In-Negotiation Certificate. Signature of this Agreement by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original Contract Price and any additions thereto shall be adjusted to exclude any significant sums, by which Village determines the Contract Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

24. Records. Contractor shall keep such records and accounts and require any and all architects, Consultants, and Subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement. Such books and records will be available at all reasonable times for examination and audit by Village and for the required retention period of the Florida Public Records Act (Chapter 119, Florida Statutes), if applicable, or if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

25. In accordance with Palm Beach County Ordinance Number 2011-009, this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County Ordinance Number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. Village of Wellington's Purchasing and Procurement Procedures Manual. Contractor shall comply with all Contractor requirements of the Village of Wellington's Purchasing and Procurement Procedures Manual as adopted by Resolution No. R2014-12.

27. Local Preference. Except where prohibited by federal or state law, other funding source restrictions, or as otherwise excluded by the Village of Wellington's Local Preference Policy, if Contractor represented itself as a Palm Beach County Local Business or Western Communities Local Business in accordance with the Village of Wellington's Local Preference Policy, Contractor shall be obligated to maintain such status in accordance with eligibility requirements of Village of Wellington's Local Preference Policy through final completion of the Project. In the event Contractor qualified for Local Preference by subcontractor participation, the Contractor shall maintain the local subcontractor(s) identified in its response to the Owner's Invitation to Bid and shall not replace same without the prior written consent of the Owner. In the event Contractor needs to replace a local subcontractor, said subcontractor shall be replaced with another contractor which meets the eligibility requirements of the Village of Wellington's Local Preference Policy, unless expressly agreed in writing by the Owner.

28. Code of Ethics & Conduct. If Contractor violates or is a party to a violation of the Florida Statutes Chapter 112 or the Palm Beach Code of Ethics (Sec. 2-441 et. seq), Contractor may be in material breach of this Agreement and may be disqualified from bidding on any future bids for work of goods with the Owner.

29. Non-Collusion. This Agreement is made without collusion or fraud. No premiums, rebates, or gratuities are permitted with, prior to, or after any delivery of material or provisions of services. Any violation of this provision may result in termination of this Agreement, return of materials or discontinuation of services, and the possible removal of Contractor for bidder lists.

30. Drug-Free Workplace. Contractor certifies that it maintains a drug-free work place.

31. As part of the Village's National Pollutant Discharge Elimination System (NPDES) requirements, Contractor may be required to achieve training which may include but not be limited to a live presentation and/or video presentation. Contractor is responsible for all costs associated with the training.

32. Traffic Control and Maintenance. To the extent applicable, the Contract Sum includes all traffic control and traffic control costs related to the Work. The Maintenance of Traffic Plan and all traffic warning and control devices shall

conform to the applicable provisions of the latest editions of the national "Manual On Uniform Traffic Control Devices" (MUTCD), and the 600 series of the Florida Department of Transportation's "Roadway and Traffic Design Standards". The MOT Plan shall be prepared by a Florida MOT Certified Technician if FDOT standard details are used. If FDOT standard details are not used, a Professional Engineer licensed in Florida shall prepare the MOT Plan. MOT Plans shall be submitted to appropriate agencies for approval. Costs of compliance with this Paragraph are included as part of the Contract Sum.

33. Existing Structures & Utilities. All known utilities have been shown on the Plans and Drawings according to the best information available. It is the Contractor's responsibility to contact all owners of structures or utilities above ground, on the surface, or below the ground, within the Project area so that said owners may stake, otherwise make, or protect their facilities. When structures and utilities have been properly shown or marked and are disturbed or damaged in the execution of the Work, they must be repaired immediately in conformance with best standard practice and the approval of the owner of the damaged utility or structure. In the case of structures and utilities which have not been properly shown or located as outlined above and are disturbed or damaged in the prosecution of the Work, take whatever steps are necessary for safety and notify the affected utility owner and avoid any actions which might cause further damage to the structure or utility. Should the Work require repairs, changes, or modifications of the Owner's utilities as well as other utilities, it is the responsibility of the Contractor to provide for the maintenance of continuous water, sewage, electric, telephone and other utility services to all present customers of such utilities, unless approval in writing is secured from the applicable utility company or Owner for interruption of such service.

34. Testing. All tests and analyses, which are called for in the Specifications and/or Drawings to be performed by an Independent Testing Laboratory or otherwise, will be at the Contractor's expense unless otherwise specified, provided the tests and analyses determine that the material(s) and/or Work meets the requirements as specified. All such tests that pass or fail to meet the Project requirements are to be paid by the Contractor.

35. Storage Site. The Contractor shall furnish, at its expense, properly zoned area suitable for field offices, material storage and equipment service and storage, as applicable for the Project. The Contractor shall maintain these areas in a clean, orderly condition so as not to cause of nuisance in the area and shall restore the storage areas to its original or better condition.

36. Miscellaneous. Neither party to this Agreement shall assign the Agreement or sublet it as a whole without the prior written consent of the other. The partial or complete invalidity of any one or more provisions of this Agreement shall not affect the validity or continuing force and effect of any other provision. The failure of either party hereto to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any right herein, shall not be construed as a waiver or relinquishment of such term, covenant, condition or right as respects further performance. This Agreement may not be amended or modified except by an instrument in writing signed by the party against whom enforcement of such amendment or modification is sought. In construing this Agreement, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders. This Agreement supersedes any prior agreements between the parties with respect to its subject matter. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument.

37. Notice. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

For VILLAGE:
Awilda Rodriguez, Village Clerk
Village of Wellington
12300 Forest Hill Blvd.
Wellington, FL 33414

For Contractor:
Beatriz Ramirez
Ranger Construction Industries, Inc.
101 Sansbury Way
West Palm Beach, FL 33411

38. The Owner Direct Special Conditions (Sales Tax Information) are incorporated herein by reference.

39. Exhibits

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

Exhibit F

Plans & Specifications

Schedule of Values

Certificate of Insurance

Payment and Performance Bond Forms (if applicable)

Progress Payment Certification

Form for Affidavit for Final Payment

(Signatures on following page)

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement. One counterpart each has been delivered to OWNER, CONTRACTOR, and the ENGINEER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by the ENGINEER on their behalf.

OWNER: Village of Wellington

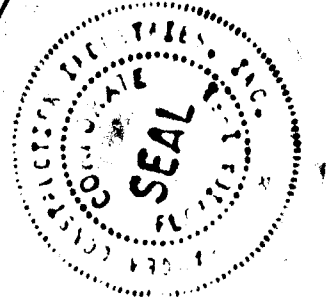
By Bob Margolis
Bob Margolis, Mayor

Attest: Awilda Rodriguez
Awilda Rodriguez, Wellington's Clerk
(SEAL)

CONTRACTOR: Ranger Construction Industries, Inc.

By PONCH FRANK
Ponch Frank Vice President

Attest: [Signature]
(CORPORATE SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

[Signature]
Village Attorney

EXHIBIT A
PLANS & SPECIFICATIONS

STANDARD SPECIFICATIONS AND GENERAL PROVISIONS

Contractor shall provide all labor, equipment, tools and materials to complete the work. Contractor shall be responsible for removal and disposal of existing pavement, supply and delivery of new materials, maintenance of traffic, and coordination of activities and miscellaneous activities required to provide a for a complete, turnkey finished product.

In order to meet the needs of various departments and the best interest of the Village of Wellingtons, awards may be made to multiple qualified vendors. The selected awardee(s) shall be bound by all terms, conditions, and requirements in these documents and is hereby placed on notice that acceptance of this bid by Wellington shall constitute a binding contract. Bidders may submit proposals for one, two or three sections of the Schedule of Values for which they are licensed and qualified. Bidders shall submit pricing on all line items in each section they choose to bid on.

A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the liquid bituminous materials used in the Asphaltic Concrete Mixes included in this proposal exceed ten percent (10%) of the current Florida Department of Transportation price index data for liquid bituminous materials

It is the intent of these specifications that the Florida Department of Transportation Standard Specifications for Road & Bridge Construction dated 2010 be used as the basis for the work, except as noted herein, and that where such wording which refers to the State of Florida and its Department of Transportation and Personnel, that such wording is intended to be replaced with that wording which would provide proper terminology; thereby, making such Standard Specifications and General Provisions as though they were those Standard Specifications and General Provisions of Wellington.

In addition to these Standard Specifications and General Provisions, there will be those General Provisions included which would pertain to the pertinent items of construction.

1. SP & FC SERIES ASPHALTIC CONCRETE: FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION – 2010 SHALL APPLY, EXCEPT FOR:

- 1) Lot sizes shall not exceed 2,000 tons or the tonnage placed in a single day, whichever is less.
- 2) Density testing shall be performed in turn lane areas and other miscellaneous areas selected by the owner in addition to through lanes.

2. S SERIES ASPHALTIC CONCRETE: FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION – 2000

- 1) Passing densities shall be required for turn lanes and other miscellaneous areas required by the Owner, in addition to through lanes.

3. MATERIALS

Shellrock or recycled, crushed concrete material shall meet the following requirements:

Gradation - 100 percent(by weight) of the material shall pass a 3 inch sieve, with 40% to 70% passing the number 10 sieve. Not more than 20 percent, by dry weight, of the material shall pass the 200 sieve by washing. All crushing or breaking up which might be necessary in order to meet such size requirements shall be done before the material is placed on the road.

Composition

A. The minimum percentage of carbonates of calcium and magnesium in the material shall be 40.

B. All foreign material such as metal fragments, organic matter, etc., shall be removed from the material before delivery to the job site.

4. **COMPACTING AND FINISHING BASE**

Density Requirements - As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98 percent of maximum density as determined by AASHTO T 180.

Density Tests - At least three density determinations shall be made on each day's final compaction operations on each course, and the density determinations shall be made at more frequent intervals if deemed necessary by the Public Works Roads Supervisor.

Surface Testing - The finished surface of the base course shall be checked with a templet cut to the required crown and with a 15 foot straightedge laid parallel to the center line of the road. All irregularities greater than 1/4 inch shall be corrected by scarifying and removing or adding base course material as required, after which the entire area shall be recompacted.

5. **PRIMING AND MAINTAINING**

Priming - The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90 percent of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur.

Maintaining - The Contractor will be responsible for assuring that the true crown and templet are maintained with no rutting or other distortion, and that the base meets all the requirements, at the time the surface course is applied.

6. **THICKNESS DETERMINATIONS**

General - Thickness of the base shall be measured at various points on the cross section, through holes not less than three inches in diameter, with each hole representing a section not exceeding 200 feet in length.

Correction of Deficient Areas - Wherever the compacted base is deficient by more than 2 inch from the thickness called for in the plans, the Contractor shall correct such areas by scarifying and adding base course material. The base shall be scarified and base course material added for a distance of 100 feet from each edge of the deficient area. The effected area shall then be brought to the required state of compaction and to the required thickness and cross section. Deficient Areas Left in Place - As an exception to the requirement for correcting areas of base which show a thickness deficiency exceeding the allowable 2 inch, if so approved in writing by the Public Works Roads Supervisor, any of such areas in which the extent of the excess deficiency might be considered as not sufficient to seriously impair the required strength of the base, may be left in place. No payment, however, will be made for areas left in place and not corrected.

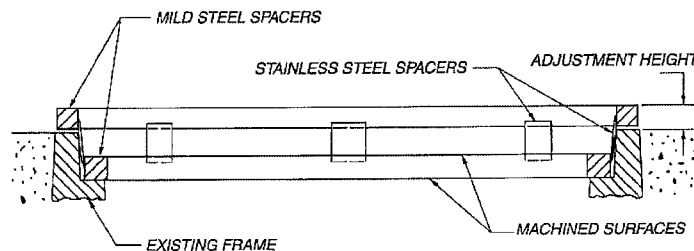
Section A – Specifications

1. All costs for maintenance of traffic (MOT) shall be considered incidental to, and shall be included in unit prices for the pay items
2. Item No. 5 – Portable milling machine (per hour) includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon the actual hours for milling and clean-up. Disposal of material shall be considered incidental to per hour rate for portable milling machine.
3. Item No. 6 – Manhole Adjustment (see Exhibit A). Each may be accomplished using pre-cast rings or other methods acceptable to owner.
4. Item No. 10 – Install pavement waterproof fabric (fabric supplied by owner). Item unit price shall include installation of owner furnished fabric and shall conform to section 518 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, 2000 edition; except that the asphalt binder material shall be included in the square yard price for P.W.F. at a target rate of 0.36 gallons per S.Y. with a tolerance of plus or minus 0.03 gallons per S.Y.

USF MANHOLE ADJUSTING RINGS

USF ADJUSTING RINGS ALLOW FAST, EASY AND EFFICIENT INSTALLATION. THERE ARE NO MANUAL ADJUSTMENTS OR WELDING REQUIRED AT INSTALLATION. USF ONE-PIECE CONSTRUCTION GIVES YOU THE STRENGTH AND DURABILITY TO PROVIDE YEARS OF DEPENDABLE SERVICE.

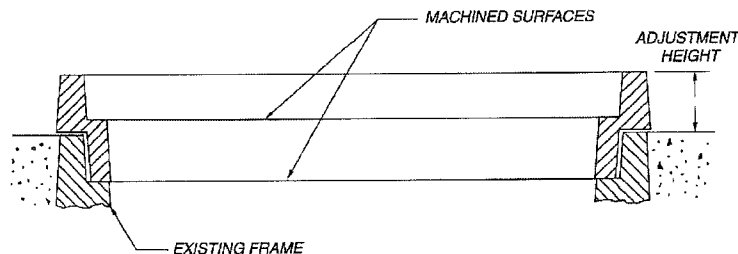
TYPE A: STEEL ADJUSTING RINGS



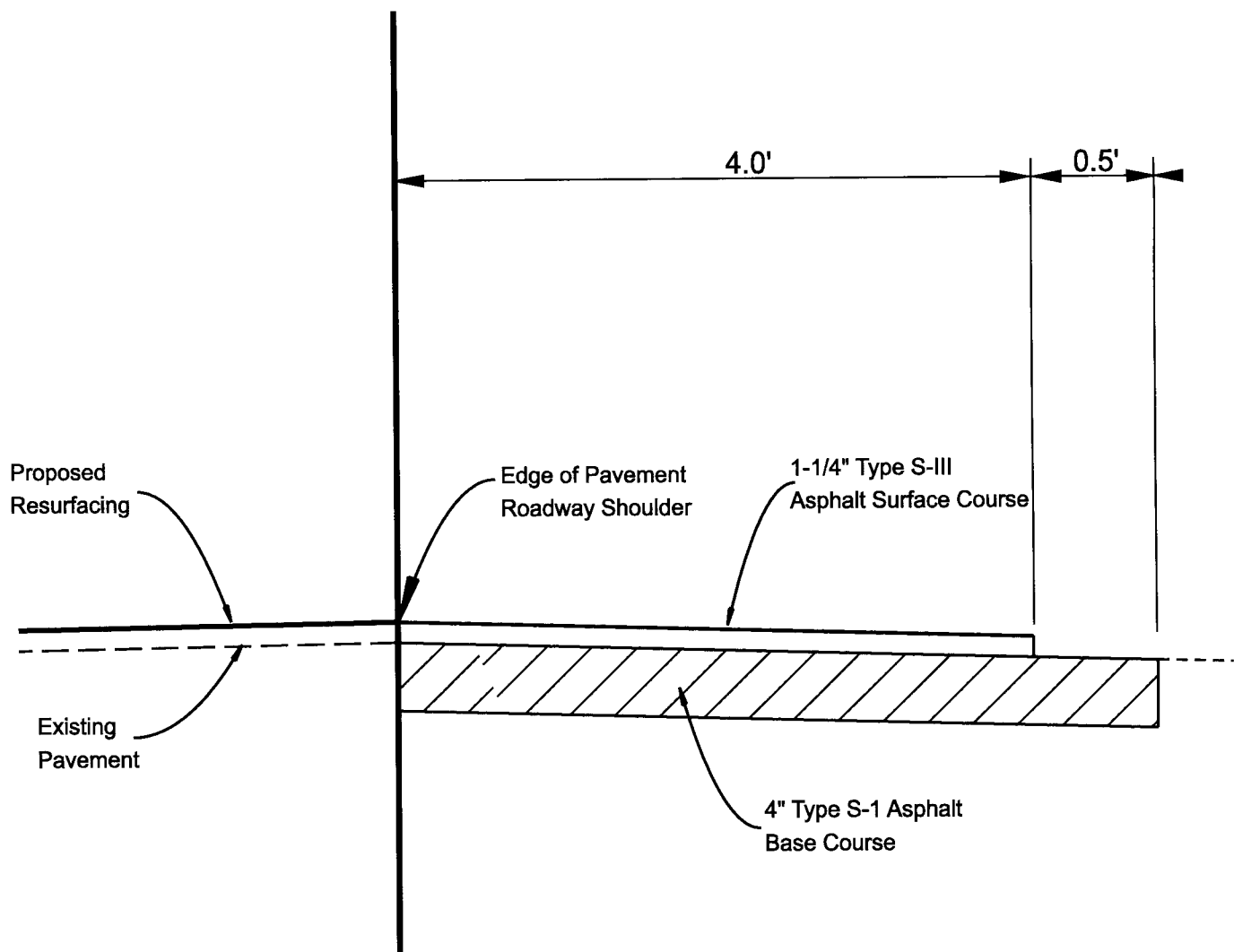
The versatile "Type A" Adjusting Ring is fabricated from steel and is used for any adjustment height desired, for any type and size ring and cover, or when quantities desired do not justify the cost of a pattern for a cast iron "Type B" Adjusting Ring. All bearing surfaces are machined to insure proper fit and prevent covers from rattling.

ALL ADJUSTING RINGS ARE MADE IN ONE CONTINUOUS PIECE TO MINIMIZE INFILTRATION OF WATER.

TYPE B: CAST IRON ADJUSTING RINGS



The "Type B" Adjusting Ring is made from cast iron and is used when the adjustment height is 1" thicker than the cover seat. This adjusting ring is restricted to specific adjustment heights and is limited to certain standard size rings and covers. Please contact our Customer Service Dept. for a recommendation on your particular application. All bearing surfaces are machined to insure proper fit and prevent covers from rattling.



1. Asphalt shoulder to be paid for under the tonnage item for the work order.
2. Shoulder preparation to be paid for under box out shoulder item.

SHEET
NUMBER

PD XXX

REVISIONS

**EXHIBIT B
BOX OUT SHOULDER**



WELLINGTON
Department of Public Works
14000 Greenbrier Boulevard Wellington, Florida 33414



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This drawing is an instrument of service by
the Village of Wellington and is not to be
reproduced in part or in whole beyond the
intended scope of use.

EXHIBIT B
SCHEDULE OF VALUES

SCHEDULE OF VALUES

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

SECTION A - Asphalt Milling and Resurfacing

	Item	Estimated Quantities	Unit	Unit Price	Total
1	MILL EXISTING ASPHALT PAVEMENT (1")	50,000	SY	\$1.65	\$82,500.00
2	MILL EXISTING ASPHALT PAVEMENT (1.5")	80,000	SY	\$1.75	\$140,000.00
3	MILL EXISTING ASPHALT PAVEMENT (2")	40,000	SY	\$1.75	\$70,000.00
4	MILL EXISTING ASPHALT PAVEMENT (< 5,000 SY)	5	1/2 DAY	\$7,000.00	\$35,000.00
5	PORTABLE MILLING MACHINE	100	HR	\$220.00	\$22,000.00
6	MANHOLE ADJUSTMENT (F&I ADAPTER RINGS) (SEE EXHIBIT "A")	100	EA	\$180.00	\$18,000.00
7	TRAFFIC CONTROL OFFICERS	4	HR	\$68.00	\$272.00
8	F&I PRIME FOR EXISITING FINISHED BASE	5,000	SY	\$0.40	\$2,000.00
9	ADJUST VALVE BOXES & MISC STRUCTURES	150	EA	\$80.00	\$12,000.00
10	INSTALL PAVEMENT WATERPROOFING FABRIC (FABRIC SUPPLIED BY OWNER)	10,000	SY	\$3.05	\$30,500.00

* Asphalt Items #11through #23 shall include tack coat.

11	SP 12.5 LEVEL C (< 300 tons)	300	TN	\$165.00	\$49,500.00
12	SP 12.5 LEVEL D (< 300 tons)	300	TN	\$165.00	\$49,500.00
13	SP 12.5 LEVEL C (> 300 tons)	10,000	TN	\$93.00	\$930,000.00
14	SP 12.5 LEVEL D (> 300 tons)	10,000	TN	\$95.00	\$950,000.00
15	SP 9.5 LEVEL C (< 300 tons)	300	TN	\$165.00	\$49,500.00
16	SP 9.5 LEVEL C (> 300 tons)	10,000	TN	\$94.00	\$940,000.00
17	TYPE S-I (<300 tons)	300	TN	\$160.00	\$48,000.00
18	TYPE S-I (>300 tons)	10,000	TN	\$93.00	\$930,000.00
19	TYPE S-III (<300 tons)	300	TN	\$160.00	\$48,000.00
20	TYPE S-III (>300 tons)	10,000	TN	\$94.00	\$940,000.00
21	FC 12.5 (<300 tons)	300	TN	\$200.00	\$60,000.00
22	FC 12.5 (>300 tons)	10,000	TN	\$120.00	\$1,200,000.00
23	ASPHALT OVERBUILD/FULL DEPTH (2" LIFTS)	3,000	TN	\$130.00	\$390,000.00
				Grand Total Section A	\$6,996,772.00

Note: See "Additional Information - Section A" for Specific Line Item Details

SECTION B - Pathway Resurfacing

Item		Estimated Quantities	Unit	Unit Price	Total
1	OVERLAY EXISTING ASPAHLT MULTI PURPOSE PATHWAY (6' wide x 1-1/4" including tack)	2,000	SY	N/A	N/A
2	OVERLAY EXISTING ASPAHLT MULTI PURPOSE PATHWAY (8' wide x 1-1/4" including tack)	2,000	SY	N/A	N/A
3	F&I 1-1/4" of TYPE S-III Asphalt to base. Prime included.	2,000	SY	N/A	N/A
4	FULL DEPTH RECLAMATION OF EXISTING ASPHALT PATHWAY (4-6" deep)	2,000	SY	N/A	N/A
5	REMOVAL OF EXISTING ASPHALT PATHWAY SURFACE (1-2"), REFINISH EXISTING BASE, PRIME INCLUDED (READY TO PAVE)	2,000	SY	N/A	N/A
6	MISC ASPHALT PATCHING (< 50 tons)	200	TN	N/A	N/A
7	MISC ASPHALT PATCHING (> 50 tons)	200	TN	N/A	N/A
8	F&I ASPAHLT MOWING STRIP PRIOR TO GUARDRAIL PLACEMENT (3' wide x 3" thick)	1,000	LF	N/A	N/A
9	F&I FLOWABLE FILL GUARDRAIL MOWING STRIP (3" thick) AROUND EXISTING POSTS	1,000	SY	N/A	N/A
10	F&I 8" THICK BASE ROCK AND FINISH GRADE WITH PRIME	2,500	SY	N/A	N/A
				Grand Total Section B	N/A

Note: See "Additional Information - Section B " for Specific Line Item Details

SECTION C - Seal Coating

Item		Estimated Quantities	Unit	Unit Price	Total
1	ASPHALT SEAL COATING (<3,000 SY)	3,000	SY	N/A	N/A
2	ASPHALT SEAL COATING (>3,000 SY)	3,000	SY	N/A	N/A
				Grand Total Section C	N/A

Note: See "Additional Information - Section C" for Specific Line Item Details

BIDDER/CONTRACTOR understands and agrees that this is Unit Price Contract and that contractor will be paid based upon items and quantities actually performed and accepted by Owner.

SCHEDULE OF SUBCONTRACTORS

(FAILURE TO COMPLETE THIS FORM MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE)

Discipline	Subcontractor	Address City, ST, Zip	License Number
Milling	Mill it Corporation	9630 Discovery Ct., Altamonte Springs, FL 32714	
Milling	Black Rock Milling, LLC	2011 West Cleveland St., Suite A, Tampa, FL 33606	

Address of Subcontractor may be considered in accordance with Wellington's Local Preference Policy

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311		CONTACT NAME: Kristen LaPlante PHONE (A/C, No, Ext): 321-254-8477 E-MAIL ADDRESS: kristenlaplante@friedlandercompany.com FAX (A/C, No): 321-988-0209	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Insurance	
		INSURER B: Travelers Indemnity Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED RANG001Ranger Construction
Industries, Inc.
P O Box 15065
West Palm Beach FL 33416-5065**COVERAGES****CERTIFICATE NUMBER:** 734288384**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y		CO-5807B217-15	4/1/2015	4/1/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$500,000 PERSONAL & ADV INJURY \$10,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y		CAP-5807B186-15	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$10,000 ☒ OCCUR ☐ CLAIMS-MADE	Y		CUP-5807B198-15	4/1/2015	4/1/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-6339B488-15	4/1/2015	4/1/2016	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per Project Aggregate applies when required by written contract.

Certificate Holder is an Additional Insured but only with respect to work conducted by the insured and at the specified project.

Project: WELLINGTON ANNUAL MILLING & RESURFACING; ITB No. 009-15/DZ (Section "A") for Roadway

CERTIFICATE HOLDER**CANCELLATION**The Village of Wellington
12300 Forest Hill Boulevard
Wellington FL 33414

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311		CONTACT NAME: Kristen LaPlante PHONE (A/C, No, Ext): 321-254-8477 FAX (A/C, No): 321-988-0209 E-MAIL ADDRESS: kristenlaplante@friedlandercompany.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Insurance NAIC # 25674	
		INSURER B: Travelers Ind Co of CT 25682	
		INSURER C: Charter Oak Fire Insurance 25615	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 292830208 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CO-5807B217-15	4/1/2015	4/1/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CAP-5807B186-15	4/1/2015	4/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000			CUP-5807B198-15	4/1/2015	4/1/2016	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	UB-6339B488-15	4/1/2015	4/1/2016	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per Project Aggregate applies when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

Generic Certificate	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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EXHIBIT D
PAYMENT BOND

BOND NO: _____

FORM OF PAYMENT BOND

BY THIS BOND, We _____, as Principal, hereinafter called CONTRACTOR, and _____, as Surety, are bound to the Village of Wellington, as Obligee, hereinafter called "VILLAGE"; in the amount of _____ Dollars (\$ _____) for the payment whereof CONTRACTOR and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, CONTRACTOR has by written agreement entered into a Contract on the ____ day of _____, 20____, with the VILLAGE, Contract Number: _____ ("Contract") for the _____ which Contract is by reference incorporated herein and made a part hereof, and specifically includes provision for liquidated damages and other damages;

THE CONDITION OF THIS BOND is that if CONTRACTOR:

1. Pays VILLAGE all losses, liquidated damages, expenses, costs and attorney's fees including appellate proceedings, that VILLAGE sustains because of default by CONTRACTOR under the Construction Contract; and
2. Promptly makes payments to all claimants as defined by Florida Statute 255.05(1) for all labor, materials and supplies used directly or indirectly by CONTRACTOR in the performance of the Construction Contract;

THEN CONTRACTOR'S OBLIGATION SHALL BE VOID; OTHERWISE, IT SHALL REMAIN IN FULL FORCE AND EFFECT SUBJECT, HOWEVER, TO THE FOLLOWING CONDITIONS:

- 2.1. A claimant, except a laborer, who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within forty-five (45) days after beginning to furnish labor, materials, or supplies for the prosecution of the work, furnish to CONTRACTOR a notice that he intends to look to the bond for protection.
- 2.2. A claimant who is not in privity with CONTRACTOR and who has not received payment for its labor, materials, or supplies shall, within ninety (90) days after performance of the labor or after complete delivery of the materials or supplies, deliver to CONTRACTOR and to the Surety, written notice of the performance of the labor or delivery of the materials or supplies and of the nonpayment.
- 2.3. No action for the labor, materials, or supplies may be instituted against CONTRACTOR or the Surety unless the notices stated under the preceding conditions (2.1) and (2.2) have been given.

- 2.4. Any action or claim under this Bond must be instituted in accordance with the Notice and Time Limitations provisions prescribed in Section 255.05(2), Florida Statutes.

Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Construction Contract or the changes does not affect the Surety's obligation under this Bond.

DEFINITIONS

Contract: For purposes of this Bond, the Contract is the entire integrated agreement between the Village and the Contractor, which includes the Agreement and other documents incorporated therein and all Contract Documents and the changes thereto.

Signed and sealed this ____ day of _____, 20__.

ATTEST:

(Secretary)

CORPORATE SEAL

IN THE PRESENCE OF:

CONTRACTOR

(Name of Corporation)

By: _____
(Signature)

(Print Name and Title)

____ day of _____, 20__.

SURETY COMPANY:

By: _____

Print Name: _____

Address: _____
(Street)

(City, State and Zip Code)

Telephone No: _____

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the Secretary of the corporation named as Principal in the foregoing Performance and Payment Bonds; that _____, who signed the Bond(s) on behalf of the Principal, was then _____ of said corporation; that I know his/her signature; and his/her signature thereto is genuine; and that said Bond(s) was (were) duly signed, sealed and attested to on behalf of said corporation by authority of its governing body.

Secretary (on behalf of)

(SEAL)

Corporation

STATE OF FLORIDA

)
) SS

COUNTY

Before me, a Notary Public duly commissioned, qualified and acting personally, appeared _____ to me well known or who has provided _____ as identification, who being by me first duly sworn upon oath says that he/she has been authorized to execute the foregoing Performance and Payment Bond(s) on behalf of CONTRACTOR named therein in favor of VILLAGE..

Subscribed and Sworn to before me this _____ day of _____, 20__.

My commission expires:

Notary Public, State of Florida

Bonded

By: _____

PERFORMANCE BOND

BOND NO: _____

AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____ a Corporation, as Principal (hereinafter called Contractor), whose principal business address and telephone number is _____ and _____ organized and existing under and virtue of the laws of the State of Florida, as Surety (hereinafter called Surety), and authorized to transact business within the State of Florida, whose principal business address and telephone number is _____, are held and firmly bound unto the Village of Wellington, a Municipality of the State of Florida, as OBLIGEE (hereinafter called the Village or Obligee), in the sum of _____ Dollars (\$ _____), lawful money of the United States of America, for the payment of which, well and truly be made to the VILLAGE, the Contractor and the Surety bind themselves and each of their heirs, executors, administrators, personal representatives, successors, and assigns, jointly and severally, firmly by these presents as follows:

WHEREAS, the CONTRACTOR has executed and entered into a Contract, dated the _____ day of _____, 20____, with VILLAGE, Contract Number: _____ ("Contract"), for _____ ("Project") which is by reference incorporated herein and made a part of this Bond as fully and completely as if set forth herein;

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH THAT IF CONTRACTOR:

1. In all respects fully, promptly and faithfully complies with the terms and conditions of the Contract; and
2. Indemnifies and saves harmless the above VILLAGE against and from all costs, expenses, damages including liquidated damages, attorney's fees, including appellate proceedings, injury, or loss to which said VILLAGE may be subject by reason of any wrong doing, misconduct, want of care or skill, negligence, failure to complete within the prescribed time, failure to petition within the prescribed time, or default, including patent infringements, on the part of said CONTRACTOR, its agents or employees, in the execution or performance of said Contract; and
3. Performs the guarantee and warranty of all work and materials furnished under the Construction Contract for the time specified in the Contract;

THEN THIS BOND IS VOID; OTHERWISE IT WILL REMAIN IN FULL FORCE AND EFFECT for the term of the Contract, including any and all warranty periods as specifically mentioned in said Contract.

By incorporating the Contract into its Performance Bond, the Surety agrees that if the Contractor or any party for whom the Contractor is responsible fails to perform any of its obligations pursuant to the Contract, then Surety will be liable to VILLAGE for all damages VILLAGE may sustain and be entitled to in law and pursuant to the Contract. The VILLAGE shall simply give the Surety the same notices that VILLAGE shall be required to give to Contractor of Contractor's Default(s) pursuant to the Contract to trigger Surety's liability. The VILLAGE will not be required to terminate the Contractor to trigger the Surety's liability for the Contractor's Defaults.

The Surety is also obligated to the VILLAGE without duplication for:

1. The responsibilities of the Contractor for correction of defective or deficient work, materials, and completion of the Contract, including all punch list work, the performance of all warranty and guarantee obligations, including those which arise subsequent to substantial and final completion of the Contract,
2. Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act pursuant to this Bond, and
3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance by the Contractor.

After notice by the VILLAGE of a Contractor Default, the Surety shall be deemed to be in default on this Bond if the Surety fails to take appropriate action to cure the Contractor's Default within fifteen (15) days after receipt of the written default notice from the VILLAGE to the Surety demanding that the Surety perform Contractor's obligations. Should the Surety not take reasonable action to cure the default within fifteen (15) days the VILLAGE shall be entitled to all damages as set forth herein or in the Construction Contract and enforce any other remedy available to the VILLAGE.

The Surety for value received hereby stipulates and specifically agrees that no change involving any extension of time, or alteration or addition to the terms of the Construction Contract or to the Work to be performed, or materials, equipment or supplies to be furnished thereunder, or in the Plans, Drawings and Specifications accompanying the said Construction Contract shall affect the said Surety's obligation under this Bond and the said Surety does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Construction

Contract or to the Work, or to the Plans, Drawings and Specifications or any other changes, compliance or noncompliance to the terms of the Construction Contract or to the work or to the Specifications.

DEFINITIONS

Contract: For purposes of this Bond, the Contract is the entire integrated agreement between the VILLAGE and the Contractor, which includes the Agreement and other documents incorporated therein and all Contract Documents and the changes thereto.

Contractor Default: Failure of the Contractor, which has not been remedied, to perform or otherwise to comply with the Construction Contract.

IN WITNESS WHEREOF, the above parties bound together have executed this instrument this ____ day of _____, 20____, with the name and corporate seal of each corporate party being hereto affixed and those presents duly signed by its undersigned representative, pursuant to the authority of its governing body.

CONTRACTOR (Principal)

(Typed Name of Contractor)

ATTEST:

By: _____
(Signature of Officer)

(SEAL)

(Typed Name and Title)

SURETY

(Typed Name of Surety)

(Florida Resident Agent)

By: _____
(Signature of Attorney-in-fact. Attach
Power of Attorney)

STATE OF FLORIDA
_____ COUNTY

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____ who is personally known to me or who has produced _____ as identification who has executed this Bond on behalf of _____ Surety and who did (did not) take an oath.

Notary Public, State of Florida

My commission expires

Stamp

IMPORTANT: Surety companies executing this Bond must appear on and have sufficient bonding capacity per the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Florida.

EXHIBIT E
PROGRESS PAYMENT CERTIFICATION

Project Name: _____ PO Number: _____

Contractor's Certification:

The undersigned Contractor certifies that (1) all previous progress payments received from Owner on account of Work done under the Purchase Order referred to above have been applied to discharge in full all obligations of Contractor incurred in connection with Work covered by prior invoices number(s) _____, inclusive; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this invoice number _____ will pass to Owner at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to Owner).

When the Contractor receives payment from the Village for labor, services or materials furnished by Subcontractor and suppliers hired by the Contractor, the Contractor shall remit payment due those parties within ten (10) days after receipt of payment from the Owner, unless otherwise provided for by Florida Law.

Dated: _____, _____

Contractor: _____

Mailing Address: _____

By _____
(Name _____ Title _____)

State of _____)
County of _____)ss

Subscribed and Sworn to (or affirmed) before me on this _____ day of _____ by _____ He/She is personally known to me or has presented _____ as identification. Who being so duly sworn, did depose and say that he/she is _____ of the Contractor above mentioned; that he/she executed the above Application for Payment and statement on behalf of said Contractor; and that all of the statements contained therein are true, correct, and complete.

Notary Public Signature and Seal

Print Notary Name and Commission No.

** PAGE 14 TO AGREEMENT - CLARIFICATION*

Jim Goodwin

From: Beatriz Ramirez <Beatriz.Ramirez@rangerconstruction.com>
Sent: Monday, August 24, 2015 3:48 PM
To: Jim Goodwin
Subject: RE: Annual Milling and Resurfacing contract

Jim
For the discrepancy cases that's fine.
Thanks

BEATRIZ RAMIREZ
Paving Project Manager



101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411
TEL: (561) 793-9400
FAX: (561) 790-4332
CELL: (561) 662-3752
bramirez@rangerconstruction.com
www.rangerconstruction.com

From: Jim Goodwin [mailto:jgoodwin@wellingtonfl.gov]
Sent: Monday, August 24, 2015 3:40 PM
To: Beatriz Ramirez <Beatriz.Ramirez@rangerconstruction.com>
Subject: RE: Annual Milling and Resurfacing contract

Thanks for your response Beatriz. After speaking with Dennis, he concurs with your E-mail below. However, as stated on page 14 of the Agreement, Ranger is responsible for the cost of the independent lab testing.

Regards,

Jim Goodwin | Contract Compliance Specialist | Village of Wellington | 12300 Forest Hill Blvd | Wellington, FL 33414
Tel: 561-791-4112 | Fax: 561-791-5976 | jgoodwin@wellingtonfl.gov | www.wellingtonfl.gov
NIGP OA4 Accreditation

From: Beatriz Ramirez [mailto:Beatriz.Ramirez@rangerconstruction.com]
Sent: Monday, August 24, 2015 1:40 PM
To: Jim Goodwin
Cc: Dennis Flaherty
Subject: RE: Annual Milling and Resurfacing contract

Jim
The way it has been done in the past is that Ranger does the testing for the mixes at our lab (DOT) and The Village of Wellington hire an independent lab to do the testing at the field. Only in case of discrepancy, Ranger will get an independent lab to verify and compare the results at the field.
Dennis, could you please clarify?
Thanks
Beatriz

BEATRIZ RAMIREZ

Paving Project Manager



101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411
TEL: (561) 793-9400
FAX: (561) 790-4332
CELL: (561) 662-3752
bramirez@rangerconstruction.com
www.rangerconstruction.com

From: Jim Goodwin [<mailto:jgoodwin@wellingtonfl.gov>]
Sent: Monday, August 24, 2015 11:29 AM
To: Beatriz Ramirez <Beatriz.Ramirez@rangerconstruction.com>
Subject: Annual Milling and Resurfacing contract

Hello Beatriz:

I received the subject Agreement back this morning and noticed on page 14 that a stipulation was entered that testing will be performed at your lab. I have 2 questions: is your lab DOT approved? Also, when you provided your bid response a stipulation for testing to be done by your lab was not noted with your bid. What is the rationale for not wanting to use an independent lab for testing as required by the bid documents?

Please advise

Jim Goodwin | Contract Compliance Specialist | Village of Wellington | 12300 Forest Hill Blvd | Wellington, FL 33414
Tel: 561-791-4112 | Fax: 561-791-5976 | jgoodwin@wellingtonfl.gov | www.wellingtonfl.gov

NIGP OA4 Accreditation

From: Emma Ramirez
Sent: Thursday, August 13, 2015 1:38 PM
To: Beatriz Ramirez
Cc: Danielle Zembrzuski; Jim Goodwin
Subject: RE: Annual Milling and resurfacing contract

Hi Beatriz,

The bid was awarded on Tuesday, 8/11/15. Jim Goodwin will be sending out contracts soon.

Thanks,

Emma Ramirez | Purchasing & Risk Management Services | Wellington | 12300 Forest Hill Blvd. | Wellington, FL 33414 | Tel: 561-791-4021 | Fax: 561-904-5806 | **(Fax : 561-791-4178 for Human Resources – Confidential Matters)** eramirez@wellingtonfl.gov | www.wellingtonfl.gov

From: Beatriz Ramirez [<mailto:Beatriz.Ramirez@rangerconstruction.com>]
Sent: Thursday, August 13, 2015 1:21 PM
To: Emma Ramirez
Subject: Annual Milling and resurfacing contract

Good morning Emma

Could you please let me know if The Annual Milling and resurfacing bid was awarded already?

Thanks

BEATRIZ RAMIREZ

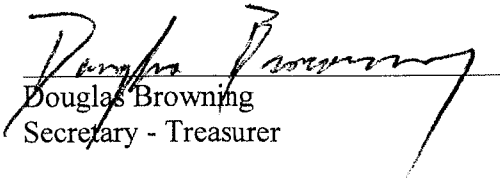


Ranger
Construction
Industries, Inc.

**CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS
OF RANGER CONSTRUCTION INDUSTRIES, INC.**

RESOLVED, that Scott "Ponch" Frank, Vice President of Ranger Construction Industries, Inc., be authorized to sign any bid documents, contracts, leases and other documents considered to be "in the ordinary course" of this Corporation's business for the South division operations. This authorization does not include "major decisions" including, but not limited to, potential business acquisitions or dispositions greater than \$3 million, major restructurings, distributions greater than \$1 million, windups, mergers, liquidations, the sale of a portion of the business, or any other decision other than "in the ordinary course."

The foregoing is a true and correct copy of the resolution adopted by Ranger Construction Industries, Inc., at a meeting of its Board of Directors on the 7th day of July, 2015.


Douglas Browning
Secretary - Treasurer

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

RANGER CONSTRUCTION INDUSTRIES, INC.

Filing Information

Document Number	F40180
FEI/EIN Number	59-2098662
Date Filed	06/10/1981
Effective Date	06/08/1981
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/27/2010
Event Effective Date	12/31/2010

Principal Address101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Changed: 01/27/2009

Mailing Address101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Changed: 01/27/2009

Registered Agent Name & AddressBROWNING, DOUGLAS
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Name Changed: 08/25/2010

Address Changed: 01/27/2009

Officer/Director Detail**Name & Address**

Title ST

BROWNING, DOUGLAS J

101 SANSBURYS WAY
WEST PALM BEACH, FL 33411

Title President

SCHAFER, ROBERT
101 SANSBURYS WAY
WEST PALM BEACH, FL 33411

Title VP

FRANK, SCOTT
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Title Chairman, CEO

VECELLIO JR, LEO A
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Title VP

Fowler, F. Scott
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Michael A
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Christopher S
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Kathryn C
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Sr Vice President-Finance

Smith, Robert D
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Chief Estimator, Asst Secretary

Skubal, Steve

101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Daley, Jason
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Fowler, Richard
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Yoder, William
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Treasurer, Asst Secretary

Gwinn, L.L.
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst. Secretary

Kracunas, Michael
101 Sansburys Way
West Palm Beach, FL 33411

Annual Reports

Report Year	Filed Date
2013	01/28/2013
2014	01/08/2014
2015	03/26/2015

Document Images

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Richard J. Reade

From: Brian Shutt <bshutt@torcivialaw.com>
Sent: Friday, August 04, 2017 4:54 PM
To: Brent Morgan; Richard J. Reade; David T. Harden
Subject: Paving contract

If I remember correctly, regarding the piggybacking of the Ranger bid, all of the items are unit prices and we are just piggybacking the unit prices, also the agreement was with Wellington and the amount that they had estimated was a much larger number than our piggyback number. If this is correct then we can piggyback this agreement, as I believe it was stated earlier that it did not expand until later.

Brian

R. Brian Shutt, Esquire

**TORCIVIA, DONLON,
GODDEAU & ANSAY, P.A.**

Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(561) 686-8700
(561) 686-8764 fax
bshutt@torcivialaw.com
www.torcivialaw.com

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Village of Palm Springs

Executive Brief

AGENDA DATE: August 10, 2017

DEPARTMENT: Public Service

ITEM #4: Approve Change Order #1 - Agreement for Utility Storage Building Construction - One Call Property Services, Inc.

SUMMARY: On February 9, 2017, the Village awarded a contract to One Call Property Services, Inc. for the construction of a Utility Storage Building at the Main Water Treatment Plant. The contract provides for the project to be substantially completed 150 days from the start of the project and reach final completion within 180 days. The project construction began on March 27, 2017 and, as a result of the terms of the contract, was planned to be completed by September 23, 2017. However, due to delays in delivery by the building manufacturer, which is beyond the control of the Contractor, One Call Property Services, Inc. is requesting a 38 day extension to the existing contract to complete this project (Change Order #1).

Taking into account these circumstances, the Public Service Department recommends approval of the requested 38 day time extension.

If approved, the proposed 38 day time extension would require the project to be substantially completed by October 1, 2017, and at final completion by October 31, 2017.

The proposed Change Order #1 was prepared by One Call Property Services, Inc. and reviewed by the Village's contracted engineer, the Public Service Director and the Assistant Public Service Director/Engineer.

FISCAL IMPACT:

The proposed Change Order #1 does not have a fiscal impact to the Village.

ATTACHMENTS:

1. One Call Property Services, Inc. - Proposed Change Order #1 - Construction Services - Utility Storage Building
2. Agreement - One Call Property Services, Inc.

July 27, 2017
400-070.03

Mr. David Harden
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

Dear Mr. Harden:

Reference: Contract Modification Number 1
Utility Storage Building at Main Water Treatment Plant
Village of Palm Springs P.O. No. 00170-00
Task Order No. 146

Enclosed are four (4) copies of Contract Modification Number 1. This Contract Modification is a \$0.00 revision. Contract Modification Number 1 covers a contract time extension of 38 calendar days to cover building manufacturer delay beyond Contractor's control.

Please review these documents and if everything meets with your approval, have the appropriate Village personnel sign where indicated by Owner on page 1 of 1 of Contract Modification No. 1. Once these documents have been approved and signed, please return two (2) signed originals to our office. We will forward one (1) signed original to One Call Property Services, Inc. for their files.

If you have any questions or require additional information pertaining to this item or the project in general, please do not hesitate to contact me.

Sincerely,



Douglas K. Hammann, P.E.

Encl.

Y:\Documents\Village\400-070.03 Utility Storage Building_SDC\Change Orders\To Village\CO 1.wpd

**CONTRACT MODIFICATION
(CHANGE ORDER)**

DATE: July 20, 2017

PROJECT NO: 400-070.03

CONTRACT MODIFICATION NO:	<u>1</u>
OWNER:	<u>Village of Palm Springs (P.O. #00170-00 FY 2017) TO #146</u>
PROJECT:	<u>Utility Storage Building at Main Water Treatment Plant (Bld #2017B-001)</u>
CONTRACTOR:	<u>One Call Property Services, Inc.</u>

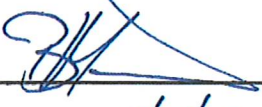
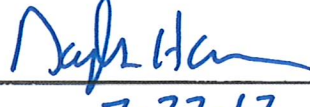
The following modifications to the Contract are hereby ordered:

I. Contract time extension due to building manufacturer delays = 38 days
beyond Contractor's control (00705, 12.03)

TOTAL AMOUNT THIS CONTRACT MODIFICATION = \$0.00

<u>CONTRACT AMOUNT</u>		<u>CONTRACT TIME (CALENDAR DAYS)</u>	
Original	\$149,473.39	Original	180 Days
Previous Change Orders (+)	\$0.00	Previous Change Orders (+)	0 Days
This Change Order (-)	\$0.00	This Change Order (+)	38 Days
Revised Contract Amount	\$149,473.39	Revised Contract Amount	218 Days

Revised Contract Final Completion Date: October 31, 2017

<u>OWNER</u>	<u>CONTRACTOR</u>	<u>ENGINEER</u>
Address: 226 Cypress Lane Palm Springs, FL 33461	Address: 991 Stinson Way, Ste. 408 West Palm Beach, FL 33411	Address: 4700 Riverside Drive, #110 Coral Springs, FL 33067
By: _____	By:  _____	By:  _____
Date: _____	Date: <u>7/27/17</u>	Date: <u>7-27-17</u>

**CONSTRUCTION CONTRACT FOR
UTILITY STORAGE BUILDING AT THE MAIN WATER TREATMENT PLANT
ITB # 2017B-001**

THIS CONSTRUCTION CONTRACT ("Contract") is by and between the **Village of Palm Springs**, a Florida municipal corporation ("Village") and **One Call Property Services, Inc.**, a Florida corporation, with its principal address at 991 Stinson Way, Ste. # 408, Stuart, FL 34997 ("Contractor").

WHEREAS, the Village issued Invitation To Bid # 2017B-001 for construction services to construct the utility storage building at the main water treatment plant ("ITB"); and

WHEREAS, the Contractor submitted a bid in response to the ITB; and

WHEREAS, the Village desires to award the ITB to the Contractor for the construction of the utility storage building ("Project"); and

WHEREAS, the Village finds awarding the ITB to the Contractor as described herein serves a valid public purpose.

NOW THEREFORE, the Village hereby engages the services of the Contractor, and in consideration of the mutual promises herein contained, the sufficient of which is hereby acknowledged by both parties, the parties agree as follows:

Article 1. DEFINITIONS.

1.1 **Contract Documents.** The Contract Documents are incorporated herein by reference as if originally set forth in this Contract, and comprise the entire agreement between the Village and Contractor. The Contract Documents consist of this Contract, the Invitation for Bid #2017B-001 (including, but not limited to, the plans issued therewith) ("ITB"); the bid submitted by the Contractor; and any duly executed and issued Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. If, during the performance of the work, the Contractor finds an ambiguity, error or discrepancy in the Contract Documents, the Contractor shall so notify the Village, in writing, within five (5) business days and before proceeding shall obtain a written interpretation or clarification. Failure to obtain a written interpretation or clarification will be deemed a waiver of the ambiguity, error or discrepancy by the Contractor. The Village will not be responsible for any oral instructions, clarifications, or other communications except those provided in writing in response to Contractor's request for clarification of an ambiguity, discrepancy or error.

In resolving conflicts in any of the Contract Documents, the order of precedence shall be as follows:

First Priority:	Duly executed Change Orders
Second Priority:	Plans issued with the ITB
Third Priority:	This Contract
Fourth Priority:	Remainder of the ITB
Fifth Priority:	Contractor's Bid

1.2 Contract Administrator. Whenever the term Contract Administrator is used herein, it is intended to mean the Village Manager or designee, Village of Palm Springs, Florida. In the administration of this Contract, all parties may rely upon instructions or determinations made by the Contract Administrator except that all determinations that result in an increase in Contract Time and/or an increase in the Contract Price, shall require a formal Change Order executed by the Village Manager or the Village Council (depending on the authority set forth in the Village's Procurement Code).

1.3 Contract Price. The Contract Price not exceed \$149,473.39 (One Hundred Forty-Nine Thousand Four Hundred Seventy-Three Dollars and 39/100 Cents, as set forth in Contractor's bid, which shall be payable in accordance with paragraph 3 of this Contract. This cost includes the alternative items that were set forth in Contractor's bid.

Article 2. CONTRACT TIME; LIQUIDATED DAMAGES.

2.1 Substantial completion of the work shall be within **150 calendar days** from the notice to proceed. Final completion of the work and all punch-list items (if any) shall be within **180 calendar days** from the notice to proceed.

2.2 **Liquidated Damages.** The Village and Contractor recognize that time is of the essence of this Contract and that the Village will suffer financial loss if the work described in the Contract Documents not completed within the times specified in paragraph 2.1 above. The Village and Contractor recognize, agree and acknowledge that it would be impractical and extremely difficult to ascertain and fix the actual damages that the Village would suffer in the event Contractor neglects, refuses, or otherwise fails to complete the work within the time specified. Accordingly, instead of requiring any such proof, the Village and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the Village five hundred dollars (\$500.00) for each day that expires after the time specified in paragraph 2.1.

Article 3. PAYMENT PROCEDURES

3.1 Generally. The Contractor shall submit invoices on a monthly basis detailing all work accomplished in the prior month and all materials installed and used in the Project. Contractor's invoices shall be submitted to:

Village of Palm Springs
Attn: Finance Department
226 Cypress Lane
Palm Springs, FL 33461

The Village's Project Manager will review each invoice submitted by the Contractor. If approved by the Village's Finance Department, the Village will make payment in accordance with the Contract Documents. If not approved, the Village will notify the Contractor within twenty (20) business days of the Village's receipt and identify the action necessary to correct the invoice or a deficiency.

3.2 Payment to the Contractor shall be made in accordance with Florida's Prompt Payment Act

(for construction services), section 218.735, Florida Statutes, except as provided herein. Specifically, the Village will withhold ten percent (10%) of each payment to the Contractor as retainage until fifty percent (50%) of the Contract Price is paid to the Contractor. Upon payment of fifty percent (50%) of the Contract Price to the Contractor, the Village will withhold only five percent (5%) of each payment made to the Contractor. Upon written request from the Contractor, the Contract Administrator may agree in writing with the Contractor to release a portion of the retainage upon payment of fifty percent (50%) of the Contract Price being paid to the Contractor (not to exceed fifty percent (50%) of the total retainage amount).

- 3.3 **Final Payment.** Upon final completion and acceptance of the Work in accordance with the ITB and this Contract (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the Project, the Contractor shall submit a "final invoice" to the Village. In order for both parties to close their books and records, the Contractor will clearly state "FINAL" on the Contractor's final invoice. This certifies that all Work and the Project have been properly completed and all charges have been invoiced to the Village. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by the Contractor. If the Contractor's Final Invoice is approved as set forth above, the Village shall pay the remainder of the Contract Price including any amount held as retainage.
- 3.4 Notwithstanding the foregoing, the Village shall not be required to pay or release any amount of retainage that is subject of a good faith dispute, the subject of a claim brought pursuant to section 255.05, Florida Statutes, or otherwise the subject of a claim or demand by the Village.
- 3.5 Final payment shall not become due until the Contractor and all of its subcontractors submit to the Village releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests or encumbrances arising out of the Contract Documents or otherwise related to the Project.
- 3.6 Acceptance of final payment by the Contractor or a subcontractor shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final invoice.

Article 4. SUBCONTRACTS

The total work to be accomplished by subcontractors is listed in the ITB. Balance of work must be accomplished by selected Contractor's own forces.

Article 5. CONTRACTOR'S REPRESENTATIONS

In order to induce the Village to enter into this Contract, the Contractor makes the following representations:

- 5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the work.

5.2 Contractor has obtained at his/her own expense and carefully studied, or assumes responsibility for obtaining and carefully studying, soil investigations, explorations, and test reports which pertain to the subsurface conditions at or contiguous to the site or otherwise may affect the cost, progress, performance or furnishing of the work as Contractor considers necessary for the performance or furnishing of the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of the ITB; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or is deemed necessary by Contractor for such purposes.

5.3 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or is deemed necessary by the Contractor in order to perform and furnish the work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

5.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

5.5 Contractor has given Contract Administrator written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to the Contractor.

Article 6. INDEMNITY.

The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the Village, its councilmembers, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, Contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Contract. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the Village in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the Village and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. The obligations contained in this provision shall survive termination of this Contract and shall not be limited by the amount of any insurance required to be obtained or maintained under this Contract.

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the Village and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The Village shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the Village

before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the Village and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Village, be detrimental in any material respect to the Village's reputation; (ii) the third party claim seeks an injunction or equitable relief against the Village; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Section 725.06, Florida Statutes, as amended. Contractor expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes. Nothing contained in the foregoing indemnification shall be construed as a waiver of any immunity or limitation of liability the Village may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

Article 7. REIMBURSEMENT OF ENGINEER EXPENSES.

Should the completion of this Contract be delayed beyond the specified or adjusted time limit, Contractor shall reimburse the Village for all expenses of engineering and inspection incurred by the Village during the period between said specified or adjusted time and the actual date of final completion. All such expenses for engineering and inspection incurred by the Village will be charged to Contractor be deducted from payments due Contractor as provided by this Contract. Said expenses shall be further defined as engineer charges associated with the construction contract administration, including resident project representative costs. All such expenses shall be separate from and in addition to any Liquidated Damages as provided for herein.

Article 8. PUBLIC CONSTRUCTION BOND.

Not required.

Article 9. TERMINATION.

A. **TERMINATION BY VILLAGE:** The Village may terminate the Contract and the Contract Documents if the Contractor:

- (a) refuses or fails to supply enough properly skilled workers or proper materials;
- (b) fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- (c) disregards or takes action contrary to any laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
- (d) takes action, short of declaring bankruptcy, evidencing insolvency;
- (e) fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,
- (f) otherwise is in breach of a provision of the Contract Documents.

When any of the above reasons exist, the Village, may without prejudice to any other rights or remedies of the Village and after giving the Contractor three (3) days' written notice, and five (5) days to cure, terminate the Contract and Contract Documents and may:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by or paid for by the Village; and,
- (b) finish the Work by whatever reasonable method the Village may deem expedient.

The Contractor shall be liable for any damage to the Village, including additional attorney and engineering/architectural fees, resulting from the Contractor's termination under this provision by the Village, including but not limited to, and any increased costs incurred by the Village in completing the work.

When the Village terminates the Contract for one of the reasons stated above, the Contractor shall not be entitled to receive further payment, if any, until the Work is finished.

Should it be determined by a mediator or a court of competent jurisdiction that the Village wrongfully terminated the Contract, then the Contractor agrees to treat such termination as a termination for convenience.

B. TERMINATION BY THE VILLAGE FOR CONVENIENCE

The Village may, at any time, terminate the Contract and Contract Documents for the Village's convenience and without cause. Upon receipt of written notice from the Village of such termination for the Village's convenience, the Contractor shall:

- (a) cease operations as directed by the Village in the notice;
- (b) take actions necessary, or that the Village may direct, for the protection and preservation of the Work; and
- (c) except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

In case of such termination for the Village's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination including termination payments to Subcontractors and demobilization costs.

Article 10. MISCELLANEOUS.

10.1 The Village and Contractor each binds itself, its partners, its successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.2 Additional work, changes to the Contract Price, or Contract Time, is subject to the Village's prior written approval. The engineer or Contractor has no authority to approve such changes and has no authority to waive the requirement of prior written authorization for extra work, changes in the Contract Time, or change orders

- 10.3 **Headings and References & Exhibits:** The headings contained in this Contract are inserted for convenience of reference only and shall not be a part or control or affect the meaning hereof. All references herein to Articles are to the Articles of this Contract. All references herein to Exhibits are to the exhibits hereto, each of which shall be incorporated into and deemed to be a part of this Contract.
- 10.4 **Counterparts:** This Contract may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall be deemed to be an original, but each of which together shall constitute one and the same instrument.
- 10.5 **Entire Contract; Amendment and Waiver:** This Contract (together with the other Contract Documents) supersedes any and all prior negotiations and oral or written agreements heretofore made relating to the subject matter hereof and, except for written agreements, if any, executed and delivered simultaneously with or subsequent to the date of this Contract, constitutes the entire agreement of the parties relating to the subject matter hereof. This Contract may not be altered or amended except by a writing signed by the parties hereto. No waiver of any of the terms or conditions of this Contract shall be effective unless in writing and executed by the party to be changed therewith. No waiver of any condition or of the breach of any term, covenant, representation, warranty or other provision hereof shall be deemed to be construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or of any breach of any other term, covenant, representation, warranty or other provision contained in this Contract.
- 10.6 **Successors and Assigns:** This Contract shall be binding upon, and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 10.7 **Governing Law; Consent to Jurisdiction:** This Contract shall be governed by and construed and interpreted in accordance with the laws of the State of Florida. Each of the parties hereto (a) irrevocably submit itself to the exclusive jurisdiction of the Fifteenth Judicial Circuit Court in and for Palm Beach County, Florida for state actions and jurisdiction of the United States District Court for the Southern District of Florida, Palm Beach Division, for the purposes of any suit, action or other proceeding arising out of, or relating to, this Contract; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense of otherwise, in any suit, action or other proceeding, any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever; and (ii) to the extent permitted by applicable law, any claim that such suit, action or proceeding by any part hereto is brought in an inconvenient forum or that the venue of such suit, action or proceeding is improper or that this Contract or the subject matter hereof may not be enforced in or by such courts.
- 10.8 **Third Party Beneficiary rights:** This Contract shall create no rights or claims whatsoever in any person other than a party herein.
- 10.9 **Severability:** If any one or more of the provisions of the Contract shall be held to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

10.10 Effective date: The effective date of this Contract is the date the Contract is approved by the Village Council.

10.11 Public Records: The Contractor shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

(a) Keep and maintain public records required by the Village to perform the service.

(b) Upon request from the Village's custodian of public records or designee, provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the Contractor does not transfer the records to the Village.

(d) Upon completion of this Contract, transfer, at no cost, to the Village all public records in possession of the Contractor or keep and maintain public records required by the Village to perform the service. If the Contractor transfers all public records to the Village upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Village, upon request from the Village's custodian of public records or designee, in a format that is compatible with the information technology systems of the Village.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, scaljean@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

10.12 Preparation: This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

10.13 PALM BEACH COUNTY IG: In accordance with Palm Beach County ordinance number 2011-009, the Contractor acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The Contractor has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

- 10.14 Except where specifically provided for in the Contract Documents, the Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the Village for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under section 768.28, Florida Statutes, that this provision shall not preclude recovery or damages by the Contractor for hindrances or delays due solely to fraud, bad faith or active interference on the part of the Village. Otherwise, the Contractor shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.
- 10.15 The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- 10.16 If any legal action or other proceeding is brought for the enforcement of this Contract or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS CONTRACT OR THE CONTRACT DOCUMENTS
- 10.17 Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.
- 10.18 All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored in hard-copy, electronically or otherwise (collectively referred to as "Documents" hereafter), prepared by the Contractor or its Subcontractors under this Contract shall be considered a "Work for Hire" and the exclusive property of the Village. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, Contractor and Contractor's Subcontractors will assign to the Village all right, title and interest in and to Contractor and/or Contractor's Subcontractors' copyright(s) for such Documents. Contractor shall execute and deliver to Village such instruments of transfer and take such other action that Village may reasonably request, including, without limitation, executing and filing, at Village's expense, copyright applications, assignments and other documents required for the protection of Village's right to such Documents. The Contractor shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The Village grants to the Contractor and Contractor's Subcontractors the right and/or limited license to use a portion of the Documents prepared by the Contractor or the Contractor's Subcontractors in future projects of the Contractor or Contractor's Subcontractors with said right and/or limited license to use a portion at Contractor's or Contractor's Subcontractor's own risk and without any liability to Village. Any modifications made by the Village to any of the Contractor's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the

Contractor will be at the Village's sole risk and without liability to the Contractor.

- 10.19 Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- 10.20 Contractor hereby waives any and all rights to Subrogation against the Village, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- 10.21 Any notice required to be given under the Contract Documents shall be sent by certified mail (return receipt requested) or by nationally recognized overnight courier as follows to the Village:

Village of Palm Springs
Attn: Village Manager
226 Cypress Lane
Palm Springs, FL 33461

and to the Contractor as follows:

One Call Property Services, Inc.,
991 Stinson Way, Ste #408
West Palm Beach, Florida 33411

Either party may amend this provision by written notice to the other party.

Article 11. INSURANCE

11.1 The Contractor shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the Village, the types and amounts of insurance conforming to the minimum requirements set forth below. The Contractor shall not commence services until the required insurance is in force and evidence of insurance acceptable to the Village has been provided to, and approved by, the Village. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the Contractor shall provide the Village with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The Contractor shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which

may arise from any operations under this Agreement, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

B. The Contractor shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect the Contractor from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by the Contractor.

C. The Contractor shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.

All insurance, other than Worker's Compensation, to be maintained by the Contractor shall specifically include the Village as an "Additional Insured".

11.2 The insurance provided by the Contractor shall apply on a primary basis. Any insurance, or self-insurance, maintained by the Village Council shall be excess of, and shall not contribute with, the insurance provided by the Contractor. Except as otherwise specified, no deductible or self-insured retention is permitted.

11.3 Compliance with these insurance requirements shall not limit the liability of the Contractor. Any remedy provided to the Village by the insurance provided by the Village shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Contractor) available to the Village under this Agreement or otherwise.

11.4 Neither approval nor failure to disapprove insurance furnished by the Contractor shall relieve the Contractor from responsibility to provide insurance as required by this Agreement.

11.5 The Contractor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the Village may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the Village may use the services of another contractor without the Village incurring any liability to the Contractor.

11.6 At its sole discretion, the Village may obtain or renew the Contractor's insurance, and the Village may pay all or part of the premiums. Upon demand, the Contractor shall repay the Village all monies paid to obtain or renew the insurance. The Village may offset the cost of the premium against any monies due the Contractor from the Village.

IN WITNESS WHEREOF, the Village and Contractor have caused this Construction Contract for the Utility Storage Building Project to be executed the day and year shown below.

VILLAGE OF PALM SPRINGS, FLORIDA

By: Joni Brinkman
Bev Smith, Mayor

ATTEST

Susan M. Caljean
Susan Caljean, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia
Glen J. Torcivia, Village Attorney



CONTRACTOR: ONE CALL PROPERTY SERVICES, INC.

By: [Signature]

Print Name: Brent Martin

Title: VP OF CONSTRUCTION

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Martin)

The foregoing instrument was acknowledged before me this 6th day of Feb., 2017 by Brent Martin, as VP of Construction of One Call Property Services, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public



Mark Melvin
Print Name: _____
My commission expires: 12/17/2017



Village of Palm Springs

Executive Brief

AGENDA DATE: August 10, 2017

DEPARTMENT: Public Service

ITEM #5: Approve Contract Award - Furnishing Four (4) Dust Collectors - Main Water Treatment Plan & Pratt Water Treatment Plan (FY 2017 Budget Funded)

SUMMARY: The Public Service Department has determined that the dust collectors at the Main Water Treatment Plant (WTP) and the Pratt WTP need to be replaced. The existing dust collectors have been in service for 18 years and are mounted on top of the lime and sand silos at each water treatment plant to filter dust created when lime and sand deliveries are received. To ensure the lowest possible price for this project, the Village issued an Invitation to Bid (ITB) on June 30, 2017 for the purchase of four (4) new dust collectors. This process was completed through a competitive selection process - Furnishing Four Dust Collectors (Bid # 2017B-003 - on July 25, 2017).

As a result, the Village received the following four (4) bid proposals:

Vendor	Total Bid
Griffin Filters, LLC - Liverpool, NY	\$38,759.40
Jamieson Equipment Company, Inc. - Buford, GA	\$46,827.76
Gulftech Enterprises, Inc. - Clearwater, FL	\$70,655.00
MKI Services, Inc. - Coral Springs, FL	\$79,600.70

Note: The submittal by Griffin Filters included two irregularities that do not affect the ranking of the base bids [1. Addendum No. 1, clarifying that installation would be performed by Village staff, was not acknowledged (signed and submitted) and 2. A spare door gasket was not included in the bid price). Although the door gasket (an \$80 cost) was required within the bid, it may be purchased when actually needed and is not essential to this award. Further, the remaining spare parts prices that were included in the base bid have been deemed sufficient by the Public Service Director and the Assistant Public Service Director/Engineer.

The Village's Purchasing Code - Section 58-5(4)b - Competitive selection purchase requirements. provides that the Village manager shall have the authority to waive all nonmaterial irregularities on any and all bids, proposals or other responses requested. Nonmaterial irregularities are those irregularities which do not substantially affect price and/or competition.

After review of the four (4) bids received, the Public Service Department staff has determined that

Griffin Filters provided the lowest responsive bid and recommends that the Village Manager, in accordance with Village Code, waive the two (2) irregularities. If approved, the Village would accept Griffin Filters pricing including all terms, conditions and pricing therein.

As a result, the Village Manager, in accordance with Village Code, has determined that the two (2) irregularities do not substantially affect the price and/or competition and staff recommends that the proposal by Griffin Filters be considered by the Village Council.

If approved, the new dust collectors are expected to be installed by Public Service staff by the end of calendar year 2017. Both Water Treatment Plants will continue to operate during the replacement process to ensure that continuous service is provided to our water customers.

The proposed Agreement was prepared by the Village Attorney and reviewed by the Public Services Director, Assistant Public Service Director/Engineer and Finance Director.

The Village has not worked with the proposed vendor; however, staff has received positive references from both Custom Conveyor Corporation and Merrick Industries, Inc. (private companies who use the same model of filter) and the quality of the product was excellent.

FISCAL IMPACT:

Funding to support the proposed project is available within the FY 2017 Budget - Water and Sewer Enterprise Fund.

ATTACHMENTS:

1. Proposed Agreement with Griffin Filters, LLC
2. Village of Palm Springs - Request for Bids (RFB) Furnishing Four Dust Collectors (Bid # 2017B - 003)
3. Village of Palm Springs - Addendum No. 1 - Request for Bids (RFB) Furnishing Four Dust Collectors All Departments
4. Village of Palm Springs - Addendum No. 2 - Request for Bids (RFB) Furnishing Four Dust Collectors
5. Bid Documents - Griffin Filters, LLC
6. Bid Tabulation and Recommendation of Award
7. E-mail Confirming Ability to Waive Irregularities from Brian Shutt - Village Attorney - August 2017
8. MKI Services Quote - June 3, 2015

AGREEMENT

THIS AGREEMENT is made this 4TH day of AUGUST, 2017 between the **Village of Palm Springs**, Florida, a municipal corporation, hereinafter the "VILLAGE", with its office located at 226 Cypress Lane, Palm Springs, Florida 33461, and **Griffin Filters, LLC**, a company authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 106 Metropolitan Park Drive, Liverpool, NY 13088.

RECITALS

WHEREAS, the VILLAGE is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida;

WHEREAS, the VILLAGE wishes to purchase 4 dust collectors for the East and RL Pratt water treatment plants;

WHEREAS, CONTRACTOR submitted a proposal for the filters in response to Bid No. 2017B-003;

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's proposal in order for CONTRACTOR to render the goods and services to the VILLAGE as provided herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the tasks hereunder in a professional and competent manner;

WHEREAS, the VILLAGE finds awarding the contract to the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the VILLAGE hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. SCOPE OF WORK

1.1 The scope of work is the providing of 4 filters for the East and RL Pratt water treatment plants. CONTRACTOR shall provide the filters as requested by the VILLAGE and as requested in the bid documents.

1.2 The CONTRACTOR represents to the VILLAGE that the services and materials provided under this Agreement shall be in accordance with accepted and established trade practices and procedures recognized in the CONTRACTOR's trade in general and that the materials shall conform to the highest standards and in accordance with this Agreement.

1.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required to furnish the goods to the VILLAGE.

2. USE OF AGENTS OR ASSISTANTS

2.1 To the extent reasonably necessary to enable the CONTRACTOR to perform its work hereunder, the CONTRACTOR shall be authorized to engage the services of any agents or assistants which it may deem proper, and may further employ, engage, or retain the services of such other persons or corporations to aid or assist in the proper performance of its duties. All costs of the services of, or expenses incurred by, such agents or assistants shall be paid by the CONTRACTOR.

3. FEE AND TERM

3.1 For the parts/services to be provided under this Agreement, the CONTRACTOR shall be entitled to payment as set forth in CONTRACTOR's proposal, attached hereto as Exhibit "A" and incorporated herein.

3.2 Should the VILLAGE require additional services or materials, not included in this Agreement, fees and payment for such work will be set forth in a separate Addendum, as authorized in accordance with the VILLAGE's procurement code prior to any such additional goods being provided by the CONTRACTOR.

3.3 This Agreement shall become effective upon execution by both parties and shall terminate upon the delivery of the filters to the VILLAGE, however, the warranty and indemnification provisions shall survive the termination of this Agreement.

4. MAXIMUM COSTS

4.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to provide the parts and/or services shall be **\$38,759.85**, as specified in the CONTRACTOR's proposal in accordance with the prices listed in the proposal, and no additional costs shall be authorized without prior written approval from the appropriate authority.

5. INVOICE

5.1 The CONTRACTOR shall submit an itemized invoice to the VILLAGE for approval prior to receiving compensation. The CONTRACTOR shall be paid within thirty (30) days of receipt of an approved invoice for work.

6. COPIES OF DATA/DOCUMENTS

6.1 Copies or original documents prepared by the CONTRACTOR in relation to work associated with this Agreement shall be provided to the VILLAGE. Data collected, stored, and/or provided shall be in a form acceptable to the VILLAGE and agreed upon by the VILLAGE.

7. OWNERSHIP

7.1 Each and every report, draft, work product, map, record, and other document reproduced, prepared, or caused to be prepared by the CONTRACTOR pursuant to or in connection with this Agreement shall be the exclusive property of the VILLAGE.

8. DEFAULTS, TERMINATION OF AGREEMENT

8.1 If the CONTRACTOR fails to satisfactorily perform the work specified in this Agreement; or, is in material breach of a term or condition of this Agreement, the Public Services Director may give written notice to the CONTRACTOR specifying defaults to be remedied. Such notice shall set forth the basis for any dissatisfaction and suggest corrective measures. If the CONTRACTOR does not remedy defaults within the allotted time or commence good faith steps to remedy the default to the reasonable satisfaction of the Public Services Director, the VILLAGE may take such action to remedy the default and all expenses related thereto shall be borne by the CONTRACTOR including, without limitation, utilization of another contractor to provide for such work; and/or, the VILLAGE may withhold any money due or which may become due to the CONTRACTOR for such expense and/or work related to the claimed default. Alternatively, or in addition to the foregoing, if after three (3) days the CONTRACTOR has not remedied defaults or commenced good faith steps to remedy defaults to the satisfaction of the Public Services Director, the VILLAGE may elect to terminate this Agreement. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.1.

8.2 Notwithstanding paragraph 8.1, the VILLAGE reserves the right and may elect to terminate this Agreement at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for the parts provided to the date of termination. In the event material has been ordered or is in the process of being manufactured, the VILLAGE must pay for all material ordered or manufactured. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down, lost profits or other costs incurred due to termination of this Agreement under this paragraph 8.2.

9. INSURANCE

9.1 The CONTRACTOR shall, at its own expense, procure and maintain throughout the term of this Agreement, with insurers acceptable to the VILLAGE, the types and

amounts of insurance conforming to the minimum requirements set forth below. The CONTRACTOR shall not commence services until the required insurance is in force and evidence of insurance acceptable to the VILLAGE has been provided to, and approved by, the VILLAGE. An appropriate Certification of Insurance shall be satisfactory evidence of insurance. Until such insurance is no longer required by this Contract, the CONTRACTOR shall provide the VILLAGE with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

A. The CONTRACTOR shall maintain, during the life of this Agreement, commercial general liability, including contractual liability insurance in the amount of \$300,000 per occurrence, to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.

B. The CONTRACTOR shall maintain, during the life of this Agreement, Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes, if it has any employees in the State of Florida.

All insurance, other than Worker's Compensation, to be maintained by the CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

9.2 The insurance provided by the CONTRACTOR shall apply on a primary basis. Any insurance, or self-insurance, maintained by the VILLAGE Council shall be excess of, and shall not contribute with, the insurance provided by the CONTRACTOR. Except as otherwise specified, no deductible or self-insured retention is permitted.

9.3 Compliance with these insurance requirements shall not limit the liability of the CONTRACTOR. Any remedy provided to the VILLAGE by the insurance provided by the VILLAGE shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the CONTRACTOR) available to the VILLAGE under this Agreement or otherwise.

9.4 Neither approval nor failure to disapprove insurance furnished by the CONTRACTOR shall relieve the CONTRACTOR from responsibility to provide insurance as required by this Agreement.

9.5 The CONTRACTOR's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the VILLAGE may use the services of another contractor without the VILLAGE incurring any liability to the CONTRACTOR.

9.6 At its sole discretion, the VILLAGE may obtain or renew the CONTRACTOR's insurance, and the VILLAGE may pay all or part of the premiums. Upon demand, the CONTRACTOR shall repay the VILLAGE all monies paid to obtain or renew the insurance. The VILLAGE may offset the cost of the premium against any monies due the CONTRACTOR from the VILLAGE.

10. WAIVER OF BREACH

10.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of that same or any other provision.

11. INDEMNITY

11.1 The CONTRACTOR shall indemnify, defend and hold harmless, to the maximum extent permitted by law, the VILLAGE and its officers, agents, employees and representatives, from and against any and all liability, suit, actions, proceedings, judgments, claims, losses, liens, damages, injuries (whether in contract or in tort, including personal injury, accidental death, patent infringement or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), costs and expenses (including attorney's fees, litigation, arbitration, mediation, appeal expenses) to the extent arising out of or alleged to have arisen out of the acts or neglect of its agents, employees, subcontractors or by anyone the CONTRACTOR directly or indirectly employed.

11.2 The CONTRACTOR's obligation to indemnify, defend and hold harmless shall remain in effect and shall be binding upon the CONTRACTOR whether such injury or damage shall accrue, or may be discovered, before or after termination of this Agreement.

11.3 The CONTRACTOR's failure to comply with this section's provisions shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

12. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

12.1 This Agreement consists of the terms and conditions provided herein; RFB 2017B-003 and, the CONTRACTOR's proposal. To the extent that there exists a conflict between this Agreement and the remaining documents, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail and then the RFB. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

12.2 This Agreement supersedes any and all other Agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other

Agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.

13. ASSIGNMENT

13.1 Nothing under this Agreement shall be construed to give any rights or benefits to any party other than the VILLAGE and the CONTRACTOR. All duties and responsibilities under this Agreement shall be for the sole and exclusive benefit of the VILLAGE and the CONTRACTOR and not for the benefit of any other party. The CONTRACTOR shall not assign any right or interest in this Agreement, and shall not delegate any duty owned, without the VILLAGE's prior written consent. Any attempted assignment or delegation shall be void and totally ineffective for all purposes, and shall constitute a material breach upon which the VILLAGE may immediately terminate or suspend this Agreement.

13.2 In the event the VILLAGE consents to an assignment or delegation, the assignee, delegate, or its legal representative shall agree in writing to personally assume, perform, and be bound by this Agreement's covenants, conditions, obligations and provisions.

14. SUCCESSORS AND ASSIGNS

14.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

15. WAIVER OF TRIAL BY JURY

15.1 TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

16. GOVERNING LAW AND REMEDIES

16.1 The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Florida and venue shall be in Palm Beach County, Florida.

16.2 No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

17. TIME IS OF THE ESSENCE

17.1 Time is of the essence in the delivery of the goods as specified herein.

18. NOTICES

18.1 All notices hereunder must be in writing and, unless otherwise provided herein, shall be deemed validly given on the date when personally delivered to the address indicated below; or on the third (3rd) business day following deposit, postage prepaid, using certified mail, return receipt requested, in any U.S. postal mailbox or at any U.S. Post Office; or when sent via nationally recognized overnight courier to the address indicated below. Should the VILLAGE or the CONTRACTOR have a change of address, the other party shall immediately be notified in writing of such change, provided, however, that each address for notice must include a street address and not merely a post office box. All notices, demands or requests from the CONTRACTOR to the VILLAGE shall be given to the VILLAGE address as follows:

Public Services Director
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461

All notices, demands or requests from the VILLAGE to the CONTRACTOR shall be given to the CONTRACTOR address as follows:

Griffin Filters, LLC
106 Metropolitan Park Drive
Liverpool, NY 13088

19. SEVERABILITY

19.1 Should any part, term or provision of this Agreement or any document required herein to be executed be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.

20. DELAYS AND FORCES OF NATURE

20.1 The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the VILLAGE in its sole discretion, the time of completion shall be extended for any reasonable time that the VILLAGE, in its sole discretion, may decide; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time. If the CONTRACTOR is delayed at

any time in the progress of the work by any act or neglect of the VILLAGE or its employees, or by any other contractor employed by the VILLAGE, or by changes ordered by the VILLAGE, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the VILLAGE pending negotiation or by any cause which the VILLAGE, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the VILLAGE, in its sole discretion, may decide. No extension of time shall be made for any delay occurring more than five (5) days before a claim therefore is made in writing to the VILLAGE. In the case of continuing cause of delay, only one (1) claim is necessary. The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

20.2 Neither party shall be considered in default in the performance of its obligations hereunder or any of them, if such obligations were prevented or delayed by any cause, existing or future beyond the reasonable control of such party which include but are not limited to acts of God, labor disputes or civil unrest.

21. COUNTERPARTS

21.1 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same document. Each of the parties shall sign a sufficient number of counterparts, so that each party will receive a fully executed original of this Agreement.

22. LIMITATIONS OF LIABILITY

22.1 Under no circumstances shall either party be liable to the other for any consequential, incidental, special, punitive, or any other form of indirect or non-compensatory damages.

23. PUBLIC ENTITY CRIMES

23.1 CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform

work as a contractor, supplier or sub-contractor under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

24. PREPARATION

24.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

25. PALM BEACH COUNTY INSPECTOR GENERAL

25.1 In accordance with Palm Beach County ordinance number 2011-009, the CONTRACTOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONTRACTOR has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

26. ENFORCEMENT COSTS

26.1 All parties shall be responsible for their own attorneys' fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

27. PUBLIC RECORDS

Public Records: CONTRACTOR shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the VILLAGE as provided under section 119.011(2), Florida Statutes, specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the service.
- (b) Upon request from the VILLAGE's custodian of public records or designee, provide the VILLAGE with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Contract and following completion of this Contract if the CONTRACTOR does not transfer the records to the VILLAGE.

- (d) Upon completion of this Contract, transfer, at no cost, to the VILLAGE all public records in possession of the CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the service. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records or designee, in a format that is compatible with the information technology systems of the VILLAGE.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-434-5084, kwynn@vpsfl.org, OR BY MAIL AT VILLAGE OF PALM SPRINGS, 226 CYPRESS LANE, PALM SPRINGS, FL 33461.

28. COPYRIGHTS AND/OR PATENT RIGHTS

28.1 CONTRACTOR warrants that there has been no violation of copyrights and/or patent rights in the manufacturing, producing or selling the goods, shipped or ordered, as a result of this proposal and the CONTRACTOR agrees to hold the VILLAGE harmless from any and all liability, loss, or expense occasioned by any such violation.

29. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

29.1 CONTRACTOR certifies that all services, material, equipment, etc., provided in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the services, material, equipment, etc., provided, is subsequently found to be deficient in any OSHA requirements in effect on date of delivery or performance, all costs necessary to bring the services, material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

30. FEDERAL AND STATE TAX

30.1 The VILLAGE of Palm Springs is exempt from Federal Tax and State Tax for Tangible Personal Property. The Procurement Official will sign an exemption certificate submitted by the successful Proposer. Vendors or contractors doing business with the VILLAGE of Palm Springs shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the VILLAGE, nor shall any

Vendor/Contractor be authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

31. PROTECTION OF PROPERTY

31.1 The CONTRACTOR shall at all times guard against damage or loss to the property of the VILLAGE or of other vendors or contractors and shall be held responsible for replacing or repairing any such loss or damage. The VILLAGE may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful CONTRACTOR or its agents. The CONTRACTOR shall be responsible to safeguard all of their property such as tools and equipment while on site. The VILLAGE will not be held responsible for any loss of CONTRACTOR property due to theft or vandalism.

32. DAMAGE TO PERSONS OR PROPERTY

32.1 The responsibility for all damage to person or property arising out of or on account of work done under this Contract shall rest upon the CONTRACTOR, and he/she shall save the VILLAGE, its employees, officials and agents thereof harmless from all claims made on account of such damages.

33. WARRANTY

33.1 CONTRACTOR shall provide for a one year warranty period.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

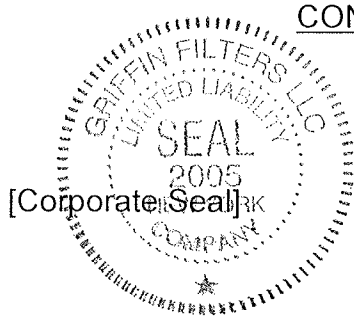
By: _____
Bev Smith, Mayor

ATTEST:

Kimberly M. Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney



CONTRACTOR: GRIFFIN FILTERS, LLC

By: _____

Print Name: ROBERT W. DACHERT

Title: SALES MANAGER

STATE OF New York)
COUNTY OF Nassau)

The foregoing instrument was acknowledged before me this 4th day of August, 2017 by Robert Dachert, as Sales Manager (title), of Griffin Filters, LLC, a company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following NYDL as identification.

JOHN C ARDITO
Notary Public - State of New York
No. 01AR6321746
Qualified in Nassau County
My Commission Expires Mar. 23, 2018

Notary Public

Print Name: John C Ardito
My commission expires: 3/23/19

REQUEST FOR BIDS

The Village Council, Village of Palm Springs, Florida, will receive sealed bids for:

FURNISHING FOUR DUST COLLECTORS (BID No. 2017B-003)

DUE DATE: July 21, 2017

DUE TIME: 10:00 A.M.

at 226 Cypress Lane, Palm Springs, Florida, 33461. At such time, all sealed bids received will be acknowledged in public and Bidder's name read aloud by the Village Manager or his designee

Each bid must be accompanied by a bid bond or cashier's check in an amount of not less than five percent (5%) of the total bid amount. No bid may be withdrawn after submittal for a period of ninety (90) days. The Village Council/Manager reserves the right to waive irregularities in the Bids or to reject all Bids.

Bid documents may be downloaded www.vpsfl.org or from Demandstar.com.

A non-mandatory pre-bid conference will be held in the Village Council Chambers located at Village Hall, 226 Cypress Lane, Palm Springs, Florida, at 9:00 A.M. local time on July 14, 2017. Attendance at the pre-bid conference is **NOT** mandatory.

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the VILLAGE's procurement code, the VILLAGE'S procurement code of silence will be in effect as of the deadline to submit a response to this Request for Bids. A complete copy of the VILLAGE's procurement code is available online at <http://municode.com> under the VILLAGE's code of ordinances (Section 58-5). All Bidders are highly encouraged to review the same. In summary, the code of silence prohibits certain types of communication between certain VILLAGE officials, employees and agents and any entity or person seeking to be awarded a contract (including lobbyists and potential vendors/contractors). The code of silence terminates at the time of award, rejection of all responses or some other action by the VILLAGE to end the selection process.

VILLAGE OF PALM SPRINGS

By: Jane Worth, Interim Village Clerk
Publish: Lake Worth Herald and Demandstar
June 29, 2017

6/27/17

VILLAGE OF PALM SPRINGS



East WTP & RL Pratt WTP Dust Collectors

PERFORMANCE SPECIFICATION

Prepared
by:



Calvin, Giordano & Associates, Inc.
E X C E P T I O N A L S O L U T I O N S TM

June 2017
CGA Project No. 16-8649.8

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Village of Palm Springs
East WTP & RL Pratt WTP Dust Collectors
PROJECT NO. 16-8649.8

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SCHEDULE OF PRICES

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
I. GENERAL CONDITIONS					
1.01	Furnish Dust Collectors & Flanges	4	LS		

TOTAL BASE BID PRICE _____

 Written (Base Bid)

 (Bidder)

 (Date)
Unit Price Schedule

SECTION 00301

PROPOSAL SUBMISSION CHECKLIST

PROJECT NAME: PALM SPRINGS EAST WTP & RL PRATT WTP DUST COLLECTORS

PROPOSAL NUMBER: _____

PROPOSER'S NAME: _____

The following items must be submitted in the following order with your Proposal:

- ☐ Completed Section 00300 – Bid Form
- ☐ Completed Section 00301 – Proposal Submission Checklist
- ☐ Dust Collector Equipment Submittal
 - ☐ East WTP
 - ☐ RL Pratt WTP
- ☐ Completed List of equipment being provided
 - ☐ Four (4) dust collectors
 - ☐ Four (4) adapter flanges
 - ☐ Four (4) sets of spare parts
 - ☐ Four (4) sets of special tools
 - ☐ Other: _____
- ☐ Warranty
- ☐ Signed copy of all Addenda

Submit three (3) copies of all documents listed above.

Failure to provide the above listed items may result in your Proposal being deemed non-responsive.

END OF SECTION

SECTION 01010

SUMMARY OF WORK

PART 1 – GENERAL

1.01 THE REQUIREMENT

- A. The Work shall consist of the furnishing of a complete working system for the replacement of a shaker model dust collector currently mounted on top of sand and lime silos. Dust collectors will be installed by the OWNER.
- B. Wherever the Performance Specifications addresses a third party, i.e. subcontractor, sub consultant, etc., it is to be considered as the MANUFACTURER through the third party.

1.02 WORK COVERED BY PERFORMANCE SPECIFICATION

- A. The Work is located at both the East Water Treatment Plant, 360 Davis Road, Palm Springs, FL 33346 and RL Pratt Water Treatment Plant, 5618 Basil Drive, Palm Springs, FL 33415.
- B. The water treatment plants utilize lime softening treatment processes that require the storage of hydrated lime and sand. There is one lime storage silo and one sand storage silo at each water treatment plant. The silos are equipped with existing dust collectors that are in need of replacement and have reached the end of their useful life. The existing dust collector model is no longer available and must be replaced with an equivalent alternative. The replacement dust collectors will utilize a similar configuration to the existing system, with anticipated attachment using a new adaptor flange.
- C. The MANUFACTURER shall provide a full, non-prorated, 1-year warranty covering all parts and services.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Administrative and procedural requirements for determining Work completed under the unit price contract.

1.02 RELATED SECTIONS

- A. Section 11000 – Dust Collector
- B. Other Sections as applicable.

1.03 GENERAL REQUIREMENTS

- A. Prices shall include all costs required for furnishing the specified unit of work. This may include but not be limited to, materials and delivery, incidentals, rental of equipment and machinery, taxes, testing, surveys, incidental expenses, and supervision.
- B. Contract Sum adjustments will be by Change Order on the basis of net accumulative change for each unit price category.
 - 1. Except as otherwise specified, unit prices shall apply to both deductive and additive variations of quantities.
 - 2. Lump sum and unit prices in the Agreement shall remain in effect until date of final completion of the entire Work.
- C. Partial payment for material and equipment properly stored and protected will be made in accordance with requirements of the General Conditions.
- D. Abbreviations:
 - 1. Acre - AC
 - 2. Allowance - AL
 - 3. Cubic Yard - CY
 - 4. Each - EA
 - 5. Furnish and Install - F & I
 - 6. Gallons - GA
 - 7. Gross Mile - GM
 - 8. Linear Feet – LF
 - 9. Lump Sum - LS
 - 10. Million Gallons – MG
 - 11. Net Mile - NM
 - 12. Square Foot – SF

13. Square Yard – SY

14. Ton - TN

1.04 MEASUREMENT AND PAYMENT

- A. Payment shall constitute full compensation and will be made as indicated in the RELATED SECTIONS.
- B. The quantity approved for payment shall be either:
 - 1. Percentage of the Lump Sum price - A percentage of the lump sum price equivalent to the percentage of the project completion as determined by the Engineer as of the date of the pay request submitted. The percent completion of the project shall be based on the percent of the total project actually constructed and not on the percent of the Contract price completed.
 - 2. Measured Quantities - The actual quantities in-place and accepted as measured by the Engineer on the date of the pay request submitted in the units specified in the proposal or schedule of values.

1.05 DUST COLLECTORS & FLANGES - BID ITEM NO. 1.01

- A. Payment for the four dust collectors and adapter flanges will be made at the lump sum price named in the Bid Schedule. This bid item shall include the dust collectors, the equipment submittal, adapter flanges, electrical system, equipment warranties, and all other components necessary to provide a complete working system.

END OF SECTION

SECTION 01070

ABBREVIATIONS AND DEFINITIONS

PART 1 -- GENERAL

1.01 ABBREVIATIONS

- A. Wherever reference is made to any published standards, codes or standard specifications, it shall mean the latest standard code, specification, or tentative specification of the technical society, organization, or body referred to, which is in effect at the date that the Specification Package is advertised.

- B. The following is a partial list of typical abbreviations which may be used in the Specifications, and the organizations to which they refer:

AASHTO	-	American Association of State Highway and Transportation Officials
ACI	-	American Concrete Institute
ACIFS	-	American Cast Iron Flange Standards
AFBMA	-	Anti-Friction Bearing Manufacturer's Association
AGA	-	American Gas Association
AGMA	-	American Gear Manufacturers Association
AIA	-	American Institute of Architects
AISC	-	American Institute of Steel Construction
AISI	-	American Iron and Steel Institute
ANSI	-	American National Standard Institute
API	-	American Petroleum Institute
ASCE	-	American Society of Civil Engineers
ASHRAE	-	American Society of Heating, Refrigeration, and Air Conditioning Engineers
ASME	-	American Society of Mechanical Engineers
ASTM	-	American Society for Testing and Materials
AWI	-	Architectural Woodwork Institute
AWS	-	American Welding Society
AWWA	-	American Water Works Association
BHMA	-	Builder's Hardware Manufacturers Association
CEMA	-	Conveyor Equipment Manufacturer's Association
CIPRA	-	Cast Iron Pipe Research Association
CRSI	-	Concrete Reinforcing Steel Institute
DIPRA	-	Ductile Iron Pipe Research Association
FBC	-	Florida Building Code
FDEP	-	Florida Department of Environmental Protection
FDOT	-	Florida Department of Transportation
Fed Spec	-	Federal Specifications
IEEE	-	Institute of Electrical and Electronic Engineers
IPCEA	-	Insulated Power Cable Engineers Association
ISO	-	Insurance Services Offices
NBS	-	National Bureau of Standards

NEC	-	National Electric Code
NEMA	-	National Electrical Manufacturers Association
NFPA	-	National Fire Protection Association
NLMA	-	National Lumber Manufacturers Association
OSHA	-	Occupational Safety and Health Act
PCI	-	Precast Concrete Institute
SAE	-	Society of Automotive Engineers Standards
SHBI	-	Steel Heating Boiler Institute
SSPC	-	Steel Structures Painting Council
UL	-	Underwriters Laboratories, Inc.
USGS	-	United States Geological Survey

1.02 DEFINITIONS

The following is a partial list of key definitions which are used throughout the Specification Package:

1. **OWNER** - Either of these terms shall refer to the Village of Palm Springs. The OWNER's project manager shall be the main contact between the OWNER and the MANUFACTURER. All decisions required by the OWNER shall be made through the OWNER's project manager.
2. **CONSTRUCTION DOCUMENTS** - A complete and accurate set of plans and specifications for the permitting and construction of the project, developed by the MANUFACTURER.
3. **CONTRACT DOCUMENTS** - The Contractual Agreement between the MANUFACTURER and OWNER, the Performance Specification, and all exhibits and documents related thereto or contemplated thereby, as well as all Addenda and Amendments related to each with respect to the Project and all changes to said documents issued by OWNER after execution of the Contractual Agreement.
4. **ENGINEER** - This term shall refer to the Professional Engineer or Engineering Firm contracted by the OWNER and registered in the State of Florida who has developed criteria and concepts for the project and prepared the Performance Specifications. The Design Consultant on this project is Calvin, Giordano & Associates, Inc., a consultant retained by the OWNER.
5. **MANUFACTURER** - This term shall refer to a person or company that creates goods for sale who enters into a direct contract with the OWNER to perform and otherwise be responsible for furnishing of the project products. The MANUFACTURER's representative will be the main contact between the MANUFACTURER and the OWNER. All decisions required by the MANUFACTURER shall be made through the MANUFACTURER's representative.
6. **PERFORMANCE SPECIFICATION** - The set of documents prepared by the ENGINEER that describe the Project requirements and scope of work, which are to be used by the MANUFACTURER in developing the design for the project.

- END OF SECTION -

SECTION 11000

DUST COLLECTOR

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish all material, equipment, and incidentals required for operation, a complete dust collector system as specified within.
- B. The dust collectors shall be mounted on top of two sand silos and two lime silos. A set of lime and sand silos are located at the East Water Treatment Plant, 360 Davis Road, Palm Springs, FL 33461. The other set of silos is located at the RL Pratt Water Treatment Plant, 5618 Basil Drive, Palm Springs, FL 33415.
- C. The dust collector equipment includes a fan chamber, bag filters, shaker motor, fan motor, fan drum base, mounting flange w/ adapter, electrical controls, gauges, and enclosures, and any other components necessary to provide a complete working system.

1.02 REFERENCES

- A. Applicable sections of the NEC, IEEE, ANSI and NEMA.

1.03 QUALIFICATIONS

- A. The dust collectors shall be Donaldson-Torit Model, Griffin Filter LS Model, or C & W Manufacturing. No substitution or approved equivalent.
- B. The filter housings, motors, mounting flanges, bag filters and all appurtenances shall be furnished and coordinated by the MANUFACTURER.
- C. The dust collectors covered by these specifications are intended to be standard dust collection equipment of proven ability as manufactured by a reputable manufacturer having a minimum of ten years' experience in the state of Florida, in the construction of such products. The dust collectors furnished shall be new and unused and be designed, constructed, and installed in accordance with the best practice and latest methods of the industry.

1.04 WARRANTY

- A. The MANUFACTURER shall provide a full, non-prorated, 1-year warranty covering all parts.

1.05 OPERATING AND MAINTENANCE MANUALS

- A. All four operating and maintenance manuals shall be furnished. The manuals shall be prepared specifically for this installation and shall include all required drawings, equipment lists, descriptions, etc. that are required to instruct operating and maintenance personnel unfamiliar with such equipment. The number and special requirements shall be as specified in the Contract Documents.
- B. A manufacturer's representative who has complete knowledge of proper operation and maintenance shall be provided for one day to instruct representatives of the OWNER and the Engineer on proper operation and maintenance. If there are

difficulties in operation of the equipment due to the manufacturer's equipment or fabrication, additional service shall be provided at no cost to the OWNER.

1.06 TOOLS AND SPARE PARTS

- A. One set of all special tools required for normal operation and maintenance shall be provided for each dust collector. All such tools shall be furnished in a suitable steel tool chest complete with lock and duplicate keys.
- B. The manufacturer shall furnish a complete set of recommended spare parts necessary for the first year of operation of the dust collector system, which shall include at least the following for each dust collector supplied:
 - 1. 1 set of Shaker Drive Train Kit parts
 - 2. 1 set of Shaker Motor, V-Belt Drive Parts
 - 3. 1 set of Shaker Rack Hanger Parts
 - 4. 1 set of Bag Filters
 - 5. 1 set of Door Gasket Parts
- C. Spare parts shall be properly packaged and labeled for identification without opening the packaging and suitably protected for long term storage.

1.07 PRODUCT HANDLING

- A. All parts shall be properly protected so that no damage or deterioration will occur during a prolonged delay from the time of shipment until installation is completed and the units and equipment are ready for operation.
- B. All equipment and parts must be properly protected against any damage and weather during a prolonged period at the site.
- C. Factory assembled parts and components shall not be dismantled for shipment unless permission is received in writing from the ENGINEER.
- D. Finished iron or steel surfaces not painted shall be properly protected to prevent rust and corrosion.
- E. After hydrostatic or other tests, all entrapped water shall be drained prior to shipment, and proper care shall be taken to protect parts from the entrance of water during shipment, storage, and handling.
- F. Each box or package shall be properly marked to show its net weight in addition to its content.

PART 2 - PRODUCTS

2.01 GENERAL

- A. The dust collectors shall be bag filter, shaker model collectors. The dust collectors shall be mounted on top of aforementioned sand and lime silos upon current flanged opening, with dimensions 4'-8" x 3'-8", using an applicable adapter flange.
- B. The MANUFACTURER shall make all alterations required to their equipment which may be required for a complete dust collector systems furnished. The alterations shall be submitted to the OWNER for review, comment and acceptance prior to commencing.

2.02 OPERATING REQUIREMENTS

- A. The primary operating requirement of the blower system shall be to provide an adequate filtration velocity at specified conditions.
- B. Each dust collector shall be capable of operating at the following conditions:

East WTP Performance Requirements

Minimum Air Flow	1200 cfm
Minimum Bag Filter Area	244 sf
Bag Filter Material	Woven Polyester
Min. Fan Motor Req.	3 HP, 120-208V/60Hz/3PH TEFC
Min Shaker Motor Req.	1/4 HP, 120-208V/60Hz/3PH TEFC
Approx. Weight	500-1000 lbs.
Maximum Width x Depth	57" x 40"

RL PRATT WTP Performance Requirements

Minimum Air Flow	1200 cfm
Minimum Bag Filter Area	244 sf
Bag Filter Material	Woven Polyester
Min. Fan Motor Req.	3 HP, 120-480V/60Hz/3PH TEFC
Min Shaker Motor Req.	1/4 HP, 120-480V/60Hz/3PH TEFC
Approx. Weight	500-1000 lbs.
Maximum Width x Depth	57" x 40"

2.03 COLLECTION EFFICIENCY

- A. The polyester woven fabric filter dust collectors shall collect, at minimum, 99.9%+ down to 1 micron based on the weight of the suspended solids contained in the gas entering the dust collector. An outlet loading of 0.02 grains per actual cubic foot or less shall constitute fulfillment of these minimum requirements.

PART 3 - EXECUTION

3.01 TESTING

- A. Testing shall be done by the MANUFACTURER using EPA test method 5-Determination of Particulate Matter Emissions from Stationary Sources. If test results indicate the dust collectors are out of compliance, MANUFACTURER personnel shall address the problem. If bag material is the cause of non-compliance, the bags in question will be replaced at no charge, or compensation to the OWNER in the amount of the cost of the bags to be replaced on a one-for-one basis.

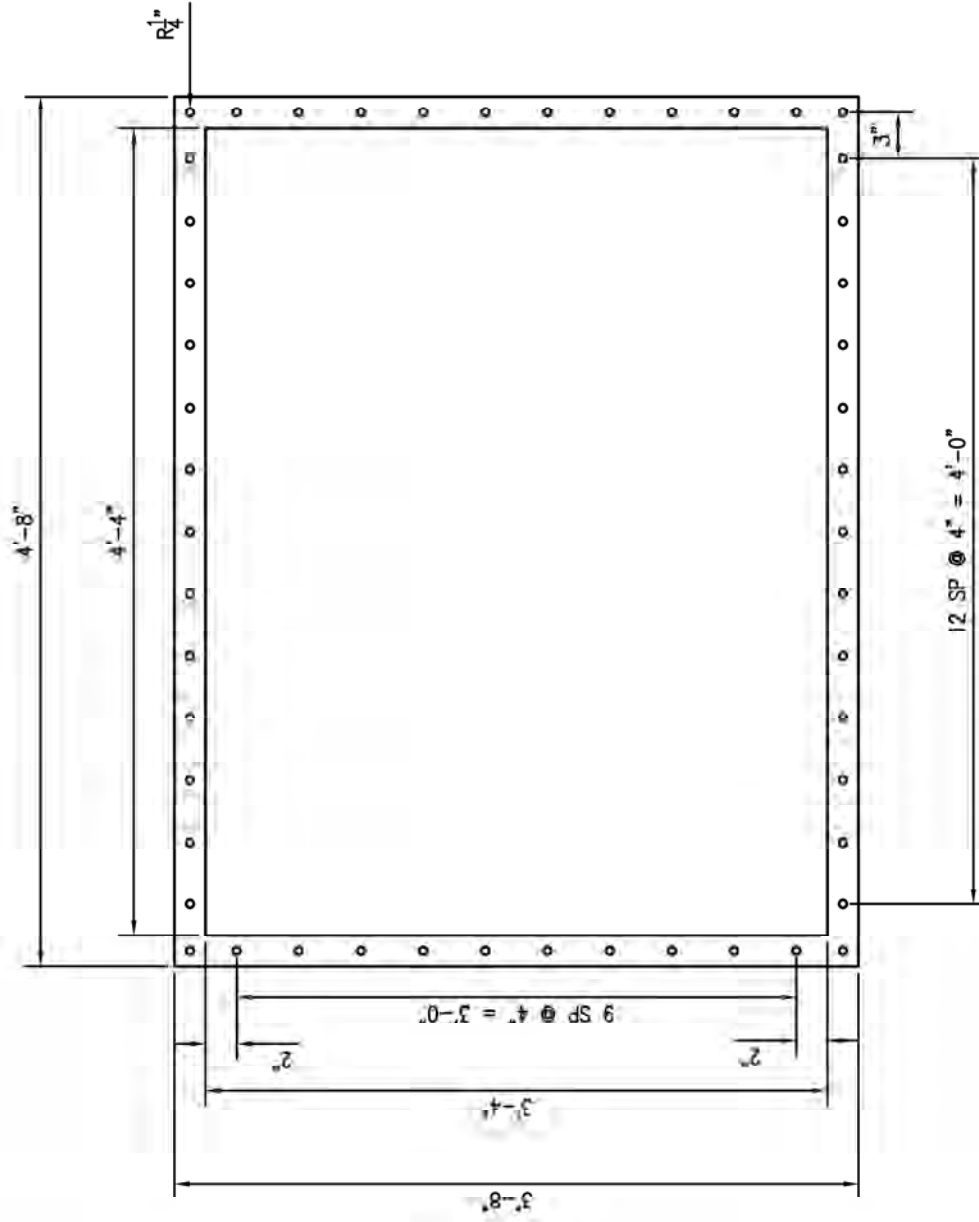
3.02 INSTALLATION

- A. The OWNER shall install shaker model dust collectors, mounting on aforementioned sand and lime silos using fabricated steel adaptor flange in conformance with provisions of these specifications, and in accordance with the MANUFACTURER's recommendations and O&M manuals.

- B. The OWNER shall install bag filter media in each dust collector per the filter's MANUFACTURER's installation instructions.

END OF SECTION

APPENDIX A-EXISTING MOUNTING FLANGE DETAIL



EXISTING MOUNTING FLANGE

Scale: 1" = 1'

APPENDIX B-PICTURES
EAST WATER TREATMENT PLANT
LIME SILO











APPENDIX C–PICTURES
EAST WATER TREATMENT PLANT
SAND SILO







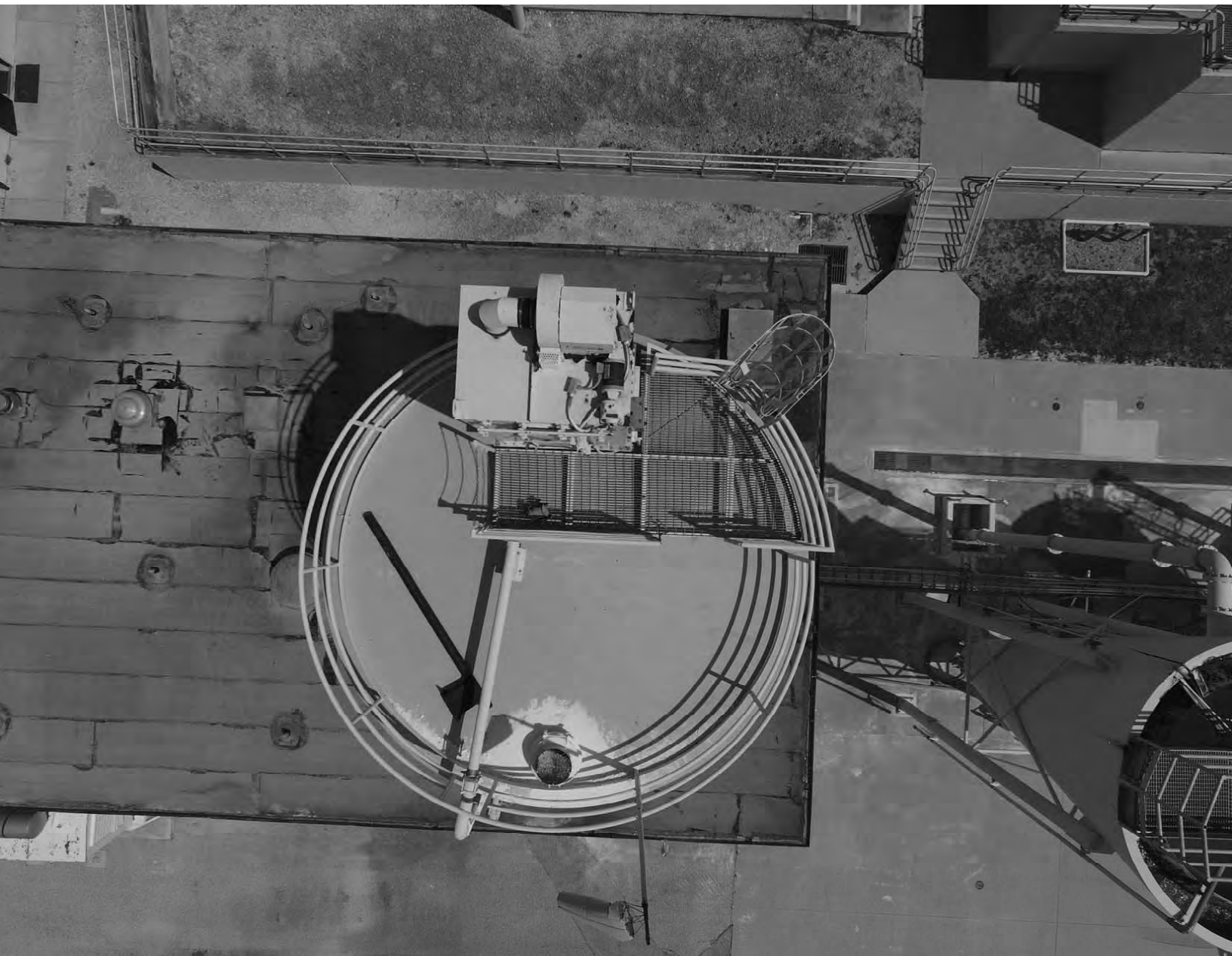




APPENDIX D-PICTURES

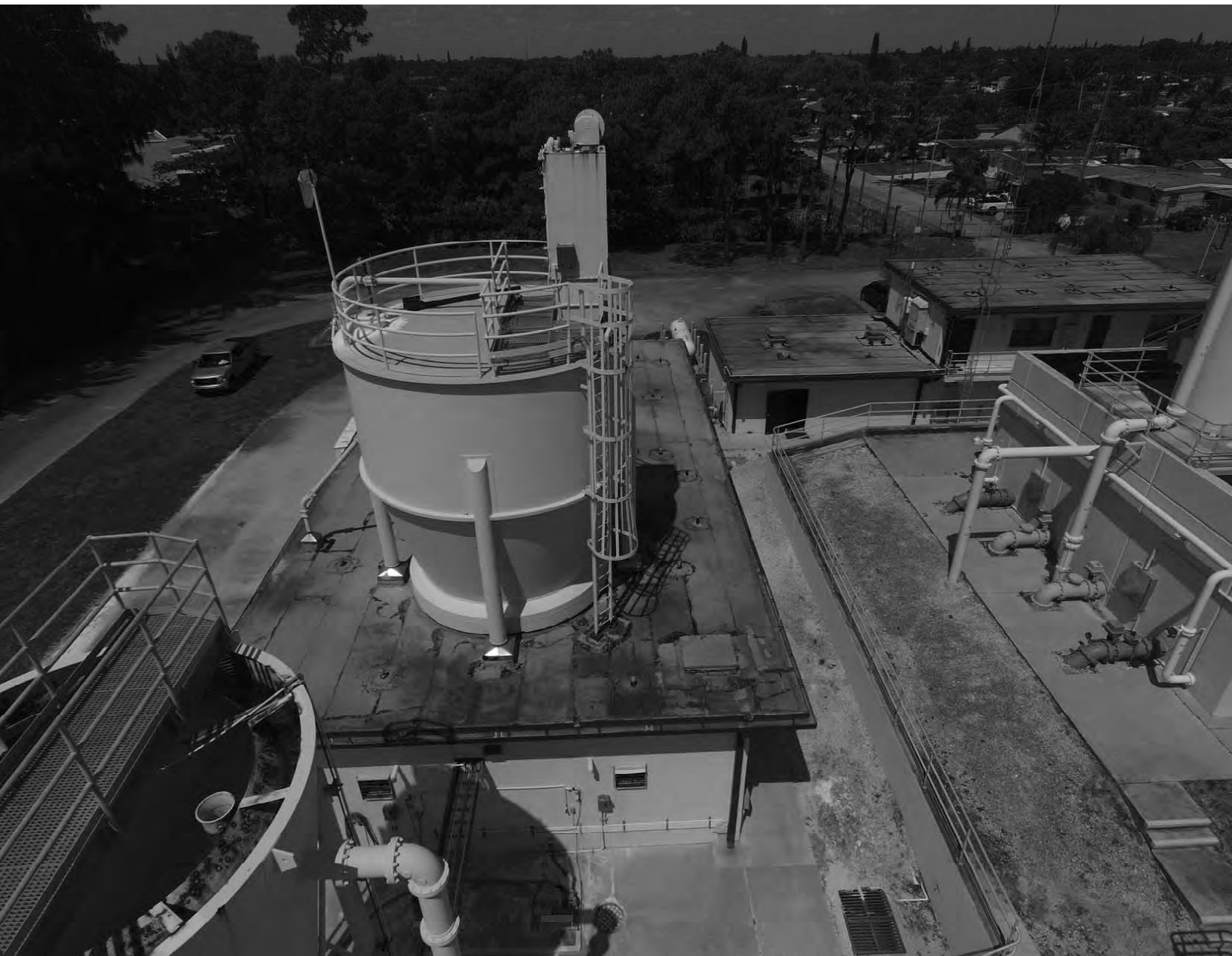
RL PRATT WATER TREATMENT PLANT

LIME SILO









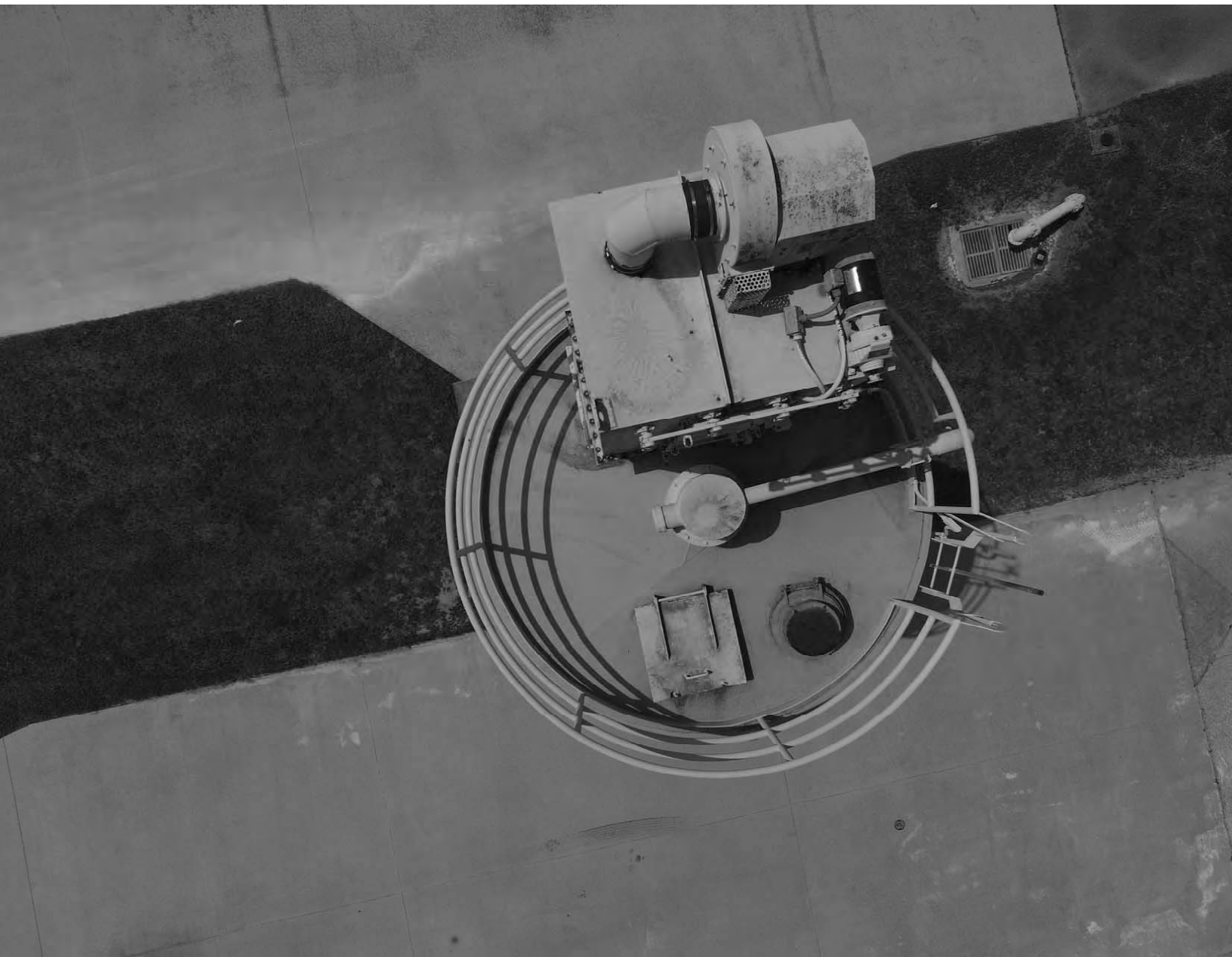




APPENDIX E-PICTURES

RL PRATT WATER TREATMENT PLANT

SAND SILO









Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Invitation to Bid # 2017B-003

FURNISHING FOUR (4) DUST COLLECTORS

DATE: JULY 21, 2017

ADDENDUM NO. 1

The following questions were asked:

- Q. Do the Village of Palm Springs want removal and installation of the existing dust collectors?
 - A. The bidder is only being asked to supply the dust collectors.
- Q. Who will be responsible for the disposal?
 - A. Removal of the old dust collectors and installation of the new ones will be handled by Village staff.



Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Invitation to Bid # 2017B-003

FURNISHING FOUR (4) DUST COLLECTORS

DATE: JULY 21, 2017

ADDENDUM NO. 1

The following questions were asked:

- Q. Do the Village of Palm Springs want removal and installation of the existing dust collectors?
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 - A. Removal of the old dust collectors and installation of the new ones will be handled by Village staff.



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699

561-965-4010 • www.vpsfl.org

East WTP & RL Pratt WTP Dust Collectors

Addendum No. 2

July 19, 2017

BIDS DUE: 10:00 AM, Local Time, July 21, 2017

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the furnishing of the East WTP & RL Pratt WTP Dust Collectors, fully and completely as if the same were fully set forth herein.

IN THE PERFORMANCE SPECIFICATIONS:

1. Section 11000 DUST COLLECTOR, Part 3, Subpart 3.01

DELETE:

Paragraph in its entirety.

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: Are the adapter flanges specified required to be blasted, primed and finish painted?

Response 1: Yes, interior and exterior of the adapter flanges shall be prepped, primed, and coated with a coating suitable for the application.

Question 2: Is the bid required to include gasket and interconnecting hardware for the adapter flange interface between silo and flange AND the gasket and interconnecting hardware between adapter flange and new dust collectors?

Response 2: Yes.

Question 3: It is assumed that the existing control panel(s), as is, will accommodate all electrical requirements of the dust collectors as specified?

Response 3: The electrical panels serving the dust collectors are outside the scope of this bid. The existing electrical panels will be modified as necessary by Village staff during installation.

Question 4: Specification Section 11000 – Para 3.01 states: ‘Testing shall be done by the manufacturer using EPA test Method 5 – Determination of Particulate Matter Emissions from Stationary Sources’ to determine compliance. Please review and advise if this is necessary. As discussed at the pre-bid meeting we have never seen this specified for a lime silo / sand dust collector application here in Florida. The test method is attached as a link, this – if we were even able to quote, could cost more than the dust collectors themselves.

Response 4: This requirement has been removed from the performance specification.

Question 5: The advertisement for bid states a bid Due Time of Friday 7/21/17 @ 10:00 AM, the website references a bid Due Time of Friday 7/21/17 @ 11:59 PM – please clarify the Bid Due Time

Response 5: The bid due time is 10:00 AM, Local Time, July 21, 2017. The Village website has been corrected accordingly.

SECTION 00301

PROPOSAL SUBMISSION CHECKLIST

PROJECT NAME: PALM SPRINGS EAST WTP & RL PRATT WTP DUST COLLECTORS

PROPOSAL NUMBER: 172113

PROPOSER'S NAME: Griffin Filters LLC.

The following items must be submitted in the following order with your Proposal:

- ☒ Completed Section 00300 – Bid Form
- ☒ Completed Section 00301 – Proposal Submission Checklist
- ☒ Dust Collector Equipment Submittal
 - ☒ East WTP
 - ☒ RL Pratt WTP
- ☐ Completed List of equipment being provided
 - ☒ Four (4) dust collectors
 - ☒ Four (4) adapter flanges
 - ☒ Four (4) sets of spare parts
 - ☒ Four (4) sets of special tools
 - ☒ Other: Offered an alternative collector option
- ☒ Warranty
- ☒ Signed copy of all Addenda

Submit three (3) copies of all documents listed above.

Failure to provide the above listed items may result in your Proposal being deemed non-responsive.

END OF SECTION

SECTION 00300

BID FORM

SCHEDULE OF PRICES

Bid Item	Description	Estimated Quantity	Unit	Unit Price	Estimated Total
I. GENERAL CONDITIONS					
1.01	Furnish Dust Collectors & Flanges	4	LS	\$8,325.00	\$33,300

TOTAL BASE BID PRICE \$38,759.85Thirty Eight Thousand Seven Hundred Fifty Nine Dollars and Eighty Five cents.

Written (Base Bid)

Griffin Filters LLC.7/19/17

(Bidder)

(Date)

Unit Price Schedule

Consolidated System Price

54 LS with Recommended Spare Parts \$10,766.50 each

54 LS with Recommended Spare Parts 10% Quantity Discount - purchasing 4 Complete Systems
\$9,689.85 eachTOTAL COST FOR Quantity 4 of the 54 LS Silo Bin Vents with Recommended Spare Parts
\$38,759.40

Operation and Maintenance Training

A- One day training session provided by Griffin Filters Representative to train and instruct
facility personnel in the use and maintenance of the silo vents
\$3000.00



Village of Palm Springs

226 Cypress Lane • Palm Springs, Florida 33461-1699
561-965-4010 • www.vpsfl.org

East WTP & RL Pratt WTP Dust Collectors

Addendum No. 2

July 19, 2017

BIDS DUE: 10:00 AM, Local Time, July 21, 2017

TO ALL VENDORS BIDDING ON THIS PROJECT:

The changes, additions, substitutions, and/or deletions contained in Addendum No. 2 are hereby made a part of the Bid Documents for the furnishing of the East WTP & RL Pratt WTP Dust Collectors, fully and completely as if the same were fully set forth herein.

IN THE PERFORMANCE SPECIFICATIONS:

1. Section 11000 DUST COLLECTOR, Part 3, Subpart 3.01

DELETE:

Paragraph in its entirety.


7/19/17

ATTACHMENTS

ATTACHMENT 1 RESPONSES TO BIDDER QUESTIONS

END OF ADDENDUM

ATTACHMENT 1

RESPONSES TO BIDDER QUESTIONS

RESPONSES TO BIDDER QUESTIONS

Question 1: Are the adapter flanges specified required to be blasted, primed and finish painted?

Response 1: Yes, interior and exterior of the adapter flanges shall be prepped, primed, and coated with a coating suitable for the application.

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Response 2: Yes.

Question 3: It is assumed that the existing control panel(s), as is, will accommodate all electrical requirements of the dust collectors as specified?

Response 3: The electrical panels serving the dust collectors are outside the scope of this bid. The existing electrical panels will be modified as necessary by Village staff during installation.

Question 4: Specification Section 11000 – Para 3.01 states: ‘Testing shall be done by the manufacturer using EPA test Method 5 – Determination of Particulate Matter Emissions from Stationary Sources’ to determine compliance. Please review and advise if this is necessary. As discussed at the pre-bid meeting we have never seen this specified for a lime silo / sand dust collector application here in Florida. The test method is attached as a link, this – if we were even able to quote, could cost more than the dust collectors themselves.

Response 4: This requirement has been removed from the performance specification.

Question 5: The advertisement for bid states a bid Due Time of Friday 7/21/17 @ 10:00 AM, the website references a bid Due Time of Friday 7/21/17 @ 11:59 PM – please clarify the Bid Due Time

Response 5: The bid due time is 10:00 AM, Local Time, July 21, 2017. The Village website has been corrected accordingly.



GRIFFIN FILTERS

106 METROPOLITAN PARK DRIVE ♦ LIVERPOOL, NY 13088, USA

Tel: (315) 451-5300 ♦ Fax: (315) 451-2338

Better Environmental Solutions by Design™

PROPOSAL NUMBER: AE # 172113

7/19/2017

Village of Palm Springs, Florida

Thank you for the opportunity to provide a proposal for silo vents at your water treatment facility.

Griffin Filters recommends our 54 LS blower assisted silo vent. We are quoting the silo vent with a controller, custom roof adaptor and recommended spare parts. We also are quoting as an option, an alternative version of the 54 LS. The alternative is a 54 LS-LSMF. On this unit, the blower is mounted on the side at a height of 4'. Some customers find this blower location facilitates maintenance and provides enhanced safety.

Thank you again for this opportunity. Please let us know if you have any questions or concerns with our proposal. We look forward to supporting the water treatment facilities of Palm Springs, Florida.

Regards,

Robert W. Dachert

Sales Manager

Griffin Filters LLC

Ph: 315 451 5300 x 138

rdachert@griffinfilters.com

www.griffinfilters.com





GRIFFIN FILTERS

106 METROPOLITAN PARK DRIVE ♦ LIVERPOOL, NY 13088, USA

Tel: (315) 451-5300 ♦ Fax: (315) 451-2338

Better Environmental Solutions by Design™

Proposal Number: 172113
REQUEST FOR BID No. 2017B-003

Date: 7/19/2017

Customer Information

Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida, 33461
Att: Kimberly Wynn Village Clerk

Direct: (561) 965-4010

Representative Information

EMH Industrial Sales, LLC
Eddie Herrin, Manager
Post Office Box 5221
Lakeland, FL 33807-5221

863/937-8606 - Office
863/640-7287 - Cell
edherrin@earthlink.net
Website: www.emhindustrial.com

DESCRIPTION OF APPLICATION:

Process Description	Storage Silo Bin Vent
Dust Description	Sand, Lime
Inlet Dust Loading	
Air Flow in ACFM	1280 SCFM
Air Flow Temperature in °F	
Hazardous? Please circle or check	No ☐ X ☐ Combustible ☐ Explosive ☐ Toxic ☐
If hazardous, the user must supply the following information for NFPA/OSHA compliance:	
Hazard category – please circle or check	Dust ☐ Gas ☐ Mist ☐ Hybrid ☐
Toxicity – maximum emissions allowable in lbs/hour, day, year	NA
Minimum Combustion Temperature in °F	NA
Deflagration Index of a dust cloud (Kst) or gas (Kg) (list max. value) in ____ bar-m/s	NA
Maximum Pressure of an unvented deflagration (Pmax) (list max. value) in ____ bar	NA
Source of above data – please circle or check	Testing ☐ Tables ☐ Other ☐
Electrical Classification:	Class 1, Div 1: ____ Flammable gases or vapors exist under normal conditions. (NEMA 7)
	Class 1, Div 2: ____ Flammable gases or vapors may be present but do not exist under normal conditions. (NEMA 7)
	Class 2, Div 1: ____ Combustible dusts exist under normal conditions. (NEMA 9)
	Class 2, Div 2: ____ Combustible dusts may be present but do not exist under normal conditions. (NEMA 4 or 9)



Design: 3.41/1 Air to Cloth Ratio for 1280 ACFM at 70°F

Griffin Filters Design and Application Engineers recommend for your application:

Model 54-LS Shaker Silo Filter Vent with Blower Dust Collector

Description	Price
Baghouse Description: A- 14-gauge HRS all welded construction, designed for -12" W.G. B- (54) - 4" x 79" woven polyester bags. Cloth area = 375 ft ² . C- Bags have grommet top, snap spring bottom. D- Internal 1/4 HP, 1200 RPM, 230-460/3/60, TEFC shaker motor. E- (2) Access doors for bag removal are provided on front of unit.	Included
Blower Assembly A- 5 HP, 3600 RPM 230-460/3/60, TEFC motor. B- Cast aluminum fan wheel, direct driven. C- Top mounted on collector. D- Performance = 1280 CFM @ 6" SP and 70° F.	Included
Surface Preparation and Paint: A- Internal welds are stitch welds. No grinding. Internal surfaces are finished as welded. B- Internal surfaces are unpainted. C- External welds are continuous, no grinding, with a generally neat and rounded profile, some stop/start areas. D- External surfaces receive power tool and solvent cleaning. E- External surfaces receive one coat of Macropoxy 646 red-oxide primer and one finish coat "Griffin" tan paint. Blue, gray, and tan are standard colors, other colors available upon request and may be subject to additional charges.	Included
TOTAL - Baghouse, Blower and Surface Prep/Paint:	\$8200.00
4 PIECE PRICE IF PURCHASED SIMULTANEOUSLY-LESS 10%	\$7380.00

System Components	
Mini C-8 Control Panel: Shaker and Fan Controller (for use with the 54 LS) (PN 825 MINI C8-1) (Starter Motor by Others if required)	\$675.00
Mini C-8 Control Panel: Shaker and Fan Controller (for use with the 54 LS) (PN 825 MINI C8-1) (Starter Motor by Others if required) 4 PIECE PRICE IF PURCHASED SIMULTANEOUSLY-LESS 10%	\$607.50
Companion Roof Adaptor Flange A- Custom Adaptor	\$375.00
Companion Roof Adaptor Flange A- Custom Adaptor 4 PIECE PRICE IF PURCHASED SIMULTANEOUSLY-LESS 10%	\$337.50
RECOMMENDED SPARE PARTS:	
Bags: A- Quantity 54 PN. (550-479 DG)	\$1012.50
Repair Kits A- Quantity 1 PN (825-RK1) (Shaker Mechanism) B- Quantity 1 PN (825-RK2) (Shaker Rack Hanger Parts) (Quantity 4 – one for each corner (\$18.75 each) <i>See Information Below</i>	\$140.00 \$75.00
Shaker Motor A- 1/4HP-1200 RPM/230-460/3PH. TEFC	\$278.00
Drive Belt A- DRIVE BELT 400 4L290	\$11.00
Total Spare Parts	\$1516.50
Total Spare Parts TOTAL SPARE PARTS PACKAGE FOR 4 SYSTEMS (LESS 10%)	\$1,365.00

Consolidated System Price	
54 LS with Recommended Spare Parts	\$10,766.50 each
54 LS with Recommended Spare Parts 10% Quantity Discount - purchasing 4 Complete Systems	\$9,689.85 each
TOTAL COST FOR Quantity 4 of the 54 LS Silo Bin Vents with Recommended Spare Parts	\$38,759.40
Operation and Maintenance Training A- One day training session provided by Griffin Filters Representative to train and instruct facility personnel in the use and maintenance of the silo vents	\$3000.00

NOTE: No special tools required to install or maintain the Griffin Filters Silo Bin Vent

Exception to Bid Request

At this time, Griffin Filters is taking exception to clause 3.01 regarding Testing. EPA test method 5 is not currently included in pricing.

Alternative Silo Vent Option

Model 54 LS-LSMF. Unit specifications are the same as the unit quoted above. The difference between the two models is the location of the blower. On the 54 LS-LSMF, the fan is ducted and attached to the side of the unit at a height of 4' for ease of maintenance and enhanced safety. (see drawing AE172113-02)

Note: Controller, roof adaptor, and spare parts remain the same.

Model 54-LS-LSMF Shaker Silo Filter Vent Dust Collector with Lower Side Mounted Blower

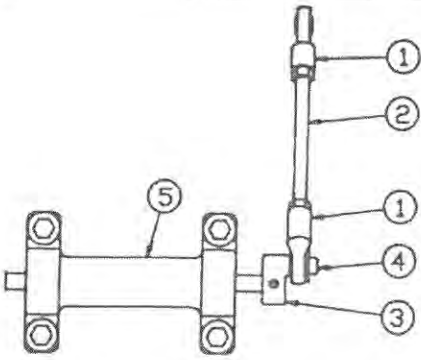
Description	Price
Baghouse Description: A- 14-gauge HRS all welded construction, designed for -12" W.G. B- (54) - 4" x 79" woven polyester bags. Cloth area = 375 ft². C- Bags have grommet top, snap spring bottom. D- Internal 1/4 HP, 1200 RPM, 230-460/3/60, TEFC shaker motor. E- (2) Access doors for bag removal are provided on front of unit.	Included
Blower Assembly A- 5 HP, 3600 RPM 230-460/3/60, TEFC motor. B- Cast aluminum fan wheel, direct driven. C- Side mounted via a duct to the side of the unit at 4' high. D- Performance = 1280 CFM @ 6" SP and 70° F.	Included
Surface Preparation and Paint: A- Internal welds are stitch welds. No grinding. Internal surfaces are finished as welded. B- Internal surfaces are unpainted. C- External welds are continuous, no grinding, with a generally neat and rounded profile, some stop/start areas. D- External surfaces receive power tool and solvent cleaning. E- External surfaces receive one coat of Macropoxy 646 red-oxide primer and one finish coat "Griffin" tan paint. Blue, gray, and tan are standard colors, other colors available upon request and may be subject to additional charges.	Included
TOTAL - Baghouse, Blower and Surface Prep/Paint:	\$8500.00
4 PIECE PRICE IF PURCHASED SIMULTANEOUSLY-LESS 10%	\$7650.00

Additional System Options	
Dwyer Model 2010 Magnehelic Gauge with mounting kit (PN 950-2010MGH Kit)	\$140.00 ea
Silo Pressure Relief Valve: A- Opens in the range of 0.5 to 1 psi	\$270.00 ea

Spare Parts Part List of Kits 825-RK1 and 825-RK2

Drawings with part call-outs and parts list shown below.

825-RK1 Parts List

	2 - RADIAL BEARING
	1 - 3/8" X 7" MILL STUD FINE
	2 - 3/8" HEX HEAD NUT FINE
	1 - 5/16" X 5/8" SHOULDER BOLT
	1 - 3/8" LOCK NUT FINE
	1 - 3/8" X 2" HEX HEAD CAP SCREW
	1 - 1/2" BRASS ECCENTRIC
	1 - SOCKET SET SCREW
	1 - 1/2" SAW MANDREL
	4 - HEX HEAD CAP SCREW
	4 - FLAT WASHER
	4 - LOCK WASHER
	4 - HEX NUT COARSE

825 RK2 Parts List

- 2 - 3/8" YOKE END
- 2 - 3/8" CLEVIS PIN
- 2 - 1/16" X 7/8" COTTER PIN
- 1 - 3/8" 24 UNF X 3 1/4" THREADED ROD
- 2 - 3/8" OILITE BEARING
- 1 - 3/8" 24 NUT

Terms and Conditions of Sales Contract

Please include acceptance and agreement to abide by the terms and conditions put forth in this proposal in you purchase order documents.

PROPOSAL PRICES ARE F.O.B. ORIGIN**CUSTOMER IS RESPONSIBLE FOR ALL FREIGHT CHARGES**

- Freight charges include coverage for dust collector/baghouse and major systems components shipped directly to the fabricator or customer site for system integration (filters, cages, fans, rotary airlocks, etc.)
- Freight charges may be invoiced separately

PRODUCTION SCHEDULE:

- A- APPROVAL DRAWINGS: 1-2 weeks to send detailed Approval Drawings (if required)
- B- SHIPMENT: 6 to 10 Weeks after finalized Approval Drawings are returned to Griffin Filters

Note: *Shipment subject to shop schedule upon return of approval drawings.*

PAYMENT TERMS:

Manufacturing Stage	%	Terms
PO placed	15%	Due upon invoice
Drawing Approved	25%	Due upon invoice
Work In Progress	25%	Due upon invoice
Balance Due Upon Ready to Ship	35%	Due upon Ready to Ship Invoice

Note: *Payment terms are subject to credit review. All amounts which are outstanding and unpaid for more than 30 days will be subject to a late charge at the rate of one and one-half percent (1.5%) per month.*

PROPOSAL EXPIRATION:

This proposal will remain in effect for a period of thirty (30) days.

- Any contract resulting from this proposal is subject to Griffin Filters' written acceptance.
- Due to the volatility of steel pricing, this quotation and any subsequent order resulting from this quotation, is subject to price adjustments.

TERMS AND CONDITIONS OF SALE:

This proposal is submitted in accordance with Griffin Filters' Standard Terms and Conditions and these are attached and made part of this proposal.

Regards,

Robert W. Dachert

Sales Manager
Griffin Filters LLC
Ph: 315 451 5300 x 138
rdachert@griffinfilters.com
www.griffinfilters.com

COLLECTION EFFICIENCY

Griffin Filters guarantees that the fabric filter dust collectors, as quoted in Griffin Filters' proposals, will collect, at minimum, 99.9%+ down to 1 micron based on the weight of the suspended solids contained in the gas entering the dust collector. An outlet loading of .02 grains per actual cubic foot or less shall constitute fulfillment of the guarantee and current requirements. This guarantee is based on the parameters as outlined in the proposal. The guarantee is invalid if the equipment is not installed, properly pre-coated, operated, or maintained within the guidelines of Griffin's installation, operation and maintenance manual.

Testing shall be done using EPA test method 5.

If test results indicate the dust collectors are out of compliance, Griffin personnel shall address the problem in the following manner:

- 1) If bag material or workmanship is found to be the cause of the noncompliance, Griffin will replace the bags in question at no charge, or make compensation to the end user in the amount of our cost of the bags to be replaced on a one-for-one basis.
- 2) If the failure is a result of faulty installation, faulty operation, or incorrect maintenance, or the system failure is a result of continuous operation in an upset condition, or the operating conditions have been altered from those defined in the initial specification, then all guarantees and warranties are void.





GRIFFIN FILTERS

106 METROPOLITAN PARK DRIVE ♦ LIVERPOOL, NY 13088, USA

Tel: (315) 451-5300 ♦ Fax: (315) 451-2338

STANDARD TERMS AND CONDITIONS OF SALE

1. **PURCHASE AND SALE.** Upon acceptance of the equipment and/or services proposal and quotation (the "Proposal and Quotation") of which these Standard Conditions of Sale are made a part by the Buyer (as identified on the Equipment and/or Services Quotation page), Griffin Filters LLC., (the "Seller") shall sell and Buyer shall purchase all of the equipment (hereinafter collectively called the "Equipment") described in the Proposal and Quotation for the sale price specified therein in accordance with all of the terms and conditions hereinafter set forth, as well as with all of the other provisions of the Proposal and Quotation. Except where the context requires otherwise, the terms "herein," "hereof," "hereunder," and other words of similar import refer to the Proposal and Quotation as a whole, and not to any particular article, section, paragraph, clause, attachment or other subdivision thereof.
2. **SALE PRICE AND PAYMENT TERMS.** The sale price of the Equipment specified in the Proposal and Quotation does not include any applicable sales, use, excise or other similar taxes imposed by any federal, state, local or other taxing jurisdiction. If any such taxes are imposed with respect to the sale of the Equipment, Buyer shall pay the same. Seller may require that Buyer pay such taxes directly or, in the alternative, Seller may pay the taxes due on behalf of Buyer and obtain reimbursement from Buyer immediately upon Seller's demand. The terms of payment of the sale price of the Equipment are as set forth on the Equipment and/or Services Quotation page. In the event fabrication is delayed by Buyer for any reason, to include delays in returning required approval drawings, project delays not attributable to Seller's equipment, and system or equipment redesign, and cost increases due to such delay are incurred by Seller, Seller reserves the right to pass such cost increases to Buyer by amending the Purchase Order agreement or by other means acceptable to both parties. All payments, including any contract cost increases, must be made to Seller promptly when due at its Home Office address indicated in the Proposal, Quotation, or Invoice document(s).
3. **DELIVERY AND RISK OF LOSS.** Any delivery made within 30 days after the end of the respective delivery times specified on the Equipment and/or Services Quotation page is to be deemed to be timely. Subject to the Force Majeure provisions of paragraph 9 below, if Seller fails timely to deliver any of the Equipment, Buyer may cancel that portion of the Equipment which has been delayed, such right of cancellation being Buyer's sole remedy for Seller's failure or delay in making delivery. Risk of loss and damage to the Equipment will automatically be transferred and will pass from Seller to Buyer upon delivery or tender of the Equipment at the F.O.B. place of delivery specified on the Equipment and/or Services Quotation page. Except to the extent provided to the contrary in paragraph 9 below, no loss, destruction or other material damage to the Equipment will relieve the party bearing the risk of loss and damage from fully performing its obligations hereunder.
4. **INVOICES.** The Equipment may be delivered, at the discretion of the Seller, in several lots under separate invoices. In such event, Buyer shall promptly pay the proportionate amount of the total sale price of the Equipment represented by each lot indicated in the invoice furnished by Seller respecting such lot.
5. **SECURITY INTEREST.** As security for the full and prompt payment of the sale price of the Equipment, as well as of all other amounts now or hereafter owing by Buyer to Seller of whatever nature, Buyer grants to Seller a present and continuing first priority, purchase money security interest in the Equipment. If Buyer fails promptly to pay, when due, any amount payable hereunder, then Seller may, without any notice or demand of any kind and notwithstanding any other provisions or agreements to the contrary, declare all amounts then owing by Buyer to Seller to be due and payable, whereupon the same will immediately become due and payable; and Seller may exercise from time to time all rights and remedies available to it hereunder or available under applicable law or in equity. Buyer shall pay all costs and expenses incurred by Seller in collecting any amount owing by Buyer to Seller (including, but not limited to, reasonable attorney's fees, if collected by or through an attorney at law).
6. **WARRANTIES.**
(A) Limited Warranty of Equipment Manufactured by Seller. Subject to the limitations hereinafter set forth, Seller warrants to Buyer that all items of the Equipment manufactured by Seller will be free from defects in material and workmanship under normal use and service for a period of 12 months after the date of delivery or tender of the Equipment to Buyer, or 12 months after the date that the Equipment is ready for commencement of initial operation by Buyer, whichever occurs first; provided, however, that (i) the Equipment must at all times have been operated in accordance with Seller's operating instructions and in accordance with the conditions for which the same are designed and (ii) no alterations or substitutions have been made in the Equipment. The seller assumes no responsibility or expense of erection. The correction of minor misfits and a reasonable amount of cutting, reaming or redrilling will be considered as legitimate expense of erection. Any error in shop fabrication which prevents the proper assembling and alignment of parts by the moderate use of reamers, drift pins or cutting shall be immediately reported to the Seller and approval obtained for the method of correction. Further, and without limiting the foregoing, the limited warranty herein given by Seller will be rendered void by the improper erection of the Equipment by parties other than Seller or by damage to the Equipment after transfer and passage of the risk of loss from Seller to Buyer (including, but not limited to, damage caused by abrasion, corrosion, excess temperature or improper use). Buyer shall make all claims of any nature whatsoever for breach of the foregoing limited warranty, regardless of whether a defect is patent or latent, by written notice to Seller within 10 days after Buyer discovers such defect, setting forth in detail the nature of defect. Buyer's right to make claims for breach of said limited warranty will terminate upon the expiration of such notice period, and all claims for defects will thereafter be barred. Upon Buyer's making a satisfactory written proof of claim with Seller, Seller may fully discharge its obligations under this limited warranty by making any necessary repairs or, at Seller's option, supplying replacement parts within a reasonable period of time thereafter, all at Seller's expense. No payment or allowance will be made for labor costs, parts or other charges of Buyer or of third parties for making repairs or replacements, nor will Seller accept Equipment returned for credit, unless written authorization is obtained in advance from Seller. This warranty does not apply to filter bags. This warranty will not be in effect where payment is overdue until such time that the equipment is paid for in full.



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(B) Limited Patent Warranty Respecting Equipment Manufactured by Seller. Seller shall defend, at its expense, any suit or proceeding brought against Buyer which asserts any claim that any Equipment manufactured by Seller infringes any United States patent which was issued as of the date of the Proposal and Quotation, and Seller shall pay any damages and costs awarded therein against Buyer up to, but not to exceed, the aggregate amount of the sale price of the infringing Equipment theretofore paid by Buyer to Seller; provided, however, Buyer must give Seller written notice of any such claim within 10 days after Buyer is notified thereof; and provided further that Buyer must thereafter fully cooperate with Seller and give Seller all authority, information and assistance as Buyer is able to give in order to allow Seller to conduct such defense effectively and efficiently. If the use of any of the Equipment is enjoined as a result of any such suit, Seller shall, at its option and at its expense, procure for Buyer the right to use such Equipment, or modify the infringing Equipment so that it no longer infringes any United States patent, or replace the infringing Equipment with non-infringing Equipment, or refund the portion of the sale price attributable to the infringing Equipment.

(C) Equipment Not Manufactured by Seller. All Equipment which is not manufactured by Seller is sold AS-IS and carries only such warranties as are given by the manufacturer thereof (if any), which warranties (if any) are, to the extent permitted by their terms, hereby assigned by Seller to Buyer without recourse against Seller.

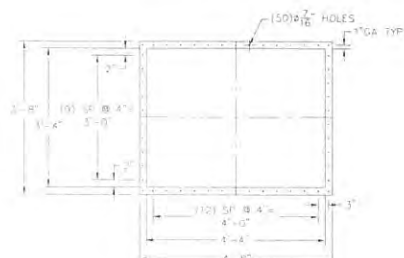
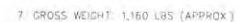
7. **LIMITATION OF WARRANTIES, REMEDIES AND OBLIGATIONS.** EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, THE EQUIPMENT IS BEING SOLD AS-IS, AND SELLER MAKES NO WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO THE EQUIPMENT, ORAL OR WRITTEN, EXPRESS OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS OF USE FOR A PARTICULAR PURPOSE); AND SELLER HEREBY DISCLAIMS ANY WARRANTY NOT EXPRESSLY SET FORTH HEREIN. SELLER'S ONLY OBLIGATIONS FOR BREACH OF WARRANTY ARE AS SET FORTH HEREIN. SELLER WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE ARISING IN CONNECTION WITH THE EQUIPMENT, OR IN CONNECTION WITH SELLER'S PERFORMANCE OR BREACH OF ANY OF ITS OBLIGATIONS HEREUNDER, REGARDLESS OF WHETHER BASED IN CONTRACT OR IN TORT, (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, PLANT DOWN TIME, LOSS OF USE OF THE EQUIPMENT, AND CLAIMS, SUITS AND DAMAGES OF THIRD PERSONS, EXCEPT FOR U.S. PATENT INFRINGEMENT CLAIMS TO THE EXTENT PROVIDED IN CLAUSE (B) OF PARAGRAPH 6 ABOVE). IN NO EVENT WILL SELLER'S LIABILITY FOR PERFORMANCE OR BREACH OF ANY OF ITS OBLIGATIONS HEREUNDER EXCEED THE AMOUNT OF THE SALE PRICE THERETOFORE PAID BY BUYER TO SELLER. SELLER NEITHER ASSUMES NOR AUTHORIZES ANYONE TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY OF ANY NATURE WHATSOEVER OR TO MAKE ANY ADDITIONAL REPRESENTATION OR WARRANTY NOT HEREIN CONTAINED RESPECTING THE EQUIPMENT OR SELLER'S OBLIGATIONS. By way of illustration, and not in limitation of the foregoing, no communication, representation or statement made by any sales agent or representative of Seller respecting the performance or operation of the Equipment, or otherwise, is binding upon Seller (the sole and exclusive warranties, representations and obligations of Seller being set forth herein). Further, Seller makes no representation or warranty that the Equipment complies with, or that it will perform or operate in accordance with, the requirements of any law, code, statute, regulation, rule or ordinance of any federal, state, local or other governmental authority (including, but not limited to, any pollution control agency). Seller neither undertakes nor has any obligation to obtain permits, licenses or approvals from any such governmental authority or agency concerning the Equipment or concerning the installation, operation or use thereof. Only such safety devices as are specified in the Proposal and Quotation will be furnished by Seller to Buyer. Buyer shall, at its expense, obtain and install all other safety devices required or desirable due to the nature of the Equipment or due to Buyer's operation of the Equipment. Seller hereby disclaims, and Buyer hereby releases Seller from, all liability arising out of the improper use of the Equipment or from the absence of proper safety devices respecting the Equipment. In no event will Seller be liable for any claim, loss, damage or expense arising out of the sole or contributory negligence of Buyer, its employees, agents, engineers, architects, or other contractors, and Buyer shall indemnify, defend and save Seller harmless therefrom (including, but not limited to, payment of Seller's reasonable attorneys' fees).
8. **PERFORMANCE LEVELS GUARANTY AND ACCEPTANCE TESTS.** In the event that the Equipment and/or Services Quotation page specifies that the provisions of the Performance Levels Guaranty and Acceptance Tests are applicable and the same are included as a part of the Proposal and Quotation, but only in such event, then Seller shall perform all of the additional obligations set forth therein. If the provisions of the Performance Levels Guaranty and Acceptance Tests are applicable, then wherever possible the provisions of these Standard Conditions of Sale are to be construed so as to be consistent with the provisions thereof; but in the event of any irreconcilable inconsistencies, the provisions of the Performance Levels Guaranty and Acceptance Tests will always prevail, govern and control.
9. **FORCE MAJEURE RESPECTING DELIVERIES BY SELLER.** All deliveries by Seller are contingent upon Seller's receiving necessary materials, parts, and components for its manufacture, assembly or supply of the Equipment to Buyer; and Seller's deliveries to Buyer may be delayed, reduced or canceled to the extent affected by delay, reduction or cancellation of shipments thereof from Seller's suppliers. Seller will not be liable for any default, delay, reduction or failure in delivery attributable thereto or attributable to strikes, lock-outs, disputes or disagreements resulting in labor stoppages, plant shutdowns or slowdowns at the facilities of Seller or elsewhere, government regulations, embargo, lack or failure of shipping facilities, military service, war, delays by carriers, casualties, fires, earthquakes, floods, storms, explosions, epidemics, civil commotion or disturbances, acts of God or any other causes or conditions, whether similar or dissimilar to those enumerated, beyond the reasonable control and without the negligence of the Seller. In such circumstances, the time for delivery by Seller will automatically be extended for the period of time Seller is delayed as a result thereof.
10. **MISCELLANEOUS.** All rights and remedies of Seller, whether provided for herein, or conferred by law, or in equity, or by statute, or otherwise are cumulative and not alternative, and can be enforced successively or concurrently. This Agreement cannot be amended except by a subsequent writing signed by Seller. Seller will not be deemed to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by Seller. No delay or omission by Seller in exercising any of its rights or remedies is to be deemed



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to be a waiver thereof, and a waiver in writing on one occasion will be effective only in that specific instance and only for the precise purpose for which given. All communications hereunder must be in writing and are to be deemed to have been duly given and to be effective upon delivery to the party to whom directed. Communications that are sent by U.S. mail, first class, certified, return receipt requested, postage prepaid, are to be deemed to have been delivered 3 days after being so posted. None of Buyer's obligations hereunder may be assigned or delegated without the prior written consent of Seller. All of the provisions hereof will be binding upon and will inure to the benefit of both parties, and their respective successors and permitted assigns. Each of the provisions hereof is severable from each of the others; and if any provision hereof is prohibited or unenforceable under applicable law, such provision will be ineffective only to the extent of such prohibition or unenforceability without invalidating the remainder thereof or the remaining provisions hereof. The captions herein are for convenience of reference only and are not to be used in construing the provisions hereof. The Proposal and Quotation is made, and the contract contemplated hereby is to be substantially performed, in the State of New York, and all of the provisions hereof are in all respects (including, but not limited to, all matters of construction, interpretation, validity, enforcement, performance and the consequences of breach) to be construed in accordance with and governed by the internal laws (excluding all conflict of law rules) of that State (including, but not limited to, the Uniform Commercial Code of New York), as from time to time amended and in effect, and the applicable internal federal laws of the United States of America, as from time to time amended and in effect.



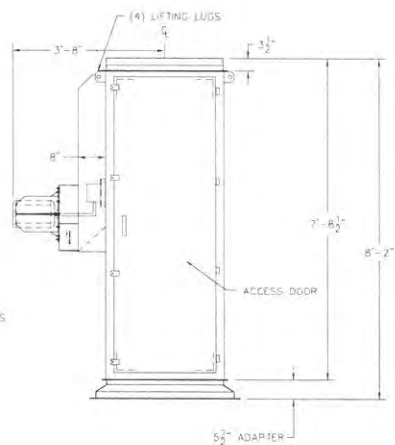


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SCALE	1/4" = 1'-0"	DWG NO.	
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SCALE	1/4" = 1'-0"	DWG NO.	
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GENERAL NOTES

1. MODEL (1) 254-L5
2. CONSTRUCTION
 - DESIGN PRESSURE: +4" - 70" WG
 - DESIGN TEMPERATURE: 70°F
 - WALLS: 1/4 GA HR9
 - TUB SHEET: 1/2 GA
 - FAN HOLDING: 1/4 GA HR9
 - DOOR GASKETS: JURETHANE
3. PAINT
 - INTERIOR & EXTERIOR: POWER TOOL & SOLVENT CLEAN SSPC-SF3
 - PRIME: MICROPOXY R46
 - EXTERIOR GULY FINISH: MICROPOXY R46 (BLUE)
4. BAGS:
 - QTY: [54]
 - FILTER AREA: 375 SF
 - SIZE: 4" X 79" LG
 - MATERIAL: WOVEN POLYESTER SATEN SNAP-IN BAGS
5. ELECTRICAL
 - SHAKER MOTOR: INTERNAL 1/4 HP, 240-~~250~~/360, 1200 RPM
 - FAN MOTOR: ROOF MOUNTED, 5 HP, 240-~~250~~/360, 3600 RPM
6. APPLICATION: SILD BIN VENT
 - MATERIAL: SAND / INE
 - PARTICULATE DENSITY: _____ PCF
 - VOLUME: 1,280 ACFM @ 70°F @ 5" WG. (NEG.)
 - AIR TO CLOTH RATIO: 3.41/FI
 - LOCATION: OUTDOORS
7. GROSS WEIGHT: 1160 LBS (APPROX.)

GRIFFIN FILTERS LLC LIVERPOOL, N.Y.			
SIDE MOUNTED FAN GENERAL ARRANGEMENT			
MODEL: S54-L15 CUS1: VILLAGE OF PALM SPRINGS			
1/16	REVISION	REV	DATE
NOTES: THE DESIGN AND DETAILS OF THIS DRAWING ARE THE PROPERTY OF GRIFFIN FILTERS, INC. AND WILL REMAIN THE EXCLUSIVE PROPERTY OF GRIFFIN FILTERS, INC. IF THE USE OF ANY PART OF THIS DRAWING IN ANY MANNER BY ANY OTHER PARTY WITHOUT THE WRITTEN PERMISSION OF GRIFFIN FILTERS, INC. IS PROHIBITED. THE USER OF THIS DRAWING SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.			
SHOP ORDER NUMBER		DYNAMIC BY	CHECKED BY
APPROVAL NO.		DATE	DATE
AE 172113-02		7/12/19	7/12/19
SCALE: 1/2" = 1'-0"		NO.	
DRAWN BY: J. C. S.		AE-172113-02	

Silo Filter Vents



Silo Filter Vents are used to vent silos into which material is conveyed. As the material fills the silo, it displaces air which must be vented without loss of product. Product collected on the filter bags is returned to the silo by shaking the bags after filling has completed. Silo Filter Vents are available in two series: Natural Vented, where a low positive silo pressure is acceptable, and Blower Assisted, where a negative silo pressure is desirable. A Continuous Duty Vent (72 CS) is also available to provide continuous filtration through two individual compartments, one in the collecting mode while the other is being cleaned. All electric, no air supply is required.

OPERATION

NATURAL VENTS (IS & KS Models)

Displaced air from the silo filling operation is filtered through the bags. After each truck is unloaded the bags must be cleaned. To clean the bags, shake them for approximately 60 seconds. (Mini-C10 control is optional)

BLOWER ASSISTED VENTS (JS & LS Models)

Displaced air from the silo filling operation is filtered through the bags, while being assisted by a blower. After each truck is unloaded the bags must be cleaned. To clean the bags, turn the blower off and shake them for approximately 60 seconds. (Mini-C8 control is optional)

CONTINUOUS DUTY VENT (72 CS)

The baghouse is split into two 36 bag compartments so that one is in use at all times. A timer switches the diverter valve to the opposite side once every hour. The timer can be adjusted to switch sides more frequently if necessary. Each time the damper position is switched, the compartment taken off line is shaken for 60 seconds. (C6G2E control is included)

Controls (Optional)

Mini C-8

Includes solid state one minute timer with automatic stop, terminal blocks, indicator light, and fuse for manual control of blower and activation of cycle (cleaning cycle actuates after blower shuts down), in a NEMA 4 enclosure [115VAC /1/60]. Motor starters not included. Shipped loose for field installation.

Mini C-10

Includes solid state one minute timer with automatic stop, terminal blocks indicator light, fuse and push button control to activate cleaning cycle, in a NEMA 4 enclosure [115VAC/1/60]. Motor starters not included. Shipped loose for field installation.



GRIFFIN FILTERS

106 METROPOLITAN PARK DRIVE ♦ LIVERPOOL, NY 13088, USA
Tel: (315) 451-5300 ♦ Fax: (315) 451-2338

SILO FILTER VENT UNITS

Model No	No of Bags	Bag Length (in.)	Cloth Area (sq. ft.)	Shaker Motor		Blower		Optional Control Panel NEMA 4	Wt. (lbs)
				HP	Rating	Motor HP*	CFM @ 6" WC		
36-IS	36	36 1/2	125	1/6 HP	1800, 115/1/60			C10	415
36-KS	36	79	250	1/8 HP	1200, 115/1/60			C10	665
54-IS	54	38 1/2	188	1/4 HP	1200, 230-460/3/60			C10	550
54-KS	54	79	375	1/4 HP	1200, 230-460/3/60			C10	980
72-IS	72	38 1/2	250	1/4 HP	1200, 230-460/3/60			C10	700
72-KS	72	79	500	1/4 HP	1200, 230-460/3/60			C10	1280
36-JS	36	38 1/2	125	1/6 HP	1800, 115/1/60	2	920	C8	585
36-LS	36	79	250	1/6 HP	1200, 115/1/60	5	1280	C8	845
54-JS	54	38 1/2	188	1/4 HP	1200, 230-460/3/60	5	1280	C8	665
54-LS	54	79	375	1/4 HP	1200, 230-460/3/60	5	1280	C8	1160
72-JS	72	38 1/2	250	1/4 HP	1200, 230-460/3/60	5	1280	C8	1000
72-LS	72	79	500	1/4 HP	1200, 230-460/3/60	5	1810	C8	1600
72 CS	72	79	500	1/6 HP (2)	1200, 115/1/60	5	1280	included	1410

Width
Depth
Overall Height

36-IS	37	37	51
36-KS	37	37	91
36-JS	37	37	65
36-LS	37	37	110
54-IS	57	37	51
54-KS	57	37	91
54-JS	57	37	70
54-LS	57	37	110
72-IS	74	37	51
72-KS	74	37	91
72-JS	74	37	70
72-LS	74	37	110
72 CS	70	34	110



Companion Flange

Companion Flange
Slanted Roof Adapter
(18 degree slope)
Box Roof Adapter

1 1/2" tall
6" short side
16" tall side
6" tall



Slanted Roof Adapter



Box Roof Adapter

Automatic Overfill Control System

The Griffin Overfill Control System, consisting of a closing valve, limit switch and control panel, completely automates silo filling and venting while preventing overfill and resulting damage. It is designed to operate on any pneumatic silo filling system with any number of fill pipes. If the high bin signal is clear when the trucker connects his hose to the fill pipe, the butterfly valve will open and the silo will accept material. When the high bin indicator is activated, an alarm will sound telling the trucker to stop his unloading operation. In 90 seconds the butterfly valve will close, sealing off the fill pipe and making it impossible for the trucker to continue pumping in material. The bags in the dust collection system will then automatically shake clean.

OCS Model	Fill Size (in.)	Pipe Qty. (sq. ft.)	Silo Compartments	Closings Valve
OCS411	4	1	1	1
OCS511	5	1	1	1
OCS421	4	2	1	2
OCS521	5	2	1	2
OCS422	4	2	2	2
OCS522	5	2	2	2

Note: A bin level indicator is required to activate this control system. Pressure safety valve and alarm bell are optional

DESCRIPTION	PART NO
BIN LEVEL INDICATOR	950-KA301-KB1
PRESSURE SAFETY VALVE	800-PSV
ALARM BELL	900-340-4N5



GRIFFIN FILTERS

106 METROPOLITAN PARK DRIVE ♦ LIVERPOOL, NY 13088, USA

Tel: (315) 451-5300 ♦ Fax: (315) 451-2338

DUST COLLECTION TECHNOLOGIES FOR INDUSTRY



ABOUT GRIFFIN FILTERS

Griffin Filters has been a leader in fabric filter dust collection since 1964. We have over 25,000 installations worldwide, serving many of the world's top manufacturers. Our knowledge and experience give us unique insights into diverse industries and allows us to design efficient and cost-effective solutions for an array of applications.

INDIVIDUALIZED SOLUTIONS

The core of our business is innovative design and application knowhow. If one of our standard products can't match your unique requirements, we'll custom design one that can.

The Griffin focus on individualized solutions means optimum performance and cost effectiveness for our customers. It provides single-source convenience and economy. And it's how our company has earned ongoing business from many of the world's top manufacturers.

THE RIGHT ENGINEERING

It starts with our network of highly experienced, fully trained sales representatives who understand dust collection applications. It's strengthened through the in-depth knowledge of our dedicated application and design engineers. It's honed to a fine edge, both through years of experience and constant training.

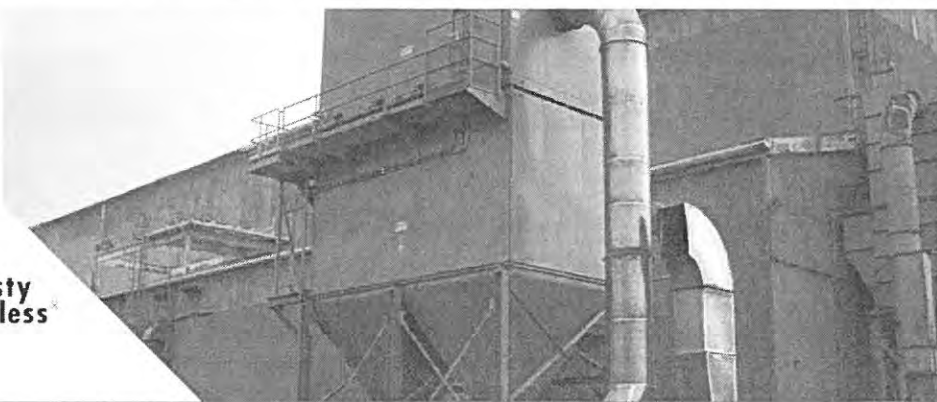
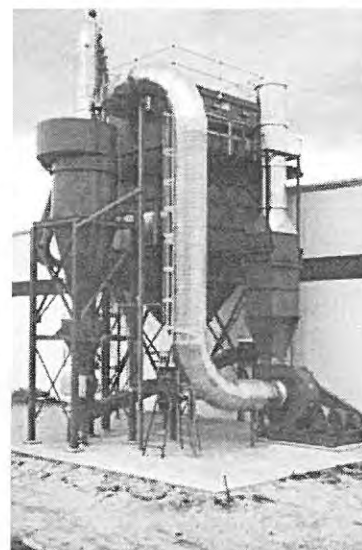
Griffin's engineering and production expertise are reflected in every dust collection system we make, including those for:

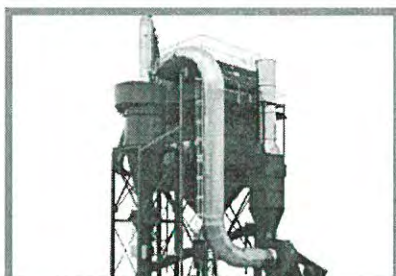
- Corrosive and toxic environments
- High temperatures to 1650°F
- Flammable materials
- Explosion potential
- Food grade finishes
- Ultra fine dusts
- ASME certified vessels

THE QUALITY PARTS YOU NEED.

With our large inventory of competitively priced parts and accessories, we ship stock items within 24 hours. And because we stand behind our products, we can supply parts for our collectors - regardless how long they've been in service.

CALL YOUR GRIFFIN REPRESENTATIVE
AND DISCOVER
HOW WE CAN MEET YOUR DUST
COLLECTION NEEDS





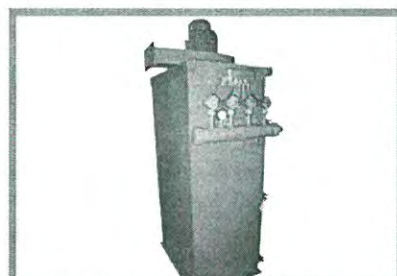
JET-AIRE

Stand-alone Pulse Jet



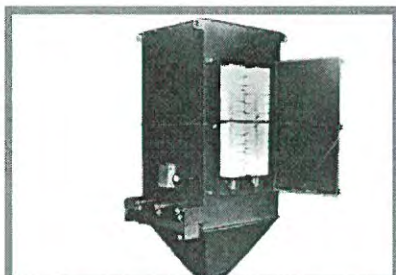
JET-AIRE

Modular Pulse Units Pulse Jet



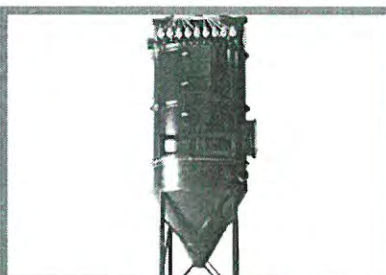
JET-VENT

Bottom Loading Pulse Units



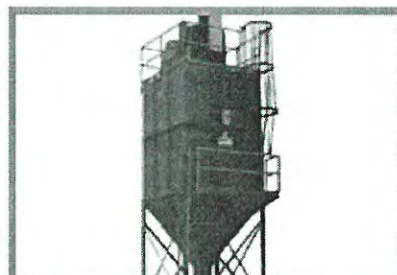
VECT-AIRE

Downflow Cartridge Collector



CYLINDRICAL FILTER RECEIVER

High Vacuum & Product Recovery



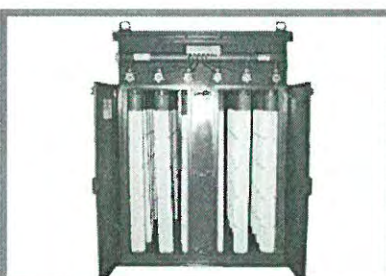
MECHANICAL SHAKER

Intermittent & Continuous Duty



HIGH TEMPERATURE

CERAMIC FILTER (HGPU)



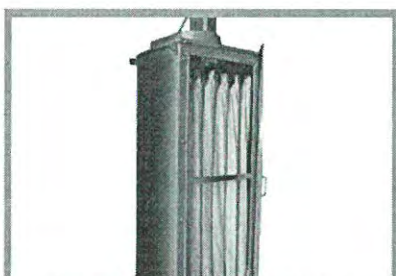
PLEATED BAG COLLECTOR

Bottom or Top Bag Removal



PHOENIX

Horizontal Cartridge Collector



SILO FILTER VENT

Mechanical Shaker Collector



DUSTLESS DEBAGGER

Manual, Motorized or Pulse Clean



TOP-LOAD CARTRIDGE

Easy Maintenance



GRIFFIN FILTERS

106 METROPOLITAN PARK DRIVE | LIVERPOOL, NY 13088, USA
Tel: (315) 451-5300 | Fax: (315) 451-2338
info@griffinfilters.com | griffinfilters.com



Village of Palm Springs

PUBLIC SERVICE DEPARTMENT

MEMORANDUM

TO: David Harden – Public Service Director

FROM: Matthew Hammond, PE 

CC: Don Ray, Kimberly Wynn

RE: Dust Collector Replacement - Recommendation of Award

DATE: July 25, 2017

On June 30, 2017, the Advertisement for Bids for the purchase of four dust collectors to replace the existing dust collectors mounted on the lime and sand silos at the Main WTP and Pratt WTP were published in the Lake Worth Herald and on Demandstar. Bids were received up to July 25, 2017 at 10:00 AM and read aloud in the Council Chambers. Four bids were received from Griffin Filters, LLC, Jamieson Equipment Company, Inc., MKI Service, Inc., and Gulftech Enterprises, Inc. ranging from \$38,759.40 to \$79,600.00. Each bid was processed by the Village Clerk and subsequently reviewed by Utilities staff for responsiveness. The bid tabulation is attached.

Three of the four bidders were non-responsive for various items including failure to provide a bid bond/cashier's check, failure to acknowledge all addenda, and failure to include the minimum required spare parts in the base bid price. It should be noted that there were ambiguities in the bid package on the requirement to include a bid bond/cashier's check and inclusion of spare parts in the base bid price.

The lowest base bid submitted meeting the required technical specifications was submitted by Griffin Filters, LLC. The submittal by Griffin Filters, LLC included two informalities (Addendum No. 1 not acknowledged and minimum required spare parts not included in the bid price) that do not affect the ranking of the base bids. These informalities are recommended to be waived. While not meeting the minimum spare parts required the spare parts included in the base bid are sufficient and no additional spare parts are recommended to be purchased at this time. After review of the bid packages Utilities staff recommends the award of the purchase to Griffin Filters, LLC in the amount of \$38,759.40.

Village of Palm Springs
East WTP & Pratt WTP Dust Collectors
Bid Tabulation

	Griffin Filters, LLC	Jamieson Equipment Company, Inc.	MKI Service, Inc.	Gulftech Enterprises, Inc.
Base Bid (including spare parts)	\$ 38,759.40	\$ 46,827.76	\$ 79,600.00	\$ 70,655.00
Bid Bond/Cashiers Check	Yes	No	Yes	No
Submission Checklist	Yes	Yes	Yes	Yes
Equipment Submittal	Yes	Yes	Yes	Yes
Warranty	Yes	Yes	Yes	Yes
Addendum No. 1	No	No	Yes	Yes
Addendum No. 2	Yes	No	Yes	Yes
Minimum Required Spare Parts Included	No	No	Yes	No
Technical Specifications Met	Yes	Yes	Yes	No

Notes:

- 1) The base bid from Jamieson Equipment Company, Inc. (\$38,920.00) did not include required spare parts. Spare parts were listed seperately for an additional \$7,907.76.
- 2) The base bid from Gulfstream Enterprises, Inc. (\$40,468.00) did not include spare parts or warranty. Spare parts and the warranty were listed seperately for an additional \$16,407.00 and \$13,780.00 respectively.

Brent Morgan

From: Brian Shutt <bshutt@torcivialaw.com>
Sent: Friday, August 04, 2017 8:21 AM
To: Brent Morgan

Brent, pursuant to our phone conversation, Section 58-5(4)(b) –

Waiver of irregularities. The village manager shall have the authority to waive all nonmaterial irregularities on any and all bids, proposals or other responses requested. Nonmaterial irregularities are those irregularities which do not substantially affect price and/or competition.

Provides that the Village Manager may waive any nonmaterial irregularities on bids. Based on my conversation with Matt Hammond the two minor items that the vendor failed to provide in the dust collector bid would be nonmaterial.

Thanks, Brian

R. Brian Shutt, Esquire

TORCIVIA, DONLON, GODDEAU & ANSAY, P.A.

Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, FL 33407
(561) 686-8700
(561) 686-8764 fax
bshutt@torcivialaw.com
www.torcivialaw.com

THE INFORMATION CONTAINED IN THIS TRANSMISSION IS ATTORNEY PRIVILEGED AND CONFIDENTIAL. IT IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE COLLECT AND RETURN THE ORIGINAL MESSAGE TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. WE WILL REIMBURSE YOU FOR YOUR EXPENSES. THANK YOU.

MKI SERVICES, INC.

210 University Drive, Suite 500 ■ Coral Springs, FL 33071 ■ (954) 755-2092 Fax (954) 341-9370
725 Primera Boulevard, Suite 155 ■ Lake Mary, FL 32746 ■ (407) 805-0063 Fax (407) 805-0062

DATE: June 3, 2015
TO: Mr. Don Ray – Village of Palm Springs
FROM: John M. Mushinsky
SUBJECT: Replacement Dust Collectors
Lime Silos – Main WTP & R.L. Pratt WTP

Don:

As a follow-up to our conversation regarding dust collectors MKI Services, Inc. is pleased to offer the following equipment for your consideration on the above referenced project.

The existing dust collectors that you have at the WTP's – Fuller Kovako FM3 Unifilters are no longer available. We have recently supplied an alternate style dust collector to the City of Sunrise as a replacement. Included with this proposal is a submittal document from the City of Sunrise – Springtree WTP that details the proposed dust collector, a Donaldson – Torit Model UMA 250.

The Model UMA 250 does not require compressed air and works similarly to what you have existing, i.e. it has a fan and shaker motor. Therefore it should be compatible with your existing Lime Silo unloading panels at both plants.

PROPOSAL:

1. One (1) Donaldson-Torit dust collectors - Model UMA 250. Painted carbon steel construction as shown in the reference submittal document.
2. One (1) Adapter Flange to adapt the new dust collector mounting to the existing silo flange. Typical as shown in the reference submittal document.

BUDGET PRICE:

One (1) Dust Collector & Flange

\$ 35,500.00

PAYMENT TERMS: 90% NET 30 Days, 10% Retainage up to a maximum of 120 days.

SUBMITTALS: Available 6 to 8 weeks after receipt and acceptance of your purchase order.

SHIPMENT: Shipment can be made 12 to 16 weeks after receipt of final drawing approval and release for manufacture. All shipments are F.O.B. factory with full freight allowed to the jobsite. All claims for damage or loss during shipment shall be initiated by the purchaser.

MKI SERVICES, INC.

Mr. Don Ray
June 3, 2015
Page 2

SERVICE: Field service is included as specified and called out above. If additional service is required, it is available at a daily rate of \$750 per day plus travel and living expenses.

TAXES: This proposal does not include any sales or use taxes of any kind.

VALIDITY: This proposal is firm for 60 days after which it is subject to withdrawal or change without notice.

If you have any questions regarding this scope please contact me at our Coral Springs office.

Very truly yours,
MKI SERVICES, INC.



John M. Mushinsky



Village of Palm Springs

Executive Brief

AGENDA DATE: August 10, 2017

DEPARTMENT: Public Service

ITEM #6: Approve Contract Award - SCADA System Improvements - 11 Lift Stations & Monitoring System (RFP # 2017R-004) - Public Service Department

SUMMARY: The Public Service Department has a need to install a Supervisory Control and Data Acquisition (SCADA) system to improve the reliability of the Village's wastewater collection system. A proposed SCADA system would include the installation of an electronic monitoring system that achieves control at each of the Village's lift stations and provides data on how the station is operating (i.e., flow rates, rainfall rates, etc.). This proposed system will result in a significant benefit to our customers through reduced response times to station problems as well as to the Village by reducing liability (in terms of wastewater overflows/backups) and will result in fewer equipment repairs (and lower capital and ongoing maintenance costs) due to early detection and diagnosis of problems. Currently, the Village's wastewater collection system includes approximately sixty-five (65) lift stations and three (3) vacuum pump stations throughout our utility service area. These stations are critical to providing proper collection services to our approximately 11,785 accounts and it is imperative that they continue to function properly. By installing a SCADA system at each lift station, the Village will be assured of fewer collection system problems and will be able to provide enhanced customer service.

The conceptual design for this multi-year project was approved and completed previously by the Village's contracted engineering firm. Recently, the Village approved Task Order #134 (July 13, 2017) to provide construction services for the entire project (expected to be completed over 5-years). Staff is recommending beginning the 1st phase of this project during the current fiscal year and extending into FY 2018 by adding SCADA system improvements to eleven (11) existing lift stations and installing a new SCADA monitoring system at the Utilities Maintenance Building, located at 2400 Kirk Road. To ensure the most qualified design/build firm was selected for this project, staff issued a Request for Proposals (RFP) to obtain competitive proposals for SCADA System Improvements (RFP #2017R-004 - July 28, 2017). As a result, the Village received three (3) proposals from the following firms:

- Electron Corporation of South - Florida Jupiter, FL
- Engineer Service Corporation - Jacksonville, FL
- Santis Corporation - Cape Canaveral, FL

In an effort to evaluate the bids that were received, the Village Manager appointed a five (5) member Employee Committee. The Committee met on August 4, 2017, and after being properly noticed (i.e.,

posted on the Public Notification Board and notice to the PBC Inspector General's Office) evaluated each vendor's proposals based on the following:

- Background & Experience
- Location
- Experience with Village of Palm Springs' SCADA System
- Team Work History
- Schedule
- Cost

As a result, the Employee Committee unanimously recommended Engineer Service Corporation to install the Village's SCADA System Improvements - 1st Phase - in the amount \$315,000, which exceeded the project's estimate by 5%. If approved, the proposed project is expected to be completed by the end August of 2018 and the Village's lift station system will remain operational during the improvements to ensure continuous collection service to our customers.

The proposed agreement was reviewed by the Village Attorney, Public Services Director, Assistant Public Service Director/Engineer and Finance Director.

The proposed vendor has previously performed work for the Village and staff was satisfied with the quality of the work provided.

FISCAL IMPACT:

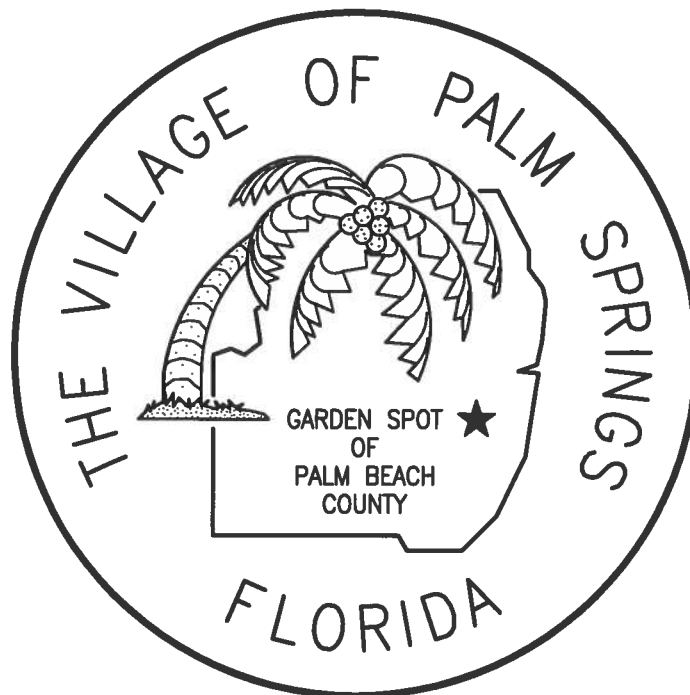
Funding to support the proposed contract is available within the Water and Sewer Enterprise Fund.

ATTACHMENTS:

1. Request for Proposals (RFP) for SCADA System Improvements - RFP#2017R-004
2. Design Intent/Concept Drawings for SCADA System Improvements
3. Engineer Service Corporation Proposal
4. Employee Selection Committee Memo
5. Employee Selection Committee Scoring Summary and Scoring Sheets
6. Employee Selection Committee Recommendation Memo

**CONTRACT DOCUMENTS
FOR THE
SCADA SYSTEM IMPROVEMENTS**

RFP NO. 2017R-004



**For
VILLAGE OF PALM SPRINGS
FLORIDA**

FOR INFORMATION REGARDING THIS PROJECT CONTACT :

**ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110
CORAL SPRINGS, FL. 33067
(954) 510-4700
CA NO. 7803**

SPECIFICATIONS

**PROJ NO : 400-068.01
DATE : JULY 5, 2017**

RFP DOCUMENTS

CONTRACT DOCUMENTS
for the construction of
SCADA SYSTEM IMPROVEMENTS
for the
VILLAGE OF PALM SPRINGS

* * * * *

CONSISTING OF:
PROPOSAL REQUIREMENTS
CONTRACT FORMS
CONDITIONS OF THE CONTRACT
DRAWINGS/SPECIFICATIONS

* * * * *

ECKLER ENGINEERING, INC.
4700 Riverside Drive, Suite 110
Coral Springs, Florida 33067
License Number: CA7803

July 5, 2017

Project No. 400-068.01

Douglas K. Hammann, P.E., 50589
General, Process, Electrical

SECTION 00020

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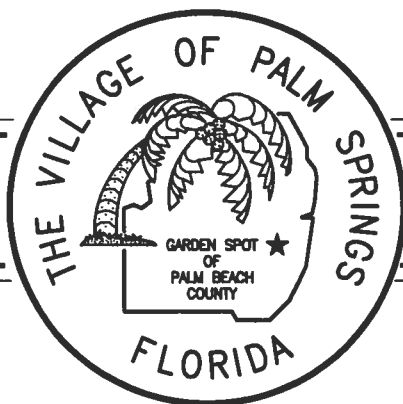
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END OF SECTION

PART 1



BIDDING REQUIREMENTS

SECTION 00030

REQUEST FOR PROPOSAL

The Village Council, Village of Palm Springs, Florida, will receive sealed proposals for:

SCADA SYSTEM IMPROVEMENTS
(RFP No. 2017R-004)

DUE DATE: July 28, 2017

DUE TIME: 2:00 P.M.

at 226 Cypress Lane, Palm Springs, Florida, 33461. At such time, all sealed proposals received will be acknowledged in public and Proposer's name read aloud by the Village Manager or his designee (Bid/Proposal amounts will not be read aloud).

Each proposal must be accompanied by a bid bond or cashier's check in an amount of not less than five percent (5%) of the total bid amount. No proposal may be withdrawn after submittal for a period of ninety (90) days. The Village Council reserves the right to waive informalities in the Proposal's or to reject all Proposal's.

Proposal documents may be downloaded at the Village's website at: www.vpsfl.org. Hard copies of proposal documents may be obtained at the office of Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida, 33067, upon payment of the amounts listed below which are nonrefundable.

<u>Document Set Type</u>	<u>Cost</u>
One (1) Specification Booklet and one (1) set of half size drawings (11" x 17")	\$120.00/set
One (1) CD or DVD with one (1) Specification Booklet, and one (1) set of half size drawings (11" x 17"). Documents will be in Adobe .pdf format.	\$40.00/CD or DVD

In accordance with the Palm Beach County Lobbyist Registration Ordinance and the VILLAGE's procurement code, the VILLAGE's procurement cone of silence will be in effect as of the deadline to submit a response to this Request for Proposal. A complete copy of the VILLAGE's procurement code is available online at <http://municode.com> under the VILLAGE's code of ordinances (Section 58-5). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain VILLAGE officials, employees and agents and any entity or person seeking to be awarded a contract (including lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the VILLAGE to end the selection process.

VILLAGE OF PALM SPRINGS

By: Kimberly Wynn, Village Clerk
Publish: Lake Worth Herald and Demandstar
July 6, 2017

SECTION 00100

INSTRUCTIONS TO PROPOSERS

1. DEFINED TERMS

Terms used in these Instructions to Proposers which are defined in the Standard GENERAL CONDITIONS of the Contract Between Owner and DESIGN/BUILDER have the meanings assigned to them in the GENERAL CONDITIONS. The term "Proposer" means one who submits a Proposal directly to OWNER, as distinct from a sub-Proposer, who submits a bid to a Proposer. The term "Successful Proposer" means the most qualified, responsible and responsive Proposer to whom OWNER (on the basis of OWNER's evaluation as hereinafter provided) makes an award. The term "Request for Proposal Documents" includes the Request for Proposals, Instructions to Proposers, the Proposal Form, Specifications, Design Intent Drawings, and the proposed Contract Documents (including all Addenda issued prior to receipt of Proposals).

1.1 These terms, when used in the context of these documents, CONTRACTOR, Proposer, proposer, and DESIGN/BUILDER are to be interpreted to have the same meaning.

2. COPIES OF PROPOSAL/BIDDING DOCUMENTS

2.1 Complete set(s), of the Proposal/Bidding Documents can be obtained from the ENGINEER, Eckler Engineering, Inc., 4700 Riverside Drive, Suite 110, Coral Springs, Florida 33067 for the costs listed below which represents reproduction costs and are non-refundable.

<u>Document Set Type</u>	<u>Cost</u>
One (1) Specification Booklet and one (1) set of half size drawings (11" x 17")	\$120.00/set
One (1) CD or DVD with one (1) Specification Booklet, and one (1) set of half size drawings (11" x 17"). Documents will be in Adobe .pdf format.	\$40.00/CD or DVD

2.2 Complete sets of Proposal/Bidding Documents must be used in preparing Proposal/Bids; neither OWNER nor ENGINEER assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 OWNER and ENGINEER in making copies of Proposal/Bidding Documents available on the above terms do so only for the purpose of obtaining Proposals on the Work and do not confer a license or grant for any other use.

3. SCOPE OF SERVICES

3.1 Scope of Services shall be as defined in Section 01010 - Summary of Work.

4. PROJECT BUDGET

4.1 OWNER's current budget for this project is \$300,000.

5. PROPOSAL REQUIREMENTS

5.1 Proposal information shall be submitted as indicated below and in the order listed in Section 00301 - Proposal Submission Checklist.

5.2 Qualifications Submittal (Envelope A)

Submit completed Section 00305 - Proposer Qualifications/Technical Submittal (Envelope A), inclusive of the following:

5.2.1 Submit DESIGN/BUILDERS team organization chart including a brief description of all team member firms (CONTRACTOR and ENGINEERING).

5.2.2 Submit proof of insurance per coverages specified in Section 00820 - Supplementary Conditions.

5.2.3 Submit resumes of all key project personnel. OWNER expects those submitted be those who actually perform the work. No substitutions will be permitted except in dire conditions.

5.2.4 Submit information on similar scope and size projects completed by DESIGN/BUILD team over the last five (5) years.

Include description of each reference project and include overall cost and project OWNER's contact information.

5.2.5 Submit list of projects completed for the Village of Palm Springs by DESIGN/BUILD team or DESIGN/BUILD team members.

5.2.6 Submit the name(s) of all subcontractors who will be used during the construction phase of the project.

5.2.7 Submit copies of all DESIGN/BUILD team member licenses applicable to complete this project.

5.2.8 Submit a CPM Schedule of Activities which should cover start of project through Final Completion.

5.3 Price Proposal (Envelope B)

5.3.1 Submit Section 00301 - Proposal Submission Checklist.

5.3.2 Submit Section 00310 - Proposal Form.

5.3.3 Submit Section 00320 - Electric File(s) Disclaimer.

5.3.4 Submit Section 00410 - Bid Bond.

5.3.5 Submit Section 00415 - Public Entity Crimes.

5.3.6 Submit Section 00420 - Drug-Free Workplace.

5.3.7 Submit Section 00425 - Non-Collusive Affidavit.

5.3.8 Submit acknowledged copies of all addenda.

6. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

6.1 It is the responsibility of each Proposer before submitting an Proposal, to (a) examine the Contract Documents thoroughly, (b) visit the site(s) to become familiar with local conditions that may affect cost, progress, performance or furnishing of the Work, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (d) study and carefully correlate Proposer's observations with the Contract Documents, and (e) notify ENGINEER of all conflicts, errors or discrepancies in the Contract Documents.

6.2 Information and data reflected in the Contract Documents with respect to Underground Facilities at or contiguous to the site(s) is based upon information and data furnished to OWNER and ENGINEER by owners of such Underground Facilities or others, and OWNER does not assume responsibility for the accuracy or completeness thereof unless it is expressly provided otherwise in the SUPPLEMENTARY CONDITIONS.

6.3 Provisions concerning responsibilities for the adequacy of data furnished to prospective Proposers on subsurface conditions, Underground Facilities and other physical conditions, and possible changes in the Contract Documents due to differing conditions appear in Paragraph 4.2 of the GENERAL CONDITIONS.

6.4 Before submitting an Proposal, each Proposer will, at Proposer's own expense, make or obtain any additional examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site(s) or otherwise which may affect cost, progress, performance or furnishing of the Work and which Proposer deems necessary to determine its Proposal for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

6.5 On request in advance, OWNER will provide each Proposer access to the site(s) to conduct such explorations and tests as each Proposer deems necessary for submission of an Proposal. Proposer shall fill all holes, clean up and restore the site(s) to its former condition upon completion of such explorations.

6.6 The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by DESIGN/BUILDER in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by DESIGN/BUILDER. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by OWNER unless otherwise provided in the Contract Documents.

6.7 The submission of an Proposal will constitute an incontrovertible representation by Proposer that Proposer has complied with every requirement of this Article 6, that without exception the Proposal is premised upon performing and furnishing the Work required by the Contract Documents and such means, methods, techniques, sequences or procedures of construction as may be indicated in or required by the Contract Documents, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

7. INTERPRETATIONS AND ADDENDA

7.1 All questions about the meaning or intent of the Contract Documents are to be directed to ENGINEER. Interpretations or clarifications considered necessary by ENGINEER in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by ENGINEER as having received the Request for Proposal Documents. Questions received less than ten days prior to the date for opening of Proposals may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.2 Addenda may also be issued to modify the Request for Proposal Documents as deemed advisable by OWNER or ENGINEER.

8. CONTRACT TIME

8.1 Contract times shall be as specified in the proposal form, Agreement and Summary of Work.

9. LIQUIDATED DAMAGES

9.1 Liquidated damages shall be as defined in Section 00520 - Agreement, Article 3.03.

10. SUBMISSION OF PROPOSALS

10.1 Submittal shall follow the order per Section 00301 - Proposal Submission Checklist. Submit one (1) original and five(5) copies of the proposal. Original shall be clearly marked "Original".

10.2 Proposals shall be submitted in a singular sealed package (i.e. envelope, box, etc.) with the following information clearly indicated on the exterior:

"Sealed Proposal"
Proposal Number RFP 2017R-004
SCADA SYSTEM IMPROVEMENTS
Due Date: July 28, 2017

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Attn: Village Clerk

10.3 Format of Proposal shall be as follows:

10.3.1 All documentation shall be prepared and presented in appropriately sized 3-ring binder.

10.3.2 Table of Contents of proposal shall follow Article 5, proposal requirement presented herein, and Section 00301 - Proposal Submission Checklist. Provide a divider between Envelope A and Envelope B information.

10.3.3 All blanks of the specified documents to be included must be completed in ink or typewritten.

10.3.4 Signature Requirements

10.3.4.1 Where indicated, all documents must be correctly signed.

10.3.4.2 Documents submitted by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

10.3.4.3 Documents submitted by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

10.3.4.4 All names must be typed or printed below the signature.

10.4 Please include a cover letter with the proposal submittal. Cover letter shall provide an executive summary of the proposal contents. Cover letter

shall be addressed as specified above in Article 10.2

10.5 Proposals shall be submitted before the time, date and place indicated in section 00030 - Request for Proposal.

10.5.1 Only proposals received and stamped in by the time and date specified in section 00030 - Request for Proposal, will be considered.

10.5.2 Faxed or emailed proposals will not be accepted.

10.6 It is a Proposer's sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. The Village of Palm Springs will not be responsible for any expenses incurred in connection with the preparation and/or delivery of a proposal.

10.7 Upon receipt, all proposals and information submitted with each proposal become "public record" and property of the VILLAGE and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. In order to possibly be exempt from disclosure, a Proposer must invoke the specific exemptions to disclosure provided by law in their proposal by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary. The VILLAGE has the right to use any or all information/material submitted in response to this Proposal and/or any resulting contract from it (subject to any limitations set forth in law). Disqualification of a proposer does not eliminate this right.

11. MODIFICATION AND WITHDRAWAL OF PROPOSALS

11.1 Proposal may not be modified after the specified date and time of submittal.

11.2 If, within twenty-four (24) hours after Proposals are opened, any Proposer files a duly signed, written notice to OWNER and promptly thereafter demonstrates to the reasonable satisfaction of OWNER that there was a material and substantial mistake in the preparation of its Proposal, that Proposer may withdraw its Proposal. Thereafter, that Proposer will be disqualified from further proposing on the Work to be provided under the Contract Documents. Faxed copies of Proposal withdrawal notices shall not be acceptable.

12. OPENING OF PROPOSALS

12.1 Proposals will be opened (unless obviously non-responsive) and receipt acknowledged publicly.

12.2 Proposals shall not be evaluated and cost proposal will not be read at the opening.

13. PROPOSALS TO REMAIN SUBJECT TO ACCEPTANCE

13.1 All Proposals will remain subject to acceptance for ninety (90) days after the day of the Proposal opening, but OWNER may, in its sole discretion, release any Proposal and return the Bid security prior to that date.

13.2 Extensions of time when Proposal shall remain open beyond the ninety (90) day period may be made only by mutual agreement between OWNER and the successful Proposer.

14. EVALUATION OF PROPOSALS

14.1 OWNER will assemble an evaluation committee comprised of VILLAGE STAFF

and ENGINEER. The committee shall evaluate the proposals and recommend the top ranked DESIGN/BUILD firm for Contract award phase.

14.2 The committee shall evaluate proposals based on the following criteria:

14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. **20 points**

14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-14, local preference. **5 points**

Bidder located within Village of Palm Springs = 5 pts
Bidder located within Palm Beach County = 4 pts
Bidder located within the State of Florida = 2 pts
Bidder located outside the State of Florida = 0 pts

14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. **20 points**

14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. **10 points**

14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? **15 points**

14.2.6 Project Cost Proposal **30 points**

Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows:

Firm A = \$20,000 (low proposal) = 30 points
Firm B = \$25,000
Firm B = \$20,000 ÷ \$25,000 (30 points) = 24 points
Firm C = \$28,000
Firm C = \$20,000 ÷ \$28,000 (30 points) = 21 points

14.2.7 Maximum available points = 100 points

14.2.8 In the event of a tie between two or more DESIGN/BUILD firms, Drug-Free Workplace Certification (Section 00420) shall be the first tie break. Should the tie remain, then oral presentations may be requested as a method of tie break.

14.2.9 Notification of top three (3) ranked DESIGN/BUILD firms with evaluation scores shall be submitted to all proposers of record following completion of evaluation phase.

15. NEGOTIATION PHASE

15.1 OWNER shall negotiate a recommendation of award with the top ranked DESIGN/BUILD firm.

15.2 Should OWNER and top ranked DESIGN/BUILD firm not agree on a recommendation of award, then negotiations shall continue with second ranked firm and so on until agreement is reached.

15.3 OWNER reserves the right to reject any and all Proposals, to waive any and all informalities, and the right to disregard all nonconforming, nonresponsive, unbalanced or conditional Proposals. Also, OWNER reserves the right to reject the proposal of any Proposer if OWNER believes that it would not be in the best interest of the Project to make an award to that Proposer, whether because the Proposal is not responsible or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by OWNER.

16. AWARD OF CONTRACT

16.1 Following completion of the negotiation phase, a recommendation of award shall be made to the VILLAGE Council.

16.2 If the contract is to be awarded, it will be awarded to the most qualified, responsible, and responsive proposer whose evaluation by OWNER indicates to OWNER that the award will be in the best interests of the Project.

16.3 If the contract is to be awarded, OWNER will give the Successful Proposer a Notice of Award within ninety (90) days after the day of the Proposal opening.

17. SIGNING OF AGREEMENT

17.1 When OWNER gives a Notice of Award to the Successful Proposer, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter CONTRACTOR shall sign and deliver the required number of counterparts of the Agreement and attached documents to OWNER with the required Bonds. Within fifteen (15) days thereafter OWNER shall deliver one fully signed counterpart to CONTRACTOR. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

18. CONTRACT SECURITY

18.1 Paragraph 5.1 of the GENERAL CONDITIONS and the SUPPLEMENTARY CONDITIONS set forth OWNER's requirements as to Performance and Payment Bonds. When the Successful Proposer delivers the executed Agreement to OWNER, it must be accompanied by the required bonds per Section 00610 - Performance Bond and 00620 - Payment Bond.

18.2 Bonds shall comply with 255.05 Fla. Stat.

18.3 Bonds shall be recorded in the official records in and for Palm Beach County.

18.4 Bonds should incorporate the Contract Documents by reference including but not limited to any amendments or modifications thereto.

18.5 Bond(s) shall include prompt response time by the Surety in the event any claims are made or the DESIGN/BUILDER is defaulted.

19. TAXES

19.1 Proposer shall include in their bid portion of the proposal all applicable sales, consumer, use and other similar taxes required by law. Proposer is responsible for reviewing the pertinent state statutes involving the sales tax and complying with all requirements.

20. SCHEDULE OF EVENTS

20.1 Following is the anticipated schedule for this project. (OWNER reserves the right to revise this schedule as needed.)

<u>Event</u>	<u>Date (On or By)</u>
1. Project Advertisement	7-6-17
2. Cutoff date for questions/RFI's from Proposers	7-21-17
3. Proposal Due Date	7-28-17
4. Proposal Evaluations	7-28-17 to 8-4-17
5. Recommendation of Award	8-4-17
6. Finalize Contracts	8-5-17 to 8-9-17
7. VILLAGE Council Award (estimated)	8-10-17
8. Notice to Proceed (estimated)	9-1-17
9. Substantial Completion	9-1-18
10. Final Completion	10-1-18

21. QUESTIONS.

21.1.1 Questions shall be submitted in writing to:

Mr. Doug Hammann, P.E.
Eckler Engineering, Inc.
4700 Riverside Drive, Suite 110
Coral Springs, FL 33067
954/510-4700 (Phone); 954/755-2741 (Fax)
Email: dhammann@ecklerengineering.com

22. MISCELLANEOUS INFORMATION

22.1 VILLAGE Code of Ordinances Provisions

22.1.1 *Public Entity Crimes Act.* In accordance with the Public Entity Crimes Act contained in F.S. § 287.133, and the VILLAGE requires that vendors supplying goods or services in the amount of \$25,000.00 or more must acknowledge receipt of information about the law, and compliance with the statutory provisions. A public entity crime is a violation of law related to the transaction of business with any public entity involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

22.1.2 *Drug-Free Workplace.* The VILLAGE is a drug-free work place and has adopted a substance abuse policy in accordance with and pursuant to F.S. § 440.102. In order to maintain a drug-free work place the VILLAGE requires that bidders furnishing services on site at VILLAGE facilities abide by the policy, and provide certification that the bidder and each subcontractor used by the bidder, on site, has implemented a drug-free work place program in compliance with F.S. § 287.087.

22.1.3 *Nondiscrimination.* The VILLAGE is an equal opportunity employer, and it is the VILLAGE's policy to provide equal opportunity to all vendors consistent with the laws of the state. The VILLAGE intends to prohibit illegal

discrimination against any person or business in pursuit of these opportunities based on race, color, national origin, religion, sex, age, or disability.

22.1.4 Cone of Silence. In accordance with the Palm Beach County Lobbyist Registration Ordinance and the VILLAGE's procurement code, the VILLAGE's procurement cone of silence will be in effect as of the deadline to submit a response to this Request for Proposal. A complete copy of the VILLAGE's procurement code is available online at <http://municode.com> under the VILLAGE's code of ordinances (Section 58-5). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain VILLAGE officials, employees and agents and any entity or person seeking to be awarded a contract (including lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the VILLAGE to end the selection process.

23. ELECTRONIC PROJECT DOCUMENTS

23.1 Upon request, electronic files will be issued by ENGINEER.

23.2 CONTRACTOR must sign and provide Section 00320 - Electronic File(s) Disclaimer with Bid.

23.3 All electronic project documents will be issued in Adobe .pdf format.

23.4 When printing electronic drawing files, page scaling shall be set to "None".

23.5 CONTRACTOR shall be solely responsible for confirming document sets are complete and documents are printed to correct scales.

END OF SECTION

SECTION 00301

PROPOSAL SUBMISSION CHECKLIST

Project Name: SCADA System Improvements

Proposal Number: 2017R-004

Proposer's Name: _____

The following items must be submitted in the following order with your Proposal:

1. ☐ Completed Section 00301 - Proposal Submission Checklist.

Envelope A

2. ☐ Completed Section 00305 - Proposer Qualifications/Technical Submittal and Attachments.

Envelope B

3. ☐ Completed Section 00311 - Proposal Form.
4. ☐ Completed Section 00320 - Electronic File(s) Disclaimer.
5. ☐ Completed Section 00410 - Bid Bond, complete with Power of Attorney.
6. ☐ Completed Section 00415 - Public Entity Crimes.
7. ☐ Completed Section 00420 - Drug-Free Workplace.
8. ☐ Completed Section 00425 - Non-Collusive Affidavit.
9. ☐ Signed copy of all Addenda.

Submit one (1) original and five (5) copies of all documents listed above. Original shall be clearly marked "Original".

Failure to provide the above listed items may result in your Proposal being deemed non-responsive.

END OF SECTION

SECTION 00305

PROPOSER QUALIFICATIONS/TECHNICAL SUBMITTAL
(ENVELOPE A)

The PROPOSER guarantees the truth and accuracy of all statements and information herein contained. Include additional sheets as necessary. Print in ink or type all responses.

In order to receive award consideration on this project, this Proposer Qualifications/Technical Submittal should be completed with all attachments and submitted as Envelope A. This information will be used in determining the contract award for this project.

GENERAL INFORMATION

1. PROPOSER's Name: _____
Contact Person: _____
Phone: _____
Email: _____
2. How many years has the PROPOSER identified above been in business?
_____ Years
3. General Contractor's License Number (attach copy): _____.
4. Attach documents demonstrating evidence of PROPOSER's qualifications to do business in Palm Beach County, Florida.
5. Has PROPOSER ever failed to complete work awarded to you? If so, where and why? _____

6. Has PROPOSER personally inspected the proposed work and have you a complete understanding and plan for its completion? _____

QUALIFICATIONS

The following information shall be provided per Section 00100 - Instructions to Proposers, Article 5.2.

1. 5.2.1 Submit DESIGN/BUILDERS team organization chart including a brief description of all team member firms (CONTRACTOR and ENGINEERING).
2. 5.2.2 Submit proof of insurance per coverages specified in Section 00820 - Supplementary Conditions.
3. 5.2.3 Submit resumes of all key project personnel. OWNER expects those submitted be those who actually perform the work. No substitutions will be permitted except in dire conditions.
4. 5.2.4 Submit information on similar scope and size projects completed by DESIGN/BUILD team over the last five (5) years.

Include description of each reference project and include overall cost and project OWNER's contact information.

PROPOSERS ARE RESPONSIBLE FOR CHECKING CONTACTS AND PHONE NUMBERS
TO VERIFY INFORMATION IS ACCURATE.

Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____ Completion Date of Project: _____

Summary of Project: _____

Similar Reference type: (check all that apply)

New SCADA System _____

Revision to Existing SCADA System _____

Panel Manufacturer _____

Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____ Completion Date of Project: _____

Summary of Project: _____

Similar Reference type: (check all that apply)

New SCADA System _____

Revision to Existing SCADA System _____

Panel Manufacturer _____

Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____ Completion Date of Project: _____

Summary of Project: _____

Similar Reference type: (check all that apply)

New SCADA System _____

Revision to Existing SCADA System _____

Panel Manufacturer _____

Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____ Completion Date of Project: _____

Summary of Project: _____

Similar Reference type: (check all that apply)

New SCADA System _____

Revision to Existing SCADA System _____

Panel Manufacturer _____

Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____ Completion Date of Project: _____

Summary of Project: _____

Similar Reference type: (check all that apply)

New SCADA System _____
Revision to Existing SCADA System _____
Panel Manufacturer _____

Project Name: _____

Owner/Entity Name: _____

Address: _____

City, State, Zip: _____

Owner Contact _____ Title: _____ Ph No.: _____

Start Date of Project: _____ Completion Date of Project: _____

Summary of Project: _____

Similar Reference type: (check all that apply)

New SCADA System _____
Revision to Existing SCADA System _____
Panel Manufacturer _____

5. 5.2.5 Submit list of projects completed for the Village of Palm Springs by DESIGN/BUILD team or DESIGN/BUILD team members.
6. 5.2.6 Submit schedule of work in progress of all DESIGN/BUILD team members.
7. 5.2.7 Submit copies of all DESIGN/BUILD team member licenses applicable to complete this project.
8. 5.2.8 Submit information that demonstrates the PROPOSER's ability to design, manufacture, and deliver control and RTU panels required for this project.
9. 5.3.9 Submit the name(s) of all subcontractors who will be used during the construction phase of the project.
10. 5.3.10 Submit a CPM Schedule of Activities which should cover start of project through Final Completion.
11. 5.3.11 Submit a detailed narrative specifically describing how the work will be completed. Narrative shall address how pump and/or vacuum stations will remain in service and retain control functionality during the work.

END OF SECTION

SECTION 00311

PROPOSAL FORM

PROJECT IDENTIFICATION

Project Name: SCADA System Improvements

ENGINEER's Project Number: 400-068.01

VILLAGE RFP No.: 2017R-004

Project Dated: July 5, 2017

THIS PROPOSAL IS SUBMITTED TO:

OWNER: Village of Palm Springs

Address: 226 Cypress Lane, Palm Springs, FL 33461

PROPOSER

Name: _____

Address: _____

NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS PROPOSAL

Name: _____

Telephone Number: _____

DATE: _____

1. PROPOSER accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Proposers. This Bid will remain subject to acceptance for ninety (90) days after the opening. PROPOSER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
2. In submitting this Bid, PROPOSER represents, as more fully set forth in the Agreement, that:
 - A. PROPOSER has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

- B. PROPOSER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- C. PROPOSER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as PROPOSER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by PROPOSER for such purposes.
- D. PROPOSER has reviewed and checked all information and data shown or indicated by the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by PROPOSER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the GENERAL CONDITIONS.
- E. PROPOSER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- F. PROPOSER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to PROPOSER.
- G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to submit a false or sham Bid; PROPOSER has not solicited or induced any person, firm or corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other Bidding or over OWNER.

3. PROPOSER agrees that the Project will be substantially complete and ready for final payment per the specified time frames.

PROPOSER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time as to indemnification, as to insurance, and as to all other duties and responsibilities of the PROPOSER in the Contract Documents.

4. PROPOSER agrees that all Federal, State and local sales and use taxes are included in the stated bid prices for the Work.

5. UNIT COST BID

PROPOSER agrees to accept as full payment for the work proposed under this project as specified herein these Contract documents, based upon the

undersigned's own estimate of quantities and costs, the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The BIDDER agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including insurance and bond (Payment and Performance) premiums, overhead and profit for each type and unit of work called for in these Contract Documents.

6. UNIT PRICE BASE BID BREAKDOWN

ITEM	DESCRIPTION	TOTAL COST
1	Design, furnish and install SCADA system improvements for Marilyn Drive Vacuum Station (VAC1), complete.	\$
2	Design, furnish and install SCADA system improvements for YMCA Vacuum Station (VAC2), complete.	\$
3	Design, furnish and install SCADA system improvements for Kirk Road/10th Avenue Vacuum Station (VAC3), complete.	\$
4	Design, furnish and install SCADA system improvements for Cresthaven I Pump Station (PS-09), complete.	\$
5	Design, furnish and install SCADA system improvements for Waterview Front Pump Station (PS-38), complete.	\$
6	Design, furnish and install SCADA system improvements for Waterview Back Pump Station (PS-37), complete.	\$
7	Design, furnish and install SCADA system improvements for Target Pump Station (PS-17), complete.	\$
8	Design, furnish and install SCADA system improvements for Shadetree Pump Station (PS-22), complete.	\$
9	Design, furnish and install SCADA system improvements for AutoCare Pump Station (PS-03), complete.	\$
10	Design, furnish and install SCADA system improvements for Lake Arbor Pump Station (PS-29), complete.	\$
11	Design, furnish and install SCADA system improvements for McDonald's Pump Station (PS-35), complete.	\$
12	Design, furnish and install new SCADA node, HMI at Utilities Maintenance Building.	\$
TOTAL DESIGN/BUILD BID (Items 1 to 12)		\$

_____ dollars
and _____ cents \$ _____

(Amount written in words has precedence.)

7. BID BREAKDOWN FOR ALTERNATIVE ITEMS

The following item(s) shall be bid separate from the Total Unit Price Base Bid Amount above. See Specification Section 01010 - Summary of Work.

ITEM	DESCRIPTION	TOTAL COST
1A	Design, furnish and complete removal/replacement of existing control panel at Cresthaven PS-09 with duplex VFD panel, complete.	\$
2A	Design, furnish and install SCADA system improvements for 2400 Kirk Road Pump Station (PS-49), complete.	\$
3A	Design, furnish and install SCADA system improvements for Beech and Ardell Pump Station (PS-42), complete.	\$
4A	Design, furnish and install SCADA system improvements for Lakewood Pump Station (PS-52), complete.	\$
5A	Design, furnish and install SCADA system improvements for St. Luke's Pump Station (PS-28), complete.	\$
6A	Design, furnish and install SCADA system improvements for Washington Mutual Pump Station (PS-34), complete.	\$
7A	Design, furnish and install SCADA system improvements for Palm Springs Apartments Pump Station (PS-56), complete.	\$
8A	Design, furnish and install SCADA system improvements for Lakeside Pump Station (PS-41), complete.	\$
9A	Design, furnish and install SCADA system improvements for Reo Lane Pump Station (PS-48), complete.	\$
10A	Design, furnish and install SCADA system improvements for Waterside Pump Station (PS-33), complete.	\$
11A	Design, furnish and install SCADA system improvements for Little Cresthaven Pump Station (PS-10), complete.	\$
12A	Design, furnish and install SCADA system improvements for Ida Way Pump Station (PS-16), complete.	\$
13A	Design, furnish and install SCADA system improvements for Preston Square Pump Station (PS-TBD), complete.	\$

An Individual

doing business as _____

Phone No. : _____

(General Partner Name)

(Signature)

Phone No. : _____

(State of Incorporation)

Attest _____

Business address: _____

Phone No. : _____

(Address)

(Address)

PROPOSAL FORM
00311

SECTION 00320

ELECTRONIC FILE(S) DISCLAIMER

At DESIGN/BUILDER's request, Eckler Engineering, Inc. (EEI) will provide electronic files for DESIGN/BUILDER's convenience and use in the preparation of DESIGN/BUILDER's proposal related to **SCADA System Improvements** subject to the following terms and conditions:

EEI's electronic files are compatible with Adobe Reader. EEI makes no representation as to the compatibility of these files with DESIGN/BUILDER's hardware or DESIGN/BUILDER's software.

Data contained on these electronic files are part of EEI's instruments of service and shall not be used by DESIGN/BUILDER or anyone else receiving these data through or from DESIGN/BUILDER for any purpose other than as a convenience in the preparation of DESIGN/BUILDER's bid for the referenced project. Any other use or reuse by DESIGN/BUILDER or by others will be at DESIGN/BUILDER's sole risk and without liability or legal exposure to EEI. DESIGN/BUILDER agrees to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against EEI, our officers, directors, employees, agents or subconsultants that may arise out of or in connection with DESIGN/BUILDER's use of the electronic files.

Furthermore, DESIGN/BUILDER shall, to the fullest extent permitted by law, indemnify and hold EEI harmless against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or resulting from DESIGN/BUILDER's use of these electronic files.

These electronic files are bidding documents. Differences may exist between these electronic files and corresponding hard-copy construction documents. EEI makes no representation regarding the accuracy or completeness of the electronic files DESIGN/BUILDER receives. In the event that a conflict arises between the signed and sealed hard-copy construction documents prepared by EEI and the electronic files, the signed and sealed hard-copy construction documents shall govern. DESIGN/BUILDER is responsible for determining if any conflict exists. By DESIGN/BUILDER's use of these electronic files, DESIGN/BUILDER is not relieved of DESIGN/BUILDER's duty to fully comply with the contract documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate DESIGN/BUILDER's work with that of material/equipment suppliers and/or sub-DESIGN/BUILDERS for the project and to be sure that all pages of the documents have been received.

Because information presented on the electronic files can be modified, unintentionally or otherwise, EEI reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

EEI makes no warranties, either express or implied, of merchantability and fitness for any purpose other than bidding this project. In no event shall EEI be liable for any loss of profit or any consequential damages as a result of DESIGN/BUILDER's use or reuse of these electronic files.

Proposer's Company Name

Signature of Authorized Agent of Proposer

Name and Title (Printed)

Date

END OF SECTION

SECTION 00410

BID BOND

STATE OF FLORIDA)
 SS
)

KNOW ALL MEN BY THESE PRESENTS, that we, _____

as Principal and CONTRACTOR, and _____

hereinafter called Surety, are held and firmly bound unto The Village of Palm Springs, Palm Springs, Florida, a political subdivision of the State of Florida, and represented by its Village Council hereinafter called OWNER, in the sum of Dollars (\$.....) lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

WHEREAS, the Principal contemplates submitting or has submitted a Bid to the OWNER for the furnishing of all labor, materials, equipment, machinery, tools, apparatus, means of transportation for, and the performance of the work covered in the Proposal and the detailed Drawings and Specifications, entitled:

SCADA System Improvements

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check, certified check or bid bond in the amount of 5 percent of the base bid be submitted with said bid as a guarantee that the Bidder would, if awarded the Contract, enter into a written Contract with the OWNER for the performance of said Contract, within 10 consecutive calendar days after written notice having been given of the award of the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal within 10 consecutive calendar days after written notice of such acceptance, enters into a written Contract with the OWNER and furnishes the Performance and Payment Bond, each in an amount equal to 100 percent of the base bid, satisfactory to the OWNER, then this obligation shall be void; otherwise the sum herein stated shall be due and payable to the OWNER and the sum herein stated shall be due and payable to the OWNER and the Surety herein agrees to pay said sum immediately upon demand of the OWNER in good and lawful money of the United States of America, as liquidated damages for failure thereof of said Principal.

IN WITNESS WHEREOF, the said _____, as
Principal herein, has caused these presents to be signed in its name by its _____ and attested by its _____
_____ under its corporate
seal, and the said _____ as Surety herein, has
caused these presents to be signed in its name by its _____
under its corporate seal, this _____ day of _____ A.D.,
20_____.

Signed, sealed and delivered in
the presence of:

Principal-CONTRACTOR

By: _____

As to Principal Title

.....
Surety
.....
By:.....
Attorney-in-Fact
(Power-of-Attorney to be attached)

.....
By:.....
Resident Agent

END OF SECTION

SECTION 00415

PUBLIC ENTITY CRIMES

Public Entity Crimes. Pursuant to Section 287.133, Florida Statutes (2011), you are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 [F.S.] for CATEGORY TWO [\$35,000.00] for a period of 36 months from the date of being placed on the convicted vendor list.

Acknowledged by:

Firm Name _____

Signature _____

Name & Title _____

END OF SECTION

SECTION 00420
STATEMENT UNDER SECTION 287.087
FLORIDA STATUTES, ON DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

THIS CERTIFICATION is submitted by the _____
(INDIVIDUAL'S NAME)

of _____
(TITLE/POSITION WITH COMPANY/VENDOR)

(NAME OF COMPANY/VENDOR)

who does hereby certify that said Company/Vendor has implemented a drug free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

SIGNATURE _____

DATE _____

END OF SECTION

SECTION 00425

NON-COLLUSIVE AFFIDAVIT

State of _____ }

County of _____ }

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Bidder that has submitted the attached Bid;
2. He/she is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price of prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, Sealed and Delivered in the Presence of:

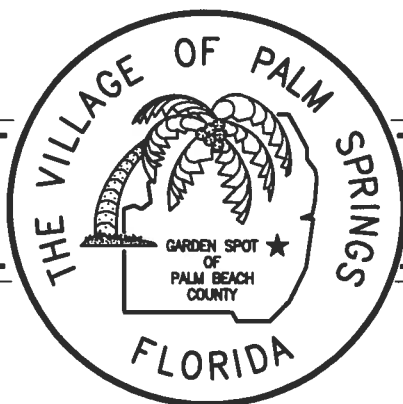
By: _____

Printed Name

Title

END OF SECTION

PART 2



CONTRACT FORMS

SECTION 00520

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND DESIGN/BUILDER
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is by and between the Village of Palm Springs, Florida (OWNER) and _____ (Design/Builder).

OWNER and Design/Building, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

1.01 Design/Builder shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

- A. Design, furnish, and install new RTU panels at three (3) existing vacuum pump station sites.
- B. Design, furnish, and install new RTU panels at seven (7) existing duplex pump station sites.
- C. Design, furnish, and install new RTU panels at one (1) existing triplex pump station.
- D. Design and complete all site local and base SCADA programming of all improvements.
- E. Design, furnish and install base SCADA HMI node at Utilities Maintenance Building.
- F. Final design of all improvements.
- G. All other work per these Contract Documents.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

The Design and Construction of SCADA System improvements, for the Village of Palm Springs, Florida. This project generally consists of:

- A. Design, furnish, and install new RTU panels at three (3) existing vacuum pump station sites.
- B. Design, furnish, and install new RTU panels at seven (7) existing duplex pump station sites.
- C. Design, furnish, and install new RTU panels at one (1) existing triplex pump station.
- D. Design and complete all site local and base SCADA programming of all improvements.

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- E. Design, furnish and install base SCADA HMI node at Utilities Maintenance Building.
- F. Final design and permitting of all improvements.
- G. All other work per these Contract Documents.

ARTICLE 3 - CONTRACT TIMES

3.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and final completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 Dates for Substantial Completion and Final Completion/Payment

- A. The Work will be substantially completed within three hundred sixty-five (365) calendar days of the issuance of the Notice to Proceed and completed and ready for final payment in accordance with paragraph 13.08 of the General Conditions within thirty (30) calendar days of achieving Substantial Completion.

3.03 Liquidated Damages

- A. Design/Builder and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.02.A above, plus any extensions thereof allowed in accordance with paragraph 11.02 of the General Conditions. The parties also recognize the delays, expenses and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and Design/Builder agree that as liquidated damages for delay (but not as a penalty), Design/Builder shall pay OWNER \$500.00 for each day that expires after the time specified in paragraph 3.02.A for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Design/Builder shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.02.A for completion and readiness for final payment or any proper extension thereof granted by OWNER, Design/Builder shall pay OWNER \$200.00 for each day that expires after the time specified in paragraph 3.02.A for completion and readiness for final payment.

ARTICLE 4- CONTRACT PRICE

4.01 OWNER shall pay Design/Builder for completion of the Work in accordance with the Contract Documents in current funds pursuant to paragraph 4.01.A below:

- A. Per unit prices established in Section 00311 - Proposal Form.

ARTICLE 5- PAYMENT PROCEDURES

5.01 Design/Builder shall submit and OWNER will process Applications for Payment in accordance with Article 13 of the General Conditions.

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A. Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of Design/Builder's Applications for Payment which are to be submitted on or about the day of each month during performance of the Work as provided in paragraphs 5.01.A.1 and A.2 below. All such payments will be based on the Schedule of Values established in paragraph 2.06.A.3 of the General Conditions (and in the case of Unit Price Work based on the number of units completed).

1. Retainage shall be withheld from all progress payments in accordance with Florida Statutes 287.735(8), as follows:

a. Retainage in the amount of 10% of each progress payment up to completion of 50% of the contract amount.

b. After meeting the 50% project completion milestone, retainage shall be reduced to 5% through completion if the following conditions are met:

The character and progress of the work meets contract requirements and is satisfactory to OWNER and ENGINEER.

B. Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 13.08 of the General Conditions, OWNER shall pay the remainder of the Contract Price inclusive of retainage withheld.

5.02 OWNER shall adhere to the requirements of Florida's Prompt Payment Act (FS287.735).

ARTICLE 6 - INTEREST

6.01 All monies not paid when due as provided in Article 13 of the General Conditions shall bear interest at the rate of 0 percent per annum.

ARTICLE 7 - DESIGN/BUILDER'S REPRESENTATIONS

7.01 To induce OWNER to enter into this Agreement, Design/Builder makes the following representations:

A. Design/Builder has examined and carefully studied the Contract Documents (including the Addenda) listed in paragraphs 8.01.A through J and the other related data identified in the Request for Proposals but excluding the documents described in paragraph 8.01.K.

B. Design/Builder has visited the site(s) and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work.

C. Design/Builder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Design/Builder has carefully studied all physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified or made available by OWNER.

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- E. Design/Builder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- F. Design/Builder has correlated the information known to Design/Builder, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- G. Design/Builder has given OWNER written notice of all conflicts, errors, ambiguities or discrepancies that Design/Builder has discovered in the Contract Documents and the written resolution thereof by OWNER is acceptable to Design/Builder.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 8 - CONTRACT DOCUMENTS

8.01 The Contract Documents consist of the following:

- A. This Agreement (pages 1 to 9, inclusive);
- B. Section 00610 - Public Construction Bond (Performance Bond) pursuant to 255.05 Fla. Stat. (pages 1 to 1, inclusive);
- C. Section 00620 - Payment Bond pursuant to 255.05 Fla. Stat. (pages 1 to 1, inclusive);
- D. Other Bonds, identified as Exhibits _____ and consisting of _____ pages;
- E. Section 00701 - Standard General Conditions of the Contract Between OWNER and Design/Builder (pages 1 to 28, inclusive);
- F. Section 00820 Supplementary Conditions (pages 1 to 7, inclusive);
- G. Section 00415 - Public Entity Crimes pursuant to Section 287.133 (2011), Florida Statutes, on public entity crimes and consisting of 1 page.
- H. Contractor's Sworn Statement on Drug-Free Workplace identified as Exhibit Section 00420 - Statement Under Section 287.087, Florida Statutes, on Drug-Free Workplace and consisting of 1 page.
- I. Section 00425 - Non-Collusive Affidavit.
- J. Addenda numbers _____ through _____ inclusive;
- K. Proposal Form, Section 00311, pages 1 through 5.
- L. Section 00320 - Electronic File(s) Disclaimer, pages 1 to 1.
- M. Exhibits to this Agreement (pages _____ to _____ inclusive).

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- N. Contract Documents/Specifications bearing the title **SCADA System Improvements** consisting of 16 Divisions and individual sections, as listed in table of contents thereof, dated July 5, 2017.
 - O. Drawings bearing the title **SCADA System Improvements** consisting of a cover sheet and drawing sheets listed in the table of contents thereof, dated July 5, 2017 (under separate cover).
 - P. The following, which may be delivered, prepared, or issued after the Effective Date of this Agreement and are not attached hereto:
 - 1. Notice to Proceed;
 - 2. All Work Change Directives, and Change Orders amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04.A of the General Conditions.
- 8.02 The documents listed in paragraph 8.01 above are attached to this Agreement (except as expressly noted otherwise above). If documents are not attached, the documents are incorporated herein by reference as if attached.
- 8.03 There are no Contract Documents other than those listed above in this Article 8.
- 8.04 The Contract Documents may only be amended, modified, or supplemented as provided in paragraph 3.04 of the General Conditions.

ARTICLE 9 - MISCELLANEOUS

- 9.01 The Standard General Conditions of the Contract Between OWNER and Design/Builder are referred to herein as the General Conditions.
- 9.02 Terms used in this Agreement will have the meanings indicated in the General Conditions.
- 9.03 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 9.04 OWNER and Design/Builder each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.05 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and Design/Builder, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

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9.06 Other Provisions

- A. The Design/Builder shall not be entitled to an increase in the agreed to Contract Price or payment or compensation of any kind from the OWNER for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. Provided, however, and subject to sovereign immunity under § 768.28, Fla. Stat., that this provision shall not preclude recovery or damages by the Design/Builder for hindrances or delays due solely to fraud, bad faith or active interference on the part of the OWNER. Otherwise, the Design/Builder shall be entitled only to extensions of the Contract Times as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.
- B. The Contract Documents shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract Documents will be held in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
- C. The Design/Builder shall indemnify and hold harmless the OWNER, ENGINEER, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Design/Builder and other persons employed or utilized by the Design/Builder in the performance of the Contract Documents.
- D. Nothing contained in the Contract Documents shall create a contractual relationship with or a cause of action in favor of a third party against either the OWNER or Design/Builder, nor shall the Contract Documents or any provision thereon be construed a waiver of sovereign immunity beyond the waiver provided in section 768.28, Fla. Stat., as amended from time to time.
- E. The Design/Builder is, and shall be, in the performance of all Work under the Contract Documents, an independent contractor, and not an employee, agent, or servant of the OWNER.
- F. The Design/Builder shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after final completion. The OWNER shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Design/Builder's place of business. In no circumstances will Design/Builder be required to disclose any confidential or proprietary information regarding its products and service costs.

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- G. Failure of a party to enforce or exercise any of its right(s) under the Contract Documents shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.
- H. The Contract Documents shall not be construed more strongly against either party regardless of who was more responsible for its preparation.
- I. This Agreement shall not become binding and effective until approved and executed by the OWNER.
- J. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.
- K. If any legal action or other proceeding is brought for the enforcement of this Agreement or the Contract Documents, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement or the Contract Documents, each party shall be responsible for their own attorney's fees at all levels. EACH PARTY ALSO AGREES AND VOLUNTARILY WAIVES ANY RIGHT TO A JURY TRIAL ARISING OUT OF ALLEGED DISPUTE, BREACH, DEFAULT, MISREPRESENTATION OR ANY OTHER CLAIM IN CONNECTION WITH OR ARISING FROM ANY PROVISION OF THIS AGREEMENT OR THE CONTRACT DOCUMENTS.
- L. The parties agree that the Contract Documents set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract Documents may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.
- M. Each of the parties agrees to perform its obligations under the Contract Documents in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of the Work and under the Contract Documents.
- N. DESIGN/BUILDER further agrees that he will comply with Florida's Public Records Law, Florida Statute §§ 119.01, *et. seq.* and specifically, that he will: keep and maintain public records that ordinarily and necessarily would be required by the OWNER in order to perform the Services under this Agreement; provide the public with access to public records on the same terms and conditions the OWNER would provide the records and at a cost not to exceed the cost provided under Chapter 119 of the Florida Statutes, as amended from time to time, or as otherwise provided by law; ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; meet all requirements for retaining public records and transfer, at no cost to the OWNER, all public records in his possession upon termination of this Agreement (with all records stored electronically provided in a format that is compatible with the OWNER's information technology systems), and

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destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements.

- O. PALM BEACH COUNTY IG: In accordance with Palm Beach county ordinance number 2011-009, the DESIGN/BUILDER acknowledges that the Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The DESIGN/BUILDER has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

- P. § 558.005 construction defect notice:
CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

In the event of a claim by OWNER relating directly or indirectly to construction defects, the Contractor and its subcontractor(s) shall have all rights, notices, access and opportunity to cure any alleged construction defects as provided in Florida Statutes Chapter 558 which shall be deemed to be incorporated herein by this reference.

IN WITNESS WHEREOF, OWNER and Design/Builder have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and Design/Builder. All portions of the Contract Documents have been signed, initialed or identified by OWNER and Design/Builder.

This Agreement will be effective on _____ (which is the Effective Date of the Agreement).

OWNER:

DESIGN/BUILDER:

Village of Palm Springs

By: _____

By: _____

[CORPORATE SEAL]

[CORPORATE SEAL]

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

226 Cypress Lane

Palm Springs, FL 33461

7/5

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Engineer License No. or Certificate No.: _____
(Where applicable)

State: _____

(If OWNER is a corporation, attach evidence of authority to sign. If OWNER is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor License No.: _____
(Where applicable)

State: _____

(If Design/Builder is a corporation, attach evidence of authority to sign.)

Designated Representative:

Designated Representative:

Name: Richard Reade

Name: _____

Title: Village Manager

Title: _____

Address: 226 Cypress Lane

Address: _____

Palm Springs, FL 33461

Phone: 561/434-5080

Phone: _____

Facsimile: 561/965-0899

Facsimile: _____

END OF SECTION

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SECTION 00610

PUBLIC CONSTRUCTION BOND
(Performance Bond)

BY THIS BOND, We, _____, as PRINCIPAL, and _____, a corporation, as SURETY, are bound to the Village of Palm springs, Florida, a municipal corporation, herein called OWNER, in the sum of \$_____ for payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL:

1. Performs the contract dated _____, 20____, between PRINCIPAL and OWNER for construction of the **SCADA System Improvements**, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supply PRINCIPAL with labor, materials, or supplies, used directly or indirectly by PRINCIPAL in the prosecution of the work provided for in the contract; and

3. Pays OWNER all losses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that OWNER sustains because of a default by PRINCIPAL under the contract, and;

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond.

Dated on _____, 20____.

Principal-Contractor: _____

(Seal) By: _____
(Principal)

Surety: _____

(Seal) By: _____
As Attorney in Fact
(Power of Attorney to be Attached)

B _____ y _____ :

(Florida Resident Agent)

END OF SECTION

SECTION 00620

PAYMENT BOND

BY THIS BOND, We, _____, as PRINCIPAL, and _____, a corporation, as SURETY, are bound to the Village of Palm Springs, Florida, a municipal corporation, herein called OWNER, in the sum of \$_____ for the payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if PRINCIPAL:

1. Promptly makes payments to all lienors supplying labor, material and supplies used directly or indirectly by PRINCIPAL in the prosecution of the work provided in the contract dated _____, 20____, between PRINCIPAL and OWNER for construction of the **SCADA System Improvements**. The contract being made a part of this bond by reference; and

2. Pays OWNER all loss, damage, expenses, costs, and attorney's fees, including appellate proceedings, that OWNER sustains because of default and/or delay by PRINCIPAL under paragraph 1. of this bond; then this bond is void; otherwise, it remains in full force.

Any changes in or under the contract documents and compliance or noncompliance with formalities connected with the contract or with the changes do not affect SURETY's obligation under this bond.

DATED on _____, 20____.

Principal-Contractor: _____

By: _____ (Seal)
(Principal)

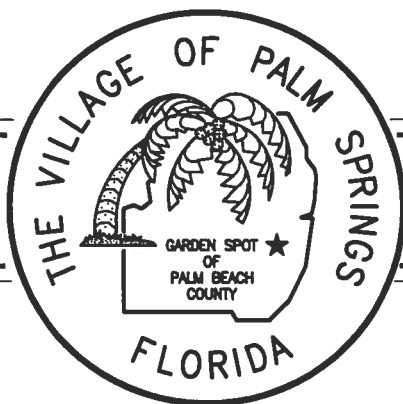
Surety: _____

By: _____ (Seal)
As Attorney in Fact
(Power of Attorney to be Attached)

By: _____
(Florida Resident Agent)

END OF SECTION

PART 3



CONTRACT CONDITIONS

SECTION 00701

STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly by



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STANDARD GENERAL CONDITIONS OF THE CONTRACT BETWEEN OWNER AND DESIGN/BUILDER

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms (See Supplementary Conditions)

A. Wherever used in the Contract Documents and printed with initial or all capital letters, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

1. *Addenda* – Written or graphic instruments issued prior to the opening of Proposals which clarify, correct or change the Request for Proposals or the Contract Documents.
2. *Agreement* – The written instrument which is evidence of the agreement between Owner and Design/Builder covering the Work.
3. *Application for Payment* – The form which is to be used by Design/Builder in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
4. *Asbestos* – Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.
5. *Bonds* – Performance and payment bonds and other instruments of security.
6. *Change Order* – A written order which is signed by Design/Builder and Owner which authorizes an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
7. *Claim* – A demand or assertion by Owner or Design/Builder seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a claim.
8. *Conceptual Documents* – The drawings and specifications and/or other graphic or written materials, criteria and information concerning Owner's requirements for the Project, such as design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, including those items enumerated in the

Request for Proposals which show or describe the character and scope of, or relate to, the Work to be performed or furnished and which have been prepared by or for Owner.

9. *Construction* – The result of performing or furnishing of labor, the furnishing and incorporating of materials and equipment into the Work and the furnishing of services (other than Design Professional Services) and documents, all as required by the Contract Documents.

10. *Construction Subagreement* – A written agreement between Design/Builder and a construction Subcontractor for provision of Construction.

11. *Contract* – The entire and integrated written agreement between Owner and Design/Builder concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

12. *Contract Documents* – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

13. *Contract Price* – The moneys payable by Owner to Design/Builder for completion of the Work in accordance with the Contract Documents.

14. *Contract Times* – The numbers of days or the dates stated in the Agreement to (i) achieve Substantial Completion, and (ii) complete the Work so that it is ready for final payment in accordance with paragraph 13.08.

15. *Design/Builder* – The individual or entity with whom Owner has entered into the Agreement.

16. *Design Subagreement* – A written agreement between Design/Builder and a design professional for provision of Design Professional Services.

17. *Design Professional Services* – Services related to the preparation of Drawings, Specifications, and other design submittals specified by the Contract Documents and required to be performed by licensed design professionals, as well as other services provided by or for licensed design professionals during Bidding/Negotiating, Construction, or Operational phases.

18. *Drawings* – Those portions of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of drawings, diagrams,

illustrations, schedules and other data which show the scope, extent, and character of the Work.

19. *Effective Date of the Agreement* – The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

20. *Field Order* – A written order issued by Owner which orders minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.

21. *Hazardous Environmental Condition* – The presence at the Site of Asbestos, Hazardous Waste, PCB's, Petroleum Products or Radioactive Materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto on connection with the Work.

22. *Hazardous Waste* – The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

23. *Laws or Regulations* – Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

24. *Liens* – Charges, security interests or encumbrances upon real property or personal property.

25. *Milestone* – A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the Work.

26. *Notice of Award* – The written notice by Owner to the successful proposer stating that upon compliance by the successful proposer with the conditions precedent included therein, within the time specified, Owner will sign and deliver the Agreement.

27. *Notice to Proceed* – A written notice given by Owner to Design/Builder fixing the date on which the Contract Times will commence to run and on which Design/Builder shall start to perform the Work.

28. *Owner* – The individual or entity with whom Design/Builder has entered into the Agreement and for whom the Work is to be performed.

29. *Owner's Consultant* – An individual or entity with whom the Owner may contract to furnish services to Owner with respect to the Project and who is identified as such in the Supplementary Conditions.

30. *Partial Utilization* – Use by Owner of a substantially completed part of the Work for the purpose for which it is intended (or a related purpose) prior to Substantial Completion of all the Work.

31. *PCBs* – Polychlorinated biphenyls.

32. *Petroleum* – Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-Hazardous Wastes and crude oils.

33. *Project* – The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

34. *Proposal* – The documents submitted by Design/Builder in response to the Request for Proposals setting forth the design concepts, proposed prices, and other conditions for the Work to be performed.

35. *Radioactive Material* – Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

36. *Request for Proposals* – The document prepared by or for Owner specifying and describing Owner's objectives and the procedure to be followed in preparing and submitting a Proposal and awarding a contract.

37. *Resident Project Representative* – The authorized representative of Owner who may be assigned to the Site or any part thereof.

38. *Schedule of Values* – A schedule prepared by Design/Builder and acceptable to Owner indicating that portion of the Contract Price to be paid for each major component of the Work.

39. *Site* – Lands or other areas designated in the Contract Documents as being furnished by Owner upon which Construction is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for use of Design/Builder.

40. *Specifications* – The part of the Contract Documents prepared by or for Design/Builder and approved by Owner consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

41. *Subcontractor* – An individual or entity other than a Supplier having a direct contract with Design/Builder or with any other Subcontractor for the performance of a part of the Work.

42. *Submittal* – A written or graphic document prepared by or for Design/Builder which is required by the Contract Documents to be submitted to Owner by Design/Builder. Submittals may include Drawings, Specifications, progress schedules, shop drawings, samples, cash flow projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.

43. *Substantial Completion* – The time at which the Work (or a specified part) has progressed to the point where it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

44. *Supplementary Conditions* – The part of the Contract Documents which amends or supplements these General Conditions.

45. *Supplier* – A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with Design/Builder or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Design/Builder or any Subcontractor.

46. *Unit Price Work* – Work to be paid for on the basis of unit prices.

47. *Work* – The entire construction or the various separately identifiable parts thereof required to be performed or furnished under the Contract Documents. Work includes and is the result of performing or furnishing Design Professional Services and Construction required by the Contract Documents.

48. *Work Change Directive* – A written directive to Design/Builder, issued on or after the Effective Date of the Agreement and signed by Owner ordering an addition, deletion or revision in the Work, or responding to differing site conditions under which the Work is to be performed or to emergencies. A Work Change Directive will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

1. The word "day" shall constitute a calendar day of 24 hours measured from midnight to the next midnight.

2. The word "defective," when modifying the word "Construction" refers to Construction that is unsatisfactory, faulty, or deficient in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Owner's final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion) provided that the defect was not caused by Owner.

3. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

4. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials or equipment or equipment complete and ready for intended use.

5. The words "perform" or "provide" when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

6. When "furnish," "install," "perform," or "provide" is not used in connection with services, materials, or equipment in a context clearly requiring an obligation of Design/Builder, "provide" is implied.

7. Unless stated otherwise in the Contract Documents, words or phrases which have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with that meaning.

1.02 Terminology

A. Intent of Certain Terms or Adjectives:

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds

A. When Design/Builder delivers the executed Agreements to Owner, Design/Builder shall also deliver to Owner such Bonds as Design/Builder may be required to furnish in accordance with paragraph 5.01.A.

2.02 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Agreement, or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within thirty days after the Effective Date of the Agreement. Unless agreed to in writing by Owner and Design/Builder, the Contract Times will commence to run no later than the ninetieth day after the last day for receipt of the Proposal or the thirtieth day after the Effective Date of the Agreement, whichever date is earlier.

2.03 Starting the Work

A. Design/Builder shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to the date on which the Contract Times commence to run.

2.04 Before Starting the Work

A. *Design/Builder's Review of Contract Documents:* Before undertaking each part of the Work, Design/Builder shall carefully study and compare those Contract Documents prepared by Owner and check and verify pertinent figures therein and all applicable field measurements. Design/Builder shall promptly report in writing to Owner any conflict, error, ambiguity, or discrepancy which Design/Builder may discover and shall obtain a written interpretation or clarification from Owner before proceeding with any Work affected thereby; however, Design/Builder shall not be liable to Owner for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Design/Builder knew or reasonably should have known thereof.

B. *Preliminary Schedules:* Within 10 days after commencement of the Contract Times (unless otherwise specified in the Contract Documents), Design/Builder shall submit the following to Owner for its timely review:

1. A preliminary progress schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract Documents;

2. A preliminary schedule of Submittals which will list each required Submittal and the times for submitting, reviewing and processing each Submittal;

3. A preliminary Schedule of Values for all of the Work which will include quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work; and

4. A preliminary cash flow projection estimating that portion of the Contract Price to be due during each month of performance.

C. *Evidence of Insurance:* Before any Work at the Site is started, Design/Builder and Owner shall each deliver to the other, certificates of insurance as required by paragraph 5.03 which Design/Builder and Owner respectively are required to purchase and maintain in accordance with Article 5.

2.05 Initial Conference

A. Within twenty days after the Contract Times start to run, Design/Builder will arrange a conference attended by Owner and Design/Builder and others as appropriate to establish a working understanding among the parties as to the Work and to discuss the design concepts, schedules referred to in paragraph 2.04.B, procedures for handling Submittals, processing Applications for Payment, maintaining required records, items required pursuant to paragraph 8.01.A.6 and other matters.

2.06 Initial Acceptance of Schedules

A. At least ten days before submission of the first Application for Payment (unless otherwise provided in the Contract Documents), Design/Builder will arrange a conference attended by Design/Builder, Owner and others as appropriate to review for acceptability the schedules submitted in accordance with paragraph 2.04.B. Design/Builder shall have an additional ten days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Design/Builder until the acceptable schedules are submitted to Owner.

1. The progress schedule will be acceptable to Owner if it provides an orderly progression of the Work to completion within any specified Milestones and the Contract Times. Such acceptance will not impose on Owner responsibility for the progress schedule, for sequencing, scheduling or progress of the Work nor interfere with nor relieve Design/Builder from Design/Builder's full responsibility therefor.

2. Design/Builder's schedule of Submittals will be acceptable to Owner if it provides a workable

arrangement for reviewing and processing the required Submittals.

3. Design/Builder's Schedule of Values will be acceptable to Owner as to form and substance if it provides a reasonable allocation of the Contract Price to component parts of the work.

ARTICLE 3 – CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.

B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be designed and constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for at no additional cost to Owner.

3.02 Reference Standards

A. Standards, Specifications, Codes, Laws or Regulations.

1. Reference to standards, specifications, manuals or codes of any technical society, organization or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Laws or Regulations in effect on the last day for receipt of Proposals except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard, specification, manual, code, or instruction of a Supplier shall be effective to change the duties and responsibilities of Owner, Design/Builder, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Owner any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

3.03 Resolving Discrepancies (See Supplementary Conditions)

A. In the event of a discrepancy between the Conceptual Documents on the one hand and the Proposal or Drawings or Specifications on the other hand, the Conceptual Documents

will control except when Owner has approved a Submittal pursuant to paragraph 6.17.B.

B. Except as otherwise specifically stated in the Contract Documents, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between the provisions of the Contract Documents and:

1. The provisions of any such standard, specification, manual, code, or instruction (whether or not specifically incorporated by reference in the Contract Documents); or

2. The provisions of any such Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

1. Owner's approval of required Submittals (pursuant to paragraph 6.17.B);

2. A Work Change Directive;

3. A Change Order;

4. A Field Order.

3.05 Reuse of Documents (See Supplementary Conditions)

A. All documents including Drawings and Specifications prepared or furnished by Design/Builder pursuant to this Agreement are for Design/Builder's own use, and Design/Builder shall retain an ownership and property interest therein whether or not the Project is completed. Owner may make and retain copies for information and reference in connection with the use and occupancy of the Project by Owner and others. However, such documents are not intended or represented to be suitable for reuse by Owner or others on extensions of the Project or on any other project. Any reuse or any continued use after any termination without written verification or adaptation by Design/Builder for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Design/Builder and Owner shall indemnify and hold harmless Design/Builder and Subcontractors from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Design/Builder to further compensation at rates to be agreed upon by Owner and Design/Builder.

3.06 Electronic Data

A. Copies of data furnished by Owner to Design/Builder or Design/Builder to Owner that may be relied upon are limited to the printed copies (also known as hard copies). Files in electronic media format of text, data, graphics, or other types are furnished only for the convenience of the receiving party. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.

B. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the transferring party.

C. When transferring documents in electronic media format, the transferring party makes no representations as to long term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by the data's creator.

ARTICLE 4 – AVAILABILITY OF LANDS; DIFFERING SITE CONDITIONS; REFERENCE POINTS; HAZARDOUS ENVIRONMENTAL CONDITIONS

4.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Design/Builder of any encumbrances or restrictions not of general application but specifically related to use of the Site which Design/Builder will have to comply in performing the Work. Unless otherwise provided in the Contract Documents, Owner will obtain in a timely manner and pay for easements for permanent structures or permanent changes in existing facilities. If Design/Builder and Owner are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in Owner's furnishing the Site, Design/Builder may make a Claim therefor as provided in Article 9.

B. Upon reasonable written request, Owner shall furnish Design/Builder with a current statement of record legal title and legal description of the lands upon which the Construction is to be performed and Owner's interest therein as necessary for giving notice of or filing a mechanic's lien against such lands in accordance with applicable Laws or Regulations.

C. Design/Builder shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.02 Differing Site Conditions

A. Design/Builder shall promptly, and before the conditions are disturbed, give a written notice to Owner of (i) subsurface or latent physical conditions at the Site which differ materially from those indicated in the Contract Documents, or (ii) unknown physical conditions at the Site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract Documents.

B. Owner will investigate the Site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Design/Builder's cost of, or the time required for, performing any part of the Work, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the Contract Price or Times modified in writing by Change Order in accordance with Article 9.

C. No request by Design/Builder for an equitable adjustment under paragraph 4.02 shall be allowed unless Design/Builder has given the written notice required; provided that the time prescribed in 9.03.A for giving written notice may be extended by Owner.

D. The provisions of this paragraph 4.02 are not intended to apply to a Hazardous Environmental Condition uncovered or revealed at the Site.

4.03 Reference Points

A. Design/Builder shall be responsible for laying out the Work and shall protect and preserve the reference points and property monuments established by Owner pursuant to paragraph 8.01.A.6.e, and shall make no changes or relocations without the prior written approval of Owner. Design/Builder shall report to Owner whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 Hazardous Environmental Condition at Site (See Supplementary Conditions)

A. Design/Builder will not be responsible for any Hazardous Environmental Condition encountered at the Site which was not identified in the Contract Documents to be within the scope of the Work. Design/Builder shall be responsible for materials creating a Hazardous Environmental Condition created by any materials brought to the Site by Design/Builder, Subcontractors, Suppliers or anyone else for whom Design/Builder is responsible.

B. If Design/Builder encounters a Hazardous Environmental Condition, Design/Builder shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Construction in connection with such condition and in any area affected thereby (except in an emergency as required by paragraph 6.16); and (iii) notify Owner (and thereafter confirm such notice in writing). Owner shall promptly determine the necessity of retaining a qualified expert to evaluate such condition or take corrective action, if any.

C. Design/Builder shall not be required to resume Construction in connection with such Hazardous Environmental Condition or in any such affected area until after Owner has obtained any required permits related thereto and delivered to Design/Builder written notice (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Construction, or (ii) specifying any special conditions under which such Construction may be resumed safely. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Construction stoppage or such special conditions under which Construction is agreed to be resumed by Design/Builder, either party may make a Claim therefor as provided in Article 9.

D. If after receipt of such special written notice Design/Builder does not agree to resume Construction based on a reasonable belief it is unsafe, or does not agree to resume such Construction under such special conditions, then Owner may order such portion of the Work that is related to such Hazardous Environmental Condition to be deleted from the Work. If Owner and Design/Builder cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a Claim therefor as provided in Article 9. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 7.

E. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder, Subcontractors, Suppliers and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition, provided that such Hazardous Environmental Condition: (i) was not shown or indicated in the Contract Documents to be included in the scope of the Work, and (iii) was not created by Design/Builder or by anyone for whom Design/Builder is responsible. Nothing in this paragraph 4.04.E shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence. **(See Supplementary Conditions)**

F. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultant and the officers, directors, partners, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from such Hazardous Environmental Condition created by Design/Builder or anyone for whom Design/Builder is responsible. Nothing in this paragraph 4.04.F shall obligate Design/Builder to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence. **(See Supplementary Conditions)**

ARTICLE 5 – BONDS AND INSURANCE

5.01 Performance, Payment and Other Bonds (See Supplementary Conditions)

A. Design/Builder shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Design/Builder's obligations to furnish, provide and pay for Work and related materials under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by Laws or Regulations or by the Contract Documents. Design/Builder shall also furnish such other Bonds as are required by the Contract Documents.

B. All Bonds shall be in the form prescribed by the Contract Documents except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 by the Audit Staff, Bureau of Government Financial Operations, U.S. Department of the Treasury. All Bonds signed by an agent must be accompanied by a certified copy of such agent's authority to act.

C. If the surety on any Bond furnished by Design/Builder is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located or it ceases to meet the requirements of paragraph 5.01.B and 5.02, Design/Builder shall within twenty days thereafter substitute another Bond and surety, both of which shall comply with the requirements of paragraphs 5.01.B and 5.02.

5.02 Licensed Sureties and Insurers

A. All Bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Design/Builder shall be obtained from surety or insurance companies that are duly licensed or authorized in the

jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

5.03 Certificates of Insurance

A. Design/Builder shall deliver to Owner, with copies to each additional insured indicated in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Design/Builder is required to purchase and maintain. Owner shall deliver to Design/Builder, with copies to each additional insured indicated in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Design/Builder or any other additional insured) which Owner is required to purchase and maintain. (See **Supplementary Conditions**)

5.04 Design/Builder's Liability Insurance (See Supplementary Conditions)

A. Design/Builder shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed and as will provide protection from claims set forth below which may arise out of or result from Design/Builder's performance of the Work and Design/Builder's other obligations under the Contract Documents, whether it is to be performed by Design/Builder, any Subcontractor or Supplier or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable:

1. Claims under workers' compensation, disability benefits and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of Design/Builder's employees;
3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than Design/Builder's employees;
4. Claims for damages insured by reasonably available personal injury liability coverage which are sustained (i) by any person as a result of an offense directly or indirectly related to the employment of such person by Design/Builder, or (ii) by any other person for any other reason;
5. Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom; and

6. Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

B. The policies of insurance required by paragraph 5.04.A shall:

1. With respect to insurance required by paragraphs 5.04.A.3 through 5.04.A.6 inclusive, (subject to any customary exclusion in respect of professional liability) include as additional insureds Owner and Owner's Consultants and any other persons or entities indicated in the Supplementary Conditions, all of whom shall be listed as additional insureds, and include coverage for the respective officers, directors, partners, and employees, agents, and other consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby;

2. Include at least the specific overages and be written for not less than the limits of liability provided in the Supplementary Conditions or required by Laws or Regulations, whichever is greater;

3. Include completed operations insurance;

4. Include contractual liability insurance covering Design/Builder's indemnity obligations under paragraphs 6.11.A.3 and 6.21;

5. Contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least thirty days' prior written notice has been given to Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued (and the certificates of insurance furnished by the Design/Builder pursuant to paragraph 5.03 will so provide);

6. Remain in effect at least until final payment and at all times thereafter when Design/Builder may be correcting, removing or replacing defective Construction in accordance with paragraphs 12.06 and 12.07; and

7. With respect to completed operations insurance, and any other insurance coverage written on a claims-made basis, remain in effect for at least two years after final payment (and Design/Builder shall furnish Owner and each other additional insured indicated in the Supplementary Conditions to whom a certificate of insurance has been issued evidence satisfactory to Owner and any such additional insured of continuation of such insurance at final payment and one year thereafter).

5.05 Owner's Liability Insurance

A. In addition to the insurance required to be provided by Design/Builder under paragraph 5.04, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

5.06 Property Insurance (See Supplementary Conditions)

A. Unless otherwise provided in the Supplementary Conditions, Owner shall purchase and maintain property insurance upon the Construction at the Site in the amount of the full replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws or Regulations). This insurance will:

1. Include the interests of Owner, Owner's Consultant, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured;

2. Be written on a Builder's Risk "all-risk" or open peril or special causes of loss policy form that shall at least include insurance for physical loss and damage to the Construction, temporary buildings, falsework and all materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire, lightning, extended coverage, theft, vandalism and malicious mischief, earthquake, collapse, debris removal, demolition occasioned by enforcement of Laws or Regulations, water damage, and such other perils or causes of loss as may be specifically required by the Supplementary Conditions;

3. Include expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects);

4. Cover materials and equipment stored at the Site or at another location that was agreed to in writing by Owner prior to being incorporated in the Construction, provided that such materials and equipment have been included in an Application for Payment approved by Owner;

5. Allow partial utilization in accordance with paragraph 13.06;

6. Include testing and startup; and

7. Be maintained in effect until final payment is made unless otherwise agreed to in writing by Owner

and Design/Builder with thirty days' written notice to each other additional insured to whom a certificate of insurance has been issued.

B. Owner shall purchase and maintain such boiler and machinery insurance or additional property insurance as may be required by the Supplementary Conditions or Laws or Regulations which will include the interests of Owner, Owner's Consultants, Design/Builder, Subcontractors, and any other individuals or entities indicated in the Supplementary Conditions, each of whom is deemed to have an insurable interest and shall be listed as an insured or additional insured.

C. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained by Owner in accordance with paragraph 5.06 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 30 days' prior written notice has been given to Design/Builder and to each other additional insured to whom a certificate of insurance has been issued and will contain waiver provisions in accordance with paragraph 5.07.

D. Owner shall not be responsible for purchasing and maintaining any property insurance to protect the interests of Design/Builder, Subcontractors, Suppliers, or others in the Work to the extent of any deductible amounts that are identified in the Supplementary Conditions. The risk of loss within such identified deductible amount, will be borne by Design/Builder, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

E. If Design/Builder requests in writing that other special insurance be included in the property insurance policies provided under paragraph 5.06, Owner shall, if possible, include such insurance, and the cost thereof will be charged to Design/Builder by appropriate Change Order. Prior to commencement of the Work at the Site, Owner shall in writing advise Design/Builder whether or not such other insurance has been procured by Owner.

5.07 Waiver of Rights (See Supplementary Conditions)

A. Owner and Design/Builder intend that all policies purchased in accordance with paragraph 5.06 will protect Owner, Owner's Consultant, Design/Builder, Subcontractors, Suppliers, and all other individuals or entities indicated in the Supplementary Conditions to be listed as insureds or additional insureds (and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) in such policies and will provide primary coverage for all losses and damages caused by the perils or causes of loss covered thereby. All such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any of the insureds or additional insureds

thereunder. Owner and Design/Builder waive all rights against each other and their respective officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them for all losses and damages caused by, arising out of or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Owner's Consultant, Subcontractors, Suppliers, and all other individuals or entities indicated in the Supplementary Conditions to be listed as insureds or additional insureds under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner as trustee or otherwise payable under any policy so issued.

B. Owner waives all rights against Design/Builder, Subcontractors, and Suppliers and the officers, directors, employees and agents of any of them for:

1. Loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property caused by, arising out of or resulting from fire or other peril whether or not insured by Owner; and

2. Loss or damage to the completed Project or any part thereof caused by, arising out of, or resulting from fire or other insured peril or cause or loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial utilization pursuant to paragraph 13.06, after Substantial Completion pursuant to paragraph 13.05, or after final payment pursuant to paragraph 13.08.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in paragraph 5.07.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Design/Builder, Subcontractors, Owner's Consultant, and the officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them.

5.08 Receipt and Application of Insurance Proceeds

A. Any insured loss under the policies of insurance required by paragraph 5.06 will be adjusted with Owner and made payable to Owner as fiduciary for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause and of paragraph 5.08.B. Owner shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Construction shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

B. Owner as fiduciary shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within 15 days after the occurrence of loss to Owner's exercise of this power. If such objection be made, Owner as fiduciary shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If no such agreement among the parties in interest is reached, Owner as fiduciary shall adjust and settle the loss with the insurers and, if required in writing by any party in interest, Owner as fiduciary shall give bond for the proper performance of such duties. **(See Supplementary Conditions)**

5.09 Acceptance of Bonds and Insurance; Option to Replace (See Supplementary Conditions)

A. If either Owner or Design/Builder has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the other party in accordance with Article 5 on the basis of their not complying with the Contract Documents, the objecting party shall so notify the other party in writing within ten days after receipt of the certificates (or other evidence requested) required by paragraph 2.04.C. Owner and Design/Builder shall each provide to the other such additional information in respect of insurance provided as the other may reasonably request. If either party does not purchase or maintain all of the Bonds and insurance required of such party by the Contract Documents, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the other party may elect to obtain equivalent Bonds or insurance to protect such other party's interests at the expense of the party who was supposed to provide such coverage, and a Change Order shall be issued to adjust the Contract Price accordingly.

5.10 Partial Utilization, Acknowledgment of Property Insurance

A. If Owner finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in paragraph 13.06, no such use or occupancy shall commence before the insurers providing the property insurance pursuant to paragraph 5.06 have acknowledged notice thereof and in writing effected any changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy.

ARTICLE 6 – DESIGN/BUILDER'S RESPONSIBILITIES

6.01 Design Professional Services

A. *Standard of Care.* The standard of care for Design Professional Services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the engineering profession practicing under similar conditions at the same time and locality.

B. *Preliminary Design Phase.* After the Contract Times commence to run, Design/Builder shall:

1. Consult with Owner to understand Owner's requirements for the Project and review available data;
2. Advise Owner as to the necessity of Owner's providing or obtaining from others additional reports, data, or services of the types provided in paragraph 8.01.A.6.a-g and assist Owner in obtaining such reports, data, or services;
3. Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Design/Builder with whom consultation is to be undertaken in connection with the Project;
4. Obtain such additional geotechnical and related information which it deems necessary for performance of the Work;
5. On the basis of the Conceptual Documents and Design/Builder's Proposal, prepare preliminary design documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project;
6. Furnish the preliminary design documents to and review them with Owner within the times indicated in the schedules described in paragraphs 2.06.A.1 and 2.06.A.2; and
7. Identify any variations in the preliminary design documents from the Contract Documents in accordance with 6.17.B.

C. *Final Design Phase.* After written acceptance by Owner of the preliminary design phase documents Design/Builder shall:

1. On the basis of the accepted Preliminary Design Phase documents, prepare final Drawings showing the scope, extent, and character of the Construction to be performed and furnished by Design/Builder and Specifications (which will be prepared, where appropriate, in general conformance with the sixteen division format of the Construction Specifications Institute);

2. Provide technical criteria, written descriptions and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist Owner in consultations with appropriate authorities;

3. Furnish the above documents, Drawings, and Specifications to and review them with Owner within the times indicated in the schedules described in paragraphs 2.06.A.1 and 2.06.A.2; and

4. Identify any deviations from other Contract Documents in accordance with paragraph 6.17.B.

6.02 Supervision and Superintendence of Construction

A. Design/Builder shall supervise, inspect and direct the Construction competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to provide the Construction in accordance with the Contract Documents. Design/Builder shall be solely responsible for the means, methods, techniques, sequences and procedures of Construction. Design/Builder shall be responsible to see that the completed Construction complies accurately with the Contract Documents and shall keep Owner advised as to the quality and progress of the Construction.

B. At all times during the progress of Construction, the Design/Builder shall assign a competent resident superintendent thereto, who shall not be replaced without written notice to Owner except under extraordinary circumstances. The superintendent will be Design/Builder's representative at the Site and shall have authority to act on behalf of Design/Builder. All communications given to or received from the superintendent shall be binding on Design/Builder.

6.03 Labor, Working Hours

A. Design/Builder shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents. Design/Builder shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Construction at the Site shall be performed during regular working hours, and Design/Builder will not permit overtime work or the performance of Construction on Saturday, Sunday or any legal holiday without Owner's written consent, which will not be unreasonably withheld.

6.04 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Design/Builder shall furnish or cause to be furnished and assume full responsibility for materials, equipment, labor, transportation, construction equipment and machinery, tools,

appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the Work.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Contract Documents shall expressly run to the benefit of Owner. If reasonably required by Owner, Design/Builder shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise provided in the Contract Documents.

6.05 Progress Schedule (See Supplementary Conditions)

A. Design/Builder shall adhere to the progress schedule established in accordance with paragraph 2.06.A as it may be adjusted from time to time as provided below:

1. Design/Builder shall submit to Owner for acceptance proposed adjustments in the progress schedule that will not change the Contract Times (or Milestones). Such adjustments will conform generally to the progress schedule then in effect.

2. Proposed adjustments in the progress schedule that will change the Contract Times (or Milestones) shall be submitted in accordance with the requirements of Article 11.02. Such adjustments may only be made by a Change Order or .

6.06 Concerning Subcontractors, Suppliers, and Others

A. Design/Builder shall not employ any Subcontractor, Supplier, or other individual or entity against whom Owner may have reasonable objection. Design/Builder shall not be required to employ any Subcontractor, Supplier or other individual or entity to furnish or perform any of the Work against whom Design/Builder has reasonable objection.

B. Design/Builder shall be fully responsible to Owner for all acts and omissions of the Subcontractors, Suppliers and other individuals or entities performing or furnishing any of the Work just as Design/Builder is responsible for Design/Builder's own acts and omissions. Nothing in the Contract Documents shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner and any such Subcontractor, Supplier, or other individual or entity, nor shall it create any obligation on the part of Owner to pay or to see to the payment of any moneys due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws or Regulations.

C. Design/Builder shall be solely responsible for scheduling and coordinating Subcontractors, Suppliers and other individuals and entities performing or furnishing any of the Work under a direct or indirect contract with Design/Builder.

D. Design/Builder shall require all Subcontractors, Suppliers and such other individuals and entities performing or furnishing any of the Work to communicate with the Owner through Design/Builder.

E. All Work performed for Design/Builder by a Subcontractor or Supplier will be pursuant to an appropriate Design Subagreement or Construction Subagreement between Design/Builder and the Subcontractor or Supplier which specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner. Whenever any such agreement is with a Subcontractor or Supplier who is listed as an additional insured on the property insurance provided in paragraph 5.06, the agreement between the Design/Builder and the Subcontractor or Supplier will contain provisions whereby the Subcontractor or Supplier waives all rights against Owner, Design/Builder, Owner's Consultant, and all other additional insureds (and their officers, directors, partners, employees, agents, and other consultants and subcontractors of each and any of them) for all losses and damages caused by any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work. If the insurers on any such policies require separate waiver forms to be signed by any Subcontractor or Supplier, Design/Builder will obtain the same.

6.07 Patent Fees and Royalties

A. Design/Builder shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Conceptual Documents for use in the performance of the Construction and if to the actual knowledge of Owner its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Conceptual Documents.

B. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner and Owner's Consultant, and the officers, directors, partners, employees or agents, and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design,

process, product or device not identified in the Conceptual Documents.

C. To the fullest extent permitted by Laws or Regulations, Owner shall indemnify and hold harmless Design/Builder and its officers, directors, partners, employees or agents, Subcontractors and Suppliers from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device required by the Conceptual Documents. (See Supplementary Conditions)

6.08 Permits (See Supplementary Conditions)

A. Unless otherwise provided in the Contract Documents, Design/Builder shall obtain and pay for all necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Work. Owner shall assist Design/Builder, when necessary, in obtaining such permits, licenses and approvals. Design/Builder shall pay all governmental charges and inspection fees necessary for the performance of the Work, which are applicable on the last day for receipt of Proposals. Design/Builder shall pay all charges of utility owners for connections to the Work, and Owner shall pay all charges of such utility owners for capital costs related thereto.

6.09 Laws or Regulations

A. Design/Builder shall give all notices required by and comply with all Laws or Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Design/Builder's compliance with any Laws or Regulations.

B. If Design/Builder performs any Work knowing or having reason to know that it is contrary to Laws or Regulations, Design/Builder shall bear all costs arising therefrom.

C. Changes in Laws or Regulations not known on the date of receipt of Proposals having an effect on the cost or time of performance may be the subject of a change in Contract Price or Contract Times.

6.10 Taxes

A. Design/Builder shall pay all sales, consumer, use, and other similar taxes required to be paid by Design/Builder in accordance with the Laws or Regulations of the place of the Project which are applicable during the performance of the Work.

6.11 Use of Site and Other Areas (See Supplementary Conditions)

A. Limitation on Use of Site and Other Areas.

1. Design/Builder shall confine construction equipment, the storage of materials and equipment, and the operations of construction workers to the Site and other areas permitted by Laws or Regulations, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Design/Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any adjacent land or areas, resulting from the performance of the Work.

2. Should any claim be made by any such owner or occupant because of the performance of Work, Design/Builder shall promptly settle with such other party by negotiation or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law.

3. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants and anyone directly or indirectly employed by any of them from and against all claims, costs, losses and damages (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration or other dispute resolution costs) arising out of or resulting from any claim brought by any such owner or occupant against Owner, or any other party indemnified hereunder to the extent caused by or based upon Design/Builder's performance of the Construction.

B. *Removal of Debris.* During the performance of the Construction, Design/Builder shall keep the premises free from accumulations of waste materials, rubbish, and other debris resulting from the Construction. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws or Regulations.

C. *Cleaning.* Prior to Substantial Completion, Design/Builder shall clean the Site and make it ready for utilization by Owner. At completion of Construction, Design/Builder shall remove all tools, appliances, construction equipment, temporary construction and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading Structures.* Design/Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design/Builder subject any part of the Construction or adjacent property to stresses or pressures that will endanger it.

6.12 Record Documents (See Supplementary Conditions)

A. Design/Builder shall maintain in a safe place at the Site one record copy of all Drawings, Specifications, Addenda, Change Orders, Field Orders and Work Change Directives in good order and annotated to show all changes made during performance of the Work. These record documents together with all approved Submittals will be available to Owner for reference. Upon completion of the Work, these record documents and Submittals, including a reproducible set of record drawings, will be delivered to Owner.

6.13 Safety and Protection

A. Design/Builder shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design/Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. All persons on the Site or who may be affected by the Work;
2. All Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation, or replacement in the course of construction.

B. Design/Builder shall comply with applicable Laws or Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Design/Builder shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property.

C. All damage, injury, or loss to any property referred to in paragraph 6.13.A.2 or 6.13.A.3 caused, directly or indirectly, in whole or in part, by Design/Builder, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Design/Builder.

D. Design/Builder's duties and responsibilities for safety and for protection of the construction shall continue until such time as all the Work is completed and Owner has issued a notice to Design/Builder in accordance with paragraph 13.08.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

6.14 Safety Representative

A. Design/Builder shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

6.15 Hazard Communication Programs

A. Design/Builder shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

6.16 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Design/Builder is obligated to act to prevent threatened damage, injury or loss. Design/Builder shall give Owner prompt written notice if Design/Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If a change in the Contract Documents is required because of the action taken by Design/Builder in response to such an emergency, a Work Change Directive or Change Order will be issued.

6.17 Submittals (See Supplementary Conditions)

A. Owner will review and approve Submittals in accordance with the schedule of required Submittals accepted by Owner as required by paragraph 2.06.A. Owner's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the construction, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Owner's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

B. Owner's review and approval of Submittals shall not relieve Design/Builder from responsibility for any variation from the requirements of the Contract Documents unless Design/Builder has in a separate written communication at the time of submission called Owner's attention to each such variation and Owner has given written approval.

C. Construction prior to Owner's review and approval of any required Submittal will be at the sole risk of Design/Builder.

6.18 Continuing the Work

A. Design/Builder shall continue the Work and adhere to the progress schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Design/Builder and Owner may otherwise agree in writing.

6.19 Post-Construction Phase

A. Design/Builder shall:

1. Provide assistance in connection with the start-up, testing, refining and adjusting of any equipment or system.
2. Assist Owner in training staff to operate and maintain the Work.
3. Assist Owner in developing systems and procedures for control of the operation and maintenance of and record keeping for the Work.

6.20 Design/Builder's General Warranty and Guarantee

A. Design/Builder warrants and guarantees to Owner that all Construction will be in accordance with the Contract Documents and will not be defective. Design/Builder's warranty and guarantee hereunder excludes defects or damage caused by:

1. Abuse, modification or improper maintenance or operation by persons other than Design/Builder, Subcontractors, or Suppliers or any other individual for whom Design/Builder is responsible; or
2. Normal wear and tear under normal usage.

B. Design/Builder's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Design/Builder's obligation to perform the Work in accordance with the Contract Documents:

1. Observations by Owner;
2. The making of any progress or final payment;
3. The issuance of a certificate of Substantial Completion;
4. Use or occupancy of the Work or any part thereof by Owner;

5. Any acceptance by Owner or any failure to do so;

6. Any review and approval of a Submittal;

7. Any inspection, test or approval by others; or

8. Any correction of defective Construction by Owner.

6.21 Indemnification (See Supplementary Conditions)

A. To the fullest extent permitted by Laws or Regulations, Design/Builder shall indemnify and hold harmless Owner, Owner's Consultants, and the officers, directors, partners, employees, agents, other consultants and subcontractors of each from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of Construction, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom) but only to the extent caused by any negligent act or omission of Design/Builder, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work.

B. In any and all claims against Owner, Owner's Consultant or any of their respective consultants, agents, officers, directors, partners or employees by any employee (or the survivor or personal representative of such employee) of Design/Builder, any Subcontractor, any Supplier, any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.21.A shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Design/Builder or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts or other employee benefit acts.

C. The indemnification obligations of Design/Builder under paragraph 6.21.A shall not extend to the liability of Owner's Consultant, and their officers, directors, partners, employees, agents, other consultants, and subcontractors arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, designs, or specifications.

ARTICLE 7 – OTHER CONSTRUCTION

7.01 Related Work at Site

A. Owner may perform other Work related to the Project at the Site by Owner's employees, or let other direct contracts therefor, or have other work performed by utility owners. If such other work is not noted in the Contract Documents, then:

1. Written notice thereof will be given to Design/Builder prior to starting any such other work; and
2. Design/Builder may make a Claim therefor as provided in Article 9 if Design/Builder believes that such performance will involve additional expense to Design/Builder or requires additional time and the parties are unable to agree as to the amount or extent thereof.

B. Design/Builder shall afford each other contractor who is a party to such a direct contract and each utility owner (and Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the Site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work and shall properly connect and coordinate the Work with theirs. Unless otherwise provided in the Contract Documents, Design/Builder shall do all cutting, fitting, and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design/Builder shall not endanger any work of others by cutting, excavating, or otherwise altering their work and will only cut or alter their work with the written consent of Owner and the others whose work will be affected. The duties and responsibilities of Design/Builder under this paragraph are for the benefit of such utility owners and other contractors to the extent that there are comparable provisions for the benefit of Design/Builder in said direct contracts between Owner and such utility owners and other contractors.

C. If the proper execution or results of any part of Design/Builder's Work depends upon work performed or services provided by others under this Article 7, Design/Builder shall inspect such other work and appropriate instruments of service and promptly report to Owner in writing any delays, defects or deficiencies in such other work or services that render it unavailable or unsuitable for the proper execution and results of Design/Builder's Work. Design/Builder's failure so to report will constitute an acceptance of such other work as fit and proper for integration with Design/Builder's Work except for latent or nonapparent defects and deficiencies in such other work.

7.02 Coordination

A. If Owner intends to contract with others for the performance of other work on the Project at the Site, the following will be set forth in Supplementary Conditions:

1. The individual or entity who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified;

2. The specific matters to be covered by such authority and responsibility will be itemized; and

3. The extent of such authority and responsibilities will be provided.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility in respect of such coordination.

ARTICLE 8 – OWNER'S RESPONSIBILITIES

8.01 General (See Supplementary Conditions)

A. Owner shall do the following in a timely manner so as not to delay the services of Design/Builder:

1. Designate in writing a person to act as Owner's Representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's policies, make decisions with respect to performance of the Work, and shall provide such other services as may be agreed upon;

2. Provide such legal services as Owner may require with regard to legal issues pertaining to the Project including any that may be raised by Design/Builder;

3. If requested in writing by Design/Builder, furnish reasonable evidence satisfactory to Design/Builder that sufficient funds are available and committed for the entire cost of the Project. Unless such reasonable evidence is furnished, Design/Builder is not required to commence or continue any Work, or may, if such evidence is not presented within a reasonable time, stop Work upon 15 days notice to the Owner;

4. Make payments to Design/Builder promptly when they are due as provided in paragraph 13.03 and 13.08;

5. Furnish the Site as set forth in paragraph 4.01.A;

6. Furnish to Design/Builder, as required for performance of Design/Builder's Services the following, all of which Design/Builder may use and rely upon in performing services under this Agreement:

a. Environmental assessment and impact statements;

b. Property, boundary, easement, right-of-way, topographic, and utility surveys;

c. Property descriptions;

d. Zoning, deed, and other land use restrictions;

e. Engineering surveys to establish reference points for design and construction which in Owner's judgment are necessary to enable Design/Builder to proceed with the Work;

f. Assistance to Design/Builder in filing documents required to obtain necessary permits, licenses, and approvals of governmental authorities having jurisdiction over the Project;

g. Permits, licenses, and approvals of government authorities Owner is specifically required to obtain by the Contract Documents; and

h. All subsurface data at or contiguous to the Site which Owner may have obtained.

7. Review Submittals subject to Owner review pursuant to paragraph 6.17.A; and

8. Provide information known to or in the possession of Owner relating to the presence of materials and substances at the Site which could create a Hazardous Environmental Condition.

8.02 Insurance

A. Owner's responsibilities in respect of purchasing and maintaining liability and property insurance are set forth in Article 5.

8.03 Limitations on Owner's Responsibilities (See Supplementary Conditions)

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Design/Builder's means, methods, techniques, sequences, or procedures of construction or the safety precautions and programs incident thereto, or for any failure of Design/Builder to comply with Laws or Regulations applicable to the furnishing or performance of the Work. Owner will not be responsible for Design/Builder's failure to perform the Work in accordance with the Contract Documents.

8.04 Undisclosed Hazardous Environmental Condition

A. Owner's responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste, or Radioactive

Materials uncovered or revealed at the Site is set forth in paragraph 4.04.

8.05 Resident Project Representation

A. Owner may furnish a Resident Project Representative to observe the performance of Construction. The duties, responsibilities and limitations of authority of any such Resident Project Representative and assistants will be as provided in the Supplementary Conditions.

8.06 Owner's Consultant

A. Owner's Consultant, if any, has no duties, responsibilities, or authorities with respect to Design/Builder, unless so provided in the Supplementary Conditions.

ARTICLE 9 – CHANGES IN THE WORK; CLAIMS

9.01 Authorized Changes in the Work

A. Without invalidating the Agreement and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work within the general scope of the Contract by a Change Order or a Work Change Directive. Upon receipt of any such document, Design/Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

9.02 Unauthorized Changes in the Work

A. Design/Builder shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraph 3.04, except in the case of an emergency as provided in paragraph 6.16 or in the case of uncovering Construction as provided in paragraph 12.04.

9.03 Claims

A. *Notice.* If Owner and Design/Builder are unable to agree on entitlement to, or on the amount or extent, if any, of an adjustment in the Contract Price or an adjustment of the Contract Times that should be allowed as a result of any order of Owner pursuant to paragraph 9.01.A or other occurrence for which the Contract Documents provide that such adjustment(s) may be made, a Claim may be made therefor. Written notice of intent to make such a Claim shall be submitted to the other party promptly and in no event more than 15 days after the start of the occurrence or event giving rise to the Claim.

B. *Documentation.* Substantiating documentation shall be submitted by the claiming party within 30 days after delivery of the notice required by paragraph 9.03.A.

C. *Decision.* The other party shall render a decision on the Claim no more than 30 days after the receipt of the substantiating documentation required by paragraph 9.03.B. This decision will be final and binding unless the claiming party gives notice of intention to exercise its rights under Article 15 within 30 days of receipt of the decision and exercises such rights within 30 days of giving the notice of intent.

D. *Time Limit Extension.* The time limits of paragraphs 9.03.B and 9.03.C may be extended by mutual agreement.

9.04 Execution of Change Orders

A. Owner and Design/Builder shall execute appropriate Change Orders covering:

1. Changes in the Work which are (i) ordered by Owner pursuant to paragraph 9.01, (ii) required because of acceptance of defective Construction under paragraph 12.08 or Owner's correction of defective Work under paragraph 12.09 or (iii) agreed to by the parties; and

2. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive.

9.05 Notice to Sureties

A. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times) is required by the provisions of any Bond to be given to a surety, the giving of any such notice will be Design/Builder's responsibility. The amount of each applicable Bond will be adjusted to reflect the effect of any such change.

ARTICLE 10 – COST OF THE WORK; CASH ALLOWANCES; UNIT PRICE WORK

10.01 Cost of the Work

A. *Costs Included.* The term Cost of the Work means the sum of all costs necessarily incurred and paid by Design/Builder in the proper performance of the Work. When the value of Work covered by a Change Order or when a Claim for an adjustment in Contract Price is determined on the basis of Cost of the Work, the costs to be reimbursed to Design/Builder will be only those additional or incremental costs required because of the change of the Work or because of the event giving rise to the Claim. Except as otherwise may be agreed to in writing by Owner, such costs shall be in

amounts no higher than those prevailing in the locality of the Project, shall include only the following items, and shall not include any of the costs itemized in paragraph 10.01.B:

1. Payroll costs for employees in the direct employ of Design/Builder in the performance of the Work under schedules of job classifications agreed upon by Owner and Design/Builder.

a. Such employees shall include without limitation superintendents, foremen, and other personnel employed full-time at the Site. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation and holiday pay applicable thereto. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by Owner.

b. Such employees shall also include engineers, engineering technicians, architects, and others providing Design Professional Services. For purposes of this paragraph 10.01.A.1, Design/Builder shall be entitled to payment for such employees an amount equal to salary costs times a factor, both as designated in the Agreement, for all services performed or furnished by such employees engaged on the Project.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Design/Builder unless Owner deposits funds with Design/Builder with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Design/Builder shall make provisions so that they may be obtained.

3. Payments made by Design/Builder to Subcontractors (excluding payments for Design Professional Services pursuant to paragraph 10.01.A.4) for Work performed or furnished by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Design/Builder's Cost of the Work and fee.

4. Payments made by Design/Builder for Design Professional Services provided or furnished under a Design Subagreement.

5. Costs of special consultants (including but not limited to testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

6. Supplemental costs including the following items:

a. The proportion of necessary transportation, travel and subsistence expenses of Design/Builder's employees incurred in discharge of duties connected with the Work.

b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the Site and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Design/Builder.

c. Rentals of all construction or engineering equipment and machinery and the parts thereof whether rented from Design/Builder or others in accordance with rental agreements approved by Owner, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Design/Builder is liable, imposed by Laws or Regulations.

e. Deposits lost for causes other than negligence of Design/Builder, any Subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses, damages, and related expenses caused by damage to the Work not compensated by insurance or otherwise, sustained by Design/Builder in connection with the furnishing and performance of the Work provided they have resulted from causes other than the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and

approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Design/Builder's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as telegrams, long distance telephone calls, telephone service at the Site, expressage, and similar petty cash items in connection with the Work.

i. Cost of premiums for all Bonds and insurance Design/Builder is required by the Contract Documents to purchase and maintain.

B. *Costs Excluded.* The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Design/Builder's officers, executives, principals (of partnerships and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Design/Builder whether at the Site or in Design/Builder's principal or a branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.01.A.1, all of which are to be considered administrative costs covered by the Design/Builder's fee.

2. Expenses of Design/Builder's principal and branch offices other than Design/Builder's office at the Site.

3. Any part of Design/Builder's capital expenses, including interest on Design/Builder's capital employed for the Work and charges against Design/Builder for delinquent payments.

4. Costs due to the negligence of Design/Builder, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.01.A.

C. *Design/Builder's Fee.* When all the Work is performed on the basis of cost-plus, Design/Builder's fee shall be as set forth in the Agreement. When the value of the Work covered by a Change Order is determined on the basis of Cost

of the Work, Design/Builder's fee shall be determined as set forth in paragraph 11.01.C.

D. *Documentation.* Whenever the cost of any Work is to be determined pursuant to paragraph 10.01.A and 10.01.B, Design/Builder will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Owner an itemized cost breakdown together with supporting data.

10.02 Cash Allowances

A. The Contract Price includes all allowances so named in the Contract Documents. Design/Builder shall cause the Work so covered to be performed for such sums as may be acceptable to Owner. Design/Builder agrees that:

1. The allowances include the cost to Design/Builder (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Except as set forth in the Contract Documents, Design/Builder's costs for unloading and handling on the Site, labor, installation costs, overhead, profit, and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

B. Prior to final payment, an appropriate Change Order will be issued to reflect actual amounts due Design/Builder on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

10.03 Unit Prices

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all of Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by Design/Builder will be made by Owner.

B. Each unit price will be deemed to include an amount considered by Design/Builder to be adequate to cover Design/Builder's overhead and profit for each separately identified item.

C. Design/Builder or Owner may make a Claim for an adjustment in the Contract Price in accordance with Article 9 if:

1. the quantity of any item of Unit Price Work performed by Design/Builder differs materially and significantly from the estimated quantity of such item indicated in the Contract Documents;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Design/Builder believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes it is entitled to a decrease in Contract Price and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 11 – CHANGE OF CONTRACT PRICE; CHANGE OF CONTRACT TIMES

11.01 Change of Contract Price

A. The Contract Price may only be changed by a Change Order. Any Claim for an adjustment in the Contract Price shall be based on written notice delivered by the party making the Claim to the other party promptly in accordance with paragraph 9.03.A.

B. The value of any Work covered by a Change Order or of any Claim for an adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of such unit prices to the quantities of the items involved (subject to the provisions of paragraph 10.03); or

2. Where the Work involved is not covered by unit prices contained in the Contract Documents, by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with paragraph 11.01.C.2); or

3. Where the Work involved is not covered by unit prices contained in the Contract Documents and agreement to a lump sum is not reached under paragraph 11.01.B.2, on the basis of the Cost of the Work (determined as provided in paragraph 10.01) plus a Design/Builder's Fee for overhead and profit (determined as provided in paragraph 11.01.C).

C. Design/Builder's Fee: The Design/Builder's fee for overhead and profit on Change Orders shall be determined as follows:

1. A mutually acceptable fixed fee; or

2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. For costs incurred under paragraphs 10.01.A.1.a and 10.01.A.2, the Design/Builder's fee shall be 15 percent;

b. For costs incurred under paragraph 10.01.A.3 10.01.A.4, 10.01.A.5 and 10.01.A.6, the Design/Builder's fee shall be five percent;

c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of paragraphs 11.01.C.1 and 11.01.C.2.a is that the Subcontractor who actually performs or furnishes Work, at whatever tier, will be paid a fee of 15 percent of the costs incurred by such Subcontractor under paragraphs 10.01.A.1 and 10.01.A.2 and that any higher tier Subcontractor and Design/Builder will each be paid a fee of five percent of the amount paid to the next lower tier Subcontractor;

d. The amount of credit to be allowed by Design/Builder to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Design/Builder's fee by an amount equal to five percent of such net decrease; and

e. When both additions and credits are involved in any one change, the adjustment in Design/Builder's fee shall be computed on the basis of the net change in accordance with paragraphs 11.01.C.2.a through 11.01.C.2.d, inclusive.

11.02 Change of Contract Times (See Supplementary Conditions)

A. The Contract Times (or Milestones) may only be changed by a Change Order. Any Claim for an adjustment of the Contract Times (or Milestones) shall be based on written notice pursuant to paragraph 9.03.A.

B. *Delays Beyond Design/Builder's Control.* Where Design/Builder is prevented from completing any part of the Work within the Contract Times (or Milestones) due to delay beyond the control of Design/Builder, the Contract Times (or Milestones) will be extended in an amount equal to the time lost due to such delay if a Claim is made therefor as provided in paragraph 11.02.A. Delays beyond the control of Design/Builder shall include, but not be limited to, acts or neglect by Owner, governmental agencies, acts or neglect of utility owners or other contractors performing other construction work as contemplated by Article 7, fires, floods, epidemics, abnormal weather conditions, or acts of God.

C. If Owner or other contractor or utility owners performing other work for Owner as contemplated by Article 7, or anyone for whom Owner is responsible, delays, disrupts, or interferes

with the performance or progress of the Work, then Design/Builder shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Design/Builder's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Design/Builder's ability to complete the Work within the Contract Times.

D. If Design/Builder is delayed in the performance or progress of the Work by fire, flood, epidemic, abnormal weather conditions, acts of God, acts or failures to act of utility owners not under the control of Owner, or other causes not the fault of and beyond control of Owner and Design/Builder, then Design/Builder shall be entitled to an equitable adjustment in Contract Times, if such adjustment is essential to Design/Builder's ability to complete the Work within the Contract Times. Such an adjustment shall be Design/Builder's sole and exclusive remedy for the delays described in this Paragraph 11.02.C.

E. Owner and Owner's Consultant shall not be liable to Design/Builder for any claims, costs, losses, or damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by Design/Builder on or in connection with any other project or anticipated project.

F. Design/Builder shall not be entitled to an adjustment in Contract Price or Contract Times for delays within the control of Design/Builder. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Design/Builder.

ARTICLE 12 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE CONSTRUCTION

12.01 Notice of Defects

A. Owner shall give Design/Builder prompt written notice of all defective Construction of which Owner has actual knowledge. All defective Construction may be rejected, corrected or accepted as provided in this Article 12.

12.02 Access to Construction

A. Owner, Owner's Consultants, other representatives and personnel of Owner, independent testing laboratories and governmental agencies with jurisdictional interests will have access to the Site and the Construction at reasonable times for their observation, inspecting, and testing. Design/Builder shall provide them proper and safe conditions for such access and advise them of Design/Builder's Site safety procedures and programs so that they may comply therewith as applicable.

12.03 Tests and Inspections (See Supplementary Conditions)

A. If the Contract Documents or Laws or Regulations of any public body having jurisdiction require any part of the Construction specifically to be inspected, tested or approved, Design/Builder shall assume full responsibility for arranging and obtaining such inspections, tests or approvals, pay all costs in connection therewith, and furnish Owner the required certificates of inspection or approval. Design/ Builder shall also be responsible for arranging and obtaining and shall pay all costs in connection with any inspections, tests, or approvals required for Owner's acceptance of materials or equipment to be incorporated in the Work or of materials, mix designs, or equipment submitted for approval prior to Design/Builder's purchase thereof for incorporation in the Work.

B. Design/Builder shall give Owner reasonable notice of the planned schedule for all required inspections, tests, or approvals.

C. If any Construction (or the construction work of others) that is required to be inspected, tested, or approved is covered by Design/Builder without written concurrence of Owner, it must, if requested by Owner, be uncovered for observation at Design/Builder's expense unless Design/ Builder has given Owner timely notice of Design/Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice.

12.04 Uncovering Construction

A. If any Construction is covered contrary to the written request of Owner, it must, if requested by Owner, be uncovered for Owner's observation and recovered at Design/Builder's expense.

B. If Owner considers it necessary or advisable that covered Construction be observed by Owner or inspected or tested by others, Design/Builder, at Owner's request, shall uncover, expose or otherwise make available for observation, inspection or testing as Owner may require, that portion of the Construction in question, furnishing all necessary labor, material and equipment. If it is found that such Construction is defective, Design/Builder shall pay all costs and damages caused by or resulting from such uncovering, exposure, observation, inspection and testing and of satisfactory replacement or reconstruction, (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others); and Owner shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If, however, such Construction is not found to be defective, Design/Builder shall be allowed an increase in the Contract Price or an extension of the Contract Times (or Milestones), or both, directly

attributable to such uncovering, exposure, observation, inspection, testing, replacement and reconstruction. If the parties are unable to agree as to the amount or extent thereof, Design/Builder may make a Claim therefor as provided in Article 9.

12.05 Owner May Stop Construction (See Supplementary Conditions)

A. If Construction is defective, or Design/Builder fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents, Owner may order Design/Builder to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop Construction will not give rise to any duty on the part of Owner to exercise this right for the benefit of Design/Builder or any other party.

12.06 Correction or Removal of Defective Construction

A. Owner will have authority to disapprove or reject defective Construction and will have authority to require special inspection or testing of the Construction whether or not the Construction is fabricated, installed or completed. If required by Owner, Design/Builder shall promptly, as directed, either correct all defective Construction, whether or not fabricated, installed or completed, or, if the Construction has been rejected by Owner, remove it from the Site and replace it with non-defective Construction. Design/Builder shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and all court, arbitration, or other dispute resolution costs) arising out of or relating to such correction or removal.

12.07 Correction Period

A. If within one year after the date of Substantial Completion of the entire Work or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Construction is found to be defective, Design/Builder shall promptly, without cost to Owner and in accordance with Owner's written instructions, (i) correct such defective Construction, or, if it has been rejected by Owner, remove it from the Site and replace it with Construction that is not defective, and (ii) satisfactorily correct or remove and replace any damage to other Construction or the work of others resulting therefrom. If Design/Builder does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Construction corrected or the rejected Construction removed and replaced, and all costs, losses, and damages caused by or resulting from such removal and replacement (including but not limited to all

fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs, and all costs of repair or replacement of work of others) will be paid by Design/Builder.

B. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Conceptual Documents.

C. Where defective Construction (and damage to other Construction resulting therefrom) has been corrected, removed or replaced under this paragraph 12.07, the correction period hereunder with respect to such Construction will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

12.08 Acceptance of Defective Construction

A. If, instead of requiring correction or removal and replacement of defective Construction, Owner prefers to accept it, Owner may do so. Design/Builder shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) attributable to Owner's evaluation of and determination to accept such defective Construction. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price reflecting the diminished value of the Construction so accepted. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9. If the acceptance occurs after final payment, an appropriate amount will be paid by Design/Builder to Owner.

12.09 Owner May Correct Defective Construction

A. If Design/Builder fails within a reasonable time after written notice from Owner to correct defective Construction or to remove and replace rejected Construction as required by Owner in accordance with paragraphs 12.06.A or 12.07.A, or if Design/Builder fails to perform the Construction in accordance with the Contract Documents, or if Design/Builder fails to comply with any other provision of the Contract Documents, Owner may, after seven days' written notice to Design/Builder, correct and remedy any such deficiency.

B. In exercising the rights and remedies under this paragraph 12.09 Owner shall proceed expeditiously. In connection with such corrective and remedial action, Owner may exclude Design/Builder from all or part of the Site, take possession of all or part of the Construction, and suspend Design/Builder's services related thereto, take possession of Design/Builder's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Construction all materials and equipment stored at the Site or for which

Owner has paid Design/Builder but which are stored elsewhere. Design/Builder shall allow Owner, Owner's Consultant, Owner's representatives, agents, employees, and other contractors access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All costs, losses, and damages (included but not limited to fees and charges of engineers, architects, attorneys and other professionals, all court or arbitration or other dispute resolution costs and all costs of repair or replacement of work of others) incurred or sustained by Owner in exercising such rights and remedies under this paragraph 12.09 will be charged against Design/Builder and a Change Order will be issued incorporating the necessary revisions in the Contract Documents, and Owner shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Owner may make a Claim therefor as provided in Article 9.

D. Design/Builder shall not be allowed an extension of the Contract Times (or Milestones) because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this paragraph 12.09.

ARTICLE 13 – PAYMENTS TO DESIGN/BUILDER AND COMPLETION

13.01 Schedule of Values

A. The Schedule of Values established as provided in paragraph 2.06.A will serve as the basis for progress payments. Progress payments on account of Unit Price Work will be based on the number of units completed.

13.02 Application for Progress Payment

A. On or about the date established in the Agreement for submission of each application for progress payment (but not more often than once a month), Design/Builder shall submit to Owner for review an Application for Payment filled out and signed by Design/Builder covering the Work completed as of the date indicated on the Application and accompanied by supporting documentation as required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which will be satisfactory to Owner.

B. Beginning with the second Application for Payment, each Application shall include an affidavit of Design/Builder stating that all previous progress payments received on

account of the Work have been applied on account to discharge Design/Builder's legitimate obligations associated with prior Applications for Payment.

C. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

13.03 Progress Payments

A. *Procedure.* Progress payments shall be made by the Owner to the Design/Builder according to the following procedure:

1. Owner will, within ten days of receipt of each Application for Payment, either indicate in writing its acceptance of the Application and state that the Application is being processed for payment, or return the Application to Design/Builder indicating in writing its reasons for refusing to accept the Application. Not more than ten days after accepting such Application the amount will become due and when due will be paid by Owner to Design/Builder.

2. If Owner should fail to pay Design/Builder at the time the payment of any amount becomes due, then Design/Builder may, at any time thereafter, upon serving written notice that he will stop the Work within seven days after receipt of the notice by Owner, and after such seven day period, stop the Work until payment of the amount owing has been received. Written notice shall be deemed to have been duly served if sent by certified mail to the last known business address of Owner.

3. Payments due but unpaid shall bear interest at the rate specified in the Agreement.

4. No Progress Payment nor any partial or entire use or occupancy of the Project by Owner shall constitute an acceptance of any Work not in accordance with the Contract Documents.

B. *Reduction in or Refusal to Make Payment.* Owner may refuse to make the whole or any part of any such payment, or because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any previous payment, to the extent that is reasonably necessary to protect Owner from loss because:

1. the Construction is defective, or completed Construction has been damaged requiring correction or replacement; or

2. the Contract Price has been reduced by Change Order; or

3. Owner has been required to correct defective Construction or complete Work in accordance with paragraph 12.09.A; or

4. Owner has actual knowledge of the occurrence of any of the events enumerated in paragraphs 14.02.A.; or

5. Claims have been made against Owner on account of Design/Builder's performance or furnishing of the Work; or

6. Liens have been filed in connection with the Work, except where Design/Builder has delivered a specific Bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or

7. There are other items entitling Owner to a set off against the amount for which application is made.

C. If Owner refuses to make payment of the full amount requested by Design/Builder, Owner must give Design/Builder immediate written notice stating the reasons for such action and promptly pay Design/Builder any amount remaining after deduction of the amount withheld. Owner shall promptly pay Design/Builder the amount withheld or any adjustment thereto agreed to when Design/Builder corrects to Owner's satisfaction the reason for such action.

13.04 Design/Builder's Warranty of Title

A. Design/Builder warrants and guarantees that title to all Construction, materials, and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to Owner no later than the time of payment free and clear of all Liens.

13.05 Substantial Completion

A. When Design/Builder considers the Work ready for its intended use Design/Builder shall notify Owner in writing that the Work is substantially complete (except for items specifically listed by Design/Builder as incomplete) and request that Owner issue a certificate of Substantial Completion. Promptly thereafter, Owner and Design/Builder shall make an inspection of the Work to determine the status of completion. If Owner does not consider the Work substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers the Work substantially complete, Owner will prepare and deliver to Design/Builder a certificate of Substantial Completion which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment. At the time of delivery of the certificate of Substantial Completion Owner will deliver to Design/Builder a written determination as to division of responsibilities pending final payment between Owner and Design/Builder with respect to security, operation, safety, protection of Construction, maintenance, heat, utilities, insurance and warranties and guarantees.

B. Owner will have the right to exclude Design/Builder from the Site after the date of Substantial Completion, but

Owner will allow Design/Builder reasonable access to complete or correct items on the list of items to be completed.

13.06 Partial Utilization

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Construction which (i) has specifically been identified in the Contract Documents, or (ii) Owner and Design/Builder agree constitute a separately functioning and usable part of the Construction that can be used by Owner for its intended purpose without significant interference with Design/Builder's performance of the remainder of the Construction, subject to the following:

1. Owner at any time may request Design/Builder in writing to permit Owner to use or occupy any such part of the Construction which Owner believes to be ready for its intended use and substantially complete. If Design/Builder agrees that such part of the Work is substantially complete, Design/Builder will certify to Owner that such part of the Construction is substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Construction. Design/Builder at any time may notify Owner in writing that Design/Builder considers any such part of the Work ready for its intended use and substantially complete and request Owner to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, Owner and Design/Builder shall make an inspection of that part of the Work to determine its status of completion. If Owner does not consider that part of the Work to be substantially complete, Owner will notify Design/Builder in writing giving the reasons therefor. If Owner considers that part of the Work to be substantially complete, the provisions of paragraph 13.05 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

2. No use or occupancy of part of the Construction will be accomplished prior to compliance with the requirements of paragraph 5.10 regarding property insurance.

13.07 Final Inspection

A. Upon written notice from Design/Builder that the entire Work or an agreed portion thereof is complete, Owner will make a final inspection with Design/Builder and will notify Design/Builder in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Design/Builder shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

13.08 Final Payment

A. Application for Payment.

1. After Design/Builder has completed all such corrections to the satisfaction of Owner and delivered in accordance with the Contract Documents all maintenance and operating instructions, schedules, guarantees, Bonds, certificates or other evidence of insurance, certificates of inspection, record documents (as provided in paragraph 6.12) and other documents, Design/Builder may make application for final payment following the procedure for progress payments.

2. The final Application for Payment shall be accompanied (unless previously delivered) by: (i) all documentation called for in the Contract Documents, including but not limited to the evidence of insurance required by paragraph 5.04.B.7; (ii) consent of the surety, if any, to final payment; and (iii) complete and legally effective releases or waivers (satisfactory to Owner) of all Liens arising out of or filed in connection with the Work.

3. In lieu of such releases or waivers of Liens specified in paragraph 13.08.A.2 and as approved by Owner, Design/Builder may furnish receipts or releases in full and an affidavit of Design/Builder that: (i) the releases and receipts include all labor, services, material and equipment for which a Lien could be filed, and (ii) all payrolls, material and equipment bills and other indebtedness connected with the Work for which Owner or Owner's property might in any way be responsible have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Design/Builder may furnish a Bond or other collateral satisfactory to Owner to indemnify Owner against any Lien.

B. *Final Payment and Acceptance.* If Owner is satisfied that the Work has been completed and Design/Builder's other obligations under the Contract Documents have been fulfilled, Owner will, within ten days after receipt of the final Application for Payment, give written notice to Design/Builder that the Work is acceptable. Otherwise, Owner will return the Application to Design/Builder, indicating in writing the reasons for refusing to process final payment, in which case Design/Builder shall make the necessary corrections and resubmit the Application.

C. *Payment Becomes Due.* Thirty days after the presentation to Owner of the acceptable Application and accompanying documentation, in appropriate form and substance and with Owner's notice of acceptability, the amount will become due and will be paid by Owner to Design/Builder.

13.09 Final Completion Delayed

A. If, through no fault of Design/Builder, final completion of the Work is significantly delayed, Owner shall, upon receipt of Design/Builder's final Application for Payment, and without terminating the Agreement, make payment of the

balance due for that portion of the Work fully completed and accepted. If the remaining balance to be held by Owner for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01.A, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by Design/Builder to Owner with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

13.10 Waiver of Claims

A. The making and acceptance of final payment will constitute:

1. A waiver of all Claims by Owner against Design/Builder, except Claims arising from unsettled Liens, from defective Construction appearing after final inspection pursuant to paragraph 13.07, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from Design/Builder's continuing obligations under the Contract Documents; and

2. A waiver of all Claims by Design/Builder against Owner other than those previously made in writing and still unsettled.

ARTICLE 14 – SUSPENSION OF WORK AND TERMINATION

14.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 days by notice in writing to Design/Builder which will fix the date on which Work will be resumed. Design/Builder shall resume the Work on the date so fixed. Design/Builder shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if Design/Builder makes a Claim therefor as provided in Article 9.

14.02 Owner May Terminate for Cause (See Supplementary Conditions)

A. The occurrence of any one or more of the following events justifies termination for cause:

1. Design/Builder's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established

under paragraph 2.06.A as adjusted from time to time pursuant to paragraph 6.05).

2. Design/Builder's disregard of Laws or Regulations of any public body having jurisdiction.

3. Design/Builder's violation in any substantial way of provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 14.02.A occur, Owner may, after giving Design/Builder (and the surety, if any) seven days' written notice, terminate the services of Design/Builder, take possession of any completed Drawings and Specifications prepared by or for Design/Builder (subject to the indemnification provisions of paragraph 3.05.A), exclude Design/Builder from the Site, and take possession of the Work and of all Design/Builder's tools, appliances, construction equipment and machinery at the Site and use the same to the full extent they could be used by Design/Builder (without liability to Design/Builder for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Design/Builder but which are stored elsewhere, and finish the Work as Owner may deem expedient. In such case Design/Builder shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all costs, losses and damages sustained by Owner arising out of or resulting from completing the Work (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) such excess will be paid to Design/Builder. If such costs, losses and damages exceed such unpaid balance, Design/Builder shall pay the difference to Owner. Such costs, losses and damages incurred by Owner will be incorporated in a Change Order. When exercising any rights or remedies under this paragraph Owner shall not be required to obtain the lowest price for the Work performed.

C. Notwithstanding paragraph 14.02.B, Design/Builder's services will not be terminated if Design/Builder begins, within seven days of receipt of notice of intent to terminate, to correct its failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of said notice. **(See Supplementary Conditions)**

D. Where Design/Builder's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Design/Builder then existing or which may thereafter accrue. Any retention or payment of moneys due Design/Builder by Owner will not release Design/Builder from liability.

14.03 Owner May Terminate for Convenience (See Supplementary Conditions)

A. Upon seven days' written notice to Design/Builder, Owner may, without cause and without prejudice to any other

right or remedy of Owner, elect to terminate the Contract. In such case, Design/Builder shall be paid (without duplication of any items) for:

1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. Amounts paid in settlement of terminated contracts with Subcontractors, Suppliers and others (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs incurred in connection with termination of contracts with Subcontractors, Suppliers and others); and

4. Reasonable expenses directly attributable to termination.

B. Except as provided in paragraph 14.03.C, Design/Builder shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

14.04 Design/Builder May Stop Work or Terminate

A. If, through no act or fault of Design/Builder, the Work is suspended for a period of more than 90 days by Owner or under an order of court or other public authority, or Owner fails to act on any Application for Payment within thirty days after it is submitted or Owner fails for thirty days to pay Design/Builder any sum finally determined to be due, then Design/Builder may, upon seven days' written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, terminate the Agreement and recover from Owner payment on the same terms as provided in paragraph 14.03.A. In lieu of terminating the Agreement and without prejudice to any other right or remedy, if Owner has failed for 30 days to pay Design/Builder any sum finally determined to be due, Design/Builder may upon seven days' written notice to Owner stop the Work until payment is made of all such amounts due Design/Builder, including interest thereon. The provisions of this paragraph 14.04.A are not intended to preclude Design/Builder from making Claim under Article 9 for an increase in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Design/Builder's stopping Work as permitted by this paragraph.

ARTICLE 15 – DISPUTE RESOLUTION (See Supplementary Conditions)

15.01 Methods and Procedures

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no such method and procedure has been set forth, Owner and Design/Builder may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 16 – MISCELLANEOUS

16.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by certified mail, postage prepaid, to the last business address known to the giver of the notice.

16.02 Computation of Times

A. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

16.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by:

1. Laws or Regulations; or
2. any special warranty or guarantee; or
3. other provisions of the Contract Documents.

B. The provisions of paragraph 16.03.A will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy to which they apply.

16.04 *Survival of Obligations*

A. All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion and acceptance of the Work and termination or completion of the Contract.

16.05 *Controlling Law*

A. The Contract Documents will be construed in accordance with the law of the place of the Project.

SECTION 00820

SUPPLEMENTARY CONDITIONS TO THE STANDARD GENERAL CONDITIONS

These SUPPLEMENTARY CONDITIONS amend or supplement the GENERAL CONDITIONS (GC) of the Construction Contract (No. D-700,2002 Edition) and other provisions of the Contract Documents as indicated below. All provisions which are not so amended or supplemented remain in full force and effect.

SC-1.01A

The terms in these SUPPLEMENTARY CONDITIONS which are defined in the Standard general conditions OF THE Construction Contract have the meanings assigned to them in the GENERAL CONDITIONS.

Add the following definition: ENGINEER - The design/build contract documents for this project have been prepared by Eckler Engineering, Inc. who is hereinafter called ENGINEER and who is to act as OWNER's representative.

SC-3.03.B

In resolving inconsistencies among two or more Sections of the Design/Build Contract Documents, precedence shall be given in the following order:

1. Contract.
2. Supplementary Conditions.
3. Instructions to Proposers.
4. General Conditions.
5. Specifications.
6. Design Intent/Concept Drawings.

Figure dimensions on Drawings shall take precedence over scale dimensions and detailed drawings shall take precedence over general drawings.

SC-3.05

Add the following paragraphs after GC 3.05A:

Use of Documents. All documents, including but not limited to drawings, specifications, plans, reports, other items and data or programs stored electronically (collectively referred to as "Documents" hereafter), prepared by the DESIGN/BUILDER and DESIGN/BUILDER's sub-consultants or sub-contractors under this contract shall be considered a "Work for Hire" and the exclusive property of the OWNER. To the extent such Documents may not be deemed a "Work for Hire" under applicable law, DESIGN/BUILDER and DESIGN/BUILDER's sub-consultants and sub-contractors will assign to OWNER all right, title and interest in and to DESIGN/BUILDER and DESIGN/BUILDER's sub-consultants' and sub-contractors' copyright(s) for such Documents. DESIGN/BUILDER shall execute and deliver to OWNER such instruments of transfer and take such other action that OWNER may reasonable request, including, without limitation, executing and filing, at OWNER's expense, copyright applications, assignments and other documents required for the protection of OWNER's right to such Documents. The DESIGN/BUILDER shall retain copies of the Documents for a period of three (3) years from the date of completion of the Project. The OWNER grants to the DESIGN/BUILDER and DESIGN/BUILDER's sub-consultants and sub-contractors the right and/or limited license to use a portion of the Documents prepared by the DESIGN/BUILDER or the DESIGN/BUILDER's sub-consultants and sub-contractors in future projects

of the DESIGN/BUILDER or the DESIGN/BUILDER's sub-consultants and sub-contractors with said right and/or limited license to use a portion at DESIGN/BUILDER's or DESIGN/BUILDER's sub-consultant's and sub-contractor's own risk and without any liability to OWNER.

The DESIGN/BUILDER and the DESIGN/BUILDER's sub-consultants and sub-contractors, upon written request from the OWNER, will provide in electronic form applicable portions of any Documents prepared for a Project appropriate to and for use of OWNER or OWNER's consultants. Release of the electronic form to OWNER's consultants shall be without liability to the DESIGN/BUILDER.

Any modifications made by the OWNER to any of the DESIGN/BUILDER's Documents, or any use, partial use or reuse of the Documents without written authorization or adaptation by the DESIGN/BUILDER will be at the OWNER's sole risk and without liability to the DESIGN/BUILDER. Any electronic files not containing an electronic seal are provided only for the convenience of the OWNER, and use of them is at the OWNER's sole risk.

SC-4.04.E

Delete paragraph 4.04.E of the GENERAL CONDITIONS in its entirety.

SC-4.04.F

Delete paragraph 4.04.F of the GENERAL CONDITIONS in its entirety.

SC-5.01D

Add the following paragraph:

"D. Bonds shall comply with the requirements of Florida Statutes 255.05."

SC-5.03A

Delete the last sentence of this paragraph in its entirety.

SC-5.04

Add the following to define the DESIGN/BUILDER's minimum requirements for insurance for the project work.

General Liability

1. Bodily injury coverage in limits not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate.
 2. Property damage coverage in limits not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate.
 3. Personal injury coverage in limits not less than \$1,000,000 aggregate.
- or
4. Bodily injury, personal injury, and damage coverage in a combined single limit of not less than \$2,000,000 each occurrence and aggregate.

Automobile Liability

1. Bodily injury coverage in limits not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate.
2. Property damage coverage in limits not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate.
- or
3. Bodily injury and property damage coverage in a combined single limit of not less than \$2,000,000 each occurrence and aggregate.

The Liability Insurance, except Workers' Compensation coverages, shall include as additional insured: The OWNER, ENGINEER, and each of their directors, officers, agents and employees. The insurance afforded to these additional insureds shall be primary insurance. If additional insureds have other insurance which might be applicable to any loss, the amount of the insurance provided under Article 5 shall not be reduced or prorated by the existence of such other insurance.

DESIGN/BUILDER shall provide properly executed and completed "Certificates of Insurance and Insurance Endorsement" forms in the exact wording and format presented in these contract documents before starting work.

Insureds must be authorized to do business and have an agent for service of process in Florida and have an "A" policyholder's rating and a financial rating of at least Class XI in accordance with the most current Best's Rating.

Workers' Compensation Insurance

1. As set forth in Article 5 of the GC, DESIGN/BUILDER shall purchase and maintain Workmen's Compensation Insurance written for not less than the limits required by law and provide properly completed and executed "Certificates of Insurance and Insurance Endorsement" forms in the exact format and wording presented in these Contract Documents before starting work.
2. The DESIGN/BUILDER also agrees to obtain a waiver of subrogation as against the OWNER, the OWNER's Consultants, and each of their directors, officers, agents and employees by reason of any payment made on account of injury, including death resulting therefrom, sustained by any employee of the insured, arising out of the performance of the above-referenced contract.
3. DESIGN/BUILDER must have its own policy of Workers' Compensation and not onethrough a licensed leasing company.

Professional Liability Insurance

1. Where applicable, the DESIGN/BUILDER shall provide to the OWNER proof that his design professional Engineer or engineering firm(s) have Professional Liability Errors and Omissions insurance in an amount of not less than \$1,000,000. This is applicable to all engineering firms with which DESIGN/BUILDER has a direct contract for this project.

SC-5.06A

Delete paragraph 5.06 A, B, C, D, and E of the General Conditions in their entirety.

SC-5.07

Delete paragraph 5.07 of the GENERAL CONDITIONS in its entirety.

SC-5.08

Delete paragraph 5.08 of the GENERAL CONDITIONS in its entirety.

SC-5.09

Delete paragraph 5.09 of the GENERAL CONDITIONS in its entirety and substitute the following in its place:

If the OWNER has any objection to the coverage afforded by or other provisions of the Bonds or insurance required to be purchased and maintained by the DESIGN/BUILDER in accordance with Article 5 on the basis of nonconformance with the Contract Documents, the OWNER shall so notify the DESIGN/BUILDER in writing within ten (10) days after receipt of the certificates (or other evidence requested) required by paragraph 5.3. DESIGN/BUILDER shall provide to the OWNER such additional information in respect to insurance provided as the OWNER may reasonably request. If DESIGN/BUILDER does not purchase or maintain all of the bonds and insurance required of DESIGN/BUILDER by the Contract Documents, DESIGN/BUILDER shall notify the OWNER in writing of such failure to maintain prior to any change in the required coverage. Without prejudice to any other right or remedy, the OWNER may elect to terminate the Contract to protect OWNER's interest at the expense of the DESIGN/BUILDER who was required to provide and maintain such bond and insurance coverage.

SC-6.05

Add the following language at the end of subparagraph 6.05 A.1. "DESIGN/BUILDER shall furnish a revised progress schedule with each monthly payment request."

SC-6.07C

Delete paragraph 6.07C from the GENERAL CONDITIONS in its entirety.

SC-6.08.A

Add the following paragraphs immediately after paragraph 6.08.A of the GENERAL CONDITIONS which reads as follows:

The OWNER has obtained permits for the design or construction of these facilities from the following agencies:

Refer to Section 01010-Summary of Work.

Pursuant to Public Bid Disclosure Act, the permits and fees which the CONTRACTOR must obtain and pay prior to or during this project are as follows:

Refer to Section 01010-Summary of Work.

SC-6.11.A.3

Delete "... arbitration or other dispute resolution costs...", and as so amended paragraph 6.11.A.3 remains in effect.

SC-6.12

Add a paragraph immediately after paragraph 6.12 of the General Conditions which is to read as follows:

6.12.B. Should the CONTRACTOR fail to submit record drawings in accordance with these specifications the first time, the drawings will be returned to the CONTRACTOR and the cost of the ENGINEER's time to review subsequent submittals will be deducted from the Contract amount through the issuance of a change order.

SC-6.17.D

Add a paragraph immediately after paragraph 6.17.C of the GENERAL CONDITIONS which is to read as follows:

"Should the CONTRACTOR fail to submit shop drawings in accordance with these specifications on the second submittal, the cost of the ENGINEER's time to review subsequent submittals will be deducted from the Contract amount through the issuance of a change order."

SC-6.21.A

Delete paragraph 6.21.A of the General Conditions and replace with the following paragraph:

"A. To the fullest extent permitted by Laws or Regulations, DESIGN/BUILDER shall indemnify and hold harmless OWNER, OWNER's Consultants, and the officers, directors, partners, employees, other consultants and subcontractors of each from and against all claims, liabilities, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) arising out of or resulting from the performance of Construction, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom) but only to the extent caused by the negligence, recklessness or intentional wrongful misconduct of DESIGN/BUILDER, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform or furnish any of the Work."

SC-8.01

Delete subparagraph 8.01 A.6.e, of the GENERAL CONDITIONS in its entirety.

SC-8.03

Responsibilities of the Owner's project site representative shall be as defined during the preconstruction meeting.

SC-11.02

Amend the first sentence of Paragraph 11.02C of the GENERAL CONDITIONS by striking out the words "shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both and substitute the following words:

"may be entitled to an equitable adjustment in the Contract Times".

SC-12.03

Add the following language at the end of the last sentence of Paragraph 12.03 C of the GENERAL CONDITIONS:

Neither observations by the OWNER or ENGINEER or inspections, tests or approval by others shall relieve DESIGN/BUILDER from DESIGN/BUILDER's obligations to perform the work in accordance with the Contract Documents.

SC-12.05

Delete Paragraph 12.05A of the GENERAL CONDITIONS in its entirety and replace with the following:

"A. If Construction is defective, or DESIGN/BUILDER fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform Construction in such a way that the completed Construction will conform to the Contract Documents or fails to comply with requirements of Contract Documents, OWNER may order DESIGN/BUILDER to stop Construction or any portion thereof, until the cause for such order has been eliminated; however, this right of OWNER to stop Construction will not give rise to any duty on the part of OWNER to exercise this right for the benefit of DESIGN/BUILDER or any other party.

SC-14.02

Wherever the term seven days or (7) days is used in a written notice as appears in Subparagraphs 14.02 B and 14.02 C, amend the same to read "a maximum of ten (10) calendar days".

SC-14.02C

The following paragraph shall be added after 14.02.C of the General Conditions:

"DESIGN/BUILDER's right to cure a violation of the bond and insurance provisions of the Contract Documents is excluded from GC-14.02.C."

SC-14.03

Delete the words seven (7) days and substitute the words "ten (10) calendar days" in the first sentence of Paragraph 14.03 of the GENERAL CONDITIONS.

SC-15

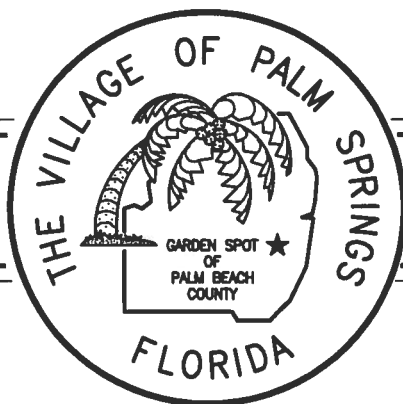
The following paragraphs set forth the procedure for Dispute Resolution under the GENERAL CONDITIONS:

"OWNER and DESIGN/BUILDER agree that they will first submit any and all unsettled Claims, counterclaims, disputes and other matters in question between them arising out of or relating to the Contract Documents, or the performance or breach thereof, ("Dispute") to mediation by a certified mediator prior to either of them initiating against the other a lawsuit or any other type of action to enforce the terms of this contract. Should the mediation fail to resolve the Dispute, either party may take whatever lawful action it deems appropriate in order to enforce the terms of this contract.

Cost of mediation shall be shared equally by OWNER and DESIGN/BUILDER."

END OF SECTION

PART 4



SPECIFICATIONS

SECTION 01010

SUMMARY OF WORK

PART 1 SCOPE OF WORK

1.01 GENERAL

- A. The DESIGN/BUILDER's scope of services will include but not be limited to all work required to furnish all labor, materials, equipment, incidentals, engineering, fabrication, delivery, installation, testing, and other pertinent work to complete and make operable the proposed SCADA System Improvements and associated work in accordance with the design criteria.
- B. There are twenty-three (23) potential proposed remote locations. Base project has eleven (11) proposed remote locations.

A project location map is included in Design Intent/Concept Drawings.
- C. The DESIGN/BUILDER shall be responsible for coordinating all construction activities with access to and the everyday activities associated with existing facility access.
- D. The DESIGN/BUILDER will be responsible for the project through Notice to Proceed and through Contract Closeout.
- E. Project components' description, general and specific design criteria, and overall project administrative items shall be as specified herein.
- F. The Technical Specifications contained herein this manual have been provided to establish the level of quality required for this project. It shall be the responsibility of the DESIGN/BUILDER to coordinate and select materials, equipment, and miscellaneous items that meet the design criteria and the specified requirements.

1.02 PROJECT BUDGET

- A. Project budget is published in Section 00100 - Instructions to Proposers, Article 4.

1.03 GENERAL DESCRIPTION OF THE WORK

- A. Design, permitting, construction, and startup of SCADA System Improvements for the Village of Palm Springs, Florida.

1.04 DESCRIPTION OF PROPOSED PROJECT COMPONENTS

- A. Preliminary Engineering design and investigation (inclusive of radio frequency survey(s)).
- B. Design, construction, and startup of SCADA system improvements at seven (7) existing sanitary pump station sites inclusive of all components, I/O, electrical, and necessary appurtenances per the design intent/concept drawings.
- C. Design, construction, and startup of SCADA system improvements at three (3) existing vacuum sanitary pump stations inclusive of all components, I/O, electrical, and necessary appurtenances per the design intent/concept drawings.

- D. Design, construct and startup Kirk Road Utility Maintenance Building SCADA node and HMI inclusive of all components, I/O, electrical, and necessary appurtenances per the design intent/concept drawings.
- E. Prepare and provide shop drawing submittals for all work components.
- F. Provide all specified record drawings, photographs, and other record documents.
- G. Provide all surface restoration work and site cleanup in order to return the installation site(s) to conditions existing prior to mobilization of DESIGN/BUILDER's personnel. This will include repairs and/or replacement of existing asphalt roadway, concrete pavement, sod, fencing and general cleanup of areas impacted by the DESIGN/BUILDER's work.
- H. The DESIGN/BUILDER shall provide all other required work whether implied or incidental to the proper completion of this project.

1.05 ALTERNATE ITEMS

- A. The OWNER may require the following alternate items in the event they become necessary for the successful completion of this project:
 - 1. Add/Alternate items 1A through 13A, as listed in Section 00311 - Proposal Form, complete per specifications and Design/Conceptual Drawings.
- B. Alternate item(s) shall not be included or utilized in the bid evaluation process. If alternates are to be accepted, they will be added prior to the recommendation of award based on available funding at the time.
- C. Should alternate items be requested by VILLAGE, DESIGN/BUILDER will be notified within six (6) months from the Notice to Proceed. All requested alternate work shall be completed within the specified contract time.

1.06 CONTRACT MILESTONES

- A. The following milestones shall be allowed for the DESIGN/BUILDER to complete this work:

<u>Activity Number</u>	<u>Milestone Activity Description</u>
1.	Notice to Proceed
2.	Shop Drawing Submittal
3.	OWNER/ENGINEER review and approval
4.	Construction
5.	Commissioning/Startup
6.	Project Closeout
7.	First Year's Operational Assistance

- B. DESIGN/BUILDER shall provide a CPM schedule of project within seven (7) days of receipt of contract award.

1.07 PERMITS

- A. The OWNER has applied for the following permits for the design and construction of these facilities:
 - 1. None.

- B. Pursuant to the Public Bid Disclosure Act, the permits and fees which the DESIGN/BUILDER must apply for, obtain and pay during this project are as follows:

1. None required. Control Maintenance Project.

1.08 SPECIAL PROJECT CONSIDERATIONS

- A. DESIGN/BUILDER shall maintain existing pump/vacuum station(s) capability for OWNER at all times via proposed or existing systems.
- B. Temporary shutdowns of existing pump/vacuum station(s) capabilities may be required for connections to existing facilities. DESIGN/BUILDER shall coordinate these requirements with the OWNER a minimum of 48 hours in advance.
- C. VILLAGE shall provide bypass pumping for Alternate Bid Item Number 1A, if required.

1.09 PROJECT DELIVERABLES

- A. DESIGN/BUILDER shall coordinate and provide a minimum of eight (8) paper copies or one (1) electronic file of each document and/or submittal specified for delivery to the ENGINEER.
- B. Shop Drawing Submittals shall consist of:
1. DESIGN/BUILDER shall provide shop drawing submittals showing that the materials being purchased and/or fabricated for this project meet the requirements of the conceptual design drawings/ specifications and the design criteria for this project.
- C. Project construction phase closeout submittals shall consist of:
1. Copies of all project record drawings and specifications detailing the as-built construction of the proposed improvements.
2. Final release of lien from the DESIGN/BUILDER upon completion of the project and receipt of final payment from the OWNER.

1.10 ALLOWANCES

- A. The DESIGN/BUILDER shall include in the proposal, the Lump Sum allowances itemized below to establish a fund which shall be used only by the DESIGN/BUILDER with the specific approval of the ENGINEER to pay the cost of items not called for in these Specifications which cannot be anticipated at the time of Proposal. Payment for items of allowance shall be made in accordance with Article 11 of the General Conditions. Any unused balance of allowance shall revert to the OWNER upon completion of the Work.

<u>BID ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
	VILLAGE will establish a contingency allowance at time of contract award.	<u>\$0.00</u>
	TOTAL	\$0.00

- B. Additional contract time for providing miscellaneous work shall be as requested by DESIGN/BUILDER and as approved by OWNER and ENGINEER.

1.11 WARRANTY

- A. The DESIGN/BUILDER shall warrant the system(s) and component(s) being supplied to the OWNER against defects in workmanship and materials for a period of two (2) years under normal use, operation and service. Warranty period shall begin with Date of Substantial Completion. Individual warranty periods shall be established for each project site.

Warranty shall be full unlimited (all peril) 100% labor and materials for entire two (2) year period. No limited or pro-rated warranty conditions are acceptable.

- B. The MANUFACTURER's warranty period shall run concurrently with the DESIGN/BUILDER's warranty period. No exception to this provision shall be allowed. The DESIGN/BUILDER shall be responsible for proper storage of the equipment so as to remain in an "as shipped" condition.

PART 2 DESIGN CRITERIA

2.01 GENERAL DESIGN CRITERIA

- A. All materials not in an air conditioned space must be corrosion resistant or enclosed in a corrosion resistant housing, per specifications.

2.02 CIVIL DESIGN CRITERIA

- A. Civil Design Criteria
 - 1. All areas disturbed by progression of work shall be restored by DESIGN/BUILDER to conditions existing prior to project site mobilization.
 - 2. Project areas shall be free of all work related debris at completion of project.

2.03 STRUCTURAL DESIGN CRITERIA

- A. Codes:
 - 1. Florida Building Code, Latest Edition.
 - 2. ASCE-7, Minimum Design Loads for Buildings and Other Structures, Latest Revision.
- B. Loading Criteria:
 - 1. Design wind pressures derived from ASCE7-10 per FBC Section 1609 for the following criteria:

Basic Wind Speed = 180 mph (3 second gust)
Exposure = C
- C. Proposed Structural Improvements
 - 1. Provide new or modify existing electrical equipment supports for the proposed panels.
 - 2. Provide improvements as shown in design intent/concept drawings, or specified herein.

2.04 ELECTRICAL DESIGN CRITERIA

- A. Electric equipment, materials and installation shall comply with the latest edition of the following codes and standards:
 - 1. National Electrical Safety Code (NESC).
 - 2. Occupational Safety and Health Administration (OSHA).
 - 3. National Fire Protection Association (NFPA).
 - 4. National Electrical Manufacturers Association (NEMA).
 - 5. American National Standards Institute (ANSI).
 - 6. Insulated Cable Engineers Association (ICEA).
 - 7. Instrument Society of America (ISA).
 - 8. Underwriters Laboratories (UL).
 - 9. Factory Mutual (FM).
 - 10. International Electrical Testing Association (NETA).
 - 11. Institute of Electrical and Electronic Engineers (IEEE).
 - 12. National Electric Code (NEC).
 - 13. All applicable local electric codes.
- B. Proposed Electrical Work
 - 1. Extend wiring/conduit to all new and existing controls and field instruments.
 - 2. Installation of all control and RTU panels.
 - 3. Conduit/wiring to serve new RTU locations.
 - 4. Installation of antennas at remote sites.
 - 5. Grounding per NEC.
 - 6. Other work as shown per the design intent/concept drawings, or specified herein.

2.05 INSTRUMENTATION AND CONTROLS

- A. Proposed Instrumentation and Control Work.
 - 1. Provide instrumentation, controls, and reports in accordance with design intent/concept drawings and specifications (Division 13).
 - 2. Design and complete field modifications to existing control panels to facilitate installation of new RTU's.
 - 3. Design and complete Kirk Rorad Utilities Building SCADA Node, HMI.
 - 4. Provide programming for all SCADA systems improvements inclusive of RTU's and existing computers.

5. Provide troubleshooting, commissioning, and startup of all new SCADA and I&C systems.
6. Complete all radio frequency surveys and evaluations.
7. Other work as shown per the design intent/concept drawings, or specified herein.

END OF SECTION

SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. DESIGN/BUILDER shall collect, maintain, and provide the required record documents and samples for the project, including record drawings, construction photographs, and material samples.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 00701 - EJCDC STANDARD GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN/BUILDER.
- B. Section 00820 - Supplementary Conditions.
- C. Section 01010 - Summary of Work.

1.03 SUBMITTALS

- A. At Contract closeout, deliver Record Documents and samples under provisions of Section 01010 - Summary of Work.
- B. Preconstruction video shall be submitted prior to any work at the individual sites.
- C. Submittal quantities shall be as follows:
 - 1. Final Record Drawings - two (2) sets.

1.04 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. In addition to requirements in GENERAL CONDITIONS, maintain at the site for OWNER one record copy of:
 - 1. Project Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. ENGINEER's field orders or written instructions.
 - 6. Reviewed shop drawings, product data, and samples.
 - 7. Field test records.
 - 8. Inspection certificates.
 - 9. Manufacturer's certificates.
 - 10. Construction photographs.
- B. Store Record Documents and samples apart from documents used for construction. Provide organized, dry, secure storage for Record Documents.
- C. Label Record Documents and samples in accordance with Section number listings in Table of Contents of this Project Manual. Label each document "PROJECT RECORD" in neat, large, printed letters.
- D. Maintain Record Documents in a clean, dry and legible condition. Do not use Record Documents for construction purposes.
- E. Keep Record Documents and samples available for inspection by ENGINEER.

1.05 RECORDING

- A. Record information on a set of blackline drawings and in a copy of the Contract Documents (Specifications) Book provided by ENGINEER.
- B. Provide color marking pens for recording information. Color coding system used shall be approved by ENGINEER. Recommended color coding system as follows:

Green = Deleted Item or Work
Red = Revised Item or Work
Blue = Notation or Clarification
- C. Record information concurrently with construction progress. Do not conceal any work until required information is recorded.
- D. Contract Drawings and Shop Drawings: Legibly mark each item to record actual construction, including:
 - 1. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of construction.
 - 2. Field changes of dimension and detail of all disciplines.
 - 3. Changes made by Modifications of all disciplines.
 - 4. Details not on original Contract Drawings of all disciplines.
 - 5. References to related shop drawings and Modifications of all disciplines.
 - 6. Dimensional changes to drawings.
 - 7. Revisions to details shown on drawings.
 - 8. Revisions to routing of piping and conduits.
 - 9. Revisions to electrical circuitry.
 - 10. Actual equipment locations.
 - 11. Changes made by Change Order or Construction Change Directive.
 - 12. Details not on the original Contract Drawings.
 - 13. Field records for variable and concealed conditions.
 - 14. Record information on the Work that is shown only schematically.
 - 15. In general, document all revisions/modifications to contract documents.
- E. Specifications: Legibly mark each item to record actual construction, including:
 - 1. Manufacturer, trade name, and catalog number of each product actually installed, paying particular attention to optional items and substitute items.
 - 2. Changes made by Addenda and Modifications.
- F. Other Documents: Maintain manufacturer's certifications, inspection certifications, and field test records, required by individual Specification sections.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01730

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 WORK INCLUDED

- A. This section covers the work required to prepare and submit operation and maintenance manuals for the project, complete all in accordance with the Contract Documents.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01010 - Summary of Work.
- B. Section 01740 - Warranties and Bonds.

1.03 SUBMITTALS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents prior to substantial completion of Work. ENGINEER will review draft and return one copy with comments.
- B. Submit two (2) copies of completed volumes in final form 15 days prior to final completion. Copy will be returned with ENGINEER comments. Revise content of documents as required prior to final submittal.
- D. Submit four (4) copies of revised volumes of data in final form within ten days after final completion.

1.04 QUALITY ASSURANCE

- A. Prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.05 GENERAL FORMAT (EACH VOLUME)

- A. Prepare data in the form of an instructional manual.
- B. Binders: Commercial quality, 8-1/2 x 11 inch three-ring binders with hardback, cleanable, plastic covers; 3 inch maximum ring size. When multiple binders are used, correlate data into related consistent groupings.
- C. Cover: Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS; list title of Project; identify subject matter of contents.
- D. Arrange content by process flow under section numbers and sequence of Table of Contents of this Project Manual.
- E. Provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.
- F. Text: Manufacturer's printed data, or typewritten data on 20 pound paper.
- G. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

1.06 OPERATION AND MAINTENANCE MANUALS (EACH VOLUME)

- A. Provide title of Project; owner's name; names, addresses, and telephone numbers of ENGINEER, subconsultants, and CONTRACTOR with name of responsible parties; schedule of products and systems, indexed to content of the volume.
- B. Table of Contents: schedule of contents and systems, indexed to each volume.
- C. For Each Product or System: List names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- D. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.
- E. Drawings: Supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- F. Type Text: As required to supplement product data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

1.07 EQUIPMENT AND SYSTEMS DATA

- A. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replaceable parts.
- B. Panelboard Circuit Directories: Provide electrical service characteristics, controls and communications.
- C. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operating instructions.
- D. Maintenance Requirements: Include routine procedures and guide for trouble-shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- E. Provide servicing and lubrication schedule, and list of lubricants required.
- F. Include manufacturer's printed operation and maintenance instructions.
- G. Include sequence of operation by controls manufacturer.
- H. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- I. Provide control diagrams by controls manufacturer as installed. Include coded wiring as installed.
- J. Provide CONTRACTOR's coordination drawings, with coded piping diagrams as installed.
- K. Provide charts of valve tag numbers, with location and function of each

valve, keyed to flow and control diagrams.

- L. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- M. Additional Requirements: As specified in individual Product specification sections.
- N. Provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.08 INSTRUCTION OF OWNER PERSONNEL

- A. Before final inspection, instruct OWNER's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems, at agreed upon times.
- B. Use operation and maintenance manuals as basis for instruction. Review contents of manual with personnel in detail to explain all aspects of operation and maintenance.
- C. Prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. This section covers the work required to prepare and submit all warranty and bond information required by these Contract Documents.
- B. Warranties and bonds required shall be as specified in the individual specification sections and Section 00705 - GENERAL CONDITIONS.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 00701 - EJCDC STANDARD GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN/BUILDER.
- B. Section 00820 - Supplementary Conditions.
- C. Section 01010 - Summary of Work.

1.03 FORMAT OF SUBMITTALS

- A. Option A - Stand Alone Document:
 - 1. Bind in commercial quality, 8-1/2 x 11 three-ring side binders with hardback, cleanable, plastic covers. Provide two copies of completed binders.
 - 2. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project; date; project owner; name, address and telephone number of CONTRACTOR and ENGINEER.
 - 3. Table of Contents: Neatly typed, in the sequence of the Table of Contents of these Specifications, with each item identified with the number and title of the specification section in which specified, and the name of the Product or work item.
 - 4. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
 - 5. Provide dates of beginning and ending of warranty period, bond or service and maintenance contracts.
- B. Option B - Incorporate with O&M Manual:
 - 1. Include information in the O&M Manual.
 - 2. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.
 - 3. Provide dates of beginning and ending of warranty period, bond or service and maintenance contracts.

1.04 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty blank until the Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized, when required.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

1.05 TIME OF SUBMITTALS

- A. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 02500

RESTORATION AND CLEANUP

PART 1 GENERAL

1.01 WORK INCLUDED

- A. This section covers the materials necessary for the restoration and cleanup of areas disturbed during construction.
- B. All areas disturbed or damaged during construction shall be restored to conditions existing prior to the work.
- C. All items specified herein this Section may not be specifically required for this project. DESIGN/BUILDER shall coordinate the requirements of this Section with the work required for proper completion of the project.
- D. See CONTRACT CONDITIONS which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

PART 2 PRODUCTS

2.01 CONCRETE PAVEMENT

- A. Materials for concrete pavement, sidewalks, slabs, and curbs shall be as specified in Section 03300 - Concrete.

2.02 SOD

- A. Sod shall be of firm texture having a compacted growth and good root development. Sod is to contain no weeds or undesirable native grasses and be free from fungus, vermin and diseases. Sod to be not less than two (2) years old. Provide sod capable of growth and development when planted (viable, not dormant).
- B. Sod shall be selected to match the existing varieties and types encountered, as applicable.

2.03 SEED AND MULCH MATERIALS

- A. Grass seed shall be a mixture of 20 parts Bermuda and 80 parts argentine Bahia seed. Quick-growing type grass seed shall be included which will provide early ground cover during the season in which the planting is done and which will not compete with the permanent grass. The bermuda seed shall be an equal mixture of hulled and unhulled seed. The Argentine Bahia seed shall be scarified seed having a minimum active germination of 40 percent and a total active germination of 85 percent.
- B. Mulch shall be straw or hay, consisting of oat, rye or wheat straw, or of pangola, peanut, coastal bermuda or bahia grass hay. Only undeteriorated mulch which can be readily cut into the soil shall be used.
- C. Seed and mulch may be used at locations indicated on drawings only, or as approved by resident project representative.

2.04 LANDSCAPING

- A. All existing landscaping damaged or disturbed by DESIGN/BUILDER shall be replaced in kind by the DESIGN/BUILDER as directed in field by the resident project representative. All such work shall be considered incidental restoration and covered under the work required by this contract.
- B. Preconstruction video or photographs shall be used to assist in landscape restoration requirements.

2.05 MISCELLANEOUS LANDSCAPING MATERIALS

- A. Water
 - 1. Water shall be potable from municipal water supplies or from wastewater reuse system (where available).
- B. Fertilizer
 - 1. New ground covers: Fertilize with an approved fertilizer of fifty percent (50%) or greater organic 6-6-6 or 8-8-8 with minor elements including, but not limited to, iron, zinc and manganese.

2.06 CLEANING MATERIALS

- A. Use materials which will not create hazards to health or property, and which will not damage surfaces.
- B. Use only materials and methods recommended by manufacturer of material or equipment being cleaned.

2.07 FENCING

- A. All existing fencing damaged or disturbed by DESIGN/BUILDER shall be replaced in kind by the DESIGN/BUILDER as directed in field by the resident project representative. All such work shall be considered incidental restoration and covered under the work required by this contract.
- B. Preconstruction video or photographs shall be used to assist in fencing restoration requirements.

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 03300

CONCRETE

PART 1 GENERAL

1.01 WORK INCLUDED

- A. This section covers ready mix concrete/materials.
- B. All items specified herein this Section may not be specifically required for this project. DESIGN/BUILDER shall coordinate the requirements of this Section with the work required for proper completion of the project.
- C. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements which apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01010 - Summary of Work.

1.03 REFERENCE STANDARDS, CODES AND SPECIFICATIONS (AS REFERENCED IN FLORIDA BUILDING CODE))

- A. ACI 214 "Recommended Practice for Evaluation of Compressive Test Results of Field Concrete".
- B. ACI 318 "Building Code Requirement for Reinforced Concrete".
- C. ASTM C31 "Standard Method for Making and Curing Concrete Compressive and Flexure Test Specimens in the Field".
- D. ASTM C33 "Standard Specification for Concrete Aggregates".
- E. ASTM C94 "Standard Specification for Ready-Mix Concrete".

1.04 TESTING

- A. Performed by an acceptable Engineering Laboratory at OWNER's expense. DESIGN/BUILDER shall assist in the collection of samples. Any retests shall be within the Scope of the Contract.
- B. Criteria:
 - 1. Each test: not less than 5 cylinders; retain one after 28 days.
 - 2. One test for every 50 consecutive cubic yards of concrete cast.
 - 3. Furnish ENGINEER with 4 certified copies of tests made of 2 at 7 days and 2 at 28 days.
- C. Questionable strength of in-place concrete:
 - 1. Additional tests may be ordered by the ENGINEER.
 - 2. Execute the core tests in accordance with ASTM C42 procedure.
 - 3. Costs of additional tests showing strength of in-place concrete conforming to design criteria are the responsibility of the OWNER.
 - 4. Costs of additional tests showing noncompliance with the design criteria are the responsibility of the CONTRACTOR.
 - 5. Additional items at CONTRACTOR's expense:
 - a. Provide load tests as directed by the ENGINEER.

- b. Reinforce structure as directed or remove and replace all under strength concrete structure in place.

PART 2 PRODUCTS

2.01 MATERIALS

A. Cement

1. Portland cement Type I or Type II conforming to ASTM C 150. In addition, the tricalcium aluminate content of Type I cement shall not exceed 12 percent.
2. Type I or Type II cement, at the Contractor's option, may be used for nonhydraulic structures.
3. Type II cement or Type I cement, in combination with pozzolan (fly ash) as hereinafter specified, shall be used for all hydraulic structures and sanitary sewer structures.

B. Water: potable, salt free conforming to ASTM C94.

C. Fine Aggregate (Regular): salt free and clean, conforming to ASTM C33.

Fine Aggregate (Pump): salt free and clean, conforming to FDOT 902.

D. Coarse Aggregate (Regular): salt free and clean, conforming to ASTM C33, maximum size 1 ½-inch (3/4-inch for water retaining structures).

Coarse Aggregate (Pump): Salt free and clean, size #89, FDOT 901.

E. All aggregates: quarried/mined in fresh water only.

F. Screenings: Screenings meeting the requirements of FDOT 902-5 may be substituted for fine aggregates.

2.02 MIXES

A. Fillets, thrust blocks, sidewalks, curbs and miscellaneous non-structural slabs on grade.

1. 28 day compressive strength: 3000 p.s.i.
2. Admixture: As required below, use only specified product.
3. Slump: 5 inches, ± 1 inch.
4. Entrained Air content (ASTM C 231): 0 percent.

B. Flowable Fill

1. Cement: 50 to 100 lbs/Cy.
2. Pozzolan (Flyash): 0 to 600 lbs/Cy.
3. Fine Aggregate: 2750 lb/Cy.
4. Water: 500 lbs/Cy. (Maximum)

C. Curbs

1. 28 day compressive strength: 3000 psi
2. Slump: 2-inches, ± 1-inch.
3. Entrained Air Content (ASTM C231): 0 percent.
4. Admixtures: As required below, use only specified products.

2.03 ADMIXTURE

A. Air-Entraining

1. Provide air-entraining admixture in all concrete where noted above. Admixture shall conform to ASTM C 260, except it shall be nontoxic after 30 days and shall contain no chlorides. Furnish manufacturer's compliance statement for these requirements.

B. Water-Reducing

1. All concrete shall contain a water-reducing admixture. The admixture shall conform to ASTM C 494, Type A or Type D, except it shall contain no chlorides, shall be nontoxic after 30 days, and shall be compatible with the air-entraining admixtures. The amount of admixture added to the concrete shall be in accordance with the manufacturer's recommendations. Furnish a compliance statement that the admixture used satisfies all requirements of this Specification.

C. Pozzolan (Fly-Ash)

1. The pozzolan to be used in combination with Type I cement, as previously specified for use in all hydraulic structures and sewers, shall be Class C or Class F fly ash conforming to ASTM C 618-78 and furnish test data confirming that the fly ash in combination with the cement to be used meets all strength requirements, is compatible with air-entraining agents and other additives, and provides increased sulfate resistance equivalent to or better than Type II cement.

2.04 CURING COMPOUNDS

- A. Normal placement without special finish; approved products:
1. Master Builders Company: "Masterseal".
 2. Equal.

2.05 BONDING AGENT

- A. Product shall be recommended by manufacturer as suitable to meet job requirements with regard to surface, pot life, set time, vertical or horizontal application, forming restrictions, etc. Furnish manufacturer's specific instructions for this job application, and obtain ENGINEER's review prior to purchase.
- B. Bonding agent shall be Epoxy Adhesive 24LPL as manufactured by Thoroc, or equal.

2.06 EVAPORATION RETARDANT

- A. Evaporation retardant shall be used where specified to retard rapid evaporation of bleeding water from exposed concrete. The evaporation retardant may be used with or without fluorescent color tint which shall disappear completely upon drying. It shall be sprayed onto the surface of fresh concrete immediately after screeding to react with surface moisture and shall be reapplied after smoothing the surface with a bull float to ensure a continuous, compacted monomolecular layer. The evaporation retardant shall be CONFILM, as manufactured by Master Builders, Inc., or equal.

2.07 DEFORMED REINFORCING BARS

- A. ASTM A615: "Standard Specification for Deformed and Plain Billet-Steel Bars for concrete Reinforcement".
1. Grade: 60
 2. Minimum yield strength: 60,000 p.s.i.

- B. Sizes shall be as indicated on the Drawings.

2.08 WELDED WIRE FABRIC

- A. Welded wire fabric shall conform to ASTM A185.

2.09 EXPANSION JOINT FILLER

- A. Expansion joint filler shall be 1/2-inch thick, preformed asphalt-impregnated, expansion joint material conforming to ASTM D994.

2.10 ACCESSORIES

- A. Tie wires shall be 16-gauge, black, soft-annealed wire.
- B. Bar supports shall be of proper type for use intended. Bar supports in beams and slabs exposed to view after stripping shall be galvanized or plastic coated. Use concrete supports for reinforcing in concrete placed on grade.

2.11 PRE-PROPORTIONED CONCRETE

- A. Concrete shall have a minimum compressive strength of 3000 psi at 28 days. Quickcrete Concrete Mix No. 1101, or equal.

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 03600

GROUT

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The following types of grout shall be covered in this Section:
 - 1. Non-Shrink Grout.
 - 2. Cement Grout.
 - 3. Epoxy Grout.
- B. All items specified herein this section may not be specifically required for this project. DESIGN/BUILDER shall coordinate the requirements of this section with the drawings for proper completion of the Work.
- C. Like items of materials provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance, replacement and service.
- D. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, for information and requirements which apply to the Work specified in this Section and that are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01010 - Summary of Work.
- B. Section 03300 - Concrete.

1.03 REFERENCE SPECIFICATIONS, CODES, AND STANDARDS

- A. Specifications, codes, and standards shall be as specified in Section 03300 - Concrete and as referred to herein.
- B. Additional Commercial Standards (Latest Revision):
 - CRD-C 621-82B Corps of Engineers Specifications for Non-shrink grout.
 - ASTM C 109-80 Standard test methods for compressive strength of hydraulic cement mortars (using 2-in or 50-mm cube specimens).
 - ASTM C 531-81 Test method for linear shrinkage and coefficient of thermal expansion of chemical-resistant mortars, grouts and monolithic surfacings.
 - ASTM C 579-82 Test methods for compressive strength of chemical-resistant mortars and monolithic surfacings.
 - ASTM C 827-82 Standard test method for early volume change of cementitious mixtures.
 - ASTM C 696-79 Test method for coefficient of linear thermal expansion of plastics.

PART 2 PRODUCTS

2.01 CEMENT GROUT

- A. Cement Grout: Cement grout shall be composed of one part cement, three parts sand, and the minimum amount of water necessary to obtain the desired consistency. Where needed to match the color of adjacent concrete, white Portland cement shall be blended with regular cement as needed. The minimum compressive strength at 28 days shall be 4000 psi.
- B. Cement grout materials shall be as specified in Section 03300 - Concrete.

2.02 PREPACKAGED GROUTS

A. Non-Shrink Grout

- 1. Non-shrink grout shall be a prepackaged, inorganic, non-gas liberating, non-metallic, cement-based grout requiring only the addition of water. Manufacturer's instructions shall be printed on each bag or other container in which the materials are packaged. The specific formulation for each class of non-shrink grout specified herein shall be that recommended by the manufacturer for the particular application.
- 2. Class A non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi; shall have no shrinkage (0.0 percent) and a maximum 4.0 percent expansion in the plastic state when tested in accordance with ASTM C-827; and shall have no shrinkage (0.0 percent) and a maximum of 0.2 percent expansion in the hardened state when tested in accordance with CRD C 621.
- 3. Class B non-shrink grouts shall have a minimum 28 day compressive strength of 5000 psi and shall meet the requirements of CRD C 621.
- 4. Application
 - a. Class A non-shrink grout shall be used for the repair of all holes and defects in concrete members which are water bearing or in contact with soil or other fill material, grouting under all equipment base plates, and at all locations where grout is specified in the Contract Documents; except for those applications for Class B non-shrink grout and epoxy grout specified herein. Class A non-shrink grout may be used in place of Class B non-shrink grout for all applications.
 - b. Class B non-shrink grout shall be used for the repair of all holes and defects in concrete members which are not water-bearing and not in contact with soil or other fill material, grouting under all base plates for structural steel members, and grouting railing posts in place.
 - c. Grouting equipment installations.
- 5. Material shall be Bonsal F77 non-shrink, non-metallic high performance cementitious grout, or equal.

B. Epoxy Grout

- 1. Epoxy grout shall be a pourable, non-shrink, 100 percent solids system. The epoxy grout system shall have three components:

resin, hardener, and specially blended aggregate, all premeasured and prepackaged. The resin component shall not contain any nonreactive diluents. Resins containing butyl glycidyl ether (BGE) or other highly volatile and hazardous reactive diluents are not acceptable. Variation of component ratios is not permitted unless specifically recommended by the manufacturer. Manufacturer's instructions shall be printed on each container in which the materials are packaged.

2. The chemical formulation of the epoxy grout shall be that recommended by the manufacturer for the particular application.
3. The mixed epoxy grout system shall have a minimum working life of 45 minutes at 75 degrees F.
4. The epoxy grout shall develop a compressive strength of 5000 psi in 24 hours and 10,000 psi in seven days when tested in accordance with ASTM C 579, Method B. There shall be no shrinkage (0.0 percent) and a maximum 4.0 percent expansion when tested in accordance with ASTM C 827.
5. The epoxy grout shall exhibit a minimum effective bearing area of 95 percent. This shall be determined by a test consisting of filling a 2-inch diameter by 4-inch high metal cylinder mold covered with a glass plate coated with a release agent. A weight shall be placed on the glass plate. At 24 hours after casting, the weight and plate shall be removed and the area in plan of all voids measured. The surface of the grout shall be probed with a sharp instrument to locate all voids.
6. The peak exotherm of a 2-inch diameter by 4-inch high cylinder shall not exceed 95 degrees F when tested with 75 degree F material at laboratory temperature. The epoxy grout shall exhibit a maximum thermal coefficient of 30×10^{-6} inches/inch/degree F when tested according to ASTM C 531 or ASTM D 696.
7. Application:
 - a. Epoxy grout shall be used to embed all anchor bolts and reinforcing steel required to be set in grout and for all other applications required in the Contract Documents.
 - b. Grouting equipment installations.
8. Material should be Escoweld 7505E/7530, Epoxy grout, or equal.

2.03 CURING MATERIALS

- A. Curing materials shall be as specified in the Section entitled, 03300 - Concrete, for cement grout and as recommended by the manufacturer of prepackaged grouts.

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 05500

FABRICATED METALWORK AND CASTINGS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. This Section covers the fabricated metalwork and castings materials.
- B. Like items of materials provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance, and replacement.
- C. All items specified herein this Section may not be specifically required for this project. DESIGN/BUILDER shall coordinate the requirements of this Section with the work required for proper completion of the project.
- D. See CONTRACT CONDITIONS which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01010 - Summary of Work.
- B. Section 09900 - Protective Coatings.

PART 2 PRODUCTS

2.01 GENERAL

- A. Unless otherwise indicated, all materials shall conform to the latest issue of the following ASTM Specifications:

<u>Item</u>	<u>ASTM Specification</u>
Steel Shapes and Plates	A36, A501
Zinc (Hot Galvanized) Coatings of Fabricated Steel	ASTM A 123
Stainless Steel	
Bars and Shapes	A 276, Type 316
Steel Plate, Sheet, and Strip	A 167, Type 316
Bolts	A 193, Type 316
Nuts	A 194, Type 316
Aluminum, Structural Shapes	Alloy 6061-T6; conform to referenced specifications and ASTM sections found in the Aluminum Association current Construction Manual Series
Connection Bolts for Steel Members	A 325-F
Connection Bolts for Wood Members	A307
Connection Bolts for Aluminum	Stainless steel (per above)

- B. The miscellaneous metalwork and castings indicated on the Drawings, or required to secure the various parts together and provide a complete installation, shall be included under this section. The tabulation of items herein is not intended to be all-inclusive, and it shall be the DESIGN/BUILDER'S responsibility to provide all metalwork and castings shown, specified, or which case reasonably be inferred as necessary to complete the project.

2.02 ADHESIVE ANCHORS

- A. Adhesive anchors shall be Parabond capsule anchors with 316 stainless steel stud, nuts, and washers, as manufactured by Molly Division, 504 Mt. Laurel Avenue, Temple, PA 19560; heavy-duty adhesive anchor with HBP adhesive cartridge and has 316 stainless steel anchor rod assembly as manufactured by Hilti, Inc., PO Box 45400, Tulsa, OK 74145, or equal.
- B. Adhesive anchors shall be used for anchoring all metal components at or below a point 1 foot 6 inches above the peak (maximum) water surface elevations in water-holding structures. For embedded anchors refer to stainless steel anchors as hereinbefore specified.

2.03 WEDGE ANCHORS

- A. Wedge anchors shall be Red Head wedge-type anchors as manufactured by the Phillips Drill Company, Parabolt anchors as manufactured by the Molly Division of Emhart Corporation, or equal.

2.04 EXPANSION ANCHORS

- A. Stainless steel expansion anchors shall be a pre-assembled heavy duty sleeve style undercut anchor with an internal hex head meeting the requirements of ASTM A276 and A493. The stainless steel components shall be manufactured from Type 303 or 304 stainless steel. Anchors shall be Kwik Bolt II expansion anchors as manufactured by Hilti, Inc., or equal.

2.05 NEOPRENE GASKET

- A. Unless otherwise indicated, Rubatex No. R-411-N, (ASTM D 1056-RE-41-E), soft, closed-cell, neoprene gasket material, as manufactured by Rubatex Division of Great American Industries, Bedford, VA; equivalent as manufactured by Garlock Manufacturing, San Francisco, CA; or equal. The material shall be suitable for exposure to chlorine, lime and other chemicals typically used in water treatment. Thickness shall be as indicated, but in no case less than 1/4-inch. Gaskets shall be furnished without skin coat on either side. Provided two spare gaskets for each location shown requiring neoprene gaskets.

PART 3 EXECUTION

NOT USED.

END OF SECTION

SECTION 09900

PROTECTIVE COATINGS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. This Section covers the work required to provide all labor, materials, equipment and incidentals to perform all of the necessary surface preparation and painting required to complete this contract in its entirety.
- B. It is the intent of this specification to paint all concrete exposed miscellaneous ferrous metals, pipes, fittings, valves, equipment and all other work obviously required to be painted unless otherwise specified. Minor items omitted in the schedule of Work shall be included in the Work of this Section where they come within the general intent of the Specifications as stated herein.
- C. The following surfaces or items are not required to be painted:
 - 1. Aluminum: gratings, checkered plates, hatches, handrails, toeboards, stairways and walkways (except as required for electrolytic protection).
 - 2. Stainless Steel, brass and bronze.
 - 3. Piping buried in the ground or embedded in concrete.
 - 4. Ducts, pipes and other miscellaneous items covered with insulation or plastic coated.
 - 5. Concealed surfaces of pipe and crawl spaces.
 - 6. Finish hardware.
 - 7. Nonferrous architectural metals, unless specifically noted otherwise.
 - 8. Packing glands and other adjustable parts and nameplates of mechanical equipment.
 - 9. All manufactured painted electrical equipment (switchgear, transformers, motor control centers, control panels, etc.).
- D. All items specified herein this section may not be specifically required for this project. DESIGN/BUILDER shall coordinate the requirements of this section with the drawings for proper completion of the Work.
- E. Like items of materials provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, maintenance, replacement and service.
- F. See CONTRACT CONDITIONS and Division 1, General Requirements, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01010 - Summary of Work.

1.03 ABBREVIATIONS

- A. The abbreviations and definitions listed below, when used in this Section shall have the following meanings:

ANSI	American National Standards Institute
ASTM	American Society of Testing Materials
AWWA	American Water Works Association
DFT	Dry Film Thickness
FRP	Fiberglass Reinforced Plastic
HCL	Hydrochloric Acid
MDFT	Minimum Dry Film Thickness
MDFTPC	Minimum Dry Film Thickness Per Coat
mil	Thousandths of an Inch
MIL-P	Military Specification - Paint
NACE	National Association of Corrosion Engineers
NSF	National Sanitary Foundation
OSHA	Occupational Safety and Health Administration
SFPG	Square Feet Per Gallon
SFPGPC	Square Feet Per Gallon Per Coat
SP	Surface Preparation
SSPC	Steel Structures Painting Council

PART 2 PRODUCTS

2.01 GENERAL

- A. All products used in immersion service or in contact with potable water shall be ANSI/NSF certified for use in contact with potable water.
- B. Products containing lead will not be allowed.

2.02 PAINT MATERIALS

- A. Products shall be manufactured by Tnemec Company, Inc., Carboline, or equal.
- B. The following paint products are used for the basis of establishing the desired quality expected for the project.

<u>PRODUCT TYPE</u>	<u>TNEMEC COMPANY, INC.</u> <u>PRODUCT NAME</u>	<u>CARBOLINE</u> <u>PRODUCT NAME</u>
Epoxy (Non-Potable)	Series N69 Hi-Build Epoxoline II	Carboguard 890
Polyurethane	Series 73 Endura-Shield	Carbothane 133HB
Polyamide Epoxy Coal Tar	46H-413 Hi-Build Tneme-Tar	Bitumastic 300M

2.03 COATING SYSTEM INDEX

- A. The following is a general index to the Coating System descriptions contained herein:

<u>SYSTEM NUMBER</u>	<u>TITLE</u>
24	Exposed FRP, PVC
27	Aluminum and Dissimilar Metal Insulation

2.04 COATING SYSTEMS

A. System No. 24 - Exposed FRP, PVC.

Surface Preparation: Solvent cleaning, SSPC-SP1, to remove soluble contaminants. Remove all insoluble contaminants or foreign materials by hand, SSPC-SP2, or Power Tool Cleaning, SSPC-SP3.

Prime Coat: Epoxy (non-potable) at 2.0 - 4.0 Mils DFT.

Top Coat: Polyurethane at 2.0 - 4.0 Mils DFT.

MDFT: 6.0 Mils for two (2) coat system.

Color: Color as selected by OWNER from manufacturer's standard available colors.

B. System No. 27 - Aluminum and Dissimilar Metal Insulation

Surface Preparation: Scarify surface.

Top Coat: Polyamide Epoxy Coal Tar at 10.0 mils DFT.

MDFT: 10.0 mils for one (1) coat system.

Color: Black.

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 13700

PROCESS INSTRUMENTATION AND CONTROLS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Provide all engineering, labor, materials and equipment to furnish, install, adjust, test, document and start-up all process instrumentation and controls as shown on the Drawings and specified herein, complete.
- B. The process instrumentation and control system specified herein shall be a complete system.
- C. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.
- D. All items specified herein this Section may not be specifically required for this project. DESIGN/BUILDER shall coordinate the requirements of this Section with the work required for proper completion of the project.
- E. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements which apply to the work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01010 - Summary of Work.
- B. Section 13711 - Existing SCADA System Modifications.
- C. Section 13725 - Loop Functions/Programming Strategies/Protocols.
- D. Section 13751 - RTU Sub System.
- E. Section 16050 - Basic Materials and Methods.

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. ISA Standards and Practices for Instrumentation - Current Edition.

1.04 DEFINITIONS

- A. System acceptance shall be defined as the point in time when:
 - 1. All submittals and documentation have been submitted, reviewed and accepted.
 - 2. The complete system of instrumentation and controls has successfully completed all testing requirements specified herein.
 - 3. All OWNER's staff personnel training has been completed.

PART 2 PRODUCTS

2.01 GENERAL

- A. The process instrumentation and control system shall provide all of the functions as described hereinafter for each loop and as shown by the electrical and P & ID Drawings. Major equipment items are specified for each loop. However, it shall be the responsibility of the I&C subcontractor to provide all items of equipment, whether indicated or not, that are necessary to effect the required loop performance.
- B. Display and control loops are shown on the Drawings.
- C. Control panel(s) shall be provided with a U.L. label and be manufactured by a U.L. 508A panel manufacturer. Panel manufacturer shall submit proof of current enrollment in U.L.'s custom builder's program.

2.02 L8 LEVEL SWITCH, FLOAT TYPE WITH INTEGRAL SWITCH

- A. Direct-acting float type consisting of a mercury switch enclosed in a float and connected to a two-conductor, combination support and signal cable. The entire assembly shall form a completely watertight and impact-resistant unit. Floats shall be of chemical-resistant polypropylene material or other corrosion-resistant material. Cable shall be rugged and flexible with heavy neoprene or PVC jacket. The actuation/deactuation differential shall not exceed 1-inch. The mercury switch shall be rated at 5 amps at 120 VAC. Units shall be pipe mounted or suspended type as noted and provided with 30 feet of cable unless otherwise noted. Each pipe mounted type shall be provided with a clamp to secure the cable to its support pipe, 2 feet of stainless steel support pipe and stainless steel pipe mounting clamps.
- B. Each suspended type shall be provided with necessary brackets and clamps to suspend the unit from the top of a tank or vessel. The suspended type shall include an integral or attached weight assembly for stabilization and positive operation of the unit. All mounting clamps shall be PVC or Neoprene.
- C. Units shall be Anchor Scientific, Type S, or equal.

2.03 L8E LEVEL SWITCH, FLOAT TYPE WITH INTEGRAL SWITCH (NON-MERCURY)

- A. Direct-acting float type consisting of a mercury free switch enclosed in a float and connected to a two-conductor, combination support and signal cable. The entire assembly shall form a completely watertight and impact-resistant unit. Floats shall be of chemical-resistant polypropylene material or other corrosion-resistant material. Cable shall be rugged and flexible with heavy neoprene or PVC jacket. The actuation/deactuation differential shall not exceed 1-inch. The switch shall be rated at 5 amps at 120 VAC. Units shall be pipe mounted or suspended type as noted and provided with 30 feet of cable unless otherwise noted. Each pipe mounted type shall be provided with a clamp to secure the cable to its support pipe, 2 feet of stainless steel support pipe and stainless steel pipe mounting clamps.
- B. Each suspended type shall be provided with necessary brackets and clamps to suspend the unit from the top of a tank or vessel. The suspended type shall include an integral or attached weight assembly

for stabilization and positive operation of the unit. All mounting clamps shall be PVC or Neoprene.

- C. Units shall be Eco Float Model G as manufactured by Anchor Scientific, or equal.

2.04 L16 RADAR LEVEL SENSOR W/REMOTE DISPLAY

- A. VEGAPULS 61, Radar Sensor for continuous level measurement of liquids. Part Number: PSQL61.XXBX6HKBX.
- B. VEGADIS 82, External Loop Powered Display and Adjustment unit. Part Number: DIS82.IXHKNACK.
- C. Wet well mounting bracket for radar sensor shall be type 316 stainless steel.
- D. External display unit shall be mounted within existing pump control panel or RTU panel.

2.05 M7 MISCELLANEOUS ELECTRICAL

- A. Circuit Breakers
 - 1. For motor short circuit and overcurrent protection, circuit breaker shall be Square D with poles, voltage, rating and AIC as indicated on the drawings. Units shall interrupt the maximum prospective fault current available.
 - 2. For control circuits, units shall be Square D with poles, voltage and ratings as indicated on the drawings. Units shall interrupt the maximum prospective fault current available.
- B. Fuses
 - 1. Bussman 600 volt, dual element type.
- C. Control Relays
 - 1. Control relays shall be programmable.
 - 2. Omron, IDEC or equal.
- D. Indicator Lights
 - 1. Square-D trans type 6 volt, Class 9001, type K, push to test, or equal.
 - 2. Lens color shall be as noted.
 - 3. Provide finger safe contact blocks.
- E. Selector Switches.
 - 1. Square-D, Class 9001, Type K, or equal.
 - 2. Operators shall be black knob type or key switch, 3-position or 2-position, as noted.
 - 3. Selector switches shall be spring return where noted.
 - 4. Provide finger safe contact blocks.
- F. Pushbuttons.
 - 1. Square-D Class 9001, Type K, pushbutton, or equal.
 - 2. Provide finger safe contact blocks.
 - 3. Non-illuminated pushbuttons shall be black.
- G. Elapsed Time Meter
 - 1. Hour meter, non-reset type, Cramer 635K, or equal.
- H. Ground Fault Duplex Receptacle
 - 1. Leviton Duplex Receptacle or equal.
 - 2. AC receptacle box shall be Steel City 58351-1/2 or equal.

3. Covers shall be Steel City 58-C-5, or equal.
- I. Motor Starter
 1. Square D 8536 motor starters with NEMA rated contactors, minimum size 1 or as indicated on drawings. Provide overload blocks with overloads as required.
 2. Provide auxiliary contacts as required.
 3. Reset buttons Square D 9066-RA1, or equal.
 - J. Duplex Alternating Relay
 1. Diversified Electronics, ARA-120-ADA, Duplex Alternator or equal.
 - K. Phase Monitor
 1. Diversified or equal with auto reset.
 - L. Surge and Lightning Arrestors
 1. All control panels shall be provided with surge and lightning arrestors as specified.
 2. Power
 - a. Surge arrestor shall be GE Tranquell, 9L18BBB301
 3. Lightning Surge Suppressor
 - a. Lightning surge suppressors shall be Easton/IT Protector, model and series number to be determined by control panel manufacturer.
 4. Signal
 - a. Panel surge arrestors (PSA) shall be Edco PC 642C Series, 2 channel or equal.
 - b. Field surge arrestors (FSA) shall be Edco SS64 Series, pipe style or equal.
 5. Discrete signals
 - a. Provide surge arrestor for discrete I/O.
 - b. Surge arrestors shall be provided regardless of drawing indication.
 - M. Generator Receptacles
 1. Crouse Hinds AR20412-S22, 4 pole, 3 wire with ground, 200A, 600V reverse service with back box, for use on 480V systems.
 2. Russel Stol JRS 1044FR, 4 pole, 4 wire, with ground, 100 amp, 600V, reverse service for use on 240V systems.
 3. Angle Adaptor selected by amperage rating shall be provided for all generator receptacles.
 4. Coordinate with OWNER for exact model number before ordering. Match Owner's standards.
 - N. Fluorescent Lamp
 1. 8 watt, 120v, 12", Grainger 2V809, or equal.
 2. Bulb, 8w, 12", miniature, Phillips, or equal.
 - O. High level alarm light
 1. Red, 120v, MAJOR, CVP10R, or equal.
 2. Alarm light guard, Major, VGD-1, or equal.
 - P. Flasher
 1. 90 FPM, 120v.
 2. SSAC, FS127, or equal.
 - Q. Alarm Horn
 1. 120v, 103 dB.
 - B. Faraday, or equal.
 - R. Ground Lug
 1. #1/0 Wire Ilsco AU-0, or equal.

- S. Intrinsically Safe Relay (Barrier Relay)
 - 1. Barrier relays shall be SAF-PAK as manufactured by GEMS Sensors, for use in hazardous areas, with intrinsically safe-sensing circuit. Units shall be UL approved for use in Class I, Division 2, environments.
- T. Time Delay Relays
 - 1. Time delay relays shall be programmable with adjustable ranges, DIP switch settable.
 - 2. Omron or equal.
- U. Pump Cycle Counter
 - 1. 120V, electromechanical counter with reset button.
 - 2. Four digit display min.
 - 3. Redington Model P2 - 4904, or equal.
- V. Door Switch (Z1)
 - 1. UL Listed, flush or surface mounted contact switch. Contacts shall be hermetically sealed.
 - 2. Rated for 120V, Allen-Bradley 802M, or equal.
- W. Ground Fault Monitor
 - 1. Bender GF monitor relay with SPDT output, 120 VAC, adjustable pickup, adjustable time delay separate CT, Model RCM460 Y Series, or equal.
- X. Current Transmitter
 - 1. AT Series Current Transducer Model No.: AT2-420-24L-FR, as manufactured by NK Technologies.

2.06 X1 CONTROL POWER TRANSFORMER

- A. Square D, Type KF, Class 9070, 50 VA (or minimum as indicated by the drawings); applies to 480 volts control panels.

2.07 FIELD PANEL CONSTRUCTION (ENCL1)

- A. Field panels shall be UL Listed, modified, NEMA 3R, Type 316 Stainless Steel enclosure with padlockable draw latches or 3-point padlockable handles conforming to the requirements of the National Electrical Manufacturer's Association.
- B. In addition to the NEMA 3R standard, the panel shall conform to the following requirements:
 - 1. Minimum metal thickness shall be 14-gauge.
 - 2. All doors shall be rubber-gasketed with continuous hinge.
 - 3. Provide Type 316 stainless steel drip shield.
 - 4. Provide aluminum dead front panel for component mounting as shown on drawings.
 - 5. Cabinet shall be mounted as indicated on the Drawings. Provide mounting ears as required. Field drilling of cabinet is prohibited.
 - 6. Print pocket (full, ½ or 1/4 size) and one (1) set of reduced drawings shall be provided on interior side of door. (This requirement may be deleted where indicated on drawings.)

7. Minimum overall dimensions shall be as indicated by Drawings or as required by UL subject 508A for industrial control panels.
 8. Provide door stop kits for outer cabinet door and dead front door.
 9. Provide ARC flash label per N.E.C.
 10. Where indicated on drawings, provide Lexan glass view window.
 11. Where indicated on drawings, provide 316 SST sunshields and standoffs.
- C. Cabinet enclosure shall be as manufactured by Hoffman, Wiegman, or equal.

2.08 PANEL ELECTRICAL

A. Wiring

1. All electrical wiring shall be in accordance with the applicable requirements of Division 16 - Electrical. Wires shall be 600-volt class, PVC insulated stranded copper and shall be of the sizes required for the current to be carried, but not below 14 AWG enclosed in either sheet metal raceway or plastic wiring duct. Wiring for signal circuits shall be twisted shielded pairs not smaller than No. 16 AWG, and be separated at least 6 inches from any power wiring.
2. All panel wiring shall be labeled with T&B Shrink-Kon HVM marker system.

B. Terminal Blocks

1. Terminal blocks shall be one-piece molded plastic blocks with screw type terminals and barriers rated for 300 volts. Terminals shall be double sided. Terminals shall have permanent, legible identification.
2. Wires shall be terminated at the terminal blocks with crimp type, preinsulated, locking forked-tongue lugs. Lugs shall be of the appropriate size for the terminal block screws and for the number and size of the wires terminated.
3. Allow 20% extra terminals for spares.

C. Power Supplies

1. Provide dc power supplies as required to power instruments requiring external dc power.
2. Power supplies shall convert 120V ac, 60-Hz power to dc power of the appropriate voltage(s) with sufficient voltage regulation and ripple control to assure that the instruments being supplied can operate within their required tolerances.
3. Output overvoltage and overcurrent protective devices shall be provided with the power supply to protect the instruments from damage due to power supply failure and to protect the power supply from damage due to external failure. Provide NEMA 1 enclosure for all power supplies. Power supplies shall be mounted such that dissipated heat does not adversely affect other components.

D. Wire Ducts

1. Wire duct shall be Panduit, or equal.

E. Miscellaneous Features

1. Provide fluorescent courtesy light, convenience outlet, lightning arrestor, surge arrestor, loop power supplies (with surge protection specified herein), circuit breakers and power supply.
2. Items required shall be as indicated on the drawings.

2.09 NAMEPLATES, NAME TAGS AND SERVICE LEGENDS

- A. All components provided under this section, both field and panel mounted, shall be provided with permanently mounted name tags bearing the entire ISA tag number of the components. Panel mounted tags shall be plastic; field mounted tags shall be stamped stainless steel.
- B. Circuit breakers and all dead front panel items shall be clearly labeled by name, not tag number. Nameplates are defined as inscribed laminated plastic plates mounted under or near a panel face mounted instrument. Service legends are defined as inscribed laminated plastic integrally mounted on a panel face mounted instrument.
- C. Service legends and nameplates shall be engraved, rigid, laminated plastic. Service legends and nameplates shall be fastened to the panel by screws or with a specially applied adhesive. Fastening shall not depend only on the adhesive backing of the nameplate. Unless otherwise noted, color shall be black with white letters and letter height shall be 3/16-inch.
- D. Field mounted tags shall be 16-gauge, 304 stainless steel with 3/16-inch high characters.
- E. Each panel shall be provided with a cabinet face mounted laminated nameplate as specified above. Unless otherwise noted, color shall be black with white letters ½-inch high.

2.10 SPARE PARTS

- A. Furnish the manufacturer's recommended spare parts including at least the following:
 1. None required.
- B. All parts shall be furnished in containers which are clearly marked and identified as to the contents.
- C. Provide spare parts bill of materials with submittals for approval.

PART 3 EXECUTION

NOT USED

PART 4 LOOP SPECIFICATIONS

4.01 LOOP SPECIFICATIONS

- A. Control loop requirements shall be as specified in Section 13725 - Loop functions/Programming Strategies/Protocols and as shown by the Drawings.

END OF SECTION

SECTION 13711

EXISTING SCADA SYSTEM MODIFICATIONS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. The DESIGN/BUILDER shall coordinate, design, and furnish all labor and materials to modify the existing SCADA System including all hardware and programming revisions for a complete and functional system. Modification(s) shall include:
 - 1. Addition of RTU's indicated on design intent/concept drawings.
- B. Provide all equipment and re-developed PLC software files including manuals and disks for proper communication. Include all PLC located equipment, PC located equipment, interposing equipment, cable (length as required), connectors and the like. DESIGN/BUILDER shall utilize his computer for startup and testing. After successful startup, all re-developed software shall be provided to the OWNER. PLC software and SCADA software shall be loaded onto the OWNER's computers. Backup copies of all developed files shall be provided to OWNER on CD.
- C. All programming, field debugging and testing shall be provided.
- D. In order to establish sole source responsibility for the Instrumentation and Control (I&C) System, the DESIGN/BUILDER shall be responsible for all systems and subsystems provided and coordination of work completed by I&C Integrator.
- E. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.
- F. All items specified herein this Section may not be specifically required for this project. DESIGN/BUILDER shall coordinate the requirements of this Section with the work required for proper completion of the project.
- G. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 13700 - Process Instrumentation and Controls.
- B. Section 13725 - Loop Functions/Programming Strategies/Protocol.
- C. Section 13750 - SCADA System Software.
- D. Section 13752 - Computers and Accessories.

PART 2 PRODUCTS

2.01 EXISTING PLC SYSTEM

- A. Existing PLC systems are based on Allen-Bradley Micrologix 1400 components.

- E. New field wiring terminations for new field equipment and instrumentation shall be as shown on the drawings and field coordinated with the approved shop drawings.
- F. All PLC programming shall be provided using existing system software in agreement with the OWNER's copy.

2.02 EXISTING COMPUTER OPERATOR INTERFACE

- A. Existing computer hardware and software systems shall be reused as is with programming modifications as specified herein.
- B. All SCADA programming shall be provided using Trihedral VTS SCADA software in agreement with the OWNER's copy. Copies shall be loaded onto the development, runtime, and client computers.
- C. Provide backup of all developed files on CD.

2.03 SPARE PARTS

- A. Furnish the following spare parts:
 - 1. None required.
- B. All parts shall be furnished in containers which are clearly marked and identified as to the contents.
- C. Provide spare parts bill of materials with submittals for approval.

PART 3 EXECUTION - NOT USED

PART 4 LOOP SPECIFICATIONS

4.01 PROGRAMMING STRATEGIES/PROTOCOL

- A. Existing programming shall be modified to meet the functional requirements specified in Section 13725 - Loop Functions, Programming Strategies/Protocol.

4.02 EXISTING COMPUTER OPERATOR INTERFACE AND PLC MODIFICATIONS (SCADA HMI)

- A. Provide all programming and software modifications of the existing SCADA HMI program to implement the requirements for a complete and functional system as specified herein and shown on drawings.
- B. General programming shall include but not be limited to the following:
 - 1. Graphic display of all new and existing discrete and analog data.
 - 2. Reporting of all new and existing discrete and analog data.
 - 3. Alarm reception and acknowledgment of the new and existing alarms.
 - 4. Control output of data from central computer to RTU's per P&I diagram and these specifications.
 - 5. Software modifications shall be similar to and consistent with the existing computer operator interface.
- C. Specific function revisions shall be as follows:
 - 1. Functional requirements specified in Section 13725 - Loop Functions/Programming Strategies/Protocol.

4.03 DOCUMENTATION

- A. Fully annotated ladder diagrams, screen design graphics and other reports and documentation shall be included in the O&M manuals reflecting final corrections. Other required reports shall include but not be limited to bit, word, timer, counter and memory usage reports.
- B. Describe how fault sensing is achieved and the actions required from operators to acknowledge or clear faults.
- C. After successful software start up the DESIGN/BUILDER shall deliver to the OWNER all corrected ladder diagrams and reports as listed above as part of the O&M manuals. DESIGN/BUILDER shall also provide to the OWNER on disk all annotated, developed files. The OWNER becomes the Owner of such files.

END OF SECTION

SECTION 13720

VARIABLE FREQUENCY DRIVE

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Provide complete Variable Frequency Drive (VFD) system(s) as specified within and as indicated on the drawings. System shall be provided complete with all necessary accessories and appurtenances as required for a completely functional system ready for immediate use.
- B. VFD system(s) shall be provided OEM style and integrated as part of the overall control system package. Variable Frequency Drive manufacturer shall submit letter as part of the shop drawing submittal process indicating compatibility of variable frequency drive with pump/motor system(s) being provided for this project.
- C. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.
- D. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01010 - Summary of Work.
- B. Section 13700 - Process Instrumentation and Controls.
- C. Division 13725 - Loop Functions/Programming Strategies/Protocol.
- D. Section 13751 - RTU Subsystem.

1.03 QUALITY ASSURANCE

- A. All equipment furnished under this specification shall be new and unused, shall be the product of a manufacturer having a successful record of manufacturing and servicing the equipment specified herein for a minimum of five (5) years.

PART 2 PRODUCTS

2.01 VARIABLE FREQUENCY DRIVE (VFD)

- 1. Fully engineered Variable Frequency Drive (VFD) system for use with a pump/motor as listed below. Units shall utilize PWM technology. Power input shall be listed below, 3 phase. Drive shall be Series GP10 as manufactured by Allen-Bradley, Eaton/Cutler-Hammer, ABB, or Square D.
 - 1. Minimum drive inverter amps of output shall not be less than the amps as listed in Table 430-150 of the latest issue of the National Electrical Code.
 - 2. Minimum drive overload capability shall not be less than 110% of the output rated amps for 60 seconds.
 - 3. Installation Locations:

<u>Location</u>	<u>Tag Numbers</u>	<u>Horsepower</u>	<u>Voltage</u>
Cresthaven I PS	P-1-9-(2)	40	480

B. As a minimum include the following features.

1. Exterior front cabinet door mounted equipment shall be as follows:
 - a. Hand-Off-Auto selector switch.
 - b. Programmer/Monitor/Display Module and required appurtenances. Display shall indicate speed in percent.
 - c. Engraved legend plate shall be provided for all devices.
 - d. Manual speed potentiometer.
2. Where drives are utilized with output and/or bypass contactors, contactor operation shall be coordinated with drive operation.
 - a. Contactor shall close before drive operation starts.
 - b. Contactor shall open after drive operation ends.
 - c. Where possible, output contactor shall be powered utilizing UPS power.
3. Drive shall be provided with the capabilities to ride through brown outs and to restart on power loss and return after time delay.
4. Discrete output contacts shall be provided and wired to labeled terminal strip. Contacts shall be required as indicated. Three (3) form "C" contacts shall be provided. Additional slave relays shall be provided as required.
5. Provisions to receive a 4-20 mA DC signal for remote speed reference. Signal isolation shall be provided in the drive.
6. Provide line reactors of 3% impedance as a minimum to limit harmonic distortion to the power system. Line reactor shall be installed within the drive enclosure.
7. Provide output filters to limit noise to the motor.

C. Operation

1. Hand-Off-Auto mode selector
 - a. Discrete control
 1. Hand: The drive ramps up to the speed reference per the local drive keypad.
 2. Off: Drive ramps down to the minimum speed, the output stops. While in the off position the drive is not permitted to run.
 3. Auto: Upon receiving a start command, the drive ramps up the remote speed reference. Drive shall ramp down to minimum speed set point before stopping pump. Coordination of the output contactor with drive speed is critical.
 - b. Speed control
 1. The speed reference shall be from the local potentiometer while the local H-O-A is in the hand mode and from the

remote 4-20 mADC analog input signal while in the auto mode.

2. Adjustable minimum and maximum speed settings shall be provided.
3. Separate adjustable ramp slope settings shall be provided for both acceleration and deceleration.

2.02 SPARE PARTS

- A. VFD manufacturer shall supply owner with the following:
 1. Two (2) sets of fuses for every size fuse used in VFD(s).
- B. All parts shall be furnished in containers which are clearly marked and identified as to the contents.
- C. Provide spare parts bill of materials with submittals for approval.

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 13725

LOOP FUNCTIONS/PROGRAMMING STRATEGIES/PROTOCOL

PART 1 GENERAL

1.01 WORK INCLUDED

- A. This Section covers the instrumentation loop functions, RTU and HMI programming strategies and protocols.
- B. In order to establish sole source responsibility for the Instrumentation and Control (I&C) System, the I&C vendor/subcontractor shall be responsible for systems and subsystems provided.
- C. This specification section shall define the programming parameters for each proposed new RTU system location.
- D. All operator settings shall be documented as modified at start-up.
- E. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01010 - Summary of Work.
- B. Section 13700 - Process Instrumentation and Controls.
- C. Section 13711 - Existing SCADA System Modifications.
- D. Section 13751 - RTU Subsystem.

1.03 DEFINITIONS

- A. The following abbreviations/definitions shall be defined as follows:
 - 1. DI = Discrete Input
 - 2. DO = Discrete Output
 - 3. AI = Analog Input
 - 4. AO = Analog Output
 - 5. HMI = Human Machine Interface
 - 6. RTU = Remote Telemetry Unit with Programmable Logic Controller (PLC)

1.04 LOOP SPECIFICATION FORMAT

- A. General
 - 1. The P & Ids and these Specifications are not intended to completely depict all of the functional requirements of the control systems provided under this Section. The filter system supplier shall provide all instrumentation and controls necessary to provide safe and operable systems. The specific control systems proposed shall be subject to the review and approval of the ENGINEER.
- B. "Functions" specify the functional performance of the loop and includes a description of any functional interlocks to be provided by the I&C

subcontractor. For more precise information on a loop's functional interlocks, refer to the Drawings.

- C. "Components" specify the major components to be provided for a loop. Each component is identified by three pieces of information: tag number, component identification code and component name and options.

- D. Tag numbers example HS-1-2-3C

HS = Instrumentation designation: Hand Switch

1 = Unit Process Number

2 = Loop Number

3 = Unit or Item Number

C = Sequential Modifier: Switch Location C

Tag numbering is further defined on the drawings.

- E. Component identification code is an alphanumeric code used to reference a particular component specification within this section.

- F. Component name and options are listed as required for each specific requirement. One particular nomenclature has been used to define the action of discrete devices about their set points.

"Rising" - in reference to a set point means that the contacts are closed for all process variable values above that point.

"Falling"- in reference to a set point means that contacts are closed for all process variable values below that point.

1.05 PROGRAMMING STRATEGIES, GENERAL REQUIREMENTS

- A. Provide all programming to fully implement the following control strategies to produce output and receive input from the instrumentation and control system.

PART 2 PRODUCTS

2.01 INSTRUMENTATION AND SCADA SYSTEM COMPONENTS

- A. Instrumentation components shall be as specified in Section 13700 - Process Instrumentation and Controls.
- B. RTU components shall be as specified in Section 13751 - RTU Subsystem.

PART 3 EXECUTION

NOT USED

PART 4 LOOP FUNCTIONS/PROGRAMMING STRATEGIES/PROTOCOL

4.01 DUPLEX WASTEWATER PUMPING (EXISTING CONTROL PANEL)

- A. Field Functions:
 - 1. Existing duplex PS control panel shall remain and all functions shall remain except as modified herein below.
 - 2. Modify existing systems to incorporate/interface with new RTU.

3. Provide RTU power supply and other components to meet all function requirements.
4. Provisions shall be made for the following system monitoring functions:
 - a. Provide continuous 4-20 mA DC signal to RTU from level transmitter (LT) corresponding wetwell level.
 - b. Provide continuous 4-20 mA DC signal to RTU from Pump No. 1 current transmitter (IIT-1) corresponding to pump amperage draw.
 - c. Provide continuous 4-20 mA DC signal to RTU from Pump No. 2 current transmitter (IIT-2) corresponding to pump amperage draw.
- B. Provisions shall be made for the following future system monitoring functions:
 1. Provide continuous 4-20 mA DC signal to RTU from future combustible gas detector (CGD) corresponding to percent LEL in wetwell.

B. Field Components:

<u>Tag Number</u>	<u>Component Identification Code</u>	<u>Component Name and Options</u>
RTU BKR	M7	RTU Breaker 20 Amp
LT	L16	Radar Level Sensor Range: Depth of Wetwell
GFM(2)	M7	Ground Fault Monitor
IIT-(2)	M7	Current Transmitter (Amps)

C. RTU Strategies:

1. Constant Speed Pump(s) Operation
 - a. Pump(s) shall start when pump(s) call signal is received from RTU after a time delay. This will be considered normal operation based on wetwell level.

Pump(s) shall be stopped when pump(s) call signal is discontinued from RTU after a time delay.
 - b. Backup float actuated operation shall be provided by existing local control panel.
2. System Status and Faults (Normal via SCADA)
 - a. When discrete signal is received at RTU from PM following a time delay, a phase monitor alarm shall be issued to existing SCADA network via RTU.
 - b. When discrete signal is received at RTU from MS-1 or MS-2 of pump(s) on following a time delay, a pump(s) run shall be issued to existing SCADA network via RTU.

- c. When discrete signal is received at RTU from CR4 of high high wetwell level following a time delay, a high high wetwell level shall be issued to existing SCADA network via RTU.
- d. When a discrete signal is received at RTU from CR51 (overtemp), SFR1 (seal failure), or CR8 (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

Upon receipt of overtemp, seal fault, or ground fault signal, Pump shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

- e. When a discrete signal is received at RTU from CR52 (overtemp), SFR2 (seal failure), or CR9 (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

Upon receipt of overtemp, seal fault, or ground fault signal, Pump shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

- f. When discrete signal is received at RTU from intruder switch(s) ZS following a time delay, an intruder alarm signal shall be issued to existing SCADA via RTU. Intruder alarm shall be reset by one of the following actions:

- i. Signal from intruder switch(s) is discontinued.
- ii. Acknowledgment of alarm via the existing SCADA network.

- g. RTU shall receive and monitor 4-20 mA DC signal from the following devices:

<u>Tag</u>	<u>Variable</u>
LT	Water Level in Wetwell
IIT-1	Pump No. 1 Current Draw
IIT-2	Pump No. 2 Current Draw

Continuous analog signal corresponding to the variables shall be issued to existing SCADA network via RTU.

- h. RTU shall receive and monitor 4-20 mA DC signal from the following future devices:

<u>Tag</u>	<u>Variable</u>
CGD	Percent LEL in Wetwell

Continuous analog signal corresponding to each of these variables shall be issued to existing SCADA network via RTU.

- I. When discrete signal is received from CR01 on loss of RTU panel power following a time delay, a loss of RTU power alarm shall be issued to existing SCADA network via RTU.
 - j. RTU shall monitor position of each pump H-0-A switch. When switch is in auto, a switch in auto position shall be issue to existing SCADA network via RTU.
 - k. RTU shall internally monitor its own diagnostic protocols. When any of these protocols are out of specification following a time delay, a RTU trouble signal shall be issued to existing SCADA network via RTU. Signal shall be discontinued when condition is corrected.
- D. Internal RTU Program Adjustable Software Values.

<u>Description</u>	<u>Range, Initial Setting</u>
1. Pump start/stop time delay	0-60 sec, 10 sec
2. RTU Fault Output time delay	0-60 sec, 30 sec
3. RTU Fault Reset Time Delay	0-60 sec, 30 sec
4. Other display/parameter elements shall Be provided as required.	

E. HMI

- 1. Provide all programming and software modifications for the existing SCADA HMI program to implement the requirements for a complete and functional system as specified herein and shown on drawings.
- 2. General programming shall include but not be limited to the following:
 - a. Graphic display of all new and existing discrete and analog data.
 - b. Reporting of all new and existing discrete and analog data.
 - c. Alarm reception and acknowledgment of the new and existing alarms.
 - d. Control output of data from central computer to RTU's per P&I diagram and these specifications.
- 3. Specific Functions shall be as follows:
 - a. General Alarm Logging and Reset.
 - i. Log all alarm received.
 - ii. Display all received alarms, graphically.
 - iii. Provide alarm acknowledgment.
 - b. Provide display and alarm function of all alarms and faults indicated on drawing(s) and specified herein.
 - c. Provide and display status indication for pump(s). This shall include running non-resettable runtime total.
 - d. Provide and display variable (analog) status functions.
 - i. Functions shall be shown graphically and numerically.

- ii. Daily totalizer shall be provided for flow variable. Totalizer shall reset to zero at midnight and transfer total daily value to previous day reading.
 - iii. Provide for all analogs indicated on P&ID drawings.
- e. Trending and Record keeping
 - i. All data (analog) and events (alarm and status) shall be stored for trending and records.
- f. Sewage Pump Auto/Manual/Off Control

An auto/manual/off selector shall be provided for each pump.

Manual

- i. When manual mode is selected, additional on-screen start/stop functions will appear.
- ii. Operator can use the pump start/stop command to control selected pump(s) via SCADA.

Auto Mode

- i. When auto mode is selected, additional on-screen start/stop functions will appear.
- ii. Operator shall input RTU operational level setpoints for "Lead Pump Start"; "Lag Pump Start"; "High Level Alarm"; "All Pumps Off".

Off Mode

- i. When off mode is selected, no additional screens will appear and no commands will be issued.

- g. Wetwell Level Status Monitoring
 - i. Operator can enter a setpoint for level. The SCADA system will alarm output "WARNING WETWELL LEVEL APPROACHING OVERFLOW CONDITION".
 - ii. When level is exceeded, alarm will be issued.
 - iii. When level drops below setpoint, alarm output will be discontinued after time delay.
- h. The following adjustable parameters shall be provided at SCADA HMI:

<u>Description</u>	<u>Range, Initial Setting</u>
i. Lead Pump Start	Wetwell Depth (Ft), TBD
ii. Lag Pump Start	Wetwell Depth (Ft), TBD
iii. All Pumps Off	Wetwell Depth (Ft), TBD
iv. High Level Alarm	Wetwell Depth (Ft), TBD
v. Warning Wetwell Level Approaching Overflow Condition	Wetwell Depth (Ft), TBD

4.02 DUPLEX WASTEWATER PUMPING (WITH NEW CONTROL PANEL)

A. Field Functions:

- 1. Provide hand/off/auto for each pump. Operation is same for each pump.

In hand mode, pump runs.

In off mode, pump will not run.

In auto mode, pump runs as directed by RTU logic per drawings. Level control for pump operation shall be via level transmitter. Lead pump position shall alternate on each pump stop condition.

Pump can be remotely started as directed by RTU when hand switch is in the auto position only.

2. Pump run status, RL-X, pump run time, ETM-X, and pump starts (cycle count, KKI-X) shall be indicated. Pump run status shall also be provided to RTU.
3. Receive a discrete signal on over-temperature from pump manufacturer's internal temperature switch. Indicate pump overtemp, OT-X locally. Over temperature alarm shall also be issued to RTU. Signal shall discontinue once condition has cleared.
4. Receive a discrete signal on seal failure from pump manufacturer's seal failure module (SFM-X). Indicate pump seal failure locally. Seal failure alarm shall also be issued to RTU. Signal shall discontinue once condition has cleared.
5. Receive a discrete signal from FS2 on high high level in wetwell and locally indicate high high level visually (HLA) and audibly (AH). High high level alarm shall also be issued to RTU.

Provide pushbutton reset to silence local alarm.

Float shall be self-resetting and output signals shall discontinue on reset.

High level alarm float shall also backup start the pumps.

6. Receive a discrete signal from FS1 on low low level in wetwell. Low low level float shall also backup stop both pumps.
7. Receive a discrete signal on ground fault from ground fault monitor and locally indicate. Ground fault alarm shall also be issued to RTU. Signal shall discontinue once condition has cleared.
8. Upon opening of front panel door, intruder alarm switch ZS shall provide a discrete signal to RTU. System shall reset upon closing door which opens CR7.
9. Provide fluorescent courtesy lamp, convenience outlet, all indicated breakers, relays, terminal strips, wiring, power supplies, wire duct, lightning arrestor, surge capacitor, fuses, control power transformer, RTU power supply, and other components to meet all function requirements. Refer to 3-line diagrams and control schematics in drawings.
10. Monitor phase of normal and emergency power supply. When any power leg is out of phase, indicate locally, interrupt controls and stop pump(s). Phase monitor shall auto reset. Power supply to control panel shall be as indicated on drawings. Phase failure indication shall also be provided to RTU.

Discontinue discrete signal to RTU on phase monitor reset.

11. Provisions shall be made for the following system monitoring functions:
 - a. Provide continuous 4-20 mA DC signal to RTU from level transmitter (LT) corresponding wetwell level.
 - b. Provide continuous 4-20 mA DC signal to RTU from Pump No. 1 current transmitter (IIT-1) corresponding to pump amperage draw.
 - c. Provide continuous 4-20 mA DC signal to RTU from Pump No. 2 current transmitter (IIT-2) corresponding to pump amperage draw.
12. Provisions shall be made for the following future system monitoring functions:
 1. Provide continuous 4-20 mA DC signal to RTU from future combustible gas detector (CGD) corresponding to percent LEL in wetwell.

B. Field Components:

<u>Tag Number</u>	<u>Component Identification Code</u>	<u>Component Name and Options</u>
GR	M7	Generator Receptacle
LA	M7	Lightning Arrestor
SC	M7	Surge Capacitor
MS(2)	M7	Pump Motor Starter w/Solid State Overload
CCB	M7	Control Circuit Breaker 20 Amp
DRB	M7	Duplex Receptacle Breaker 20 amp
RTU	M7	RTU Breaker 20 Amp
GFDR	M7	Ground Fault Duplex Receptacle
PM	M7	Phase Monitor
AL1	M7	Indicator Light, Amber = Fail
HS(2)	M7	Selector Switch (Hand/Off/Auto)
ETM(2)	M7	Elapsed Time Meter
RL(2)	M7	Indicator Light, Green = Run
MB(2)	M7	Pump Motor Breaker (Amperage Rating indicated on drawings)

MCB/ECB	M7	Main and emergency circuit breakers w/mechanical interlock (amperage ratings indicated on drawings)
FL	M7	Fluorescent Lamp
CPT	X1	Control Power Transformer (480 volt panels only)
FS2	L8	Float Switch, Rising
FS1	L8	Float Switch, Falling
ISR1,2	M7	Intrinsically Safe Relay
FLA	M7	Flasher
HLA	M7	High Level Alarm, Globe Type
ASB	M7	Pushbutton, Black
AH	M7	Alarm Horn
AUX	M7	Auxiliary Breaker 20 amp (where noted on drawings only)
KKI(2)	M7	Pump Cycle Counter
ALT	M7	Duplex Alternator
SFM(2)	Section 11310	Seal Fail Module (Provided by pump manufacturer)
OT-(2)	M7	Indicator Light, Red = Overtemp
SF(2)	M7	Indicator Light, Red = Seal Fail
ZS	Z1	Intrusion Switch
IT	X1	Isolation Transformer 120V:24V
GF-(2)	M7	Indicator Light, Red = Ground Fault
LT	L16	Submersible Level Transmitter Range: Depth of Wetwell
GFM(2)	See Drawings	Ground Fault Monitor
IIT-(2)	See Drawings	Current Transmitter (Amps)

C. RTU Strategies:

1. Constant Speed Pump(s) Operation

- a. Pump(s) shall start when pump(s) call signal is received from RTU after a time delay. This will be considered normal operation based on wetwell level.

Pump(s) shall be stopped when pump(s) call signal is discontinued from RTU after a time delay.

- b. Backup float actuated operation shall be provided by local control panel.

2. System Status and Faults (Normal via SCADA)

- a. When discrete signal is received at RTU from PM following a time delay, a phase monitor alarm shall be issued to existing SCADA network via RTU.
- b. When discrete signal is received at RTU from MS-1 or MS-2 of pump(s) on following a time delay, a pump(s) run shall be issued to existing SCADA network via RTU.
- c. When discrete signal is received at RTU from CR4 of high high wetwell level following a time delay, a high high wetwell level shall be issued to existing SCADA network via RTU.
- d. When a discrete signal is received at RTU from CR51 (overtemp), SFR1 (seal failure), or CR8 (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

Upon receipt of overtemp or ground fault signal, Pump shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

- e. When a discrete signal is received at RTU from CR52 (overtemp), SFR2 (seal failure), or CR9 (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

Upon receipt of overtemp or ground fault signal, Pump shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

- f. When discrete signal is received at RTU from intruder switch(s) ZS following a time delay, an intruder alarm signal shall be issued to existing SCADA via RTU. Intruder alarm shall be reset by one of the following actions:

- i. Signal from intruder switch(s) is discontinued.

- ii. Acknowledgment of alarm via the existing SCADA network.

- g. RTU shall receive and monitor 4-20 mA DC signal from the following devices:

<u>Tag</u>	<u>Variable</u>
LT	Water Level in Wetwell
IIT-1	Pump No. 1 Current Draw
IIT-2	Pump No. 2 Current Draw

Continuous analog signal corresponding to the variables shall be issued to existing SCADA network via RTU.

- h. RTU shall receive and monitor 4-20 mA DC signal from the following future devices:

<u>Tag</u>	<u>Variable</u>
CGD	Percent LEL in Wetwell

Continuous analog signal corresponding to each of these variables shall be issued to existing SCADA network via RTU.

- I. When discrete signal is received from CR01 on loss of RTU panel power following a time delay, a loss of RTU power alarm shall be issued to existing SCADA network via RTU.
- j. RTU shall monitor position of each pump H-0-A switch. When switch is in auto, a switch in auto position shall be issue to existing SCADA network via RTU.
- k. RTU shall internally monitor its own diagnostic protocols. When any of these protocols are out of specification following a time delay, a RTU trouble signal shall be issued to existing SCADA network via RTU. Signal shall be discontinued when condition is corrected.

D. Internal RTU Program Adjustable Software Values.

<u>Description</u>	<u>Range, Initial Setting</u>
1. Pump start/stop time delay	0-60 sec, 10 sec
2. RTU Fault Output time delay	0-60 sec, 30 sec
3. RTU Fault Reset Time Delay	0-60 sec, 30 sec
4. Other display/parameter elements shall Be provided as required.	

E. HMI

1. Provide all programming and software modifications for the existing SCADA HMI program to implement the requirements for a complete and functional system as specified herein and shown on drawings.
2. General programming shall include but not be limited to the following:
- a. Graphic display of all new and existing discrete and analog data.
 - b. Reporting of all new and existing discrete and analog data.
 - c. Alarm reception and acknowledgment of the new and existing alarms.
 - d. Control output of data from central computer to RTU's per P&I diagram and these specifications.
3. Specific Functions shall be as follows:
- a. General Alarm Logging and Reset.
 - i. Log all alarm received.
 - ii. Display all received alarms, graphically.
 - iii. Provide alarm acknowledgment.

- b. Provide display and alarm function of all alarms and faults indicated on drawing(s) and specified herein.
- c. Provide and display status indication for pump(s). This shall include running non-resettable runtime total.
- d. Provide and display variable (analog) status functions.
 - i. Functions shall be shown graphically and numerically.
 - ii. Daily totalizer shall be provided for flow variable. Totalizer shall reset to zero at midnight and transfer total daily value to previous day reading.
 - iii. Provide for all analogs indicated on P&ID drawings.
- e. Trending and Record keeping
 - i. All data (analog) and events (alarm and status) shall be stored for trending and records.
- f. Sewage Pump Auto/Manual/Off Control

An auto/manual/off selector shall be provided for each pump.

Manual

- i. When manual mode is selected, additional on-screen start/stop functions will appear.
- ii. Operator can use the pump start/stop command to control selected pump(s) via SCADA.

Auto Mode

- i. When auto mode is selected, additional on-screen start/stop functions will appear.
- ii. Operator shall input RTU operational level setpoints for "Lead Pump Start"; "Lag Pump Start"; "High Level Alarm"; "All Pumps Off".

Off Mode

- i. When off mode is selected, no additional screens will appear and no commands will be issued.

- g. Wetwell Level Status Monitoring
 - i. Operator can enter a setpoint for level. The SCADA system will alarm output "WARNING WETWELL LEVEL APPROACHING OVERFLOW CONDITION".
 - ii. When level is exceeded, alarm will be issued.
 - iii. When level drops below setpoint, alarm output will be discontinued after time delay.
- h. The following adjustable parameters shall be provided at SCADA HMI:

<u>Description</u>	<u>Range, Initial Setting</u>
i. Lead Pump Start	Wetwell Depth (Ft), TBD
ii. Lag Pump Start	Wetwell Depth (Ft), TBD
iii. All Pumps Off	Wetwell Depth (Ft), TBD
iv. High Level Alarm	Wetwell Depth (Ft), TBD
v. Warning Wetwell Level Approaching Overflow Condition	Wetwell Depth (Ft), TBD

4.03 TRIPLEX WASTEWATER PUMP STATION (EXISTING CONTROL PANEL REMAIN)

A. Field Functions:

1. Existing triplex PS control panel shall remain and all functions shall remain except as modified herein below.
2. Modify existing systems to incorporate/interface with new RTU.
3. Provide RTU power supply and other components to meet all function requirements.
4. Provisions shall be made for the following system monitoring functions:
 - a. Provide continuous 4-20 mA DC signal to RTU from existing level transmitter (LT) corresponding wetwell level.
 - b. Provide continuous 4-20 mA DC signal to RTU from Pump No. 1 current transmitter (IIT-1) corresponding to pump amperage draw.
 - c. Provide continuous 4-20 mA DC signal to RTU from Pump No. 2 current transmitter (IIT-2) corresponding to pump amperage draw.
 - d. Provide continuous 4-20 mA DC signal to RTU from Pump No. 3 current transmitter (IIT-3) corresponding to pump amperage draw.
5. Provisions shall be made for the following future system monitoring functions:
 - a. Provide continuous 4-20 mA DC signal to RTU from future combustible gas detector (CGD) corresponding to percent LEL in wetwell.

B. Field Components:

<u>Tag Number</u>	<u>Component Identification Code</u>	<u>Component Name and Options</u>
RTU BKR	M7	RTU Breaker 20 Amp
GFM(3)	M7	Ground Fault Monitor
IIT-(3)	M7	Current Transmitter (Amps)

C. RTU Strategies:

1. Constant Speed Pump(s) Operation
 - a. Pump(s) shall start when pump(s) call signal is received from RTU after a time delay. This will be considered normal operation based on wetwell level.

Pump(s) shall be stopped when pump(s) call signal is discontinued from RTU after a time delay.
 - b. Backup float actuated operation shall be provided by existing local control panel.

2. System Status and Faults (Normal via SCADA)

- a. When discrete signal is received at RTU from PM following a time delay, a phase monitor alarm shall be issued to existing SCADA network via RTU.
- b. When discrete signal is received at RTU from MS-1, MS-2, or MS-3 of pump(s) on following a time delay, a pump(s) run shall be issued to existing SCADA network via RTU.
- c. When discrete signal is received at RTU for high high wetwell level following a time delay, a high high wetwell level shall be issued to existing SCADA network via RTU.
- d. When a discrete signal is received at RTU from CR51 (overtemp), SFR1 (seal failure), or CR8 (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

Upon receipt of overtemp or ground fault signal, Pump No. 1 shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

- e. When a discrete signal is received at RTU from CR53 (overtemp), SFR3 (seal failure), or CR10 (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

Upon receipt of overtemp or ground fault signal, Pump No. 2 shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

- f. When a discrete signal is received at RTU from CR53 (overtemp), SFR3 (seal failure), or CR10 (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

Upon receipt of overtemp or ground fault signal, Pump No. 3 shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

- g. When discrete signal is received at RTU from intruder switch(s) ZS following a time delay, an intruder alarm signal shall be issued to existing SCADA via RTU. Intruder alarm shall be reset by one of the following actions:
 - i. Signal from intruder switch(s) is discontinued.
 - ii. Acknowledgment of alarm via the existing SCADA network.
- h. RTU shall receive and monitor 4-20 mA DC signal from the following devices:

<u>Tag</u>	<u>Variable</u>
LT (Existing)	Water Level in Wetwell
IIT-1	Pump No. 1 Current Draw
IIT-2	Pump No. 2 Current Draw
IIT-3	Pump No. 3 Current Draw

Continuous analog signal corresponding to the variables shall be issued to existing SCADA network via RTU.

- I. RTU shall receive and monitor 4-20 mA DC signal from the following future devices:

<u>Tag</u>	<u>Variable</u>
CGD	Percent LEL in Wetwell

Continuous analog signal corresponding to each of these variables shall be issued to existing SCADA network via RTU.

- j. When discrete signal is received from CR01 on loss of RTU panel power following a time delay, a loss of RTU power alarm shall be issued to existing SCADA network via RTU.
- k. RTU shall monitor position of each pump H-0-A switch. When switch is in auto, a switch in auto position shall be issue to existing SCADA network via RTU.
- l. RTU shall internally monitor its own diagnostic protocols. When any of these protocols are out of specification following a time delay, a RTU trouble signal shall be issued to existing SCADA network via RTU. Signal shall be discontinued when condition is corrected.

D. Internal RTU Program Adjustable Software Values.

<u>Description</u>	<u>Range, Initial Setting</u>
1. Pump start/stop time delay	0-60 sec, 10 sec
2. RTU Fault Output time delay	0-60 sec, 30 sec
3. RTU Fault Reset Time Delay	0-60 sec, 30 sec
4. Other display/parameter elements shall Be provided as required.	

E. HMI

1. Provide all programming and software modifications for the existing SCADA HMI program to implement the requirements for a complete and functional system as specified herein and shown on drawings.
2. General programming shall include but not be limited to the following:
 - a. Graphic display of all new and existing discrete and analog data.
 - b. Reporting of all new and existing discrete and analog data.
 - c. Alarm reception and acknowledgment of the new and existing alarms.

- d. Control output of data from central computer to RTU's per P&I diagram and these specifications.
3. Specific Functions shall be as follows:
- a. General Alarm Logging and Reset.
 - i. Log all alarm received.
 - ii. Display all received alarms, graphically.
 - iii. Provide alarm acknowledgment.
 - b. Provide display and alarm function of all alarms and faults indicated on drawing(s) and specified herein.
 - c. Provide and display status indication for pump(s). This shall include running non-resettable runtime total.
 - d. Provide and display variable (analog) status functions.
 - i. Functions shall be shown graphically and numerically.
 - ii. Daily totalizer shall be provided for flow variable. Totalizer shall reset to zero at midnight and transfer total daily value to previous day reading.
 - iii. Provide for all analogs indicated on P&ID drawings.
 - e. Trending and Record keeping
 - i. All data (analog) and events (alarm and status) shall be stored for trending and records.
 - f. Sewage Pump Auto/Manual/Off Control

An auto/manual/off selector shall be provided for each pump.

Manual

 - i. When manual mode is selected, additional on-screen start/stop functions will appear.
 - ii. Operator can use the pump start/stop command to control selected pump(s) via SCADA.

Auto Mode

 - i. When auto mode is selected, additional on-screen start/stop functions will appear.
 - ii. Operator shall input RTU operational level setpoints for "Lead Pump Start"; "Lag Pump Start"; "High Level Alarm"; "All Pumps Off".

Off Mode

 - i. When off mode is selected, no additional screens will appear and no commands will be issued.
 - g. Wetwell Level Status Monitoring
 - i. Operator can enter a setpoint for level. The SCADA system will alarm output "WARNING WETWELL LEVEL APPROACHING OVERFLOW CONDITION".
 - ii. When level is exceeded, alarm will be issued.
 - iii. When level drops below setpoint, alarm output will be discontinued after time delay.
 - h. The following adjustable parameters shall be provided at SCADA HMI:

<u>Description</u>	<u>Range, Initial Setting</u>
i. Lead Pump Start	Wetwell Depth (Ft), TBD
ii. Lag Pump Start	Wetwell Depth (Ft), TBD
iii. Lag Lag Pump Start	Wetwell Depth (Ft), TBD
iv. All Pumps Off	Wetwell Depth (Ft), TBD
v. High Level Alarm	Wetwell Depth (Ft), TBD
vi. Warning Wetwell Level Approaching Overflow Condition	Wetwell Depth (Ft), TBD

4.04 VACUUM PUMP STATIONS (EXISTING CONTROL PANEL REMAINS)

A. Field Functions:

1. Existing functions shall remain as shown on drawings.
2. Modify existing systems to incorporate/interface with new RTU.
3. Provide RTU power supply and other components to meet all function requirements.
4. Provision shall be made for the following system monitoring functions:
 - a. Provide continuous 4-20 mADC signal to RTU from existing sewage tank level transmitter.
 - b. Provide continuous 4-20 mADC signal to RTU from existing vacuum system transmitter.
5. Provision shall be made for the following future system monitoring functions:
 - a. Provide continuous 4-20 mADC signal to RTU from future flow meter corresponding to wastewater flow leaving the vacuum pump station.
 - b. Provide continuous 4-20 mADC signal to RTU from future pressure transmitter corresponding to force main pressure.
6. Provisions shall be added to allow sewage and vacuum pumps to be remotely started as directed by RTU.

Pump(s) can only be remotely started when local selector switch is in Auto.

Remote start shall not override fault conditions.

B. Field components:

1. Existing components shall remain in place and in service.

<u>Tag Number</u>	<u>Component Identification Code</u>	<u>Component Name and Options</u>
RTU	M7	RTU Breaker 20 Amp

C. RTU Strategies

1. System Status and Faults (Normal via SCADA)

- a. When discrete signal is received at RTU from PM following a time delay, a phase monitor alarm shall be issued to existing SCADA network via RTU.
- b. When discrete run signal is received at RTU from vacuum pump motor starter(s) or sewage pump motor starters following a time delay, a pump(s) run shall be issued to existing SCADA network via RTU.
- c. When discrete signal is received at RTU on sewage level high high lockout following a time delay, a sewage level high high lockout shall be issued to existing SCADA network via RTU.
- d. When a discrete signal is received at RTU from vacuum control panel on sewage or vacuum pump(s) fault following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.
- e. When a discrete signal is received at RTU from vacuum control panel following a time delay, the alarm(s) listed below shall be issued to existing SCADA network via RTU.
 - i. Vacuum tank isolation valve closed.
 - ii. Vacuum station sump high level.
- f. When discrete signal is received at RTU from intruder switch(s) ZS following a time delay, an intruder alarm signal shall be issued to existing SCADA via RTU. Intruder alarm shall be reset by one of the following actions:
 - i. Signal from intruder switch(s) is discontinued.
 - ii. Acknowledgment of alarm via the existing SCADA network.
- g. RTU shall receive and monitor 4-20 mA DC signal from the following existing devices:

<u>Tag</u>	<u>Variable</u>
LT	Sewage Tank Level
VAC	System Vacuum

Continuous analog signal corresponding to the variables shall be issued to existing SCADA network via RTU.

- h. RTU shall receive and monitor 4-20 mA DC signal from the following future devices:

<u>Tag</u>	<u>Variable</u>
FE/FIT	Wastewater Flow
PIT	Force Main Pressure

Continuous analog signal corresponding to each of these variables shall be issued to existing SCADA network via RTU.

- I. When discrete signal is received from CR01 on loss of RTU panel power following a time delay, a loss of RTU power alarm shall be issued to existing SCADA network via RTU.

- j. RTU shall monitor position of each pump H-0-A switch. When switch is in auto, a switch in auto position shall be issue to existing SCADA network via RTU.
- k. RTU shall internally monitor its own diagnostic protocols. When any of these protocols are out of specification following a time delay, a RTU trouble signal shall be issued to existing SCADA network via RTU. Signal shall be discontinued when condition is corrected.

D. Internal RTU Program Adjustable Software Values.

<u>Description</u>	<u>Range, Initial Setting</u>
1. Pump start/stop time delay	0-60 sec, 10 sec
2. RTU Fault Output time delay	0-60 sec, 30 sec
3. RTU Fault Reset Time Delay	0-60 sec, 30 sec
4. Other display/parameter elements shall Be provided as required.	

E. HMI

- 1. Provide all programming and software modifications for the existing SCADA HMI program to implement the requirements for a complete and functional system as specified herein and shown on drawings.
- 2. General programming shall include but not be limited to the following:
 - a. Graphic display of all new and existing discrete and analog data.
 - b. Reporting of all new and existing discrete and analog data.
 - c. Alarm reception and acknowledgment of the new and existing alarms.
 - d. Control output of data from central computer to RTU's per P&I diagram and these specifications.
- 3. Specific Functions shall be as follows:
 - a. General Alarm Logging and Reset.
 - i. Log all alarm received.
 - ii. Display all received alarms, graphically.
 - iii. Provide alarm acknowledgment.
 - b. Provide display and alarm function of all alarms and faults indicated on drawing(s) and specified herein.
 - c. Provide and display status indication for pump(s). This shall include running non-resettable runtime total.
 - d. Provide and display variable (analog) status functions.
 - i. Functions shall be shown graphically and numerically.
 - ii. Daily totalizer shall be provided for flow variable. Totalizer shall reset to zero at midnight and transfer total daily value to previous day reading.
 - iii. Provide for all analogs indicated on P&ID drawings.

- e. Trending and Record keeping
 - i. All data (analog) and events (alarm and status) shall be stored for trending and records.
- f. Sewage Pump Remote Start Control

A remote/station control selector shall be provided for each sewage pump.

Remote

- i. When remote mode is selected, additional on-screen start/stop functions will appear.
- ii. Operator can use the pump start/stop command to control selected pump(s) via SCADA.

Station Control Mode

- I. When station control mode is selected, no additional screens will appear and no commands will be issued.
- ii. All pump control shall be local to vacuum station.

- g. Vacuum Pump Remote Start Control

A remote/station control selector shall be provided for each vacuum pump.

Remote

- A. When remote mode is selected, additional on-screen start/stop functions will appear.
- B. Operator can use the pump start/stop command to control selected pump(s) via SCADA.

Station Control Mode

- I. When station control mode is selected, no additional screens will appear and no commands will be issued.
- ii. All pump control shall be local to vacuum station.

4.05 DUPLEX WASTEWATER PUMPING (WITH NEW CONTROL PANEL) VARIABLE SPEED

A. Field Functions:

- 1. Provide hand/off/auto for each pump. Operation is same for each pump.

In hand mode, pump runs as directed by VFD with speed reference from VFD keypad.

In off mode, pump will not run.

In Auto Mode, pump runs as directed by VFD with speed reference from RTU.

VFD functions shall be as specified in Section 13720 - Variable Frequency Drives.

- 2. Pump run status, RL-X, pump run time, ETM-X, and pump starts (cycle count, KKI-X) shall be indicated. Pump run status shall also be provided to RTU.
- 3. Provide discrete signal from VFD-X (via HS-X) to RTU when VFD is in Auto.

4. Receive a discrete signal on over-temperature from pump manufacturer's internal temperature switch. Indicate pump overtemp, OT-X locally. Over temperature alarm shall also be issued to RTU. Signal shall discontinue once condition has cleared.
5. Receive a discrete signal on seal failure from pump manufacturer's seal failure module (SFM-X). Indicate pump seal failure locally. Seal failure alarm shall also be issued to RTU. Signal shall discontinue once condition has cleared.
6. Receive a discrete signal from FS2 on high high level in wetwell and locally indicate high high level visually (HLA) and audibly (AH). High high level alarm shall also be issued to RTU.

Provide pushbutton reset to silence local alarm.

Float shall be self-resetting and output signals shall discontinue on reset.

High level alarm float shall also backup start the pumps.

7. Receive a discrete signal from FS1 on low low level in wetwell.
Low low level float shall also backup stop both pumps.
8. Receive a discrete signal on ground fault from ground fault monitor and locally indicate. Ground fault alarm shall also be issued to RTU. Signal shall discontinue once condition has cleared.
9. Upon opening of front panel door, intruder alarm switch ZS shall provide a discrete signal to RTU. System shall reset upon closing door which opens CR7.
10. VFD failure, XA-X, shall be indicated as directed by VFD-X.

Provide discrete signal to RTU from VFD-X on VFD failure. Signal shall discontinue when condition resets.

11. Provide fluorescent courtesy lamp, convenience outlet, all indicated breakers, relays, terminal strips, wiring, power supplies, wire duct, lightning arrestor, surge capacitor, fuses, control power transformer, RTU power supply, and other components to meet all function requirements. Refer to 3-line diagrams and control schematics in drawings.
12. Monitor phase of normal and emergency power supply. When any power leg is out of phase, indicate locally, interrupt controls and stop pump(s). Phase monitor shall auto reset. Power supply to control panel shall be as indicated on drawings. Phase failure indication shall also be provided to RTU.

Discontinue discrete signal to RTU on phase monitor reset.

13. Provisions shall be made for the following system monitoring functions:
 - a. Provide continuous 4-20 mA DC signal to RTU from existing level transmitter (LT) corresponding wetwell level.

- b. Provide continuous 4-20 mA DC signal to RTU from Pump No. 1 current transmitter (IIT-1) corresponding to pump amperage draw.
 - c. Provide continuous 4-20 mA DC signal to RTU from Pump No. 2 current transmitter (IIT-2) corresponding to pump amperage draw.
14. Provisions shall be made for the following future system monitoring functions:
- 1. Provide continuous 4-20 mA DC signal to RTU from future combustible gas detector (CGD) corresponding to percent LEL in wetwell.

B. Field Components:

<u>Tag Number</u>	<u>Component Identification Code</u>	<u>Component Name and Options</u>
NR-X	M7	Flasher
XA-X	M7	External Alarm Light Red Globe w/Guard
GR	M7	Generator Receptacle
LA	M7	Lightning Arrestor
SC	M7	Surge Capacitor
VFD(2)	Section 13720	Variable Frequency Drive
CCB	M7	Control Circuit Breaker 20 Amp
DRB	M7	Duplex Receptacle Breaker 20 amp
RTU	M7	RTU Breaker 20 Amp
GFDR	M7	Ground Fault Duplex Receptacle
PM	M7	Phase Monitor
AL1	M7	Indicator Light, Amber = Fail
HS(2)	M7	Selector Switch (Hand/Off/Auto)
ETM(2)	M7	Elapsed Time Meter
RL(2)	M7	Indicator Light, Green = Run
MB(2)	M7	Pump Motor Breaker (Amperage Rating indicated on drawings)
MCB/ECB	M7	Main and emergency circuit breakers w/mechanical interlock (amperage ratings indicated on drawings)

FL	M7	Fluorescent Lamp
CPT	X1	Control Power Transformer (480 volt panels only)
FS2	L8	Float Switch, Rising
FS1	L8	Float Switch, Falling
ISR1,2	M7	Intrinsically Safe Relay
FLA	M7	Flasher
HLA	M7	High Level Alarm, Globe Type
ASB	M7	Pushbutton, Black
AH	M7	Alarm Horn
AUX	M7	Auxiliary Breaker 20 amp (where noted on drawings only)
KKI(2)	M7	Pump Cycle Counter
SFM(2)		Seal Fail Module
OT-(2)	M7	Indicator Light, Red = Overtemp
SF(2)	M7	Indicator Light, Red = Seal Fail
ZS	Z1	Intrusion Switch
IT	X1	Isolation Transformer 120V:24V
GF-(2)	M7	Indicator Light, Red = Ground Fault
LT	Existing	Submersible Level Transmitter Range: Depth of Wetwell
GFM(2)	M7	Ground Fault Monitor
IIT-(2)	M7	Current Transmitter (Amps)
RTU	Section 13751	Remote Telemetry System Radio Modem and Accessories

C. RTU Strategies:

1. Variable Speed Pump(s) Operation

- a. A lead-follow pump control strategy shall be used for controlling the pump start-stop sequence.
- b. The LEAD, FOL1, initial selections shall be set via the operator interface. Except for fault conditions, the sequence shall follow the operator selected order. The sequences shall be alternated through the selected order on the lead off condition or every PUMP ALTERNATION TIME period as selected via the operator interface. An alternation time of zero prohibits all alternation.

- c. Lead pump shall start when the wetwell level rises above the LEAD START LEVEL SET POINT after time delay. The speed shall vary using PID programming in the RTU to vary the VFD output speed to maintain the WETWELL LEVEL MAINTAIN SETPOINT. Minimum and maximum speeds of the drive shall be programmed into the drive by the I&C Contractor.
 - d. FOL1 pump shall be started when the LEAD pump is at MAXIMUM SPEED SETPOINT FOR ADDING PUMP, after time delay. PID Programming in the RTU shall vary and match an equivalent output speed reference to the lead and FOL1 VFD's to maintain the WETWELL LEVEL MAINTAIN SETPOINT.
 - e. FOL1 pump shall be stopped when the LEAD and FOL1 pumps are Running at MINIMUM SPEED SETPOINT FOR DELETING PUMPS, after a time delay.
 - f. LEAD pump shall be stopped when either of the following conditions are met following a time delay:
 - i. When LEAD pump is running at MINIMUM SPEED SETPOINT FOR DELETING LEAD PUMP and the wetwell level drops below the WETWELL LEVEL MAINTAIN SETPOINT.
 - g. Lead-follow control strategy shall continue in the event any of the pumps are in a faulted mode.
 - h. When a faulted condition exists for any pumping system fault or if the pump HOA is not in AUTO, the unit shall be automatically removed from the control strategy. When fault conditions clear or the HOA is returned to AUTO, the pump shall be automatically added, bumpless. Logic shall be applied to minimize transients to the system when deleting or adding faulted pumps/drives to the control strategies.
2. System Status and Faults (Normal via SCADA)
- a. When discrete signal is received at RTU from PM following a time delay, a phase monitor alarm shall be issued to existing SCADA network via RTU.
 - b. When discrete signal is received at RTU from VFD-1 or VFD-2 of pump(s) on following a time delay, a pump(s) run shall be issued to existing SCADA network via RTU.
 - c. When discrete signal is received at RTU from high high wetwell level following a time delay, a high high wetwell level shall be issued to existing SCADA network via RTU.
 - d. When a discrete signal is received at RTU from OT (overtemp), SFR1 (seal failure), or GF (ground fault) following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.
- Upon receipt of overtemp or ground fault signal, Pump shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.
- e. When a discrete signal is received at RTU from CR52 (overtemp), SFR2 (seal failure), or CR9 (ground fault)

following a time delay, the individual alarm shall be issued to existing SCADA network via RTU.

Upon receipt of overtemp or ground fault signal, Pump shall be removed from ready status and not allowed to run. Pump shall return to ready status and allowed to run after the overtemp and ground fault discrete signal has been discontinued.

- f. When discrete signal is received at RTU from intruder switch(s) ZS following a time delay, an intruder alarm signal shall be issued to existing SCADA via RTU. Intruder alarm shall be reset by one of the following actions:

- i. Signal from intruder switch(s) is discontinued.
- ii. Acknowledgment of alarm via the existing SCADA network.

- g. RTU shall receive and monitor 4-20 mA DC signal from the following devices:

<u>Tag</u>	<u>Variable</u>
LT (existing)	Water Level in Wetwell
IIT-1	Pump No. 1 Current Draw
IIT-2	Pump No. 2 Current Draw

Continuous analog signal corresponding to the variables shall be issued to existing SCADA network via RTU.

- h. RTU shall receive and monitor 4-20 mA DC signal from the following future devices:

<u>Tag</u>	<u>Variable</u>
CGD	Percent LEL in Wetwell

Continuous analog signal corresponding to each of these variables shall be issued to existing SCADA network via RTU.

- i. When discrete signal is received from CR01 on loss of RTU panel power following a time delay, a loss of RTU power alarm shall be issued to existing SCADA network via RTU.
- j. RTU shall monitor position of each pump H-0-A switch. When switch is in auto, a switch in auto position shall be issue to existing SCADA network via RTU.
- k. RTU shall internally monitor its own diagnostic protocols. When any of these protocols are out of specification following a time delay, a RTU trouble signal shall be issued to existing SCADA network via RTU. Signal shall be discontinued when condition is corrected.
- l. Should the level of the wetwell drop below the LOW LOW LEVEL LOCKOUT SETPOINT, all sewage pump(s) RTU outputs shall be locked out of operation. Pump operation shall

resume once the level of the wetwell rises above the LEAD START LEVEL SETPOINT.

D. Internal RTU Program Adjustable Software Values.

<u>Description</u>	<u>Range, Initial Setting</u>
1. Pump start/stop time delay	0-60 sec, 10 sec
2. RTU Fault Output time delay	0-60 sec, 30 sec
3. RTU Fault Reset Time Delay	0-60 sec, 30 sec
4. Other display/parameter elements shall Be provided as required.	

E. HMI

1. Provide all programming and software modifications for the existing SCADA HMI program to implement the requirements for a complete and functional system as specified herein and shown on drawings.
2. General programming shall include but not be limited to the following:
 - a. Graphic display of all new and existing discrete and analog data.
 - b. Reporting of all new and existing discrete and analog data.
 - c. Alarm reception and acknowledgment of the new and existing alarms.
 - d. Control output of data from central computer to RTU's per P&I diagram and these specifications.
3. Specific Functions shall be as follows:
 - a. General Alarm Logging and Reset.
 - i. Log all alarm received.
 - ii. Display all received alarms, graphically.
 - iii. Provide alarm acknowledgment.
 - b. Provide display and alarm function of all alarms and faults indicated on drawing(s) and specified herein.
 - c. Provide and display status indication for pump(s). This shall include running non-resettable runtime total.
 - d. Provide and display variable (analog) status functions.
 - i. Functions shall be shown graphically and numerically.
 - ii. Daily totalizer shall be provided for flow variable. Totalizer shall reset to zero at midnight and transfer total daily value to previous day reading.
 - iii. Provide for all analogs indicated on P&ID drawings.
 - e. Trending and Record keeping
 - i. All data (analog) and events (alarm and status) shall be stored for trending and records.
 - f. Pump Position Selection and Alternation

- i. When alternation selection mode is initiated, additional on-screen commands will appear:
 - Sewage Pump 1 = Lead, Fol1
 - Sewage Pump 2 = Lead, Fol1
- ii. Pumps will remain in selected order and alternate one position as directed by RTU on alternation time setting.

g. Sewage Pump Auto/Manual/Off Control

An auto/manual/off selector shall be provided for each pump.

Manual

- i. When manual mode is selected, additional on-screen start/stop functions will appear.
- ii. Operator can use the pump start/stop command to control selected pump(s) via SCADA.
- iii. Additional on-screen pump speed setpoint (0-100%) command will appear.

Auto Mode

- I. When auto mode is selected, additional on-screen start/stop functions will appear.
- ii. Operator shall input RTU operational level setpoints for "Lead Pump Start"; "Maintain Level Setpoint", "Maximum Speed for Adding Pumps", "Minimum Speed for Deleting Pumps", "Low Low Level Lockout".

Off Mode

- i. When off mode is selected, no additional screens will appear and no commands will be issued.

h. Wetwell Level Status Monitoring

- i. Operator can enter a setpoint for level. The SCADA system will alarm output "WARNING WETWELL LEVEL APPROACHING OVERFLOW CONDITION".
- ii. When level is exceeded, alarm will be issued.
- iii. When level drops below setpoint, alarm output will be discontinued after time delay.

I. The following adjustable parameters shall be provided at SCADA HMI:

<u>Description</u>	<u>Range, Initial Setting</u>
i. Pump Alternation Time	0-168 Hrs., 24 Hrs.
ii. Lead Start Level Setpoint	0-25 Feet, 8 Ft.
iii. Wetwell level maintain setpoint	0-25 Feet, 5 Ft.
iv. Maximum Speed Setpoint for Adding Pumps	0-100%, 95%
v. Minimum Speed Setpoint for deleting pumps	0-100%, 75%
vi. Minimum Speed Setpoint for deleting lead pump	0-100%, 75%
vii. Pump start/stop time delay	0-60 sec, 10 sec
viii. PLC Fault Output time delay	0-60 sec, 30 sec
ix. PLC Fault Reset Time Delay	0-60 sec, 30 sec
x. P-1 shall be lead, Fol1, Fol2	1-2, 1

<u>Description</u>	<u>Range, Initial Setting</u>
xi. P-2 shall be lead, Fol1, Fol2	1-2, 2
xii. Low low level lockout setpoint	0-25 Ft, 3 Ft.
xiii. Warning Wetwell Level Approaching Overflow Condition	Wetwell Depth (Ft), TBD
xiv. Other display/parameter elements shall be provided as required.	

END OF SECTION

SECTION 13750

SCADA SYSTEM SOFTWARE

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Provide new SCADA software. DESIGN/BUILDER shall use his own development key. Provide all software drivers as may be required. Include drivers for all indicated equipment, including future equipment.
- B. Computer and SCADA system integration shall be provided by the DESIGN/BUILDER.
- C. Provide all software and firmware for a complete and functional system.
- D. Provide programming, labor, and all documentation for a complete system. The OWNER shall be the licensed Owner of all software and developed files.
- E. The computer system shall exchange data from the RTU system, remote field panels and the remote area panels, and indicated future systems. Provide dynamic screen displays, reports, alarm handling and alarm logging and all human machine interface to the I&C system. See also the RTU specification.
- F. Other software and programming functions shall be provided as may be required.
- G. See the drawings. Provide SCADA programming as may be required.
- H. Provide licenses per the drawings.
- I. Provide primary and secondary units as hot backup.
- J. Provide Internet Clients. See the drawings for minimum quantity required.
- K. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 13725 - Loop Functions/Programming Strategies/Protocol.
- B. Section 13752 - Computers and Accessories.

PART 2 PRODUCTS

2.01 SCADA SOFTWARE (MANUFACTURER)

- A. The specifications are written around VT SCADA as manufactured by Trihedral.
- B. Reuse or expand existing software and licenses where applicable.
- C. System shall include:
 - 1. Advanced Polling Management

2. Full Redundancy
3. Historical Data Viewer
4. Alarms
5. Rich Graphic Capabilities
6. Display Creation Tools
7. Auto-Generated SCADA Displays
8. Security
9. Report Generator
10. Water/Wastewater Reports
11. Open Architecture
12. High-Efficiency Tag Development
13. VTS Alarm Dialer and WAP Server

- D. All applicable licenses shall be in OWNER's name and provided to OWNER upon project completion.

2.02 SCADA SOFTWARE (GENERAL)

- A. All I/O associated with the systems shall be represented in the SCADA system as well as derived tags. System development shall be consistent with the Owner's existing conventions. See also Section 13725. The following generic features shall be provided. If discrepancies arise; Section 13725 shall take precedence.

B. Alarm Processing

1. Alarm conditions shall automatically be brought to the operator's attention audibly and visually on the PC. The video terminal shall have reserved section for alarm display and/or a dedicated screen for displaying alarms. The capabilities of the specified software shall be utilized, including color changes, audible and visual annunciations, alarm logging to disk with time and date stamp, alarm acknowledgment written to disk with time and date stamp, alarm report generation upon operator demand shall be provided. Audible and flashing visual annunciation shall remain until acknowledgment by the operator. Non-flashing visual alarm shall remain until alarm clears. Alarms shall be provided with automatic reset.

C. Dynamic Screen Displays

1. Color dynamic screen displays shall be provided. All I/O as well as derived values and alarms shall be utilized and displayed on one or more screens. System developer shall use good judgment in developing logically oriented screens depicting the process. Dynamic bar graphs with text shall be used to represent analog values such as levels, alarm levels shall represent graphically and with text. Diagrams shall be developed to represent piping, pumps and the like. Consistent OWNER conventions shall be used regarding normally open/close states, alarm/normal states, running/non-running states for all equipment with I/O associated with it.
2. Provide man machine interface via keyboard and/or mouse. Operator shall have the ability to control all equipment. Control shall minimally include start/stop indicated equipment in the automatic mode. Control shall be provided to all equipment.
3. Operator shall have the status of all setpoints and the ability to modify those setpoints, timers and the like.
4. Color print outs of proposed screens shall be submitted for review and approval.

5. The screens of HMI shall depict the process as indicated by the Drawings.

The following shall be provided as a minimum:
 - a. The minimum screen shall be equal to and represent the "I" sheets.
6. All I/O shall be represented in the SCADA. Refer to the drawings and other specifications.
7. Provide historical and real time trending.
- D. Detailed report generations shall be provided showing useful information for water applications. Report on demand as well as scheduled reports shall be provided. Coordinate with OWNER and provide reports per OWNER's requirements.
- E. Submit reports for approval.
- F. Provide data recording as indicated by the drawings or as noted.
- G. Provide reports of data as may be directed by the OWNER.
 1. Provide two (2) additional periodic reports as directed by the OWNER at start up.
- H. Data Logging - Provide Historian
 1. Provide data and trend logging of all analog parameters including but not limited to:
 - a. Levels
 - b. Pressures
 - c. Flows
 - d. Intrusion
- I. SCADA reports shall be available on demand. All analog values shall be logged with a time and date stamp so that detailed interrogation of the data base shall be provided.
- J. If there is a large fire flow at 8:00 pm, the OWNER shall have the ability to view the data as a historical trend or as discrete values for any period. Care shall be used to record dynamic data more often and less dynamic data less often.
 1. Pressure at 8:00 was 50 psi
 2. Flow at 8:00 was 4000 gpm
 3. This data shall be available as a historical trend and display in graphic form.
- K. Historical data retrieval and trending shall be available for all analog data. The Operator shall have the select parameter and period for display. The Operator shall have the ability to "drill down" in time resolution and display the data in greater resolution.
- L. Provide system data storage archiving protocol. Provide instruction on how data is to be archived.

2.03 HARDWARE

- A. Provide new hardware where indicated by drawings and other specifications.

2.04 DRIVERS

- A. Provide all driver systems.
- B. Provide drivers for Allen-Bradley as a minimum.

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 13751

RTU SUBSYSTEM

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Provide all engineering, labor, materials, and equipment to furnish, install, adjust, test, startup, and document a fully functional RTU Subsystem as shown on the drawings and specified herein.
- B. All equipment, software and programming furnished under this specification shall be new and unused, shall be the product of a manufacturer having a successful record of manufacturing and servicing the equipment specified herein for a minimum of five (5) years.
- C. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.
- D. All items specified herein this Section may not be specifically required for this project. DESIGN/BUILDER shall coordinate the requirements of this Section with the work required for proper completion of the project.
- E. See CONTRACT CONDITIONS and Division 1, GENERAL REQUIREMENTS, which contain information and requirements which apply to the work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01010 - Summary of Work.
- B. Section 13725 - Loop Functions/Programming Strategies/Protocol.
- C. Division 16 - Electrical.

1.03 GENERAL SCOPE REQUIREMENTS

- A. Standard RTU shall be installed and configured at each location indicated on drawings.
- B. RTU functions shall be as specified in Section 13725 - Loop Functions/Programming Strategies/Protocol.
- C. Radio Frequency shall match OWNER's existing FHSS (Frequency Hopping Spread Spectrum) application. DESIGN/BUILDER shall confirm communication's protocols during shop drawing/submittal process.
- D. Serial communications radios.
- E. System Design
 - 1. The base supplied system shall include all the elements as indicated by the design intent/concept drawings.
- F. Software
 - 1. Provide, install and configure all associated software and documentation. As a minimum, include radio, RTU, existing PLC drivers and SCADA.

2. The OWNER shall be the named license holder of all software.
3. Provide software configuration hard copy in the O&M Manuals.
4. Provide 2 electronic copies of all programs and configure files.

PART 2 PRODUCTS

2.01 GENERAL

2. RTU panel(s) shall be provided with a UL508 label and be manufactured by a UL508 panel manufacturer. Panel manufacturer shall submit proof of enrollment in U.L.'s custom builder's program.
2. RTU panels shall be manufactured and provided by the I&C Integrator.

2.02 PROGRAMMABLE LOGIC CONTROLLER (PLC)

- A. PLC shall be Micrologix 1766-L32BXBA as manufactured by Rockwell Automation, Inc.

2.03 RADIO/MODEM SYSTEM

- A. Radio shall be Transnet 900, Model EL805-MD 9XAFCSOWN as manufactured by GE.

2.04 ANTENNA AND ACCESSORIES

- A. Antenna shall be Yagi antenna with N connector Model TY-900 as manufactured by Kathrein, Inc., Scala Division, or equal.
- B. Coaxial cable shall be flexible low loss communications coax for outdoor/watertight applications, Part Number LMR-400-DB as manufactured by Times Microwave Systems, or equal.

2.05 BACKUP BATTERY

- A. 12 Volt, 7 amp hour backup battery.
- B. Battery shall be Power-Sonic, PS-1270, or equal.

2.06 RTU ENCLOSURE

- A. RTU panels shall be UL Listed, modified, NEMA 3R, Type 304 Stainless Steel enclosure with padlockable draw latches or 3-point padlockable handles conforming to the requirements of the National Electrical Manufacturer's Association.
- B. In addition to the NEMA 3R standard, the panel shall conform to the following requirements:
 1. Minimum metal thickness shall be 14-gauge.
 2. All doors shall be rubber-gasketed with continuous hinge.
 3. Provide Type 304 stainless steel drip shield.
 4. Provide aluminum dead front panel for component mounting as shown on drawings.

5. Cabinet shall be mounted as indicated on the Drawings. Provide mounting ears as required. Field drilling of cabinet is prohibited.
6. Print pocket (full, ½ or 1/4 size) and one (1) set of reduced drawings shall be provided on interior side of door. (This requirement may be deleted where indicated on drawings.)
7. Minimum overall dimensions shall be as indicated by Drawings or as required by UL subject 508A for industrial control panels.
8. Provide door stop kits for outer cabinet door and dead front door.
9. Provide ARC flash label per N.E.C.
10. Enclosure shall have exterior white powder coat

C. Cabinet enclosure shall be as manufactured by Hoffman, or equal.

2.07 MISCELLANEOUS RTU COMPONENTS

- A. 12 VDC power supply shall be Model MDR-60-12 as manufactured by Meanwell, or equal.
- B. 12 to 24 VDC converter shall be Model S-25A-24 as manufactured by Meanwell, or equal.
- C. RF surge suppressor shall be Part Number IS-B50LN-C2 as manufactured by Polyphaser Corporation, or equal.
- D. Loop surge suppressors shall be Part Number DRS-036 as manufactured by EDCO, or equal.
- E. Terminals shall be Dinnectors, DN-T10A, or equal.
- F. Fuse holders shall be Bussman, CHM1D, or equal.
- G. Fuses shall be Bussman, or equal.
- H. Door switch shall be Square D, 9007AP221, or equal.
- I. Other miscellaneous components not specified herein shall be as specified in Section 13700 - Process Instrumentation and Controls.

2.08 PANEL ELECTRICAL

A. Wiring

1. All electrical wiring shall be in accordance with the applicable requirements of Division 16 - Electrical. Wires shall be 600-volt class, PVC insulated stranded copper and shall be of the sizes required for the current to be carried, but not below 16 AWG enclosed in either sheet metal raceway or plastic wiring duct. Wiring for signal circuits shall be twisted shielded pairs not smaller than No. 18 AWG, and be separated at least 6 inches from any power wiring.
2. All panel wiring shall be labeled with T&B Shrink-Kon HVM marker system. Wire marker numbers shall agree with control panel provided terminals.

B. Terminal Blocks

1. Terminal numbers and wire numbers shall agree.

C. Wire Ducts

1. Wire duct shall be by Panduit, or equal.

D. Miscellaneous Features

A. Provide fluorescent courtesy light, convenience outlet, lightning arrestor, surge arrestor, loop power supplies (with surge protection specified herein), circuit breakers and power supply.

B. Items required shall be as indicated on the drawings.

2.09 NAMEPLATES, NAME TAGS AND SERVICE LEGENDS

A. All components provided under this section, both field and panel mounted, shall be provided with permanently mounted name tags bearing the entire ISA tag number of the components. Panel mounted tags shall be plastic; field mounted tags shall be stamped stainless steel.

B. Circuit breakers and all dead front panel items shall be clearly labeled by name, no tag number. Nameplates are defined as inscribed laminated plastic plates mounted under or near a panel face mounted instrument. Service legends are defined as inscribed laminated plastic integrally mounted on a panel face mounted instrument.

C. Service legends and nameplates shall be engraved, rigid, laminated plastic. Service legends and nameplates shall be fastened to the panel by screws or with a specially applied adhesive. Fastening shall not depend only on the adhesive backing of the nameplate. Unless otherwise noted, color shall be black with white letters and letter height shall be 3/16-inch.

D. Field mounted tags shall be 16-gauge, 304 stainless steel with 3/16-inch high characters.

E. Each panel shall be provided with a cabinet face mounted laminated nameplate as specified above. Unless otherwise noted, color shall be black with white letters ½-inch high.

2.10 SPARE PARTS

A. Furnish the manufacturer's recommended spare parts including at least the following:

1. One (1) complete replacement radio.

2. One (1) battery.

B. All parts shall be furnished in containers which are clearly marked and identified as to the contents.

C. Provide spare parts bill of materials with submittals for approval.

2.11 RADIO SYSTEM SURVEY

A. Radio survey shall be provided to confirm communications, signal strength and design requirements. Include a computer model and an actual field survey with verifiable results.

- B. Radio survey shall be completed with the radio, antenna and PLC as specified herein.
- C. Radio survey shall be completed prior to submittal of RTU shop drawings.
- D. Radio survey shall be completed by Advantage Communication, Inc., or equal.

PART 3 EXECUTION - NOT USED

PART 4 LOOP SPECIFICATIONS

4.01 LOOP SPECIFICATIONS

- A. Control loop requirements shall be as specified in Section 13725 - Loop functions/Programming Strategies/Protocols and as shown by the Drawings.

END OF SECTION

SECTION 13752

COMPUTERS AND ACCESSORIES

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Provide all hardware, SCADA software, labor and all documentation for a complete system. The OWNER shall be the licensed OWNER of all hardware and software. Work shall include but not be limited to the following:
 - 1. Computer Systems.
 - 2. Operating System.
 - 3. Input/Output subsystem as required.
 - 4. Communications equipment.
 - 5. Cables and Connectors.
 - 6. Provide and configure all drivers as a minimum:
 - a. Allen Bradley
 - b. Others as indicated or necessary for proper execution of work.
- B. The computer system shall exchange data with SCADA system, PLC network and radio network.
- C. The PC shall also have the capacity to perform general purpose data processing tasks without interfering with the prescribed use.
- D. Coordinate with the OWNER/ENGINEER prior to the time of purchase. These specifications shall establish the level of quality for bidding purposes. Provide the latest version systems.
- E. Upgrade specified or indicated hardware to run the specified software as may be required.
- F. Like items of equipment provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.
- G. See CONDITIONS OF THE CONTRACT and Division 1, GENERAL REQUIREMENTS, which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 GENERAL SCOPE REQUIREMENTS

- A. Computer system(s) and all accessories to accommodate or serve the updated needs of the RTU and SCADA system. This shall be a performance based specification and shall include the elements as indicated by the drawings or as specified in these specifications. The following minimum performance levels shall be provided, installed and made functional by the DESIGN/BUILDER.

1.03 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 13750 - SCADA System Software.

PART 2 PRODUCTS

2.01 COMPUTER GENERAL REQUIREMENTS

A. Manufacturer

1. The following specifications establish the minimum level of quality and quantities.
2. Manufacturer shall be one of the following:
 - a. Dell.
 - b. No substitutions.

B. Server Specifications (minimum requirements)

1. PowerEdge T710 Chassis with up to 8 cabled hard drives.
2. Processor: Intel® Xeon® E5645.
3. Memory: 8 GB Memory (4x2GB), 1333MHz, Dual Ranked UDIMM.
4. Operating System: Windows Server, latest edition
5. Hard Drive Configuration: RAID Controller
6. Hard Drives: 1TB 7.2K RPM
7. Primary Hard Drive: HD Multi-Select.
8. Power Cords: Power Cord, NEMA 5-15P to C13, wall plug, 10 feet.
9. Network Adaptor: On-Board Single Gigabit Network Adapter.

C. Work Station Specifications (minimum requirements)

1. Operating System: Windows® 7 Professional, latest edition.
2. Productivity Software: Microsoft® Office Professional, latest Edition with Adobe Acrobat STD, English.
3. Hardware Support Services: 3 Year Basic Limited on-site Warranty
4. Graphics: 1GB ATI
5. Keyboard: Wired Key Keyboard.
6. Mouse: Wired Mouse.
7. Documentation: Documentation, English.

2.02 UPS SYSTEM

A. Units shall be Best models or equal sized as required. Minimum size shall be 950 VA.

1. Provide UPS system.
2. For server applications, two full size units shall be provided. Each unit shall carry the full load of the system. Load shall consist of server computers, switches, media converters and all other electrical loads associated with the console. Units shall

be plug and cord connected to allow easy reconnection of loads in the event of a UPS failure.

2.03 LIGHTNING AND SURGE PROTECTION

- A. All power, data and communications interface(s) shall be provided with TVSS surge protection.
- B. Surge protection equipment shall be IT or equal. Materials shall be manufacturer's standard product as it relates to the application.

2.04 MISCELLANEOUS

- A. All cable adapters, extensions and connectors shall be provided.
- B. Provide all materials for a complete and functional system.
- C. Miscellaneous
 - 1. Provide all cables, connectors, patch chords, power supplies, etc., for a complete and functioning system.

2.05 PRINTERS

- A. Color Printer
 - 1. Hewlett-Packard Desk Jet, latest version color printer, or latest equivalent.
 - 2. Provide 2 spare black and 2 spare color cartridges.
 - 3. Printer shall be capable of printing letter size (8.5" x 11") and ledger size (11" x 17").

2.06 CABLES

- A. Provide all power cables as may be required.
- B. Provide all signal cables as may be required.
- C. Provide extra long video cables.

2.07 MONITORS

- A. Monitors shall be provided as indicated on the drawings.
- B. Provide LG or equal, the latest version.
- C. Provide all mounting brackets and installation hardware.

2.08 COMPUTER FURNISHINGS

- A. All desks, stands, and chairs for computer work stations shall be provided by OWNER.

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 16050

BASIC MATERIALS AND METHODS

PART 1 GENERAL

1.01 WORK INCLUDED

- A. This Section covers electrical materials.
- B. Like items provided hereunder shall be the end products of one manufacturer in order to achieve standardization for appearance, operation and maintenance.
- C. All items specified herein this Section may not be specifically required for this project. DESIGN/BUILDER shall coordinate the requirements of this Section with the work required for proper completion of the project.
- D. See CONTRACT CONDITIONS which contain information and requirements that apply to the Work specified herein and are mandatory for this project.

1.02 RELATED WORK SPECIFIED ELSEWHERE

- A. Section 01010 - Summary of Work.

1.03 REFERENCE SPECIFICATIONS, CODES AND STANDARDS

- A. All work shall be in accordance with the latest edition of the National Electrical Code and all applicable national, local and state codes.
- B. All materials and installations shall comply with the applicable standards of the National Electrical Manufacturers Association (NEMA) and Underwriters' Laboratories (UL).
- C. It shall be the responsibility of the DESIGN/BUILDER to install all work in conformance with all applicable codes to requirements of all authorities having jurisdiction and to the regulations of related utility companies.

PART 2 PRODUCTS

2.01 MATERIALS

- A. The materials used in all systems shall be new, unused and as hereinafter specified. All materials where not specified shall be of the very best of their respective kinds. Samples of materials or manufacturer's specifications shall be submitted for review as required by the ENGINEER.
- B. Materials and equipment used shall be labeled and listed by UL or FM wherever standards have been established and label service is regularly furnished. All products shall conform with the applicable standards of NEMA and ANSI.

2.02 CONDUIT

- A. Galvanized Rigid Conduit (ANSI C80.1)
 - 1. Rigid galvanized steel conduit "RGS" shall be U.L. approved, Schedule 40, mild steel pipe, zinc-coated on the inside and

outside. Fittings shall be zinc-coated, U.L. approved. Comply with ANSI Spec C80.1 and Federal Spec WW-C-581.

B. PVC Conduit

1. PVC conduit shall be Schedule 80 and shall be U.L. approved. Comply with Federal Spec WC-1094 and NEMA TC-1.

C. PVC Coated RGS

1. PVC coated rigid galvanized steel conduit system shall be coated interior (minimum 2 mils) and exterior (minimum 40 mils) provided by Permacoat, Robroy, or equal.

D. Flexible Conduit

1. All flexible conduits shall be liquidtight, made of corrosion resistant plated steel with extruded polyvinyl covering and watertight connectors.

2.03 CONDUIT ENDS

A. Conduit ends.

1. Per requirements of application.

B. Conduit End (Strain Relief)

1. Shall be nonmetallic, liquidtight, strain relief connectors - straight, as manufactured by Thomas & Betts (T&B), or equal.

2.04 CABLE, WIRE AND CONNECTORS

A. 600 Volt Power Wiring

1. Cable shall be rated for 600 volts and shall meet the requirements below:
 - a. Conductors shall be stranded.
 - b. All wire shall be brought to the job in unbroken packages and shall bear the date of manufacturing; not older than 12 months.
 - c. Type of wire shall be THWN except where required otherwise by the contract drawings.
 - d. No wire smaller than No. 12 gauge shall be used unless specifically indicated.
 - e. Conductor metal shall be copper.
 - f. All conductors shall be meggered after installation and insulation must be in compliance with the National Electrical Code.

B. Instrumentation and Control Cable

1. Process instrumentation wire shall be 16 gauge twisted pair, 600 V., cross-linked polyethylene insulated, aluminum tape shielded, polyvinyl chloride jacketed, type "XLP" as manufactured by the American Insulated Wire Co., Eaton Corp. "Polyset" or equal.

Multiconductor cables with individually shielded twisted pairs shall be installed where indicated.

2. Multiconductor control cable shall be stranded 14 gauge, 600V., cross-linked polyethylene insulated with PVC jacket, type "XLP" as manufactured by the American Insulated Wire Co., Eaton Corp. "Polyset" or equal.

2.05 BOXES (EXTERIOR)

- A. Boxes for wiring devices (switches and receptacles) installed outdoors shall be weatherproof stainless steel with polycarbonate cover plates. Junction boxes shall be stainless steel with gasketed covers. All boxes shall be securely mounted plumb and level in readily accessible locations. Indoor boxes shall have stainless steel cover plates.

2.06 TERMINATIONS AND SPLICES (600 VOLTS AND LESS)

- A. Terminations of power cable shall be by means of U.L. approved connectors. All connectors shall meet U.L. 486B and shall be compatible with the conductor material.
- B. Terminate all control and instrumentation cable with fork type compression lugs.
- C. Splicing of power, control, or instrumentation wiring will not be allowed except by written approval of the ENGINEER. Where splicing is allowed, splices shall be made with approved compression connectors, and splices shall be made waterproof at outdoor locations.

2.07 AUXILIARY GUTTERS

- A. Gutters shall be provided per NEC article 374.
- B. Interior Gutters
 1. Minimum metal gauge shall be 12. Gutters shall be NEMA 4X, Type 316 SST.
- C. Exterior Gutters
 1. Minimum metal gauge shall be 12. Exterior gutters shall be NEMA 4X, Type 316 SST.

2.08 MOUNTING AND SUPPORTING ELECTRICAL EQUIPMENT

- A. Furnish and install all supports, hangers, and inserts required to mount fixtures, conduits, cables, pullboxes, and other equipment furnished under this section or furnished for installation under this section.
- B. Perforated straps and wire are not permitted for supporting electrical devices. Anchors shall be of approved types.
- C. Framing channels for mounting disconnect switch, field panels, electrical equipment and the like, shall be minimum 1-5/8-inch width type 316 stainless steel channels as manufactured by Unistrut, or equal.
- D. Pipe clamps, nuts, bolts, washers and other miscellaneous installation hardware shall be type 316 stainless steel.

E. Other components shall be as shown on drawings.

2.09 GROUNDING

- A. Ground rods shall be 10 feet x 5/8" copper clad rods unless otherwise indicated.
- B. DESIGN/BUILDER shall provide equipment grounding conductor, minimally sized per the N.E.C. unless otherwise indicated.
- C. Grounding shall be provided per Article 250 of the N.E.C.
- D. Provide exothermic welded connection to the building steel and to ground rods.

2.10 WIRE, CONDUIT AND TERMINAL LABELING

- A. All wires, conduits, and terminals shall be labeled as follows:
 - 1. Wires per terminal numbers Brady LS Perma Sleeve Shrink Tube Wire Marker, or equal.
 - 2. Conduits and/or multi conductor cables, Brady Polypropylene B-412 tags, or equal.
 - 3. Terminal labels shall be terminal manufacturers standard.

PART 3 EXECUTION

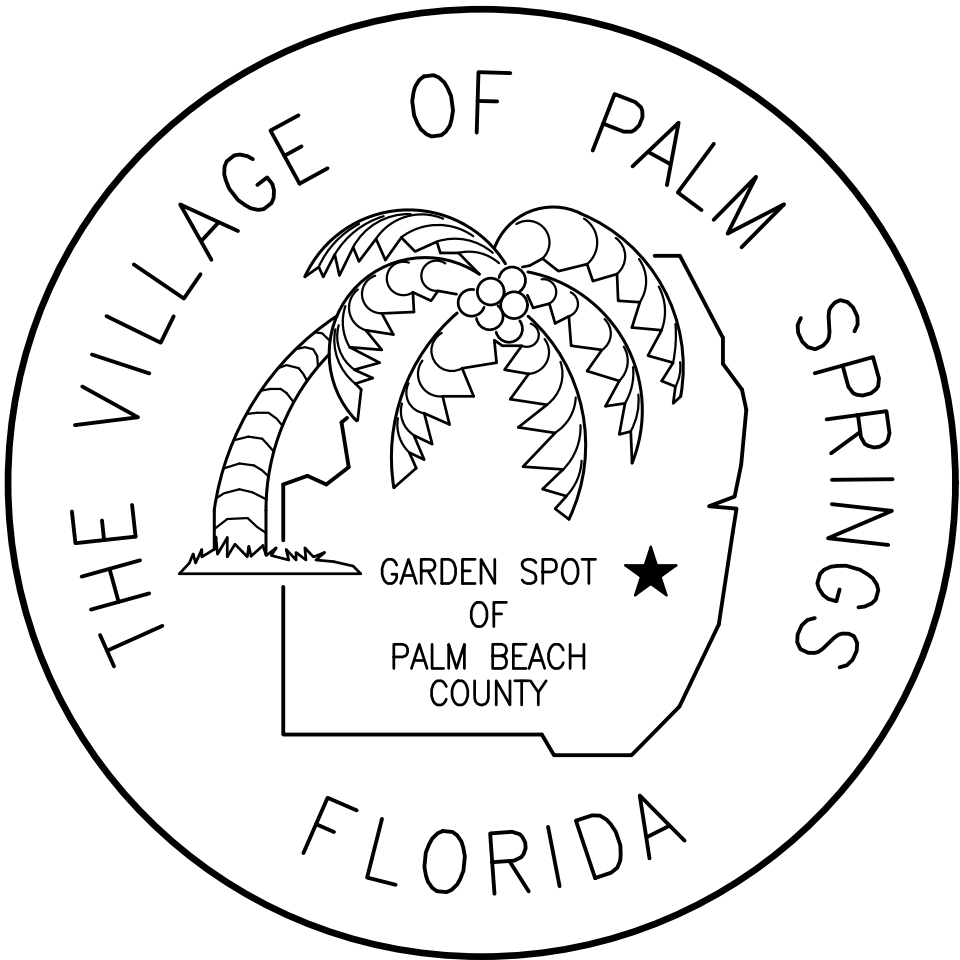
NOT USED

END OF SECTION

DESIGN INTENT/CONCEPT DRAWINGS
FOR

SCADA SYSTEM IMPROVEMENTS

FOR THE
**VILLAGE OF PALM
SPRINGS, FLORIDA**



VILLAGE	OFFICIALS
BEV SMITH	MAYOR
PATTI WALLER	VICE MAYOR
LIZ SHIELDS	MAYOR PRO TEM
DAWN MARIE COX	COUNCIL MEMBER
JONI BRINKMAN	COUNCIL MEMBER
RICHARD J. READE	VILLAGE MANAGER
DAVID HARDEN	PUBLIC SERVICES DIRECTOR



RFP NO. 2017R-004

THESE DOCUMENTS
PREPARED BY

DOUGLAS K. HAMMANN, P.E. 50589
GENERAL, PROCESS, ELECTRICAL

ECKLER ENGINEERING, INC.

PROJECT NO.: 400-068.01
DATE: JULY 5, 2017

FOR INFORMATION REGARDING THIS PROJECT CONTACT :
ECKLER ENGINEERING INC. - CA NO. 7803
4700 RIVERSIDE DRIVE, SUITE 110
CORAL SPRINGS, FL. 33067
(954) 510-4700

ABBREVIATIONS

-

- | SYMBOLS | | ABBREVIATIONS | | ABBREVIATIONS | | ABBREVIATIONS | |
|---------|--|---------------|----------------------------|---------------|------------------------|---------------|-----------------|
| | R/W LINE | ADD | ADDITIONAL | EXPAN | EXPANSION | PR | PAIR |
| | PROPERTY LINE | AFF | ABOVE FINISHED FLOOR | EXTEN | EXTENSION | R OR RAD | RADIUS |
| | CENTERLINE | AFG | ABOVE FINISHED GRADE | EW | EACH WAY | RC | RO CONCENTRATE |
| | NEW FENCE LINE | ALTN | ALTERNATE | EXIST | EXISTING | RED | REDUCER |
| | EXISTING FENCE LINE | ALUM | ALUMINUM | FBC | FLORIDA BUILDING CODE | REINF | REINFORCING |
| | EASEMENT LINE | APPROX | APPROXIMATELY | FF | FINISH FLOOR | REQD | REQUIRED |
| | SECTION LINE | ASPH | ASPHALT | FH | FIRE HYDRANT | REST | RESTRAINED |
| | CENTERLINE & PROJECT BASELINE
W/ STATIONING | ASSY | ASSEMBLY | FIN | FINISH | RW | RAW WATER |
| | ADDRESS NUMBER W/ LOT
& BLOCK NUMBERS | AUX | AUXILIARY | FLG | FLANGE | R/W | RIGHT OF WAY |
| | BORING LOCATION & DESIGNATION | BDL | BELOW DETECTABLE LIMIT | FM | FORCE MAIN | SAN | SANITARY |
| | EXISTING SPOT ELEVATION | BFP | BACKFLOW PREVENTER | FTG | FOOTING | SCH | SCHEDULE |
| | NEW SPOT ELEVATION | BOT | BOTTOM | GALV | GALVANIZED | SF | SQUARE FEET |
| | EXISTING CONTOUR LINE | BV | BUTTERFLY VALVE | GSP | GALVANIZED STEEL PIPE | SNGL | SINGLE |
| | NEW CONTOUR LINE | CBS | CONCRETE BLOCK STRUCTURE | GV | GATE VALVE | SQ | SQUARE |
| | EXIST PAVEMENT
TO BE REMOVED/REPLACED | CCW | COUNTER CLOCKWISE | GR | GRADE | SS | STORM SEWER |
| | ASPHALT OVERLAY | CI | CAST IRON | HK | HOOK | SST | STAINLESS STEEL |
| | NEW PAVEMENT (CONC.) | CJT | CONTRACTION JOINT | HORIZ | HORIZONTAL | STA | STATION |
| | NEW PAVEMENT (ASPHALT) | CLR | CLEAR | HWL | HIGH WATER LEVEL | STD | STANDARD |
| | EXIST STRUCTURE OR EQUIPMENT
TO BE REMOVED | CONC | CONCRETE | ID | INSIDE DIAMETER | STL | STEEL |
| | EXIST BURIED ELEC CONDUIT W/
JUNCTION BOX | CONT | CONTINUOUS OR CONTINUATION | INF | INFLUENT | STY | STORY |
| | EXIST STORM SEWER, CATCH BASIN
AND MANHOLE | COR | CORNER | INV EL | INVERT ELEVATION | SUPPT | SUPPORT |
| | NEW MANHOLE W/ DESIGNATION | CPLG | COUPLING | JT | JOINT | SV | SOLENOID VALVE |
| | BENCH MARK & DATA | CTRD | CENTERED | LBS | POUNDS | T/ | TOP OF |
| | | CV | CHECK VALVE | LG | LONG | T&B | TOP AND BOTTOM |
| | | CW | CLOCKWISE | LWL | LOW WATER LEVEL | TEMP | TEMPERATURE |
| | | CY | CUBIC YARDS | MAX | MAXIMUM | THK | THICK |
| | | DBL | DOUBLE | MECH | MECHANICAL | TOB | TOP OF BANK |
| | | D OR DIA | DIAMETER | MH | MANHOLE | TRD(S) | TREAD(S) |
| | | DIAG | DIAGONAL | MIN | MINIMUM | TU | TREATMENT UNIT |
| | | DIP | DUCTILE IRON PIPE | MJ | MECHANICAL JOINT | TYP | TYPICAL |
| | | DWG(S) | DRAWING(S) | MW | MONITORING WELL | VERT | VERTICAL |
| | | EA | EACH | NTS | NOT TO SCALE | W | WIDTH |
| | | EF | EACH FACE | OC | ON CENTER | W/ | WITH |
| | | EL | ELEVATION | OD | OUTSIDE DIAMETER | WM | WATER MAIN |
| | | EOW | EDGE OF WATER | OPNG(S) | OPENING(S) | | |
| | | ELEC | ELECTRICAL | OPP | OPPOSITE | | |
| | | EQ SP | EQUALLY SPACED | PE | PLAIN END | | |
| | | EQUIP | EQUIPMENT | PJF | PREMOLDED JOINT FILLER | | |
| | | EQUIP MFRS | EQUIPMENT MANUFACTURER(S) | PL | PLATE | | |
| | | | | PLCS | PLACES | | |

Diagram illustrating line work conventions for existing, new, and future work:

- EXISTING WORK:** Shown by a continuous light line.
- NEW WORK:** Shown by a continuous heavy line.
- FUTURE WORK:** Shown by a dashed line.

THIS CONVENTION APPLIES TO ALL WORK DISCIPLINES.
(CIVIL, ARCHITECTURAL MECHANICAL, INSTRUMENTATION
& CONTROL AND ELECTRICAL)

FOR DESIGN

FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION

 ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D,K,HAMMANN	VERIFY SCALE																DWG NO. <u>G-2</u>
	DR: R,PAEZ																	PROJ. NO. <u>400-068.01</u>
	CHK: D,K,HAMMANN	BAR IS ONE INCH ON ORIGINAL DRAWING.																DATE <u>JULY 5, 2017</u>
	APVD: D,A,ECKLER	ADJUST SCALES AS NECESSARY.	No.	DATE	REVISIONS	BY	APVD	CONSULTANT	DOUGLAS K. HAMMANN, P.E. FL #50589	VILLAGE OF PALM SPRINGS SCADA SYSTEM IMPROVEMENTS	GENERAL NOTES AND ABBREVIATIONS							

1

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INSTRUMENT NUMBERING LEGENDS

MAIN WATER TREATMENT PLANT

FIRST DIGIT (X) UNIT PROCESS NUMBER	SECOND DIGIT (Y) LOOP NUMBER	THIRD DIGIT (Z)
V1 – MARILYN DRIVE VACUUM PS	1 – UNIT 1	ADDITIONAL SEQUENTIAL NUMBERING FOR CONVENIENCE (AS APPLICABLE)
V2 – YMCA VACUUM PS	2 – UNIT 2	
	3 – UNIT 3	
	4 – UNIT 4	
V3 – KIRK ROAD/10TH AVENUE NORTH VACUUM PS		
09 – CRESTHAVEN I PS		
49 – 2400 KIRK ROAD PS		
42 – BEECH AND ARDELL PS		
52 – LAKEWOOD PS		
28 – ST. LUKE’S PS		
34 – WASHINGTON MUTUAL PS		
38 – WATERVIEW FRONT PS		
37 – WATERVIEW BACK PS		
17 – TARGET PS		
56 – PALM SPRINGS APARTMENTS PS		
22 – SHADETREE PS		
41 – LAKESIDE PS		
03 – AUTOCARE PS		
48 – REO LANE PS		
33 – WATERSIDE PS		
10 – LITTLE CRESTHAVEN PS		
16 – IDA WAY PS		
29 – LAKE ARBOR PS		
35 – McDONALD’S PS		
TBD – PRESTON SQUARE PS		

AE

X-Y

XX

FUNCTIONAL IDENTIFICATION
PER ISA STANDARD 55.1

XX – ANALYZER
C.R. – CHLORINE RESIDUAL
COND – CONDUCTIVITY
D.O. – DISSOLVED OXYGEN
TURB. – TURBIDITY
pH – pH
TSS – TOTAL SUSPENDED SOLIDS

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REVISIONS

BY

APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.

FL #50589

VILLAGE OF PALM SPRINGS

SCADA SYSTEM IMPROVEMENTS

PROCESS AND INSTRUMENTATION
LEGENDS (SHEET 1)

DWG NO.

G-3

PROJ. NO.

400-068.01

DATE

JULY 5, 2017

MEANINGS OF IDENTIFICATION LETTERS

FIRST LETTER		SUCCEEDING LETTERS		
MEASURED OR INITIATING VARIABLE	MODIFIER	READOUT OR PASSIVE FUNCTION	OUTPUT FUNCTION	MODIFIER
A ANALYSIS		ALARM		
B BURNER, COMBUSTION		USER’S CHOICE	USER’S CHOICE	USER’S CHOICE
C CONDUCTIVITY	CHECK		CONTROL	(CLOSED)
D DENSITY (MASS) OR SPECIFIC GRAVITY	DIFFERENTIAL			
E VOLTAGE (EMF)		SENSOR (PRIMARY ELEMENT)		
F FLOW RATE	RATIO (FRACTION)			
G GAUGING (DIMENSIONAL)		GLASS, VIEWING DEVICE		
H HAND (MANUAL)				HIGH
I CURRENT (ELECTRICAL)		INDICATE		
J POWER	SCAN			
K TIME OR TIME SCHEDULE	TIME RATE OF CHANGE		CONTROL STATION	
L LEVEL		LIGHT		LOW
M MOISTURE	MOMENTARY			MIDDLE OR INTERMEDIATE
N USER’S CHOICE	(NORMALLY)	USER’S CHOICE	USER’S CHOICE	USER’S CHOICE
O USER’S CHOICE		ORIFICE (RESTORATION)		OPEN
P PRESSURE OR VACUUM		POINT (TEST CONN.)		
Q QUANTITY OR EVENT	INTEGRATE OR TOTALIZE			
R RADIATION		RECORD		
S SPEED OR FREQUENCY	SAFETY		SWITCH	
T TEMPERATURE			TRANSMIT	
U MULTIVARIABLE		MULTIFUNCTION	MULTIFUNCTION	MULTIFUNCTION
V VIBRATION, MECHANICAL ANALYSIS			VALVE, DAMPER OR LOUVER	
W WEIGHT OR FORCE		WELL		
X UNCLASSIFIED	X AXIS	UNCLASSIFIED	UNCLASSIFIED	UNCLASSIFIED
Y EVENT, STATE OR PRESENCE	Y AXIS		RELAY OR COMPUTE	
Z POSITION, DIMENSION	Z AXIS		DRIVE, ACTUATE OR UNCLASSIFIED FINAL CONTROL ELEMENT	

LINE NUMBERING SYSTEM

PIPING CLASS

SYMBOL	ANSI RATING	BASE MATERIAL	SYMBOL	ANSI RATING	BASE MATERIAL
A1	SCH 40 (THRD)	CARBON STL	S2	SCH 10(FLG)	304 SST
A2	SCH 40 (FLG)	CARBON STL	S3	SCH 10(THRD)	304 SST
C1	SCH 80	PVC	S4	SCH 10(THRD)	316 SST
D1	CLASS 350	DUCTILE IRON (3" – 12")			
D2	CLASS 250	DUCTILE IRON (14" – 36")			
D3	CLASS 53	DUCTILE IRON (ALL DIAMETERS FLANGED)			
P1		POLYETHYLENE			
F1		COPPER			
S1	SCH 10(FLG)	304 SST			

EXAMPLE:

SERVICE (SEE FLOW STREAM ID LEGEND)

NOMINAL PIPE SIZE

PIPING CLASS (SEE PIPING TABLE)

LINE NUMBER

INSULATION, NOTES, WHERE INCLUDED

RW

12"

A2

100

I

INSTRUMENT IDENTIFICATION

HHA

PANEL #1

PANEL I.D.

ALARMS OR
ACTIONS

FIELD MOUNTED

PRIMARY LOCATION ACCESSIBLE TO
OPERATOR OR FIELD PANEL MOUNTED

PRIMARY LOCATION
INACCESSIBLE OR BEHIND PANEL

AUXILIARY LOCATION
MAIN CONTROL ROOM

AUXILIARY LOCATION
INACCESSIBLE OR BEHIND PANEL

UNDEFINED
INTERLOCK
LOGIC

DISCRETE INSTRUMENT					
SHARED DISPLAY, SHARED CONTROL					
COMPUTER FUNCTION					
PROGRAMMABLE LOGIC CONTROL					

ABBREVIATIONS

ACP	AREA CONTROL PANEL	ECC	ECCENTRIC	HOA	HAND/OFF/AUTO	MAX	MAX
AI	ANALOG INPUT	EL	ELEVATION	IA	INSTRUMENT AIR	MCC	MOTOR CONTROL CENTER
AO	ANALOG OUTPUT	EXIST	EXISTING	VFD	VARIABLE FREQUENCY DRIVE	MIN	MINUTE OR IF ORIFICE
BOP	BOTTOM OF PIPE	FC	FAIL CLOSED	LC	LOCKED CLOSED	MW	MANWAY
BOS	BOTTOM OF STEEL	FI	FAIL INDETERMINATE	LO	LOCKED OPEN	NC	NORMALLY CLOSED
CI	CAST IRON	FL	FAIL LOCKED	LLL	LOW PRESSURE	NLL	NORMAL LIQUID LEVEL
CONC	CONCENTRIC	FLG	FLANGE		CONDENSATE	NO	NORMALLY OPEN
CS	CARBON STEEL	FO	FAIL OPEN	LP	LOW PRESSURE	OO	ON/OFF
CW	CHAIN WHEEL	FP	FIELD PANEL	LT	LOW TEMPERATURE	OOR	ON/OFF/REMOTE
DI	DISCRETE INPUT	HP	HIGH PRESSURE	MA	MANUAL/AUTO	PLC	PROGRAMMABLE LOGIC
							CONTROLLER GPM GALLONS PER
							MINUTE OR IF ORIFICE
							PDP PRIMARY DISTRIBUTION
							PANEL
							PE PRESSURE END
							PROP PROPOSED
							RED REDUCER
							RWPF RECLAIMED WATER
							PRODUCTION FACILITY
							SC SAMPLE
							SCH
							SD SHUTDOWN
							SP SAMPLE POINT
							SS STAINLESS STEEL
							STD STANDARD
							SV SOLENOID VALVE
							TOP TOP OF PIPE
							TOS TOP OF STEEL
							TYP TYPICAL

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APVD

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FL #50589

VILLAGE OF PALM SPRINGS

SCADA SYSTEM IMPROVEMENTS

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PROCESS & INSTRUMENTATION LEGEND

VALVE SYMBOLS					
	GATE VALVE		RELIEF VALVE		ELECTRICAL MOTOR OPERATED VALVE
	GLOBE VALVE		VALVE W/ HAND OPERATOR		DIAPHRAGM OPERATED VALVE
	BALL VALVE		SOLENOID VALVE		3-WAY SOLENOID VALVE
	BUTTERFLY VALVE		ROTOMETER		QUICK COUPLING HOSE CONNECTION
	CHECK VALVE		PRESSURE REDUCING VALVE (SELF CONTAINED)		THREADED HOSE CONNECTION
	DIAPHRAGM VALVE		PISTON OPERATED VALVE		BULKHEAD FITTING
	NEEDLE VALVE		PINCH VALVE		

GENERAL SYMBOLS					
	UNION		FILTER / REGULATOR		ANALYTICAL POINT
	DRAIN		DOUBLE DIAPHRAGM PUMP (AIR OPERATED)		ADJUSTABLE SPEED CONTROL (ELECTRIC)
	"Y" STRAINER		ORIFICE FLANGE W/ PLATE		VARIABLE SPEED CONTROL (MECHANICAL)
	"T" STRAINER		COMPRESSOR		VARIABLE FREQUENCY DRIVE
	FLEXIBLE HOSE		MIXER		REDUCER / MOTOR DRIVE UNIT
	FLANGE		MAGMETER		SEPERATOR
	REDUCER		DIAPHRAGM SEAL		FLOAT SWITCH
	SLOPE LINE		CENTRIFUGAL PUMP FOOT MOUNTED		CENTRIFUGAL PUMP RECEIVER MOUNTED
	EMERGENCY EYEWASH/ SHOWER HEAD		EMERGENCY EYEWASH/ SHOWER SIGNAL LIGHT		

	- STATUS LIGHT, PANEL MOUNTED		- AUDIBLE HORN
	- PANEL MOUNTED DEVICE		- SUB PANEL MOUNTED DEVICE
	- FIELD MOUNTED DEVICE		- COMPUTER FUNCTION
	- PLC FUNCTION		- SHARED DISPLAY / CONTROL (OF COMPUTER OR PLC FUNCTION)
	- NEW PANEL MOUNTED INTERLOCK (HARDWIRED)		- WIRING CONTINUATION
	- UNIT BOUNDARY		- HOSE CONNECTION
	- TERMINAL STRIP		

	- FLUSHING CONNECTION		- SAMPLE POINT
	- BACKFLOW PREVENTER		DIDITAL SYSTEM I/O INTERFACE, DIRECTION OF TRIANGLE DENOTES WHETHER INPUT OR OUTPUT
	- ROTAMETER		- FLOW ELEMENT (VENTURI)
	- FLOW ELEMENT (ORIFICE PLATE)		- DIFFUSER
	- LEVEL (FLOAT)		- FLOW METER (MAGNETIC)
	- PLC INPUT/OUTPUT TERMINAL		- DIAPHRAGM
	-FLOW ELEMENT (PROPELLER)		

	- EXISTING PRIMARY PROCESS LINE		- PRIMARY PROCESS LINE
	- EXISTING SECONDARY PROCESS LINE		- SECONDARY PROCESS LINE
	- EXISTING TERTIARY PROCESS LINE		- TERTIARY PROCESS LINE
	- ELECTRICAL SIGNAL (PROPOSED)		- ELECTRICAL SIGNAL (EXISTING)
	- ANALOG SIGNAL (PROPOSED)		- ANALOG SIGNAL (EXISTING)
	- VENDOR SUPPLIED CABLE (EXISTING)		- VENDOR SUPPLIED CABLE (PROPOSED)
	- CAPILLARY TUBING		- COPPER TUBING
	- 120V POWER SUPPLY		- 480V POWER SUPPLY
	- ETHERNET CABLE		- FLOOR DRAIN OR PROPOSED DRAIN
	- PROCESS FLUME		- INSTRUMENT AIR COMPRESSOR
	- STATIC MIXER		- DUPLEX GFR
	- PRESSURE SENSOR (FLANGE)		LINE CONTINUATION IN OR OUT OF DRAWING

ECKLER ENGINEERING, INC.
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VERIFY SCALE

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

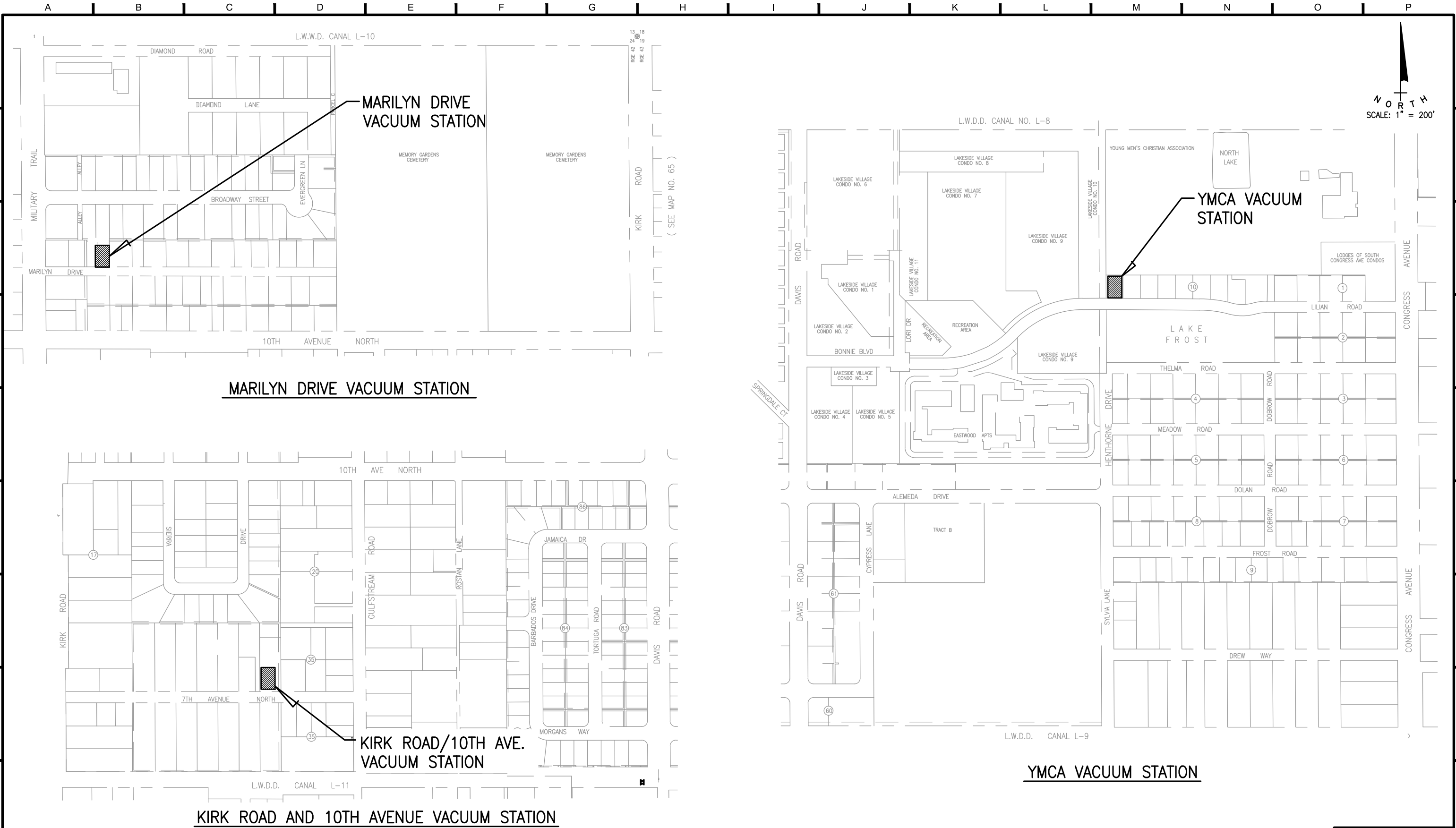
DOUGLAS K. HAMMANN, P.E.	FL #50589
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VILLAGE OF PALM SPRINGS

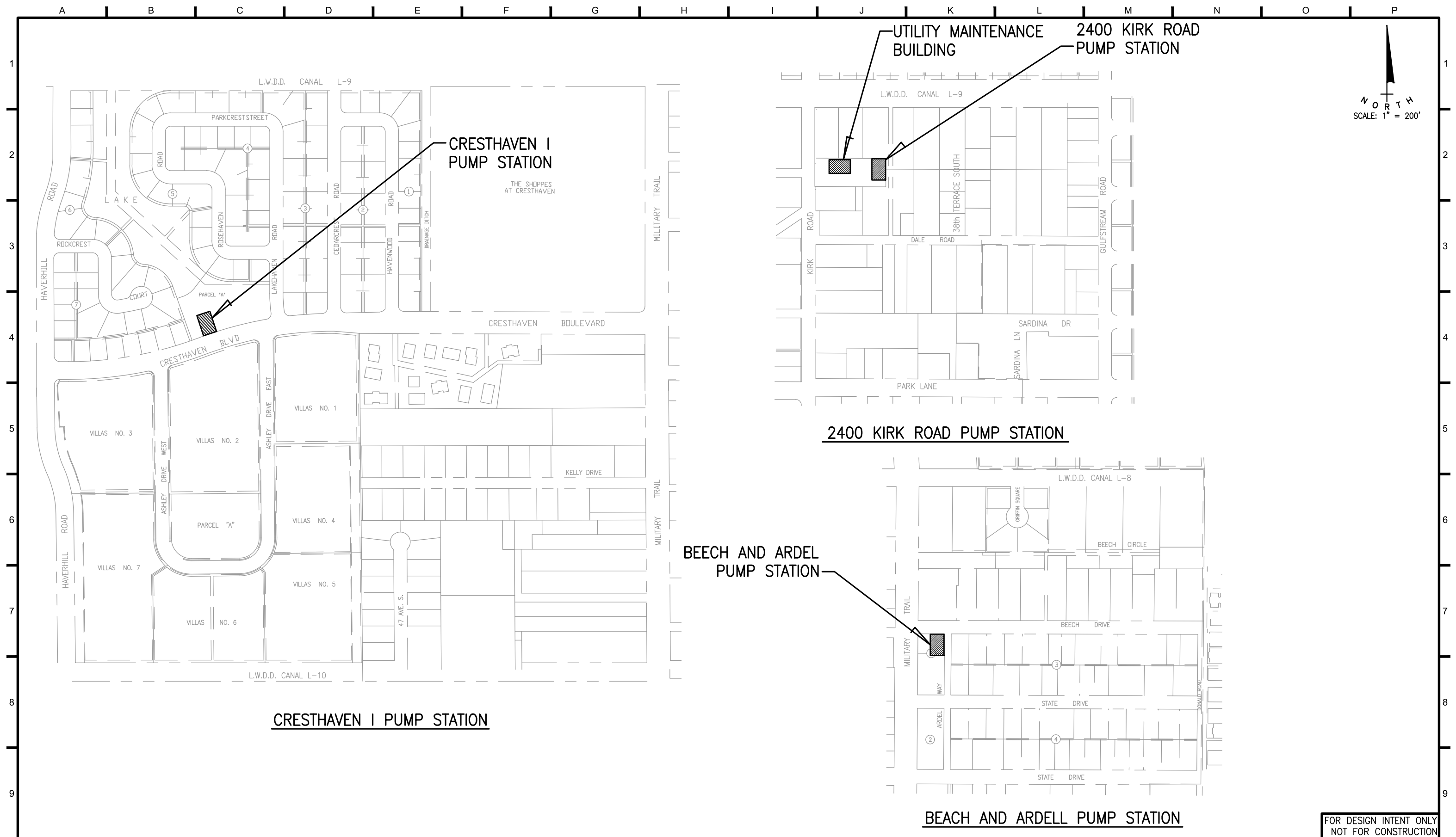
SCADA SYSTEM IMPROVEMENTS

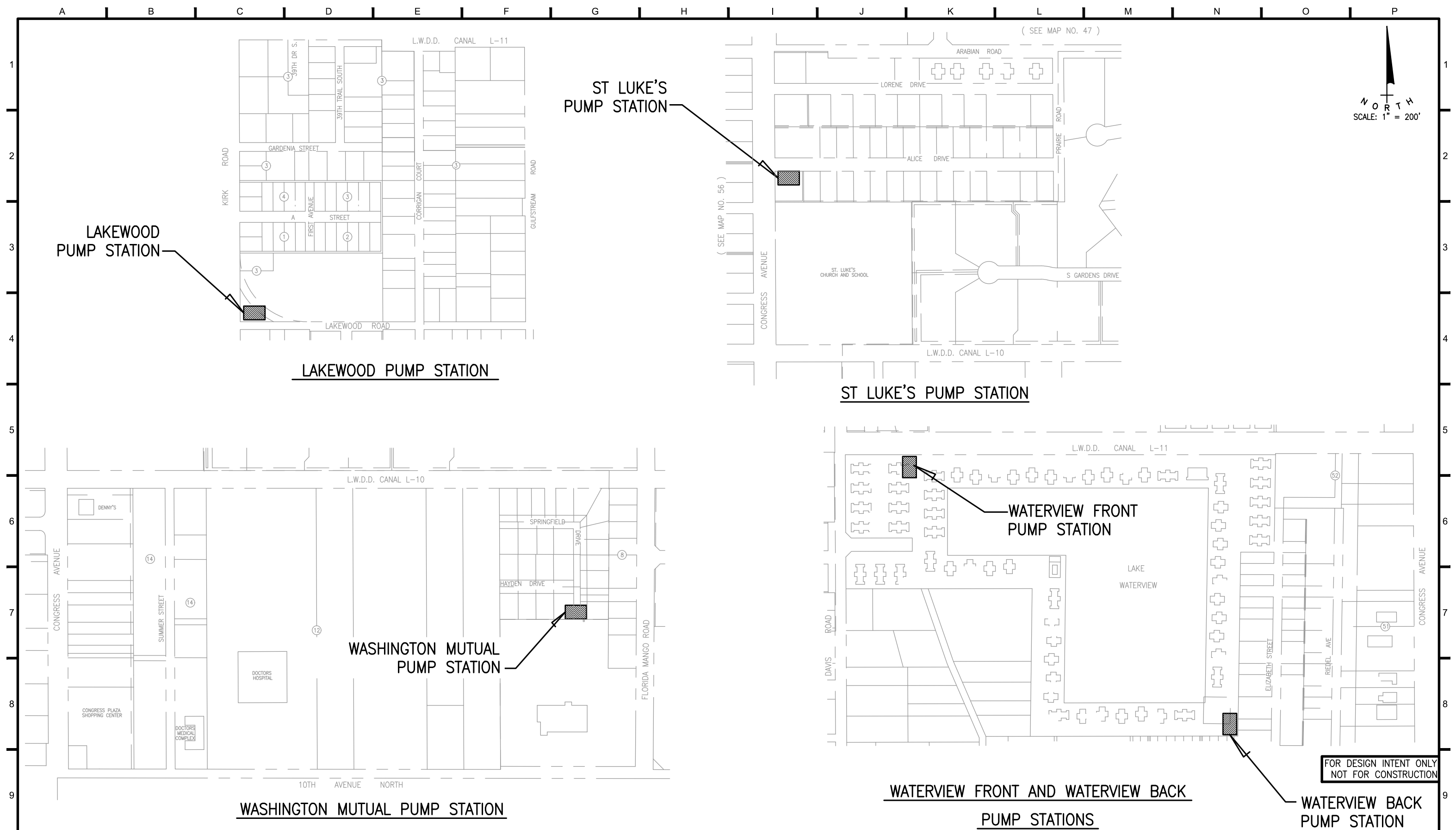
PROCESS AND INSTRUMENTATION LEGENDS (SHEET 2)

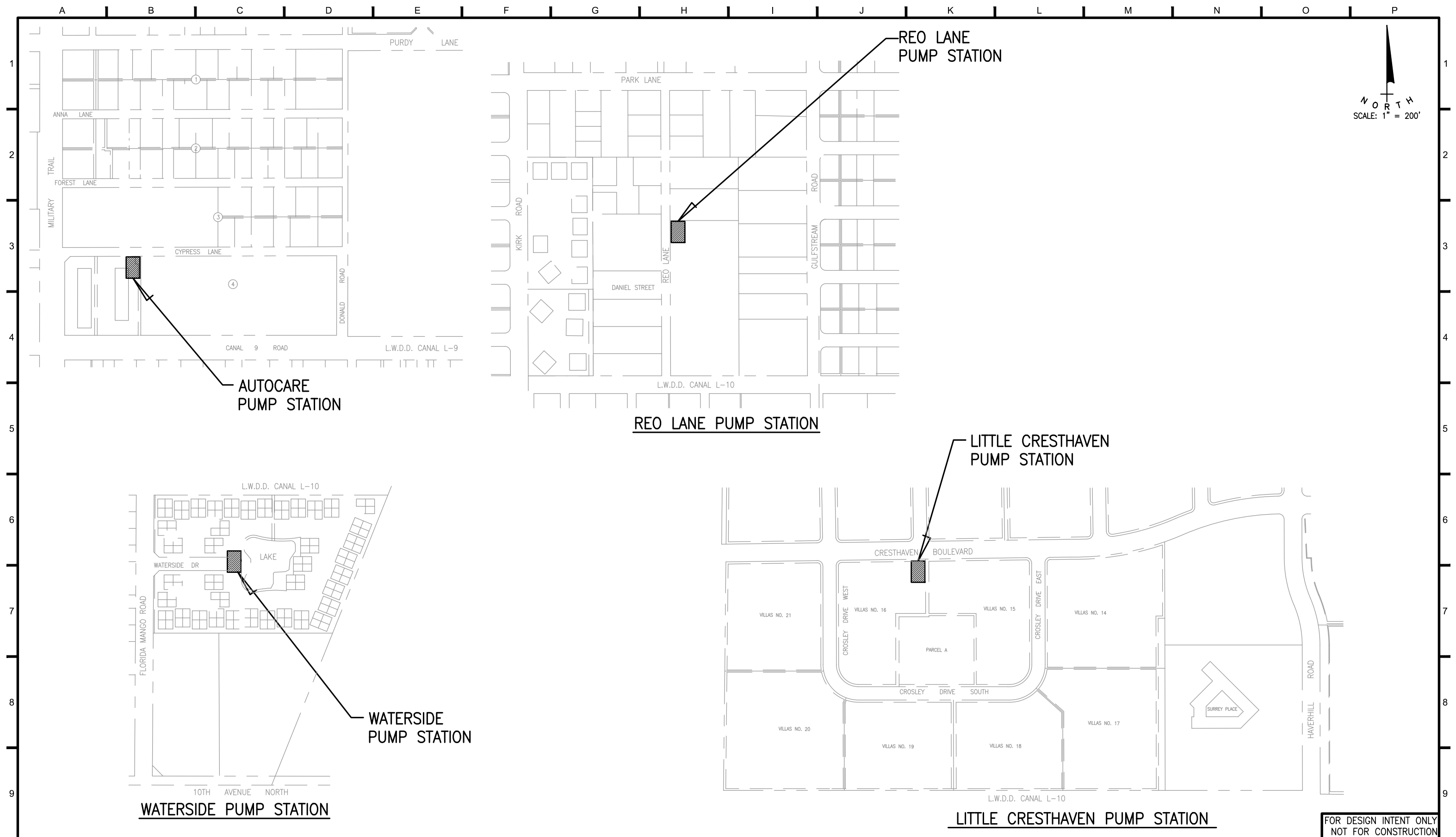
DWG NO.	G-4
PROJ. NO.	400-068.01
DATE	JULY 5, 2017



FOR DESIGN INTENT ONLY NOT FOR CONSTRUCTION									
ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803		DSGN: D.K.HAMMANN		VERIFY SCALE					
		DR: R.PAEZ		1"					
		CHK: D.K.HAMMANN		BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.					
		APVD: D.A.ECKLER		No.	DATE	REVISIONS	BY	APVD	
CONSULTANT		DOUGLAS K. HAMMANN, P.E. FL #50589		VILLAGE OF PALM SPRINGS		SCADA SYSTEM IMPROVEMENTS		PROJECT LOCATION MAP (SHEET 1)	
								DWG NO. G-5	
								PROJ. NO. 400-068.01	
								DATE JULY 5, 2017	

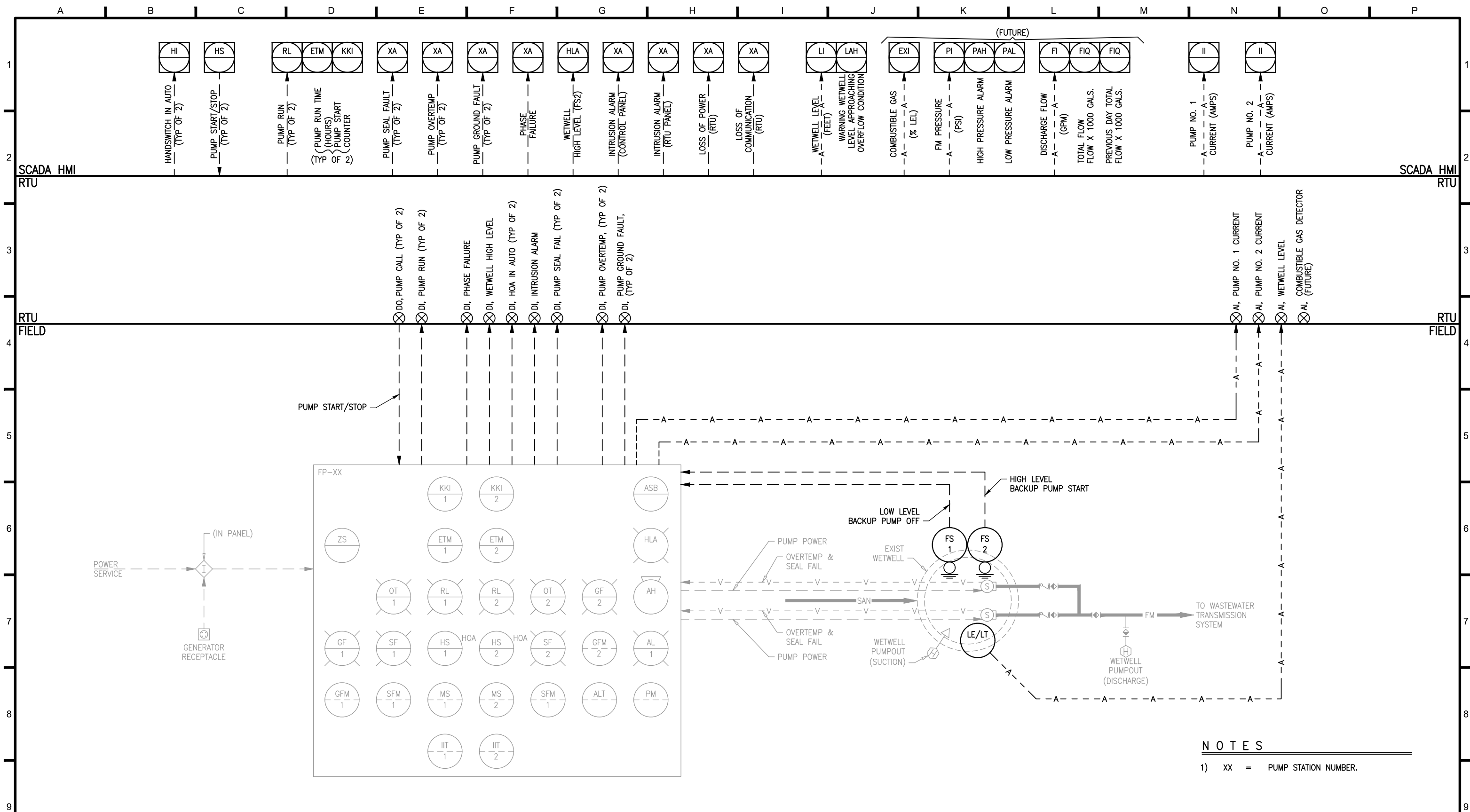




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FP DOCUMENTS

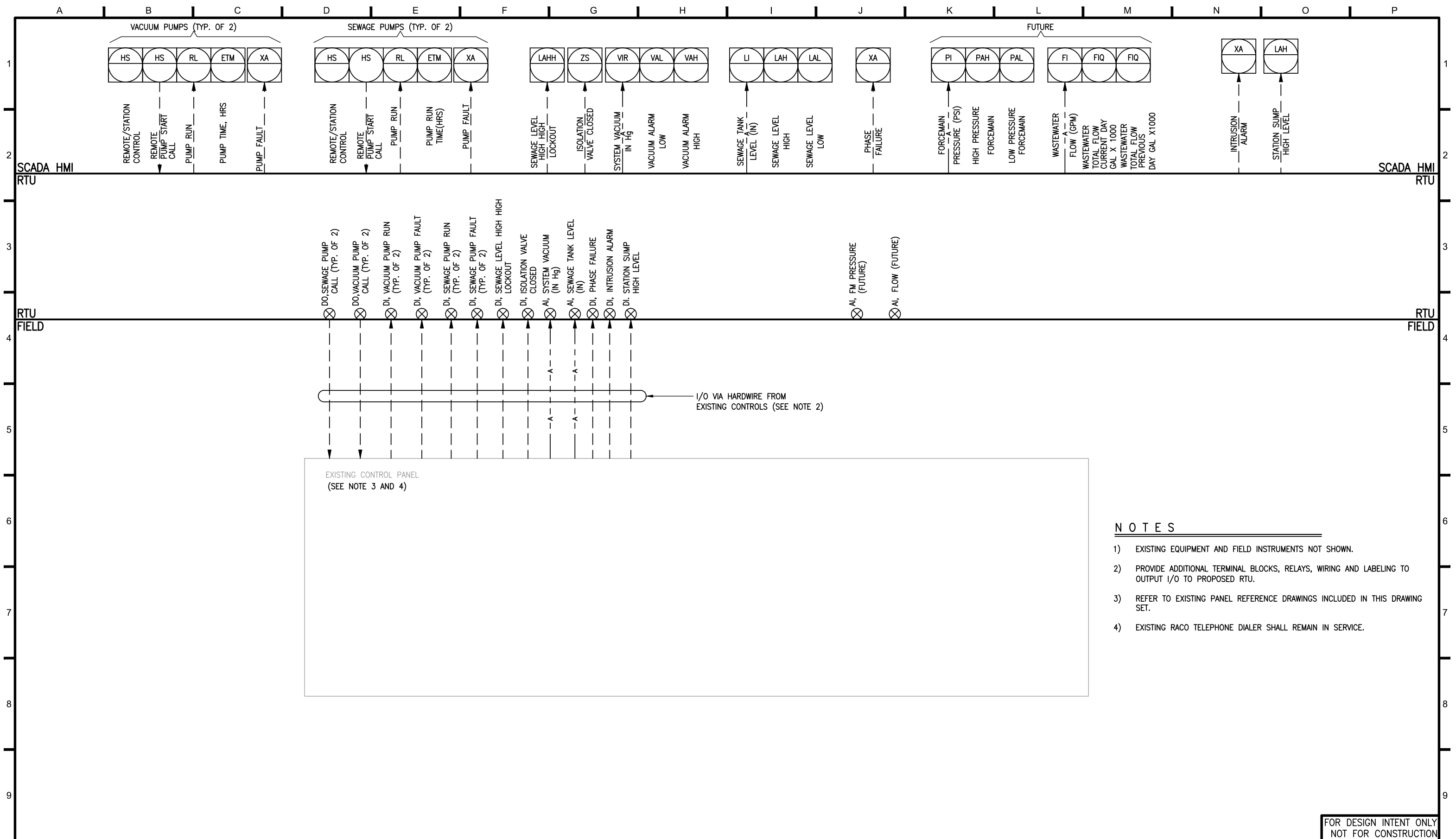


NOTES

1) XX = PUMP STATION NUMBER.

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NOT FOR CONSTRUCTION

 ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D,K,HAMMANN	VERIFY SCALE																			DWG NO. I-1
	DR: R,PAEZ																				PROJ. NO. 400-068,01
	CHK: D,K,HAMMANN	BAR IS ONE INCH ON ORIGINAL DRAWING.																			DATE JULY 5, 2017
	APVD: D,A,ECKLER	ADJUST SCALES AS NECESSARY.	No.	DATE	REVISIONS	BY	APVD	CONSULTANT	DOUGLAS K. HAMMANN, P.E. FL #50589	SCADA SYSTEM IMPROVEMENTS	VILLAGE OF PALM SPRINGS	DUPLEX SUBMERSIBLE PUMP STATIONS (CONSTANT SPEED)									



ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D,K,HAMMANN
DR: R,PAEZ
CHK: D,K,HAMMANN
APVD: D,A,ECKLER

VERIFY SCALE



BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE

REVISIONS

BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FL #50589

VILLAGE OF PALM SPRINGS

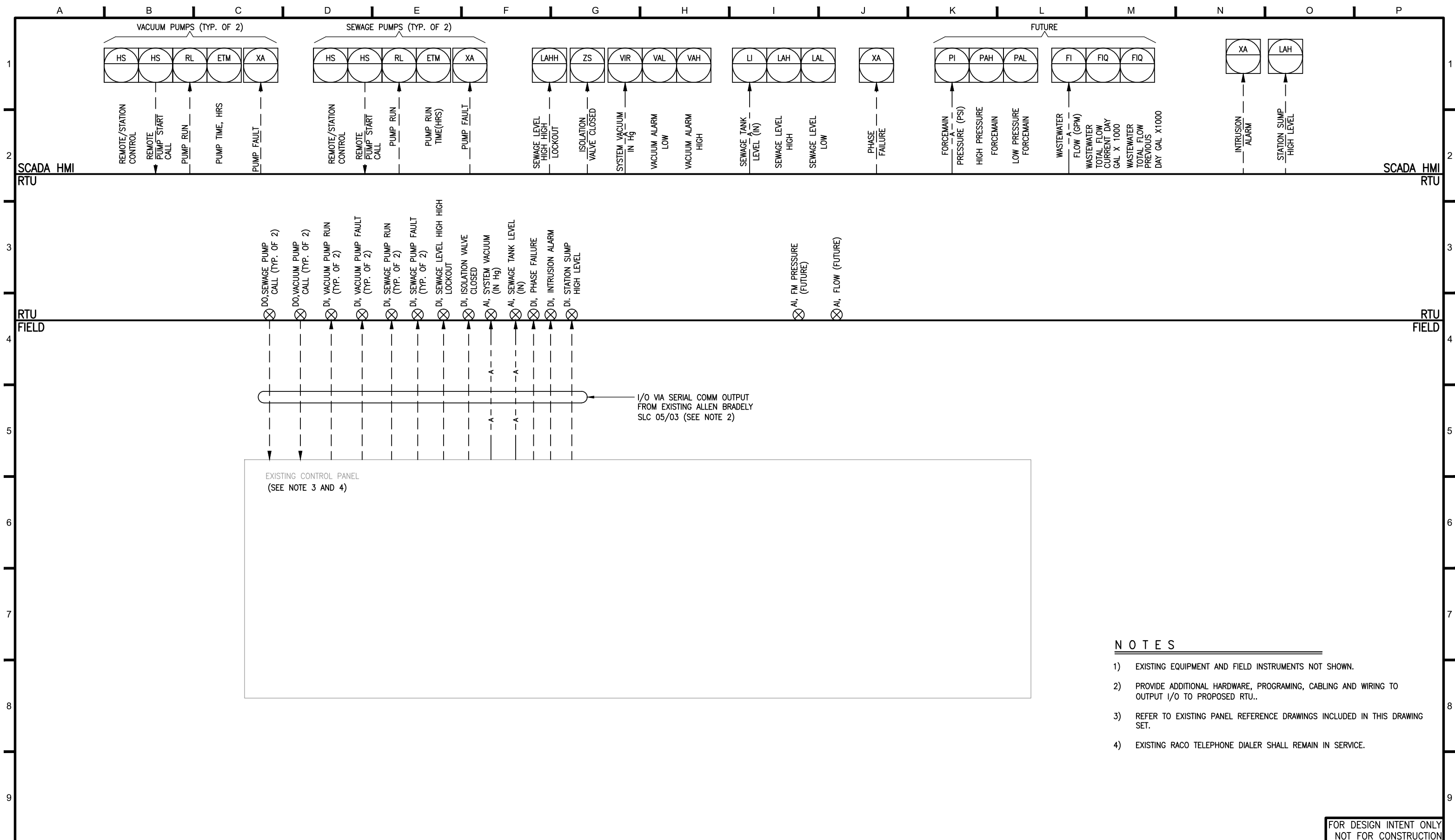
SCADA SYSTEM IMPROVEMENTS

YMCA VACUUM STATION

DWG NO.
I-4

PROJ. NO.
400-068.01

DATE
JULY 5, 2017



E ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: R.PAEZ
CHK: D.K.HAMMANN
APVD: D.A.ECKLER

VERIFY SCALE

1"

BAR IS ONE INCH ON ORIGINAL DRAWING.
ADJUST SCALES AS NECESSARY.

No.	DATE

REVISIONS

BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FL #50589

VILLAGE OF PALM SPRINGS

SCADA SYSTEM IMPROVEMENTS

KIRK ROAD AND 10TH AVENUE
NORTH VACUUM STATION

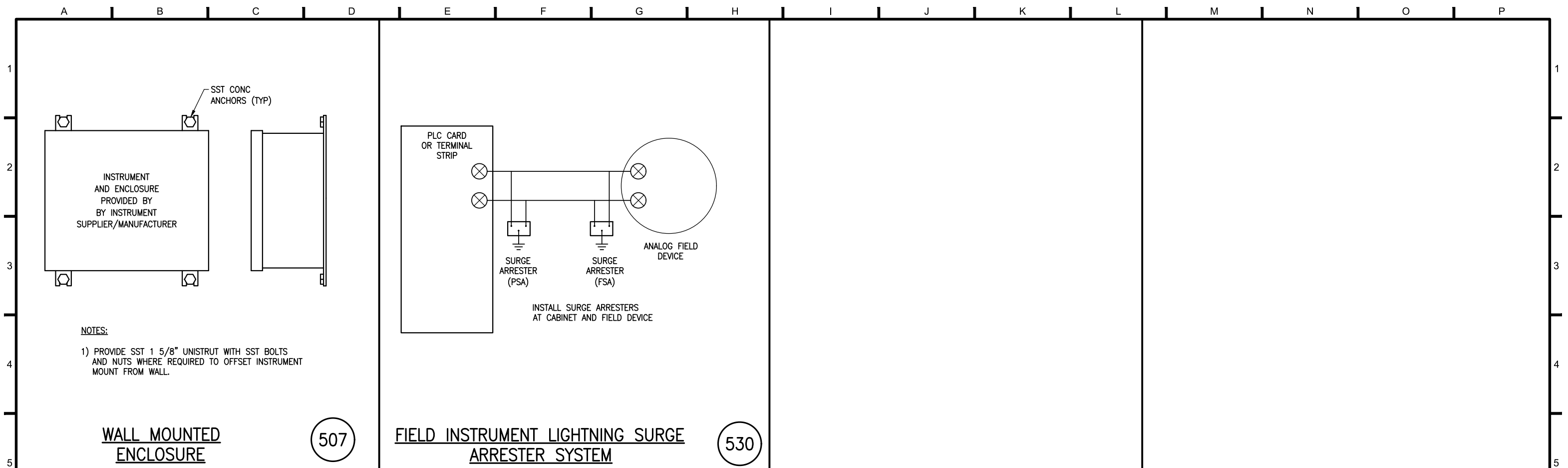
DWG NO.
I-5

PROJ. NO.
400-068.01

DATE
JULY 5, 2017

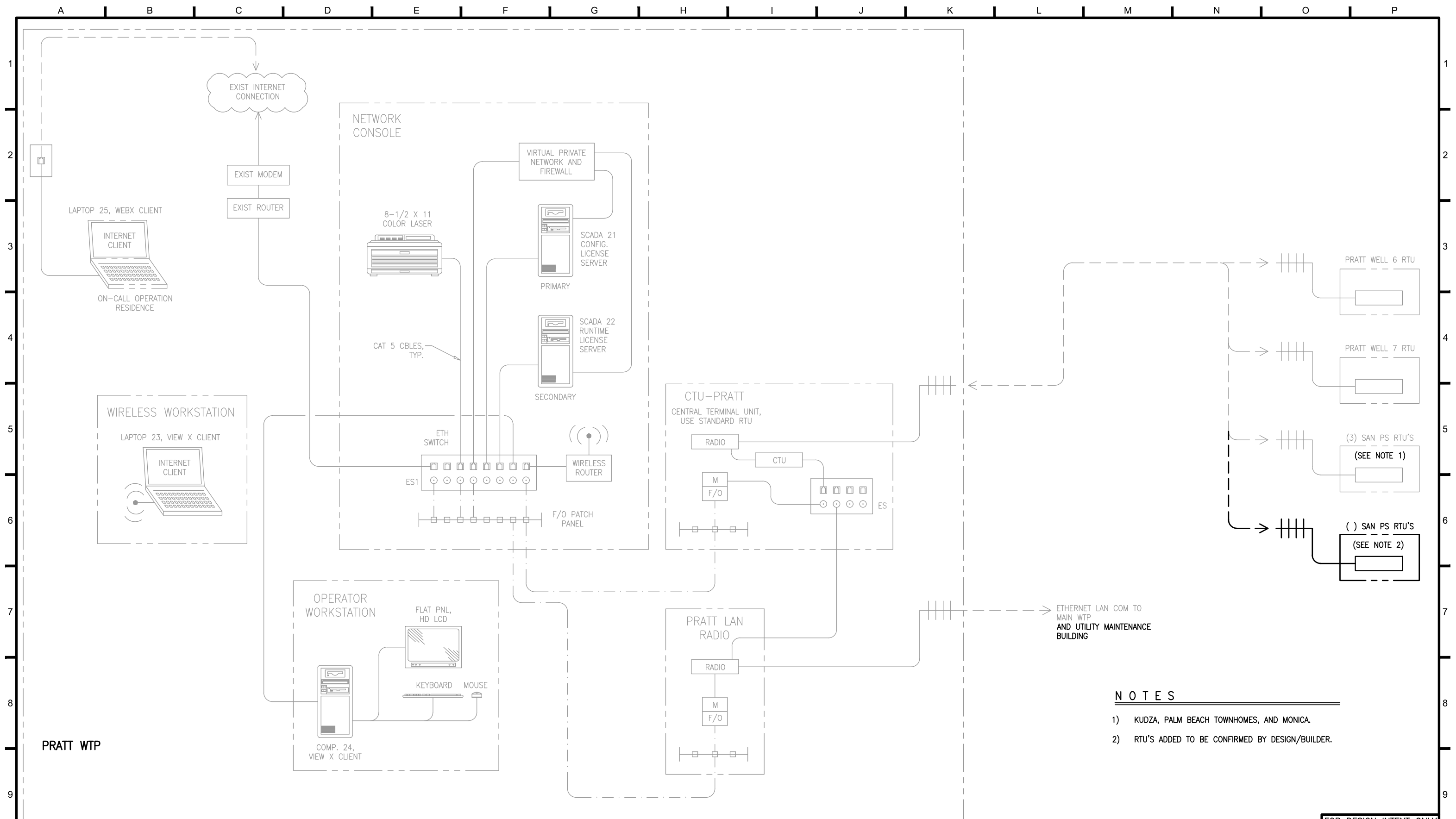
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 ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D,K,HAMMANN	VERIFY SCALE																DWG NO. ID-1
	DR: R,PAEZ																	PROJ. NO. 400-068.01
	CHK: D,K,HAMMANN	BAR IS ONE INCH ON ORIGINAL DRAWING.																DATE JULY 5, 2017
	APVD: D,A,ECKLER	ADJUST SCALES AS NECESSARY.	No.	DATE	REVISIONS	BY	APVD	CONSULTANT	DOUGLAS K. HAMMANN, P.E. FL #50589	VILLAGE OF PALM SPRINGS SCADA SYSTEM IMPROVEMENTS	STANDARD DETAILS INSTRUMENTATION AND CONTROLS							

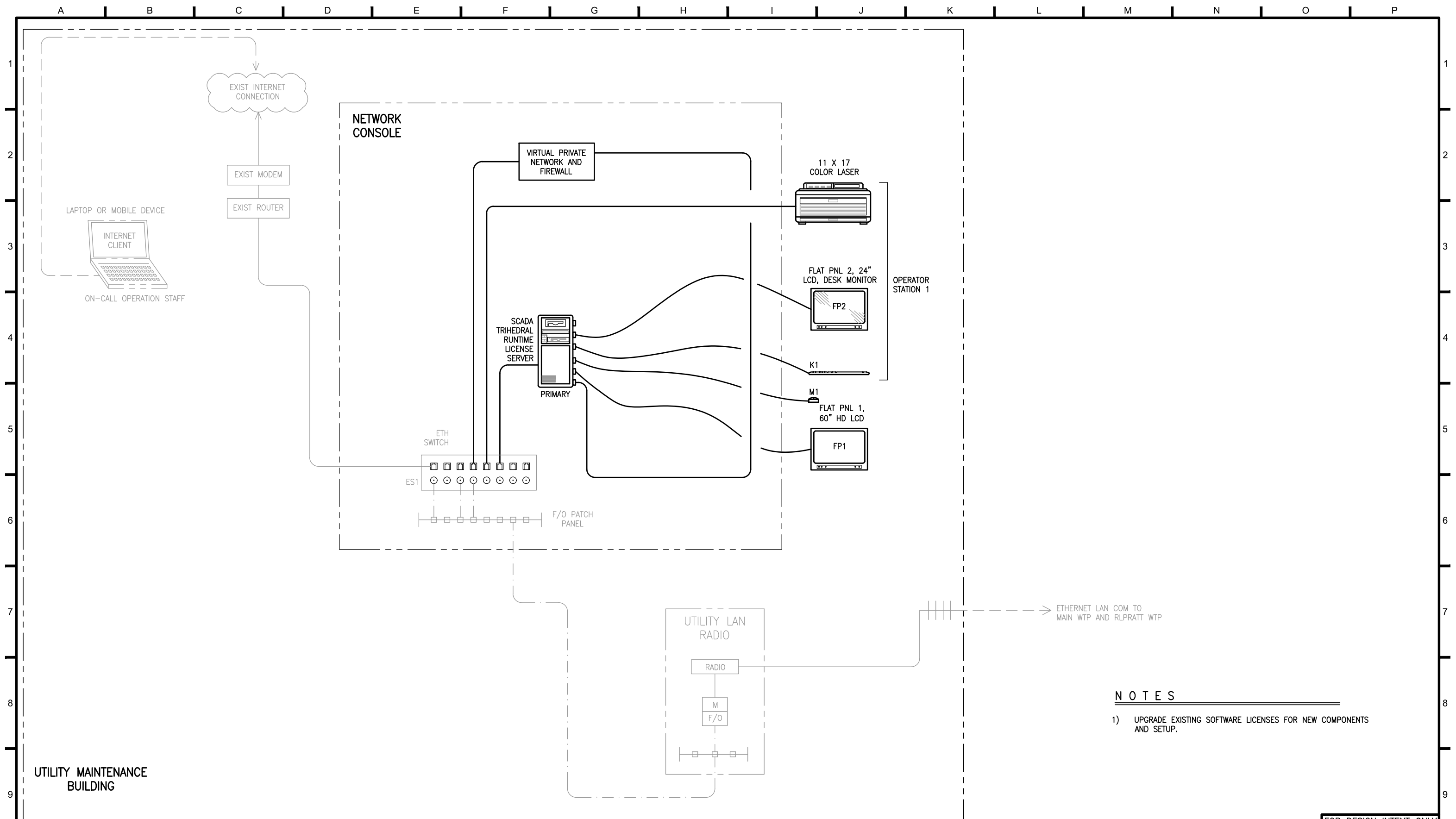


NOTES

- 1) KUDZA, PALM BEACH TOWNHOMES, AND MONICA.
- 2) RTU'S ADDED TO BE CONFIRMED BY DESIGN/BUILDER.

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NOT FOR CONSTRUCTION

[illegible]

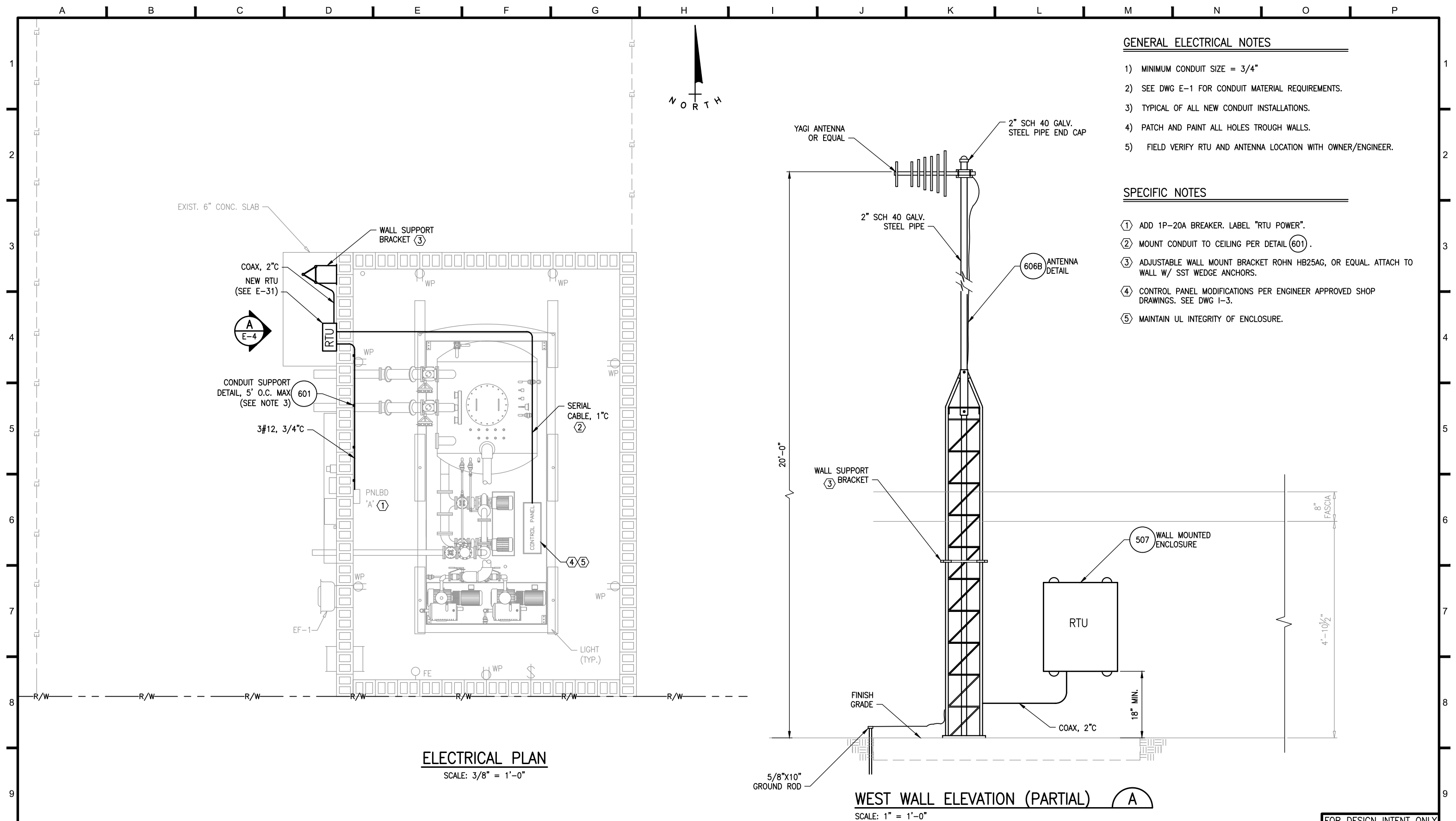


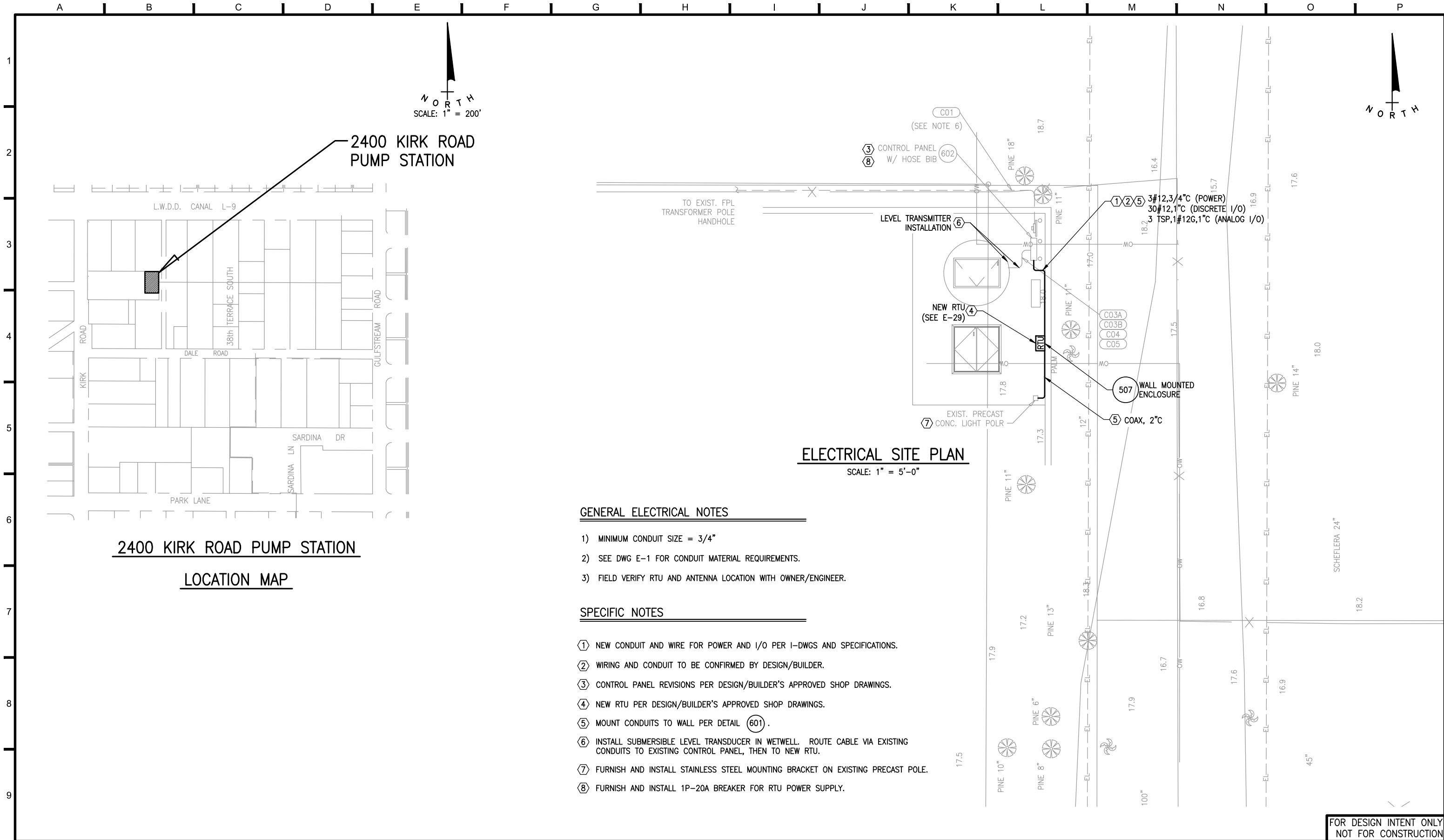
NOTES

- 1) UPGRADE EXISTING SOFTWARE LICENSES FOR NEW COMPONENTS AND SETUP.

FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION

[illegible]





GENERAL ELECTRICAL NOTES

- 1) MINIMUM CONDUIT SIZE = 3/4"
- 2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
- 3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.

SPECIFIC NOTES

- 1) NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
- 2) WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.
- 3) CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
- 4) NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
- 5) MOUNT CONDUITS TO WALL PER DETAIL (601).
- 6) INSTALL SUBMERSIBLE LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
- 7) FURNISH AND INSTALL STAINLESS STEEL MOUNTING BRACKET ON EXISTING PRECAST POLE.
- 8) FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.

E

ECKLER ENGINEERING, INC.

4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D,K,HAMMANN
DR: R,PAEZ
CHK: D,K,HAMMANN
APVD: D,A,ECKLER

VERIFY SCALE

1"

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

DOUGLAS K. HAMMANN, P.E.

FL #50589

VILLAGE OF PALM SPRINGS

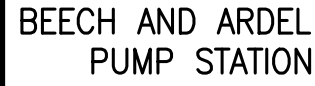
SCADA SYSTEM IMPROVEMENTS

2400 KIRK PUMP STATION
(PS - 49)

DWG NO.	E-9
PROJ. NO.	400-068.01
DATE	JULY 5, 2017

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RFP DOCUMENTS



BEACH AND ARDELL PUMP STATION

GENERAL ELECTRICAL NOTES

- 1) MINIMUM CONDUIT SIZE = 3/4"
- 2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
- 3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.

SPECIFIC NOTES

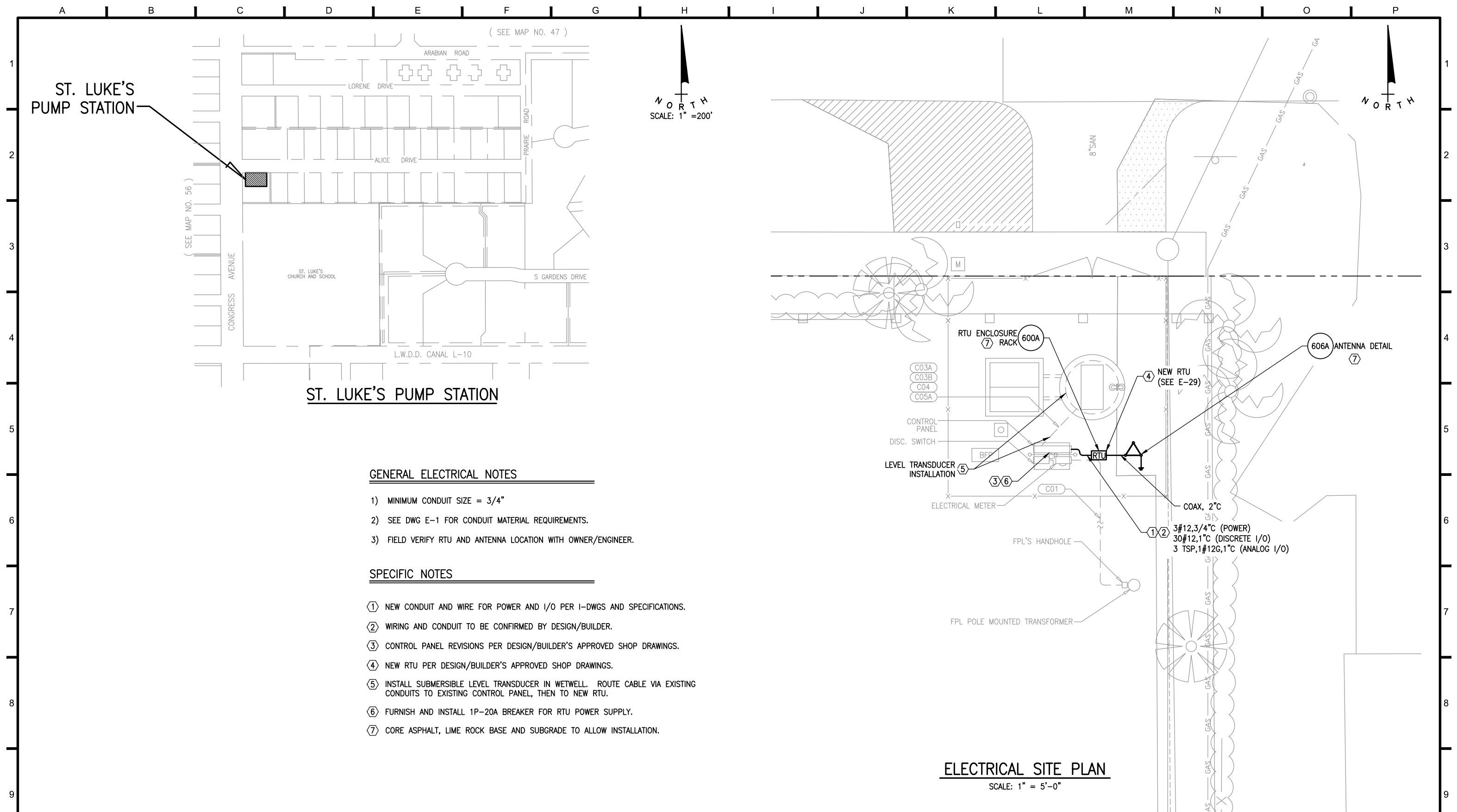
- ① NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
- ② WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.
- ③ CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
- ④ NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
- ⑤ INSTALL SUBMERSIBLE LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
- ⑥ FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.



SCALE: 1" = 5'-0"

FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION

 ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D.J.K.HAMMANN	VERIFY SCALE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																				
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E ECKLER ENGINEERING, INC.

4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN

DR: R.PAEZ

CHK: D.K.HAMMANN

APVD: D.A.ECKLER

VERIFY SCALE

AR IS ONE INCH

ADJUST SCALES
AS NECESSARY

017 10:53:56 AM;

No.

DATE _____

REVISIONS

BY

APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FL #50589

VILLAGE OF PALM SPRINGS

SCADA SYSTEM IMPROVEMENTS

ST. LUKE'S PUMP STATION
(PS - 28)

DWG NO.

E-12

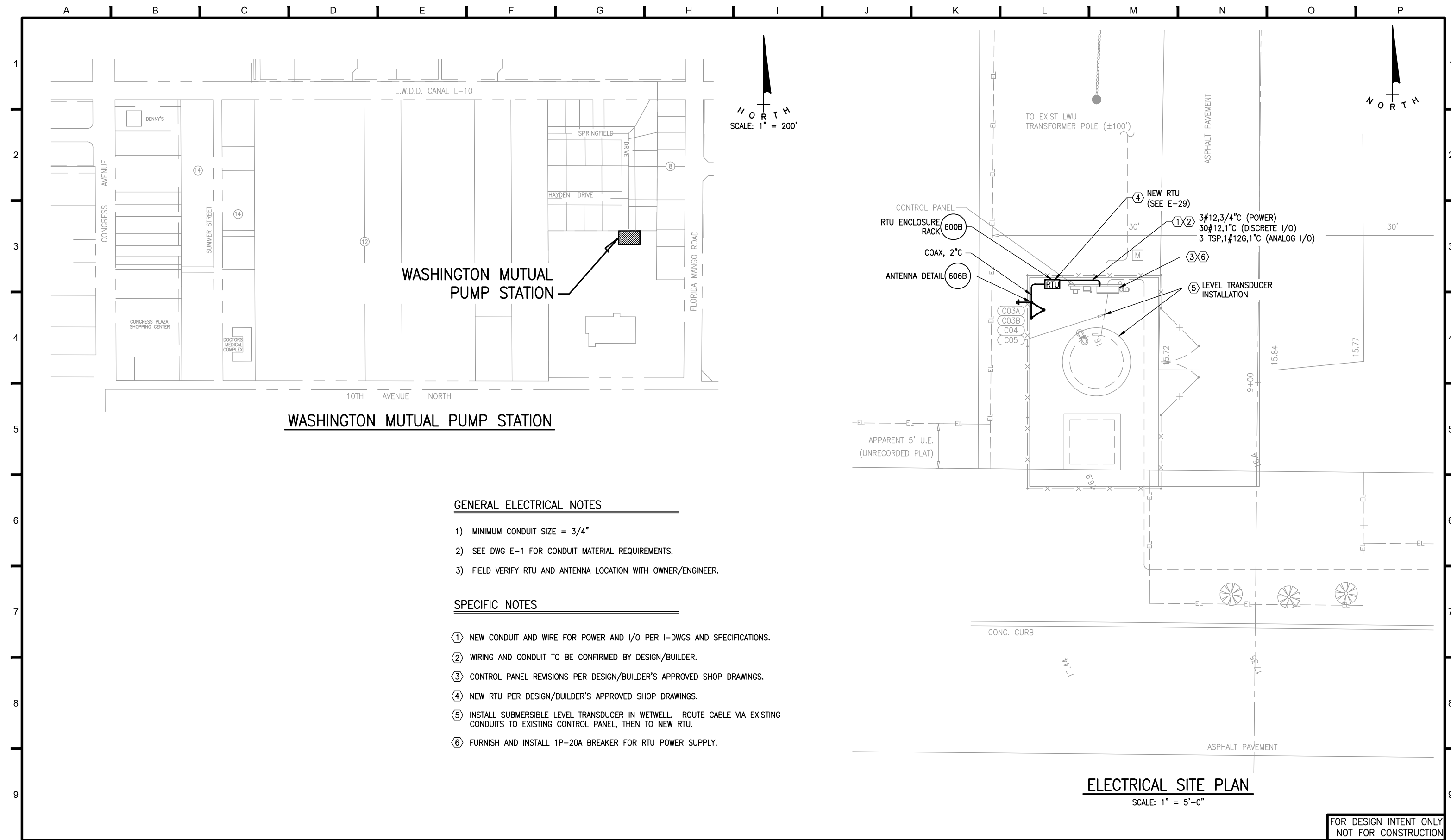
PROJ. NO.	
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00-068.01

DATE _____

JULY 5, 2011

RFP DOCUMENTS



GENERAL ELECTRICAL NOTES

- 1) MINIMUM CONDUIT SIZE = 3/4"
- 2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
- 3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.

SPECIFIC NOTES

- ① NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
- ② WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.
- ③ CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
- ④ NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
- ⑤ INSTALL SUBMERSIBLE LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
- ⑥ FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.

ELECTRICAL SITE PLAN

SCALE: 1" = 5'-0"

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: R.PAEZ
CHK: D.K.HAMMANN
APVD: D.A.ECKLER

VERIFY SCALE
1"
BAR IS ONE INCH ON
ORIGINAL DRAWING.
ADJUST SCALES
AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

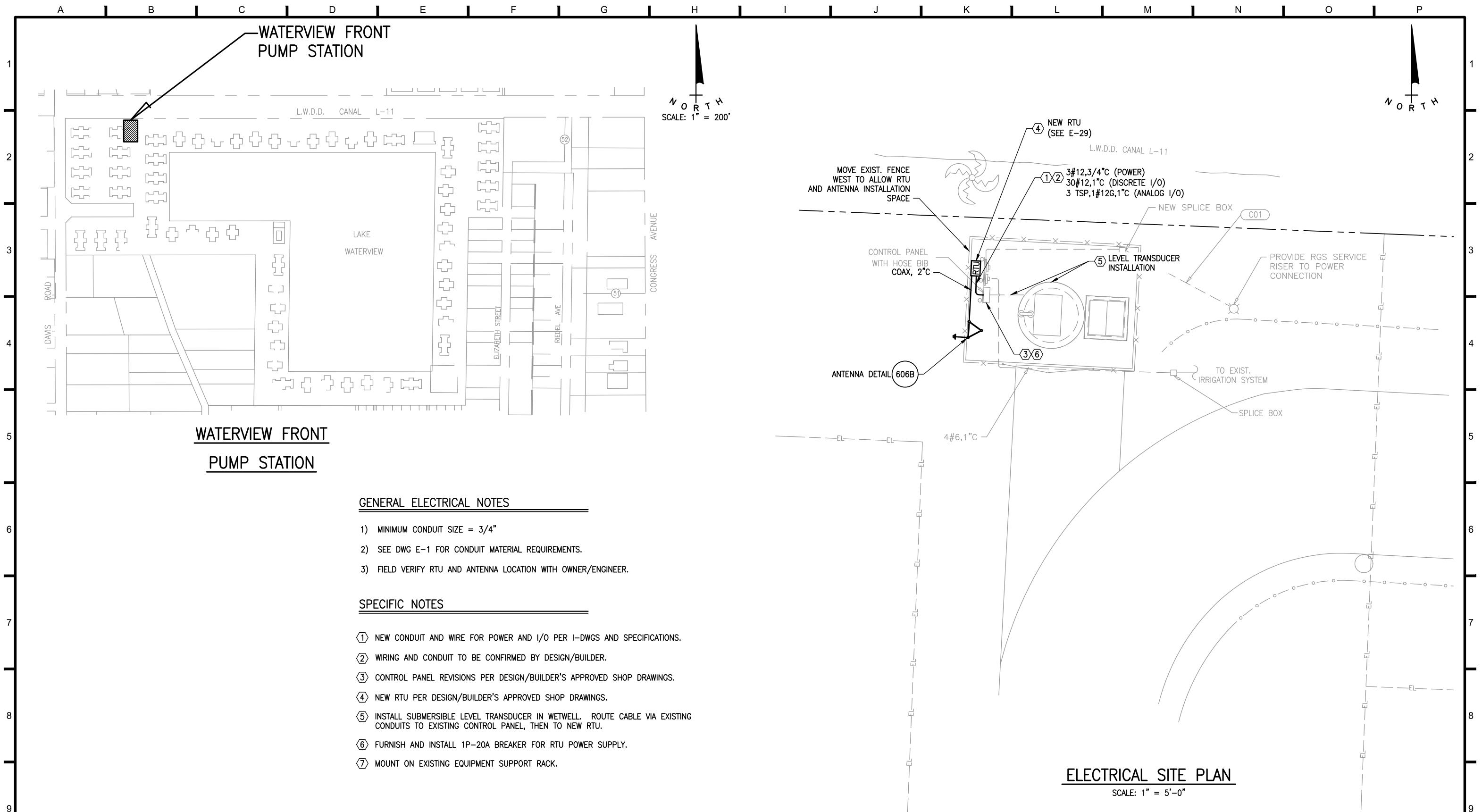
DOUGLAS K. HAMMANN, P.E.
FL #50589

VILLAGE OF PALM SPRINGS

SCADA SYSTEM IMPROVEMENTS

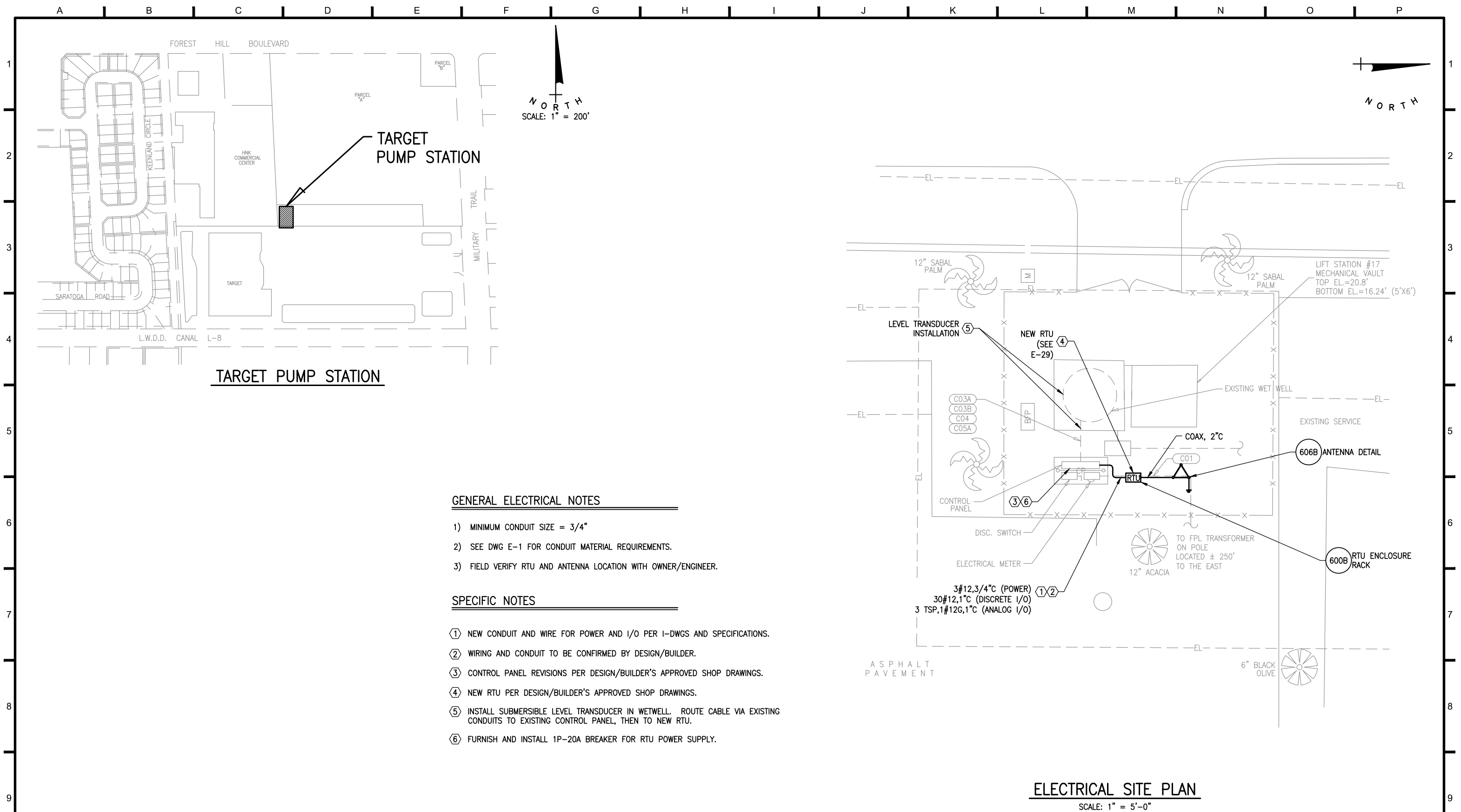
WASHINGTON MUTUAL
PUMP STATION (PS - 34)

DWG NO. E-13
PROJ. NO. 400-068.01
DATE JULY 5, 2017



FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION

[illegible]



GENERAL ELECTRICAL NOTES

- 1) MINIMUM CONDUIT SIZE = 3/4"
- 2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
- 3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.

SPECIFIC NOTES

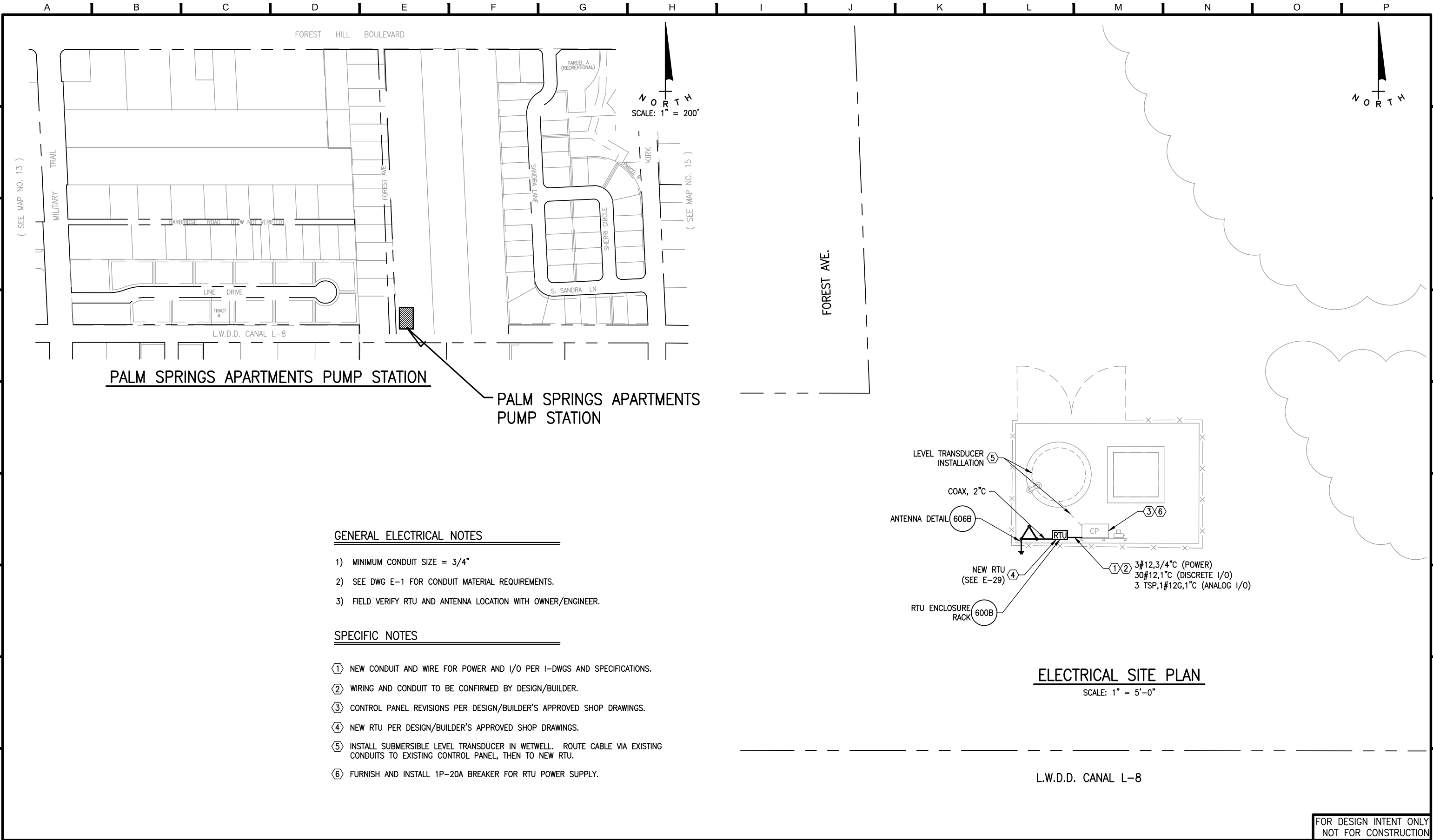
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- ③ CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
- ④ NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
- ⑤ INSTALL SUBMERSIBLE LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
- ⑥ FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.

ELECTRICAL SITE PLAN

SCALE: 1" = 5'-0"

FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION

 ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D,K,HAMMANN	VERIFY SCALE													DWG NO. E-16	
	DR: R,PAEZ	1"													PROJ. NO. 400-068.01	
	CHK: D,K,HAMMANN	BAR IS ONE INCH ON ORIGINAL DRAWING.													DATE JULY 5, 2017	
	APVD: D,A,ECKLER	ADJUST SCALES AS NECESSARY.														
	No.	DATE	REVISIONS												BY	APVD
	VILLAGE OF PALM SPRINGS SCADA SYSTEM IMPROVEMENTS DOUGLAS K. HAMMANN, P.E. FL #50589 CONSULTANT														TARGET PUMP STATION (PS - 17)	



GENERAL ELECTRICAL NOTES

- 1) MINIMUM CONDUIT SIZE = 3/4"
- 2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
- 3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.

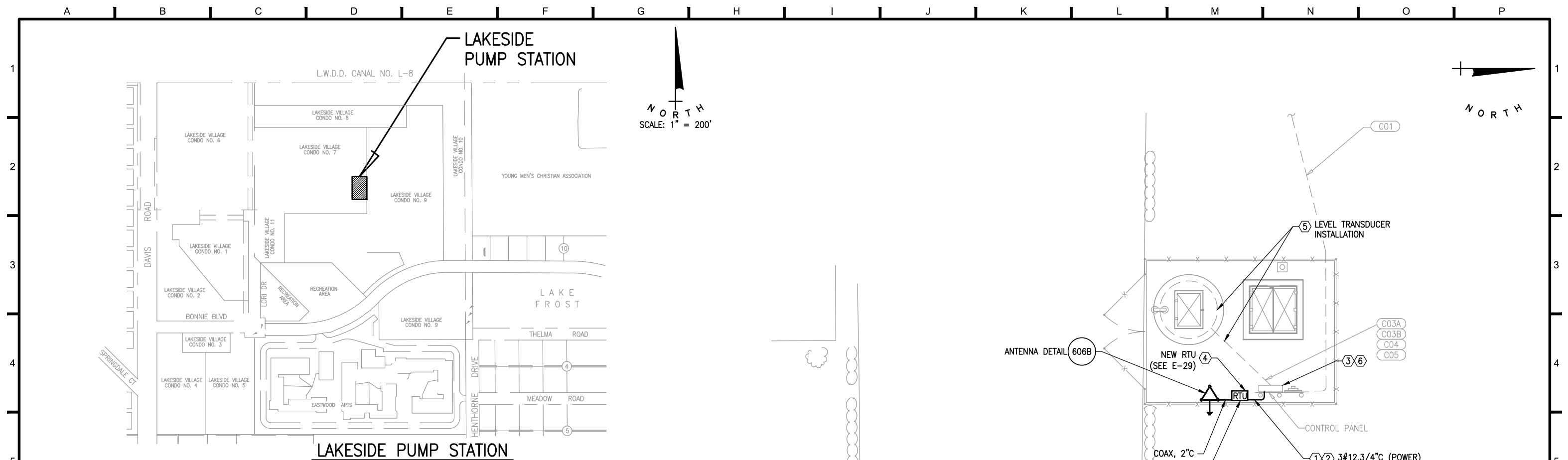
SPECIFIC NOTES

- 1 NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
- 2 WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.
- 3 CONTROL PANEL REVISIONS PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
- 4 NEW RTU PER DESIGN/BUILDER'S APPROVED SHOP DRAWINGS.
- 5 INSTALL SUBMERSIBLE LEVEL TRANSDUCER IN WETWELL. ROUTE CABLE VIA EXISTING CONDUITS TO EXISTING CONTROL PANEL, THEN TO NEW RTU.
- 6 FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.

ELECTRICAL SITE PLAN

SCALE: 1" = 5'-0"

ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D.K.HAMMANN	VERIFY SCALE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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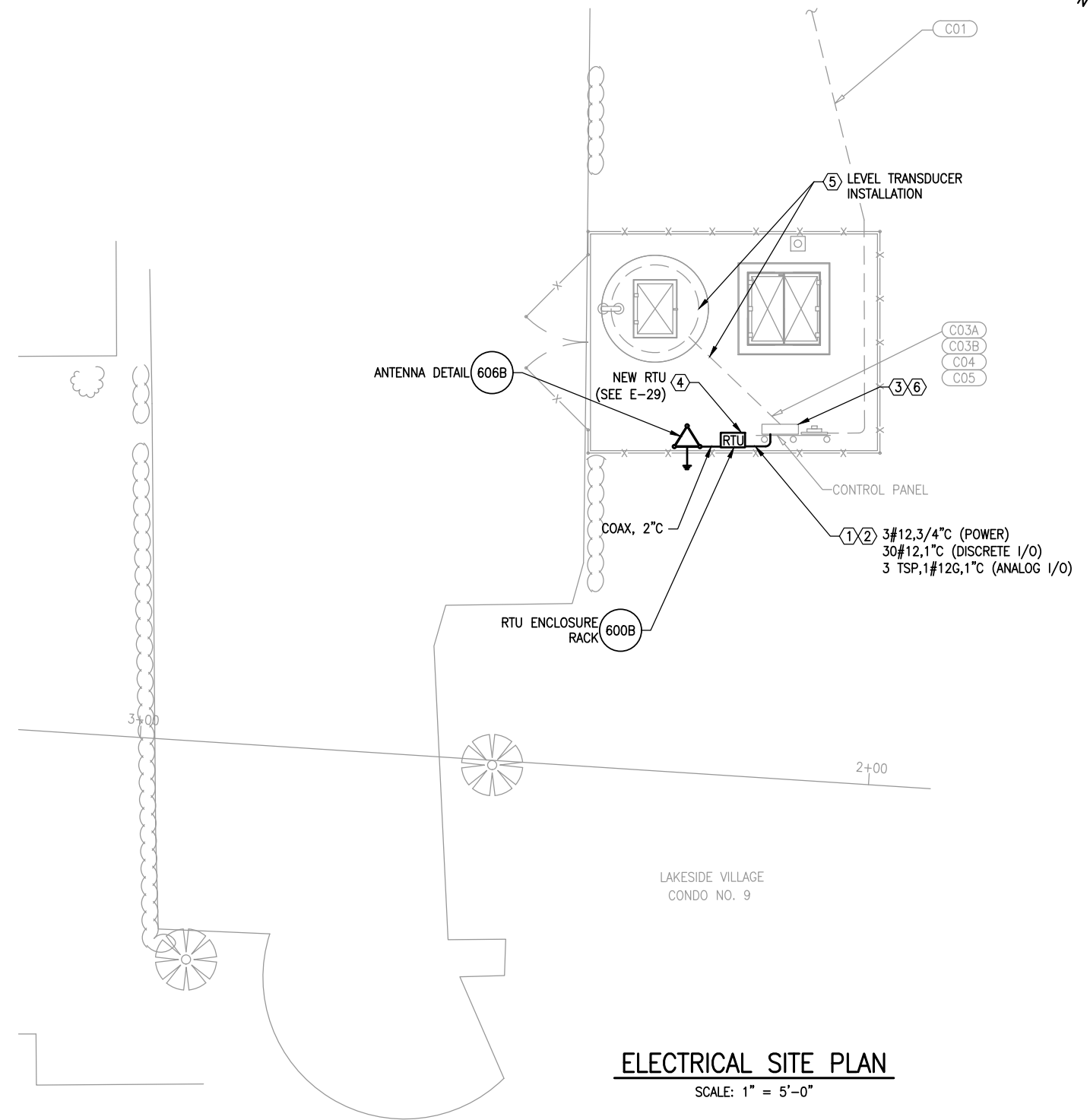


GENERAL ELECTRICAL NOTES

- 1) MINIMUM CONDUIT SIZE = 3/4"
- 2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
- 3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.

SPECIFIC NOTES

- ① NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
- ② WIRING AND CONDUIT TO BE CONFIRMED BY DESIGN/BUILDER.
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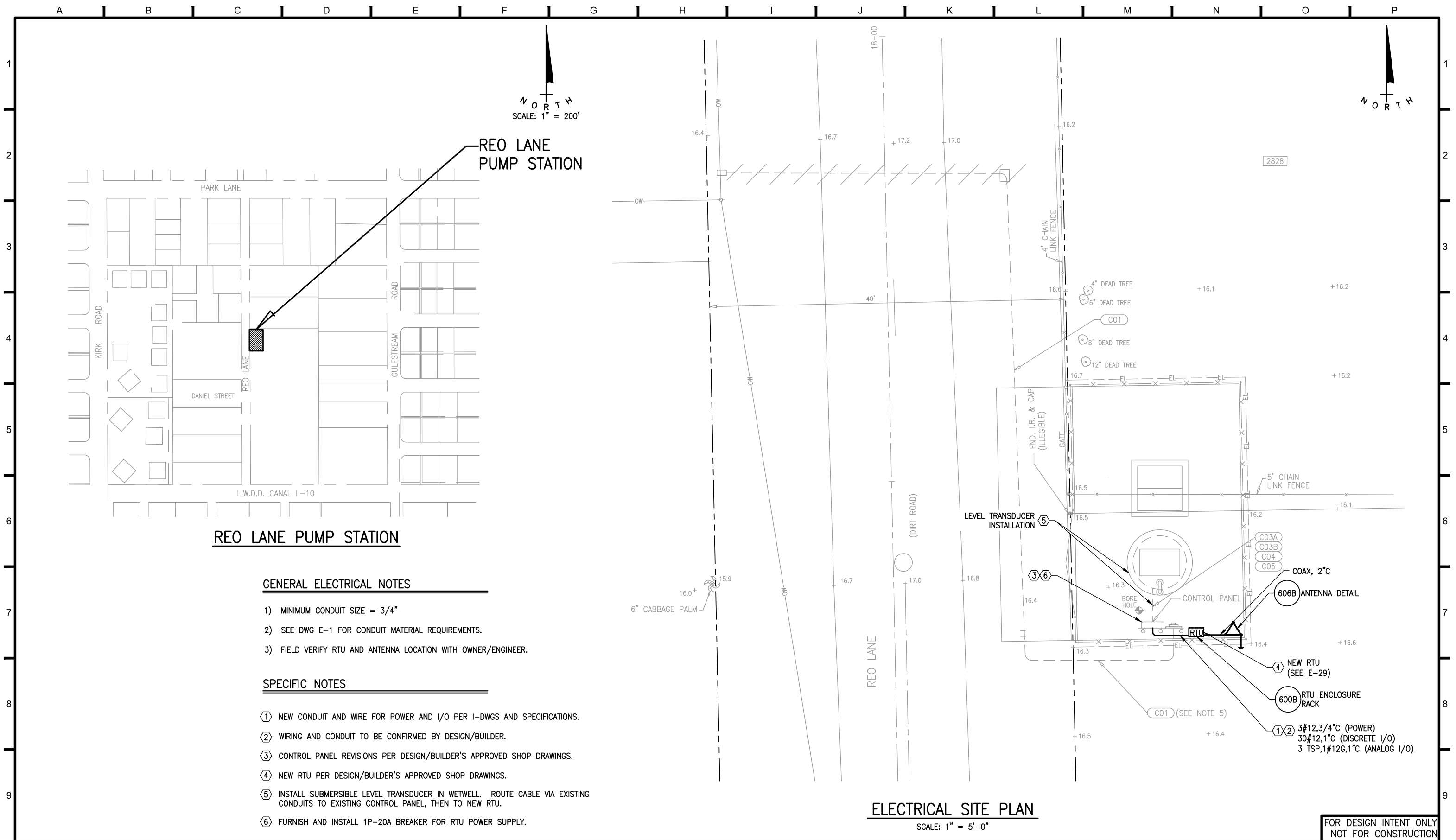


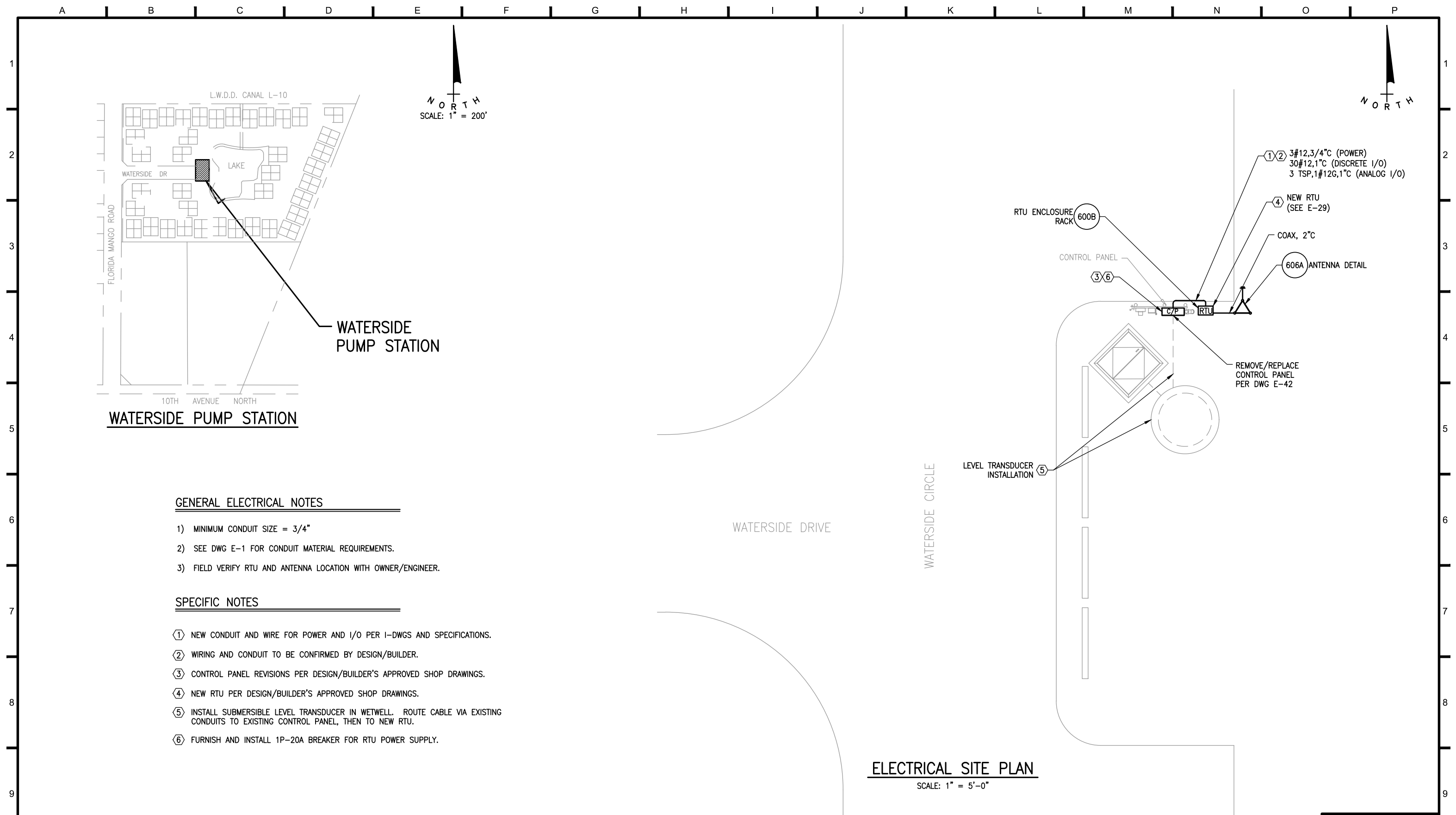
ELECTRICAL SITE PLAN

SCALE: 1" = 5'-0"

FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION

[illegible]





E ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: R.PAEZ
CHK: D.K.HAMMANN
APVD: D.A.ECKLER

VERIFY SCALE

1"

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY

No.

DATE _____

REVISIONS

BY

APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FL #50589

VILLAGE OF PALM SPRINGS

SCADA SYSTEM IMPROVEMENTS

WATERSIDE PUMP
STATION (PS - 33)

DWG NO.

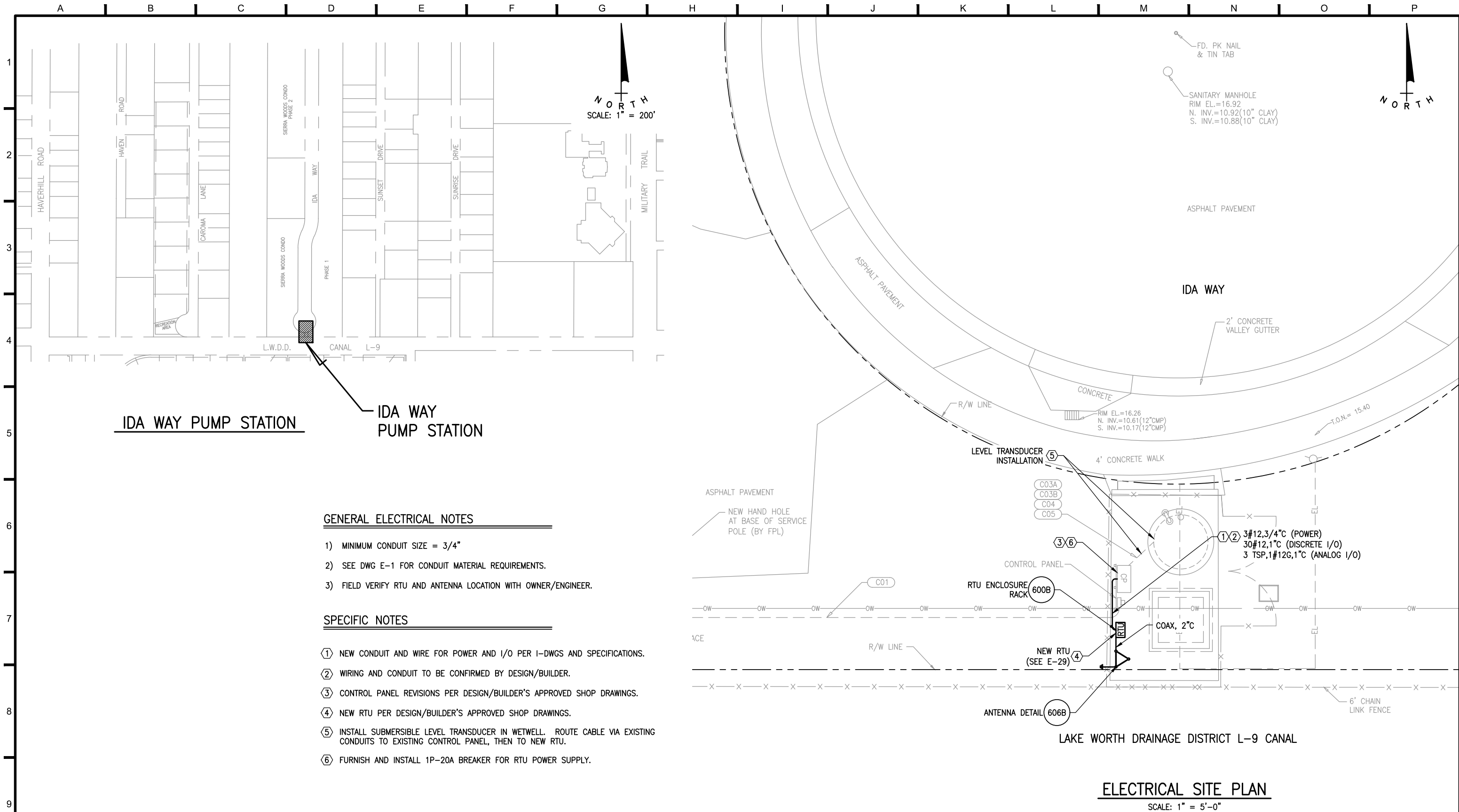
F-22

PROJ. NO.

400-068.01

DATE _____

JULY 5, 2017



GENERAL ELECTRICAL NOTES

- 1) MINIMUM CONDUIT SIZE = 3/4"
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ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: R.PAEZ
CHK: D.K.HAMMANN
APVD: D.A.ECKLER

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

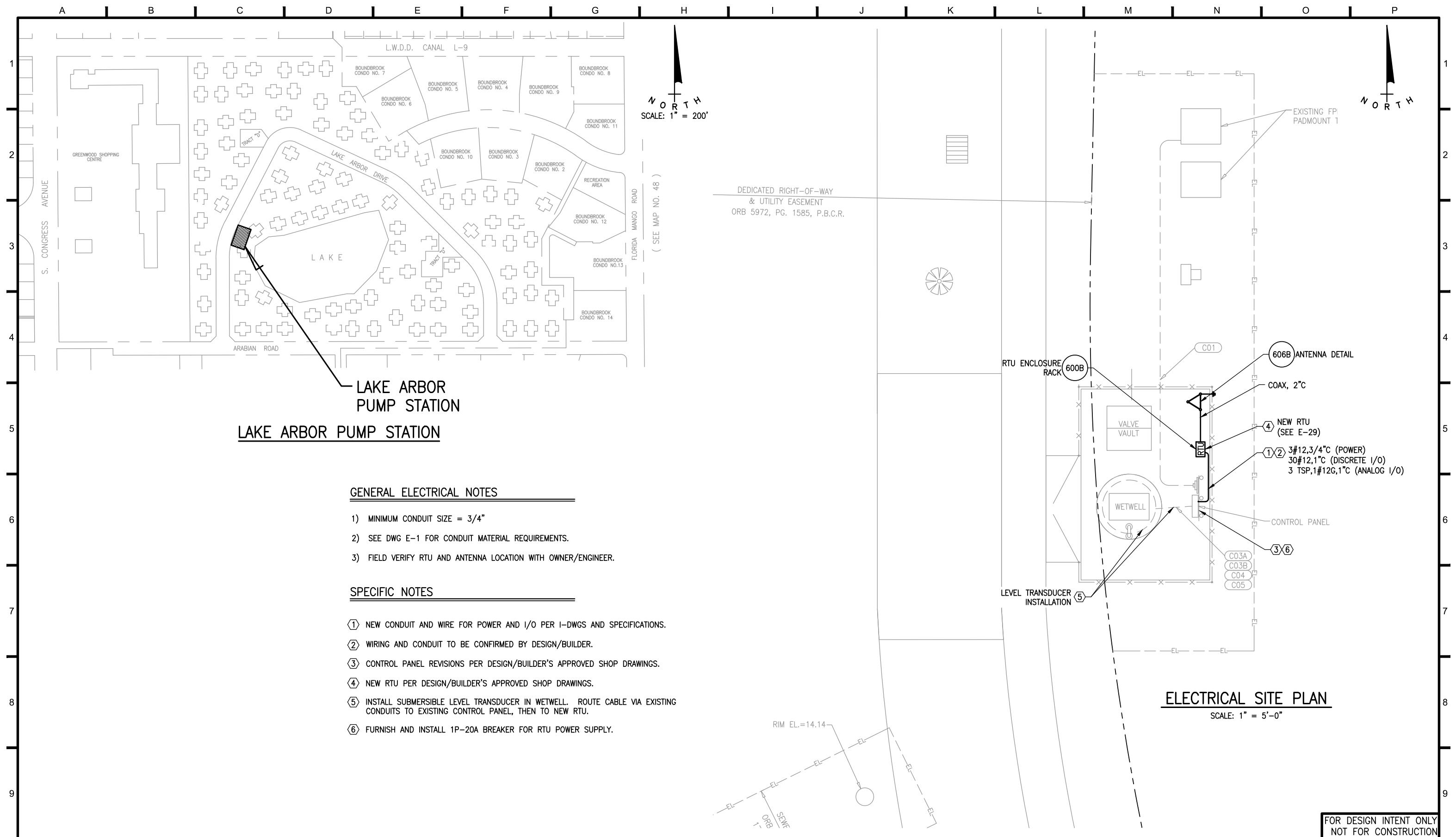
CONSULTANT

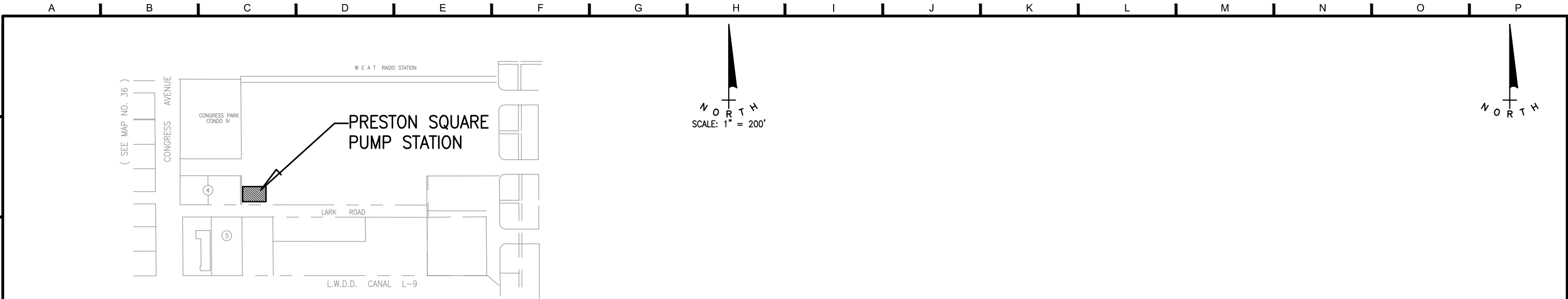
DOUGLAS K. HAMMANN, P.E.
FL #50589

VILLAGE OF PALM SPRINGS
SCADA SYSTEM IMPROVEMENTS

**IDA WAY PUMP STATION
(PS - 16)**

DWG NO. E-24
PROJ. NO. 400-068.01
DATE JULY 5, 2017





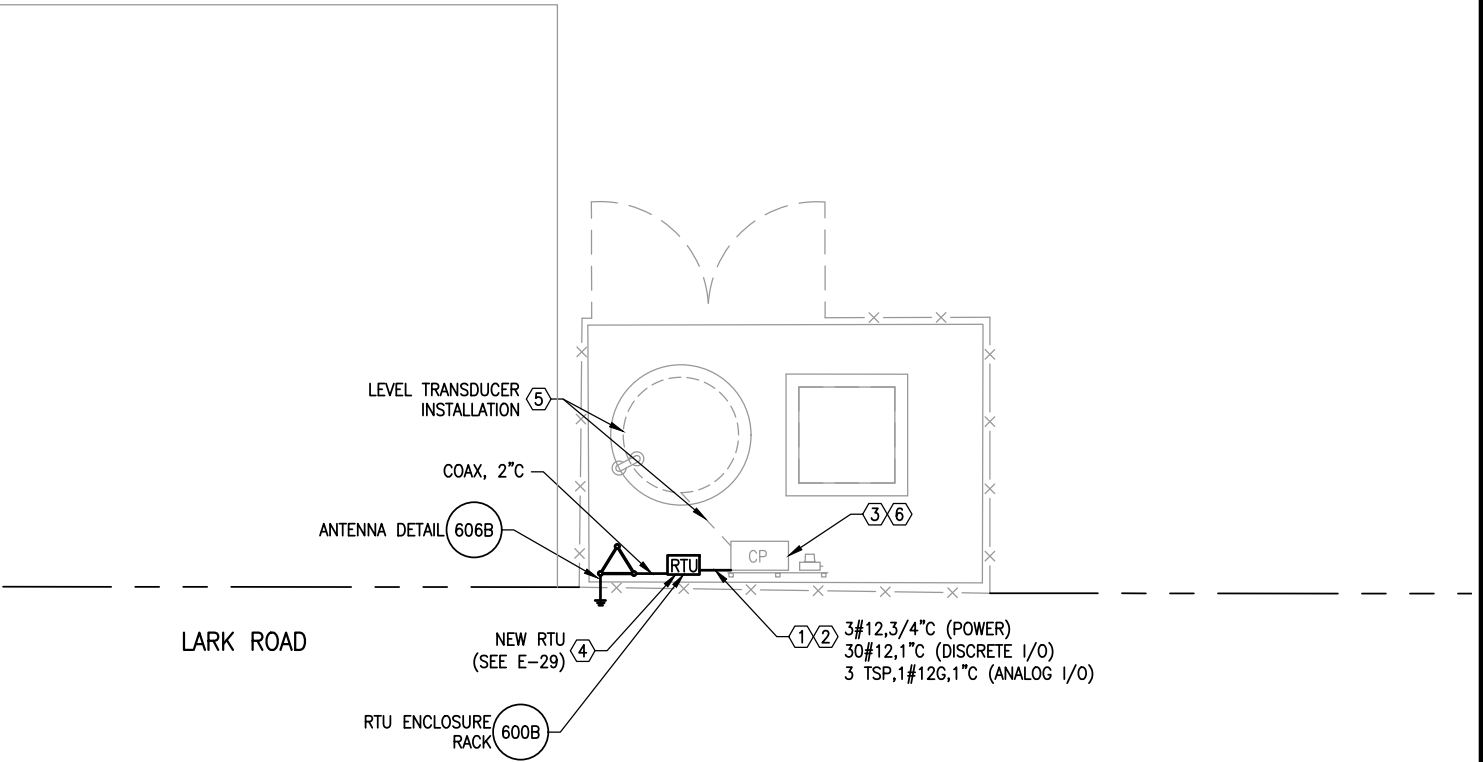
PRESTON SQUARE PUMP STATION
LOCATION MAP

GENERAL ELECTRICAL NOTES

- 1) MINIMUM CONDUIT SIZE = 3/4"
- 2) SEE DWG E-1 FOR CONDUIT MATERIAL REQUIREMENTS.
- 3) FIELD VERIFY RTU AND ANTENNA LOCATION WITH OWNER/ENGINEER.

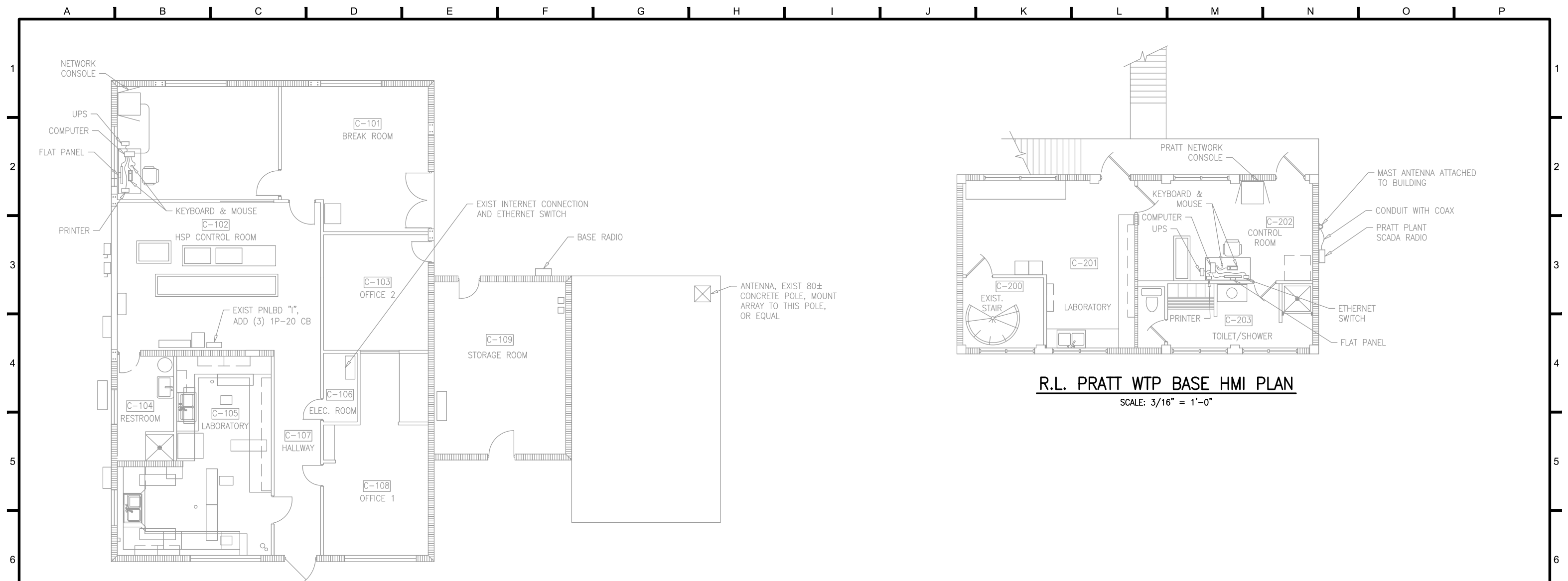
SPECIFIC NOTES

- ① NEW CONDUIT AND WIRE FOR POWER AND I/O PER I-DWGS AND SPECIFICATIONS.
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- ⑥ FURNISH AND INSTALL 1P-20A BREAKER FOR RTU POWER SUPPLY.
- ⑦ PUMP STATION CURRENTLY PROPOSED BY OTHERS. DESIGN/BUILDER SHALL CONFIRM SITE REQUIREMENTS.



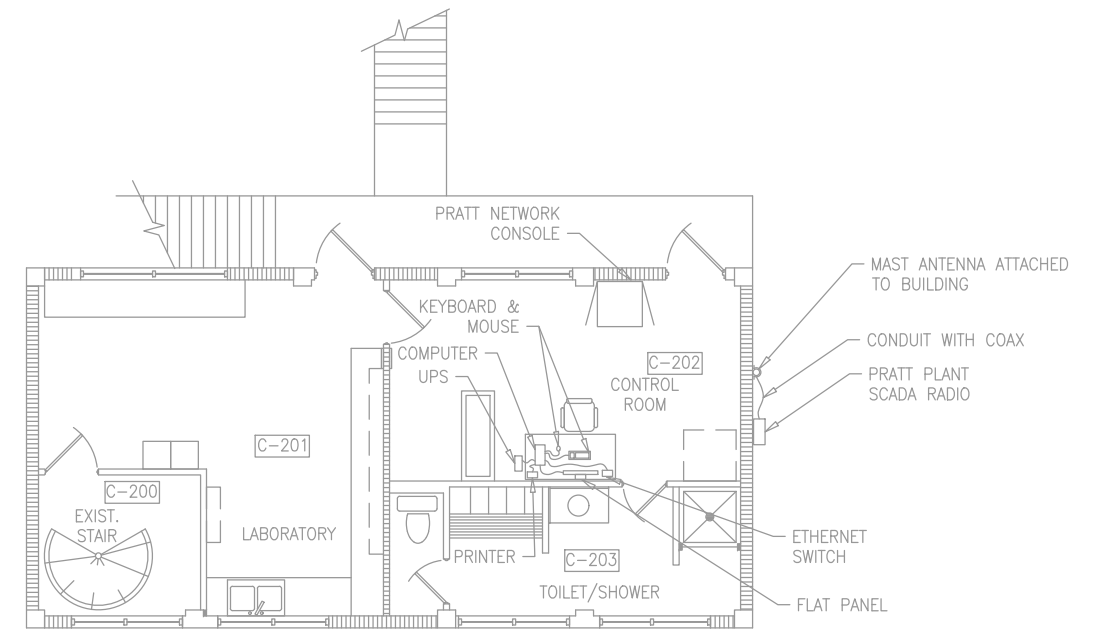
ELECTRICAL SITE PLAN ⑦
SCALE: 1" = 5'-0"

FOR DESIGN INTENT ONLY NOT FOR CONSTRUCTION									
ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D,K,HAMMANN	VERIFY SCALE 1" BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.							
	DR: R,PAEZ								
	CHK: D,K,HAMMANN								
	APVD: D,A,ECKLER		No.	DATE	REVISIONS	BY	APVD	CONSULTANT	
								DOUGLAS K. HAMMANN, P.E. FL #50589	VILLAGE OF PALM SPRINGS SCADA SYSTEM IMPROVEMENTS
									PRESTON SQUARE PUMP STATION (PS-TBD)
									DWG NO. E-27 PROJ. NO. 400-068.01 DATE JULY 5, 2017



MAIN WTP BASE HMI PLAN

SCALE: $3/16" = 1'-0"$

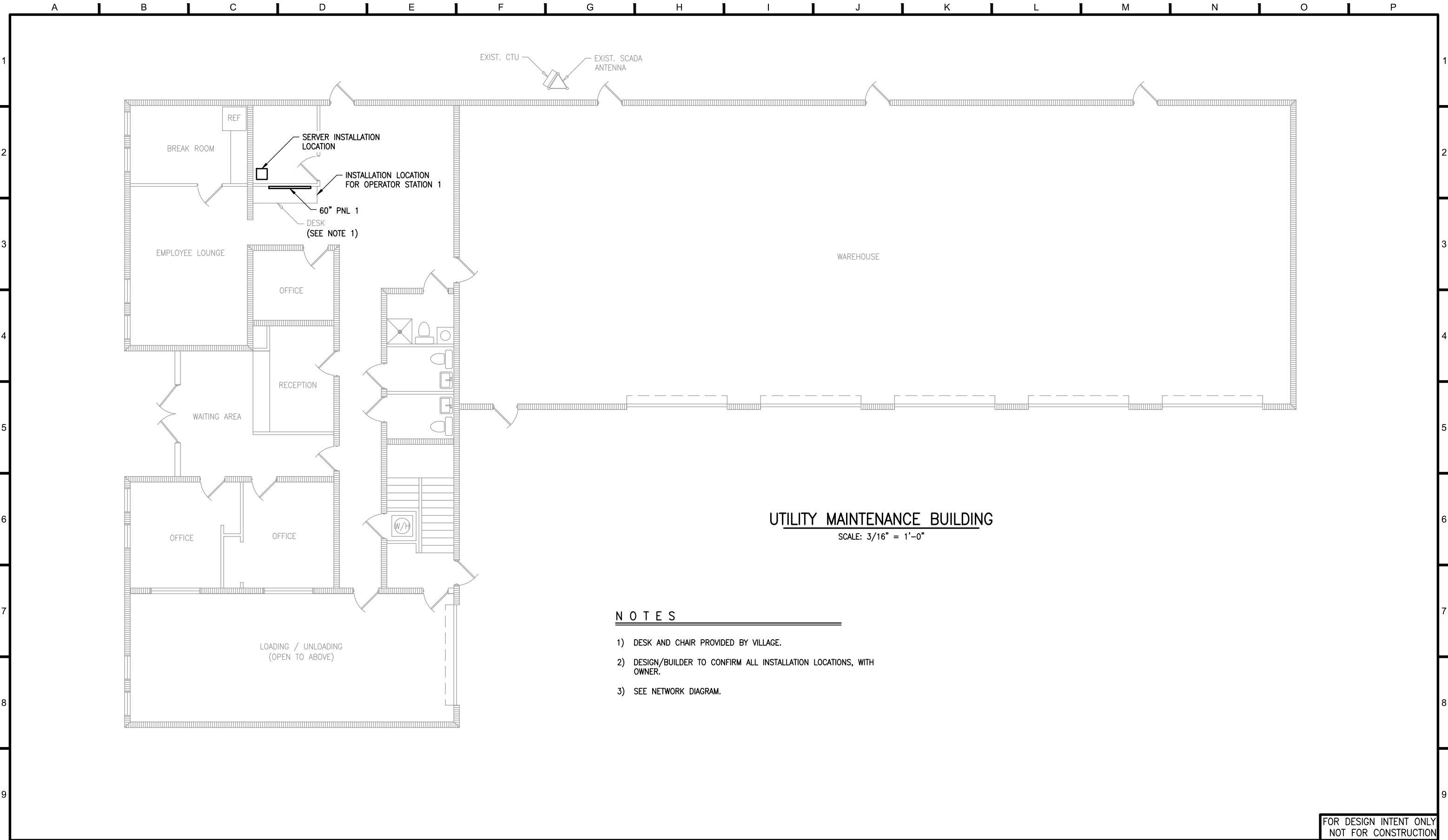


R.L. PRATT WTP BASE HMI PLAN

SCALE: $3/16" = 1'-0"$

FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION

 ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D,K,HAMMANN	VERIFY SCALE																DWG NO. <u>E-28</u>
	DR: R,PAEZ																	PROJ. NO. <u>400-068_01</u>
	CHK: D,K,HAMMANN	BAR IS ONE INCH ON ORIGINAL DRAWING.																DATE <u>JULY 5, 2017</u>
	APVD: D,A,ECKLER	ADJUST SCALES AS NECESSARY.	No.	DATE	REVISIONS	BY	APVD	CONSULTANT	DOUGLAS K. HAMMANN, P.E. FL #50589	VILLAGE OF PALM SPRINGS SCADA SYSTEM IMPROVEMENTS	EXISTING BASE HMI PLANS							



NOTES

- 1) DESK AND CHAIR PROVIDED BY VILLAGE.
- 2) DESIGN/BUILDER TO CONFIRM ALL INSTALLATION LOCATIONS, WITH OWNER.
- 3) SEE NETWORK DIAGRAM.

**ECKLER ENGINEERING, INC.**
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

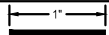
DSGN: D,K,HAMMANN

DR: R,PAEZ

CHK: D,K,HAMMANN

APVD: D,A,ECKLER

VERIFY SCALE



BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.

DATE

REVISIONS

BY

APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FL #50589

VILLAGE OF PALM SPRINGS
SCADA SYSTEM IMPROVEMENTS

UTILITY MAINTENANCE
BUILDING BASE HMI

DWG NO.
E-29

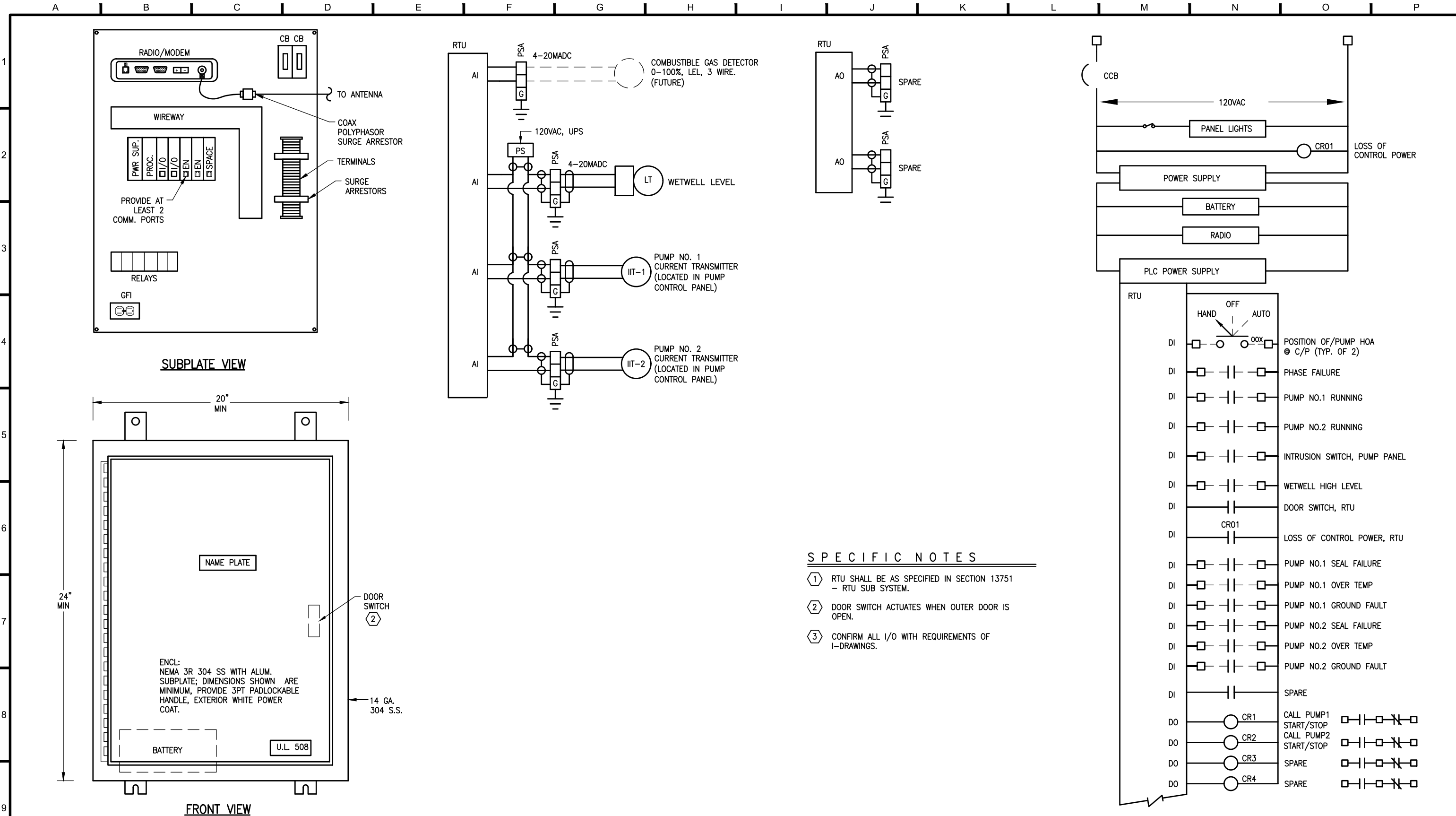
PROJ. NO.
400-068.01

DATE
JULY 5, 2017

FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION

File name: C:\Civil 3D Projects\400-068.01 SCADA System Improvements\01_Working\400-068.01_E29.dwg; Plotted @: 7/5/2017 10:56:57 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: RFP DOCUMENTS-2017R-004

RFP DOCUMENTS



SPECIFIC NOTES

- RTU SHALL BE AS SPECIFIED IN SECTION 13751 - RTU SUB SYSTEM.
- DOOR SWITCH ACTUATES WHEN OUTER DOOR IS OPEN.
- CONFIRM ALL I/O WITH REQUIREMENTS OF I-DRAWINGS.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: R.PAEZ
CHK: D.K.HAMMANN
APVD: D.A.ECKLER

VERIFY SCALE
1"
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

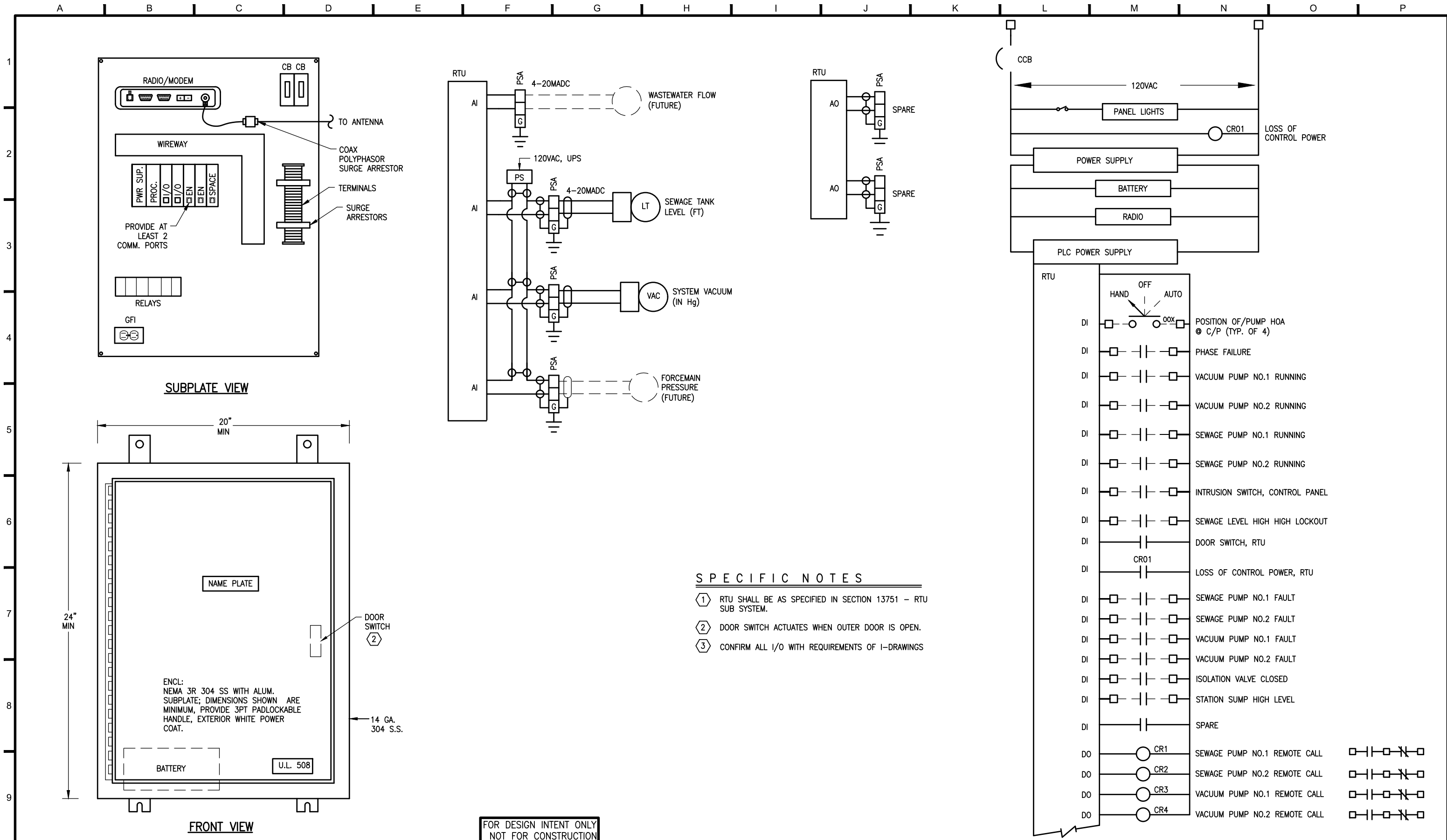
DOUGLAS K. HAMMANN, P.E.
FL #50589

VILLAGE OF PALM SPRINGS

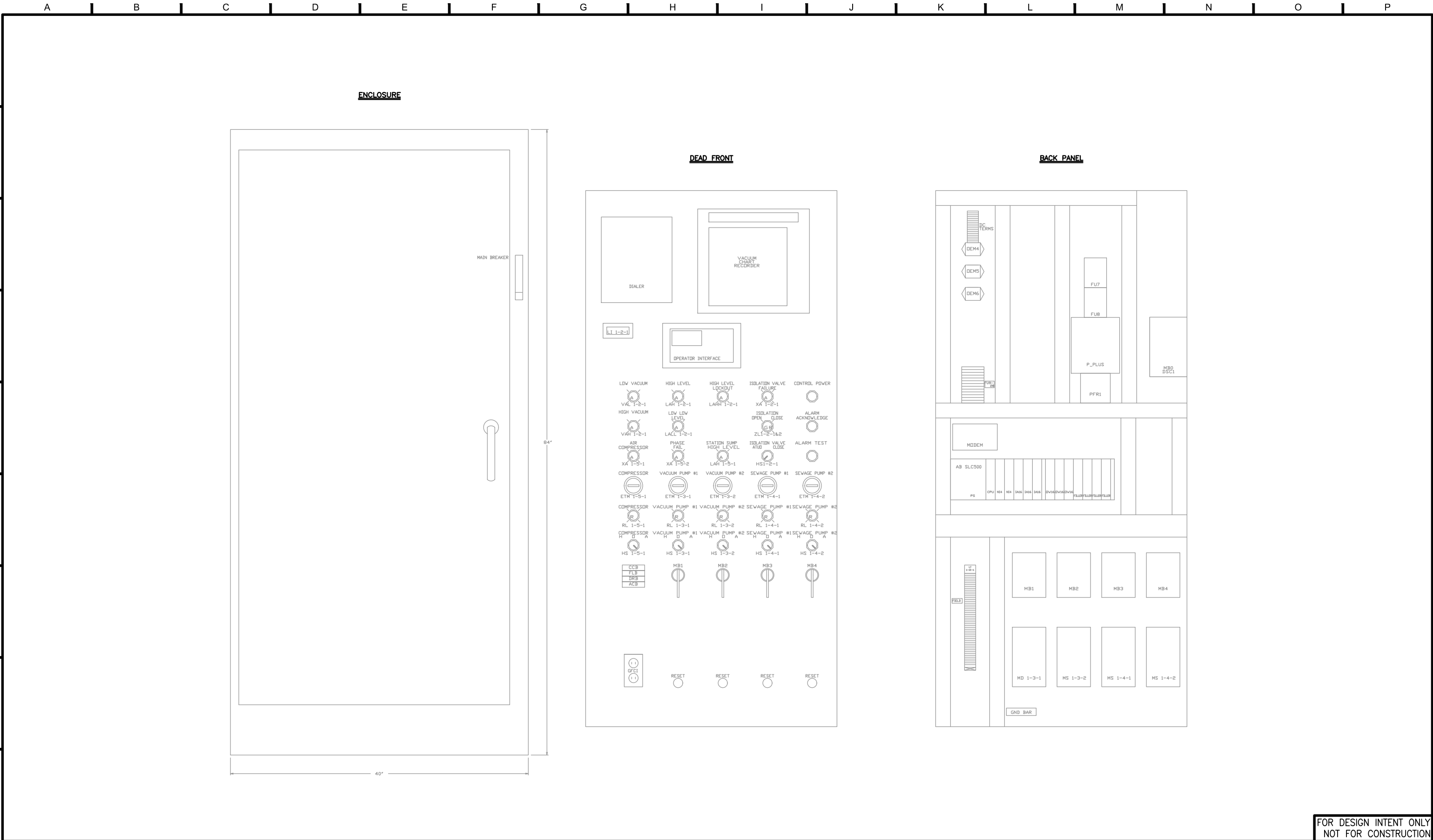
SCADA SYSTEM IMPROVEMENTS

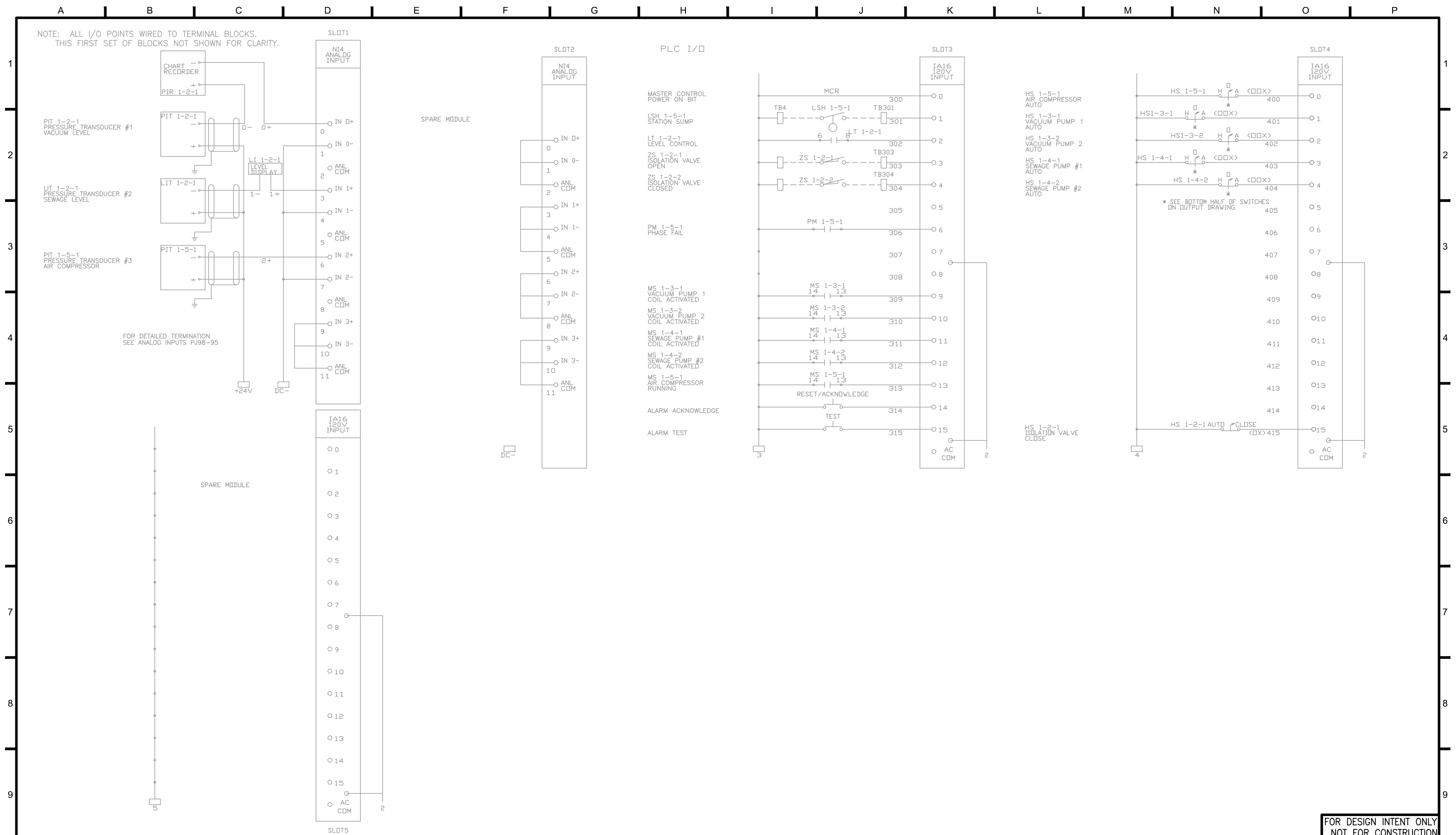
STANDARD RTU FOR DUPLEX
WASTEWATER PUMP STATION

DWG NO. E-30
PROJ. NO. 400-068.01
DATE JULY 5, 2017



ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D,K,HAMMANN	VERIFY SCALE																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								</
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FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION

 ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D,K,HAMMANN	VERIFY SCALE																		DWG NO. E-35
	DR: R,PAEZ																			PROJ. NO. 400-068.01
	CHK: D,K,HAMMANN	BAR IS ONE INCH ON ORIGINAL DRAWING.																		DATE JULY 5, 2017
	APVD: D,A,ECKLER	ADJUST SCALES AS NECESSARY.	No.	DATE	REVISIONS	BY	APVD	CONSULTANT	DOUGLAS K. HAMMANN, P.E. FL #50589	VILLAGE OF PALM SPRINGS SCADA SYSTEM IMPROVEMENTS	MARILYN DRIVE VACUUM STATION CONTROL PANEL REFERENCE (SHEET 3)									



DSGN:	D,K,HAMMANN
DR:	R,PAEZ
CHK:	D,K,HAMMANN
APVD:	D,A,ECKLER

VERIFY SCALE  BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FL #50589

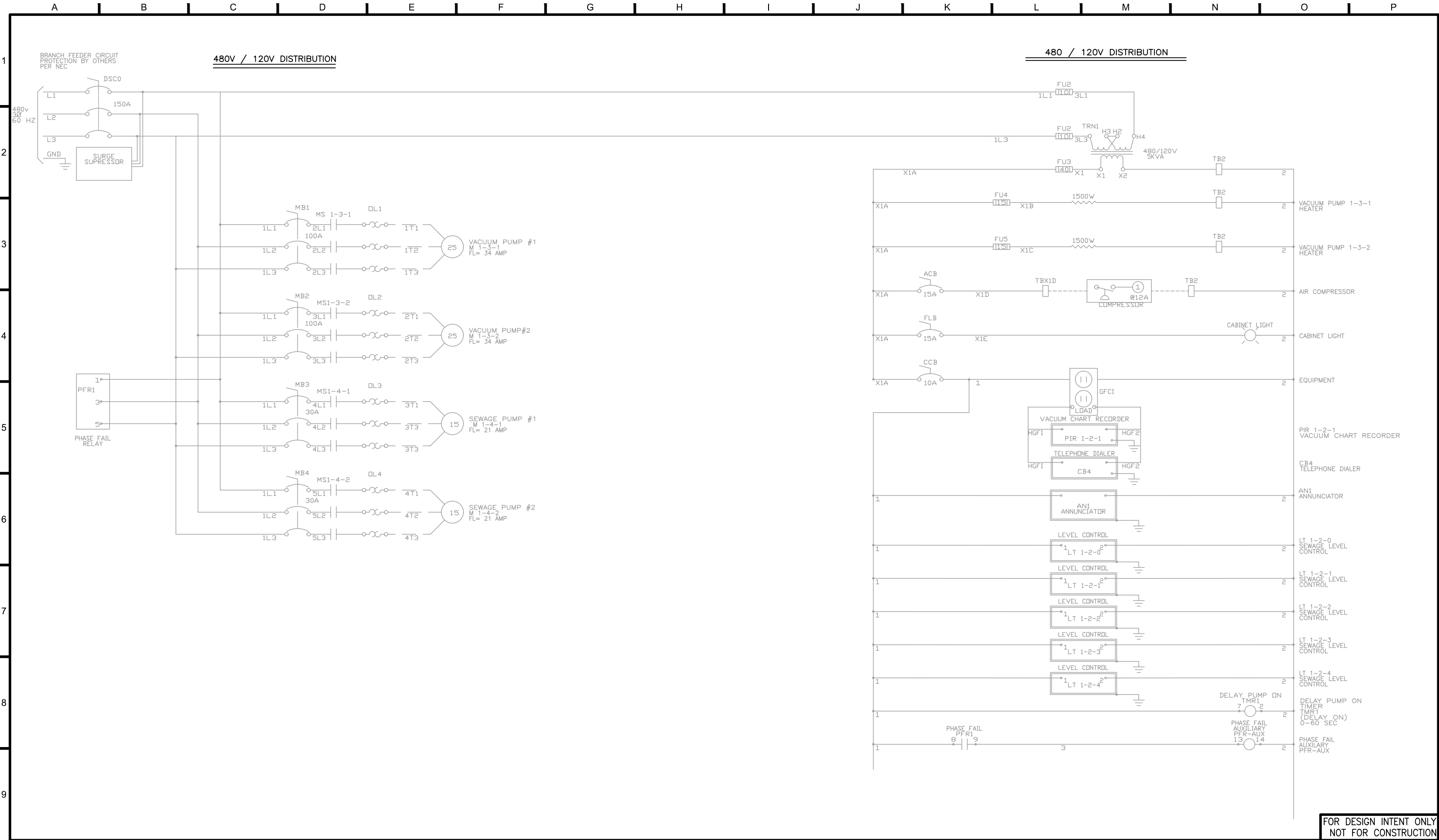
SCADA SYSTEM IMPROVEMENTS

YMCA VACUUM STATION
CONTROL PANEL REFERENCE
(SHEET 1)

DWG NO.	E-37
PROJ. NO.	400-068.01
DATE	JULY 5, 2017

File name: C:\Civil 3D Projects\400-068.01 SCADA System Improvements\01_Working\400-068.01_E37.dwg; Plotted @: 7/5/2017 10:58:08 AM; Scale multiplier: 0.5; Printed by: Matheus Siqueira; Milestone: RFP DOCUMENTS-2017R-004

RFP DOCUMENTS



ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: R.PAEZ
CHK: D.K.HAMMANN
APVD: D.A.ECKLER

VERIFY SCALE
1"
BAR IS ONE INCH ON
ORIGINAL DRAWING.
ADJUST SCALES
AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

CONSULTANT

DOUGLAS K. HAMMANN, P.E.
FL #50589

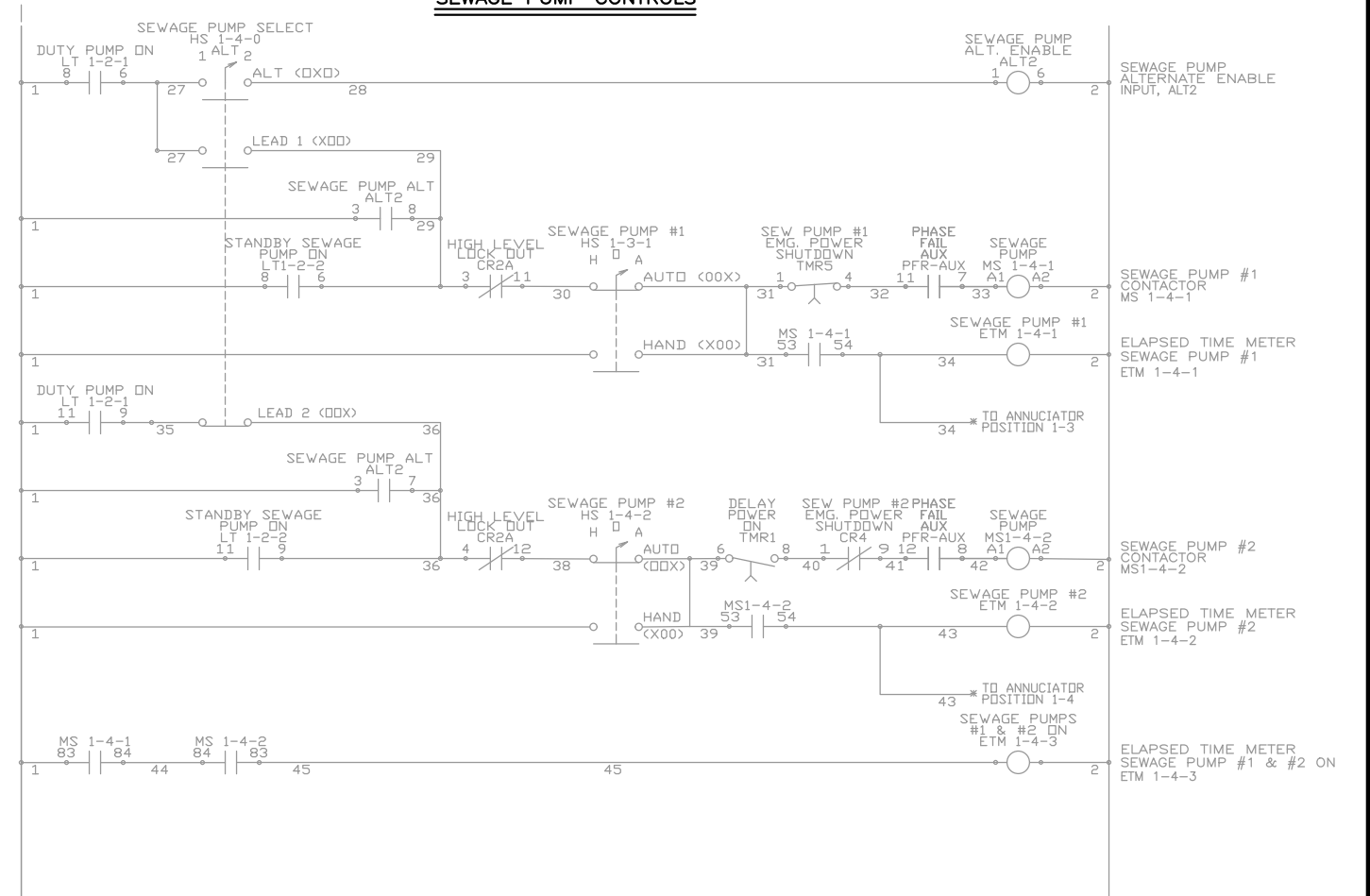
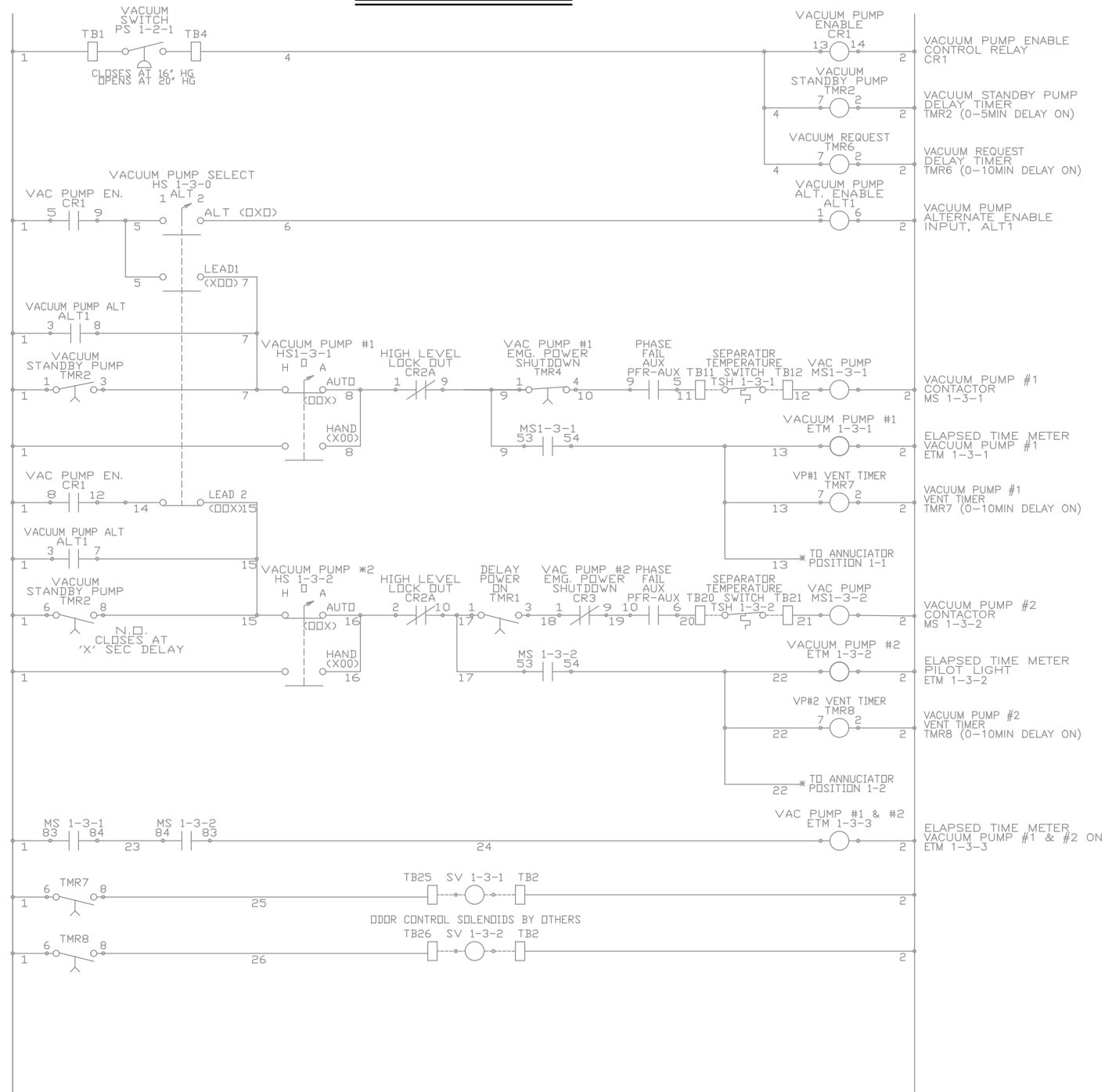
VILLAGE OF PALM SPRINGS

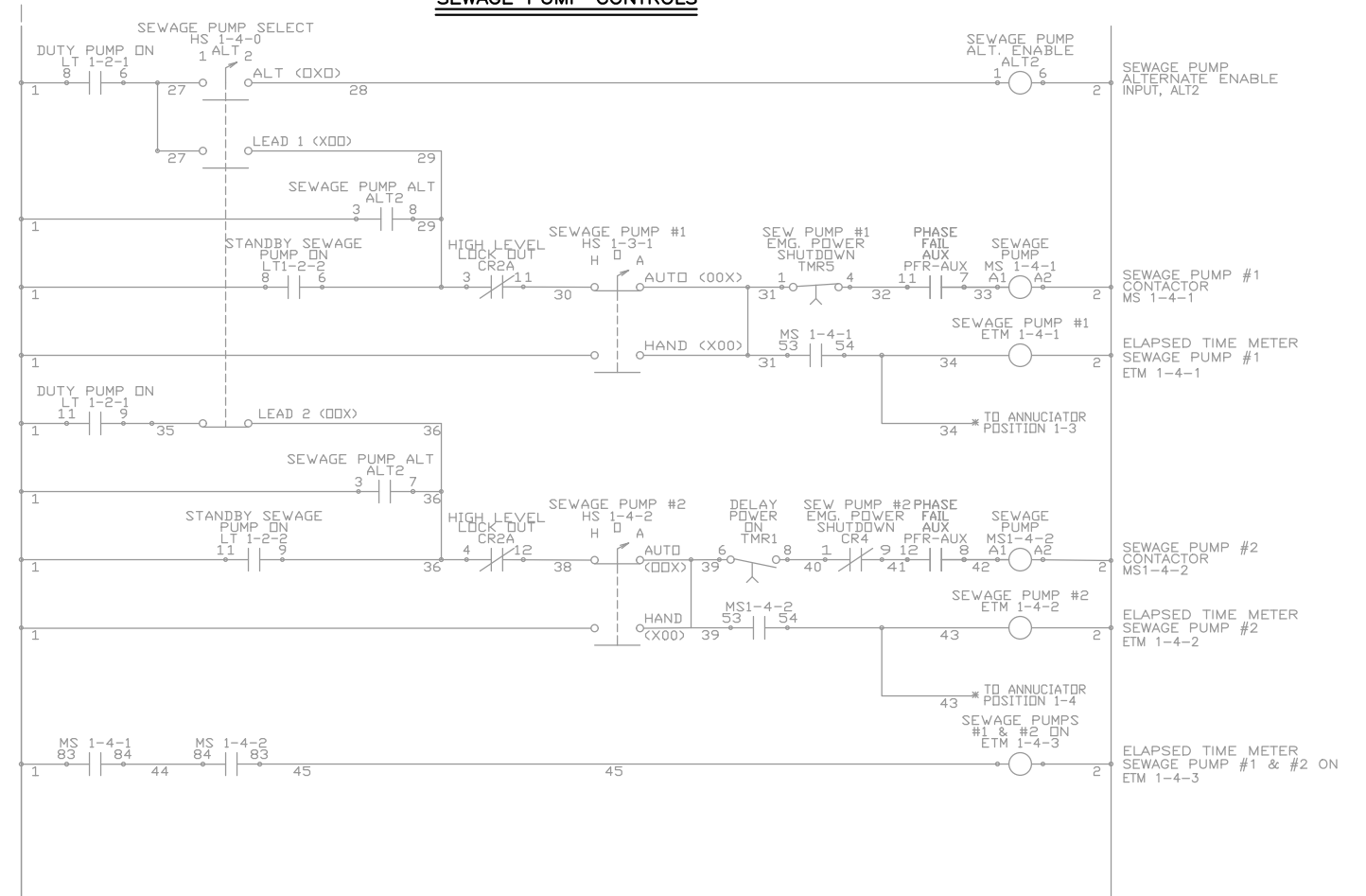
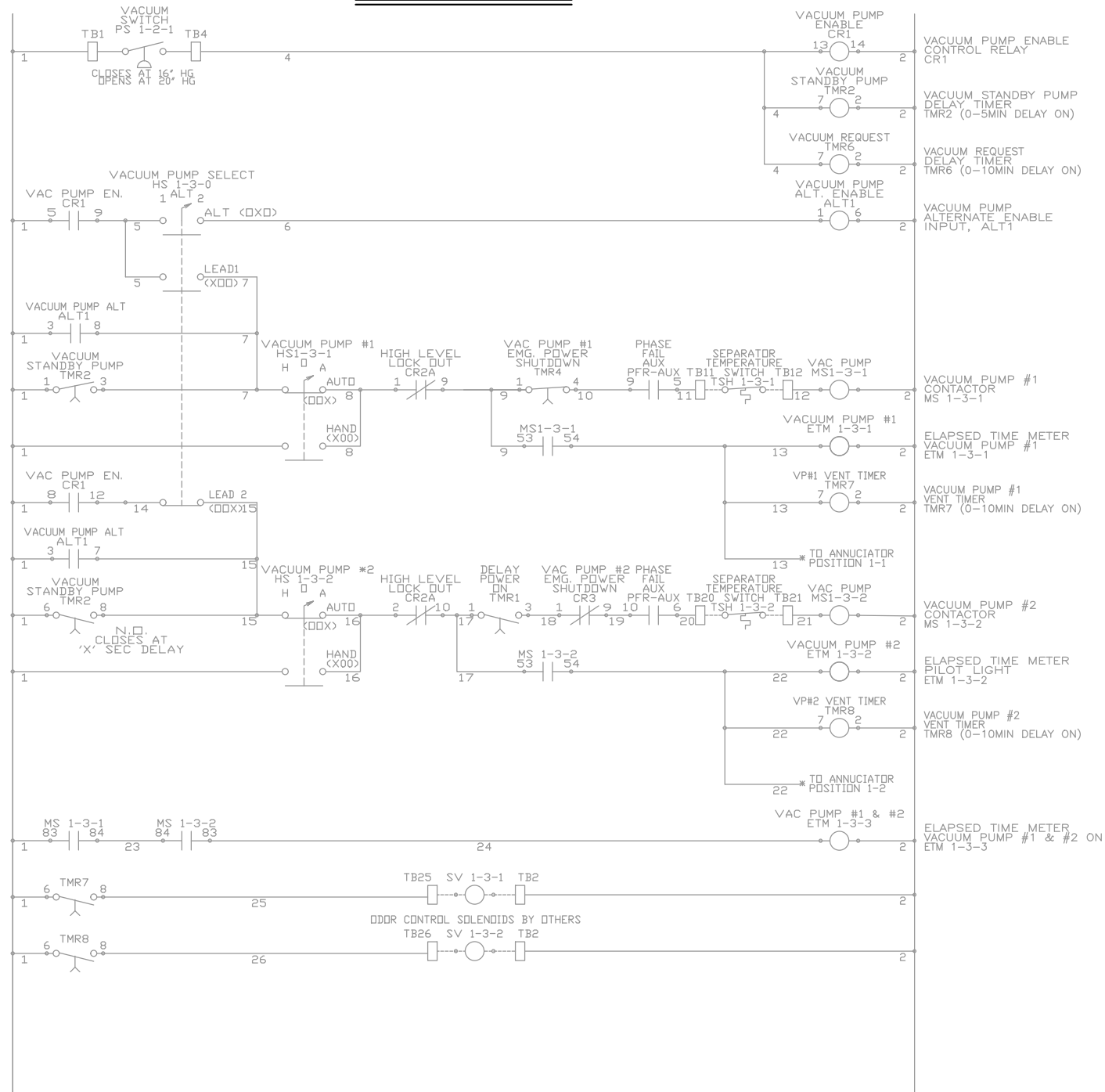
SCADA SYSTEM IMPROVEMENTS

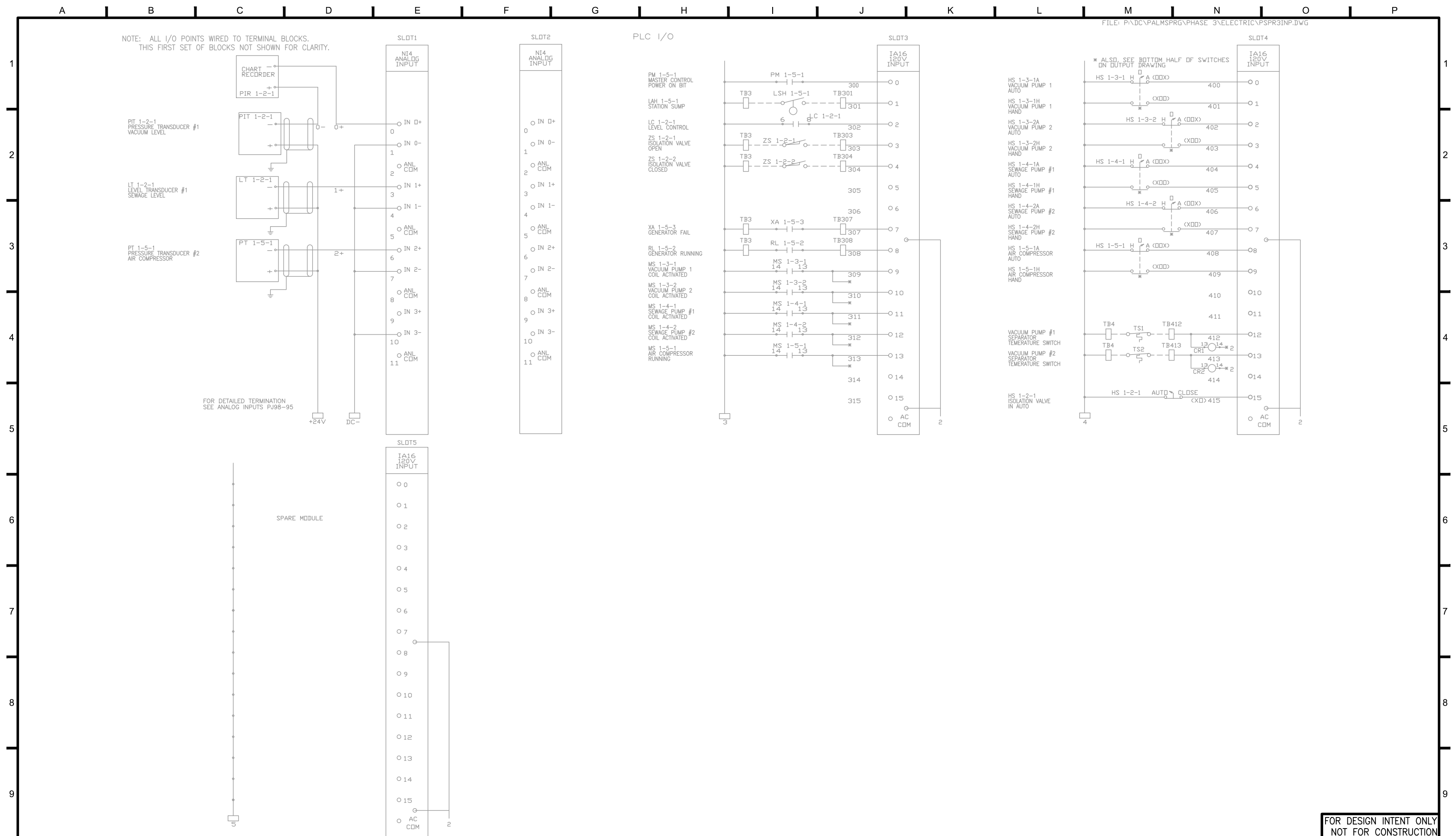
YMCA VACUUM STATION CONTROL PANEL REFERENCE (SHEET 2)

FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION

DWG NO. E-38
PROJ. NO. 400-068.01
DATE JULY 5, 2017







FOR DESIGN INTENT ONLY
NOT FOR CONSTRUCTION

 ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D,K,HAMMANN	VERIFY SCALE																	DWG NO. E-43
	DR: R,PAEZ																		PROJ. NO. 400-068.01
	CHK: D,K,HAMMANN	BAR IS ONE INCH ON ORIGINAL DRAWING.																	DATE JULY 5, 2017
	APVD: D,A,ECKLER	ADJUST SCALES AS NECESSARY.	No.	DATE	REVISIONS	BY	APVD	CONSULTANT	DOUGLAS K. HAMMANN, P.E. FL #50589	VILLAGE OF PALM SPRINGS SCADA SYSTEM IMPROVEMENTS	KIRK RD & 10TH AVE NORTH VACUUM STATION CONTROL PANEL REFERENCE (SHEET 3)								

PUMP STATION NAME	PUMP STATION TYPE	M1/M2 MOTOR SIZE (HP)	VOLTAGE/ PHASE	MIN. POWER WIRE (SIZE)	MIN. CONTROL WIRE (SIZE)	AUXILIARY BREAKERS (POLE/AMPS)					POWER SERVICE BREAKERS (POLE/AMPS)		GR GENERATOR RECEPTACLE (MODEL#/AMPS)	MB1/MB2 (POLE/AMPS)	MS1/MS2 (NEMA SIZE-MIN. SIZE 1)	INTERRUPTING RATING FOR BREAKERS (AIC)	
						CCB1	DRB	CCB2	RTU	AUX	MCB	ECB					
WATERSIDE PS-33	SUB	10	240/3Ø	SIZE PER REQUIREMENTS OF UL 698A, UL 508A AND NEC	16	1P-15	1P-20	1P-15	1P-20	1P-20	3P-100	3P-100	RUSSEL STOLL JR SB 1044 FR/100A	3P-60	SIZE PER REQUIREMENTS OF UL 698A, UL 508A AND NEC	22000	

NOTES

1) NOTIFY ENGINEER OF ANY DISCREPANCIES.

2) PADLOCK SHALL BE PROVIDED BY OWNER.

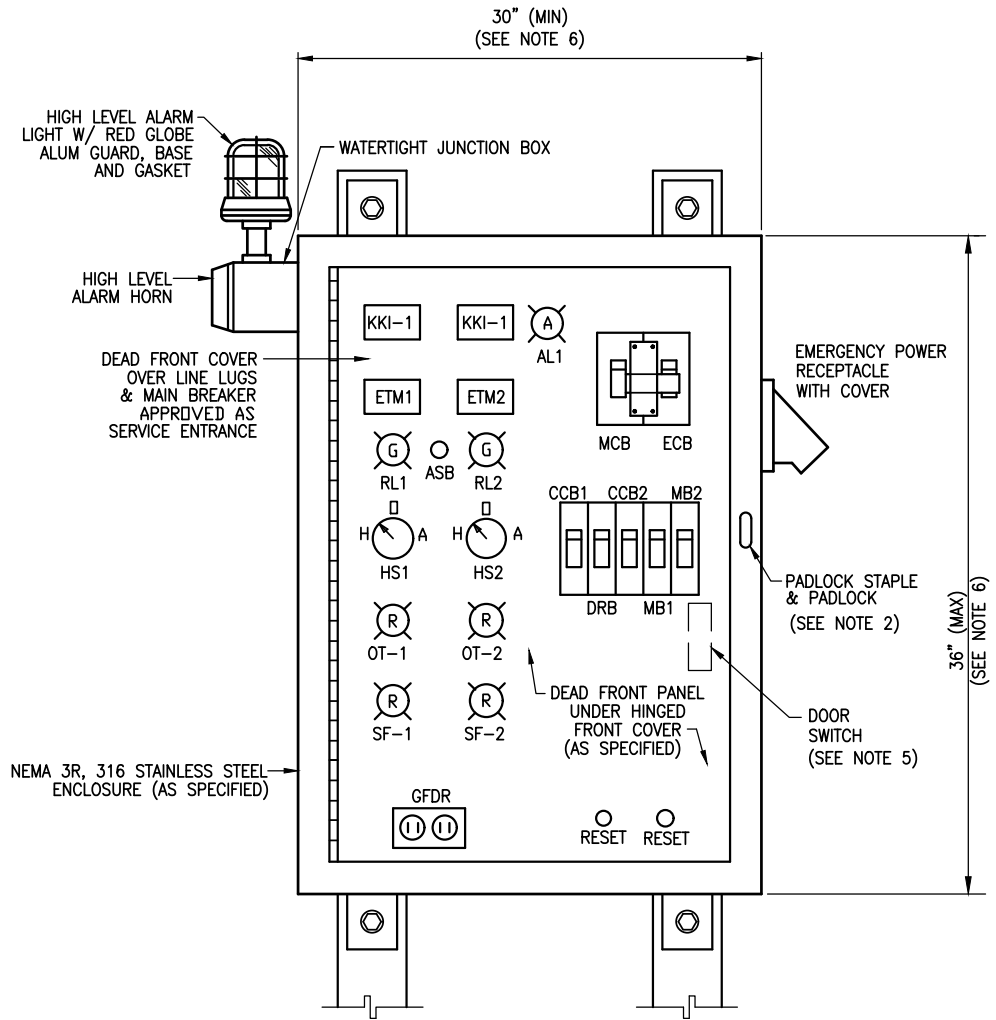
3) SEE SPECIFICATION SECTION 13700-PROCESS INSTRUMENTATION AND CONTROLS.

4) PROVIDE ALL PILOT DEVICES AND OTHER DEAD FRONT ACCESSIBLE COMPONENTS PER CONTROL PANEL SCHEMATICS.

5) DOOR SWITCH ACTUATES WHEN OUTER DOOR IS OPEN.

NOTES

- 1) NOTIFY ENGINEER OF ANY DISCREPANCIES.
- 2) PADLOCK SHALL BE PROVIDED BY OWNER.
- 3) SEE SPECIFICATION SECTION 13700--PROCESS INSTRUMENTATION AND CONTROLS.
- 4) PROVIDE ALL PILOT DEVICES AND OTHER DEAD FRONT ACCESSIBLE COMPONENTS PER CONTROL PANEL SCHEMATICS.
- 5) DOOR SWITCH ACTUATES WHEN OUTER DOOR IS OPEN.
- 6) PANEL DIMENSIONS SHALL BE PROVIDED TO MEET UL REQUIREMENTS.



CONTROL PANEL FRONT ELEVATION

N.T.S.

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: R.PAEZ
CHK: D.K.HAMMANN
APVD: D.A.ECKLER

VERIFY SCALE



BAR IS ONE INCH ON
ORIGINAL DRAWING.
ADJUST SCALES
AS NECESSARY.

No.	DATE	REVISIONS	BY	APVD

[illegible]

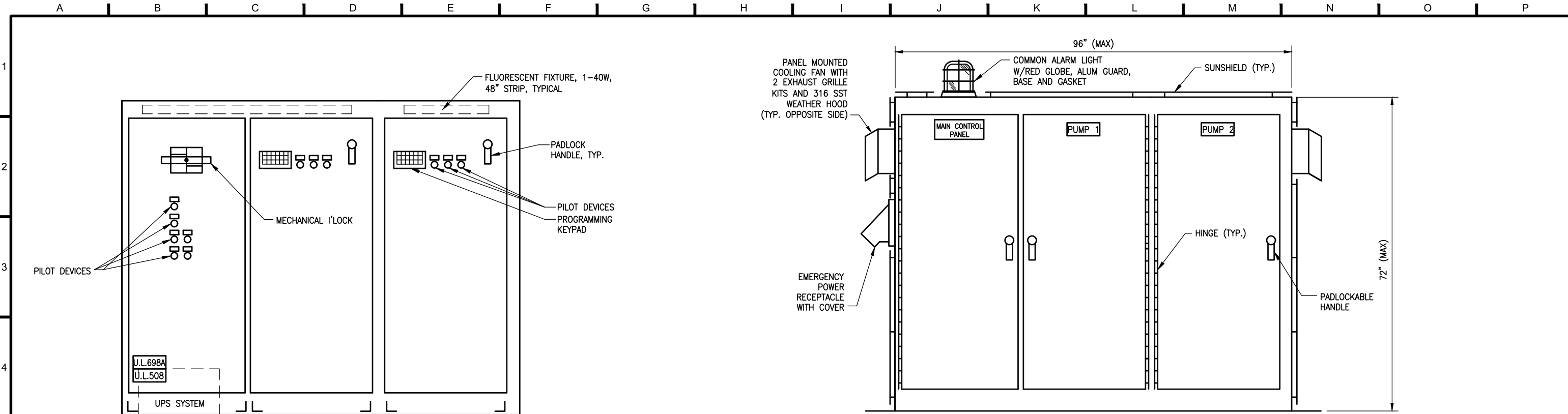
DOUGLAS K. HAMMANN, P.E.
FL #50589

VILLAGE OF PALM SPRINGS

SCADA SYSTEM IMPROVEMENTS

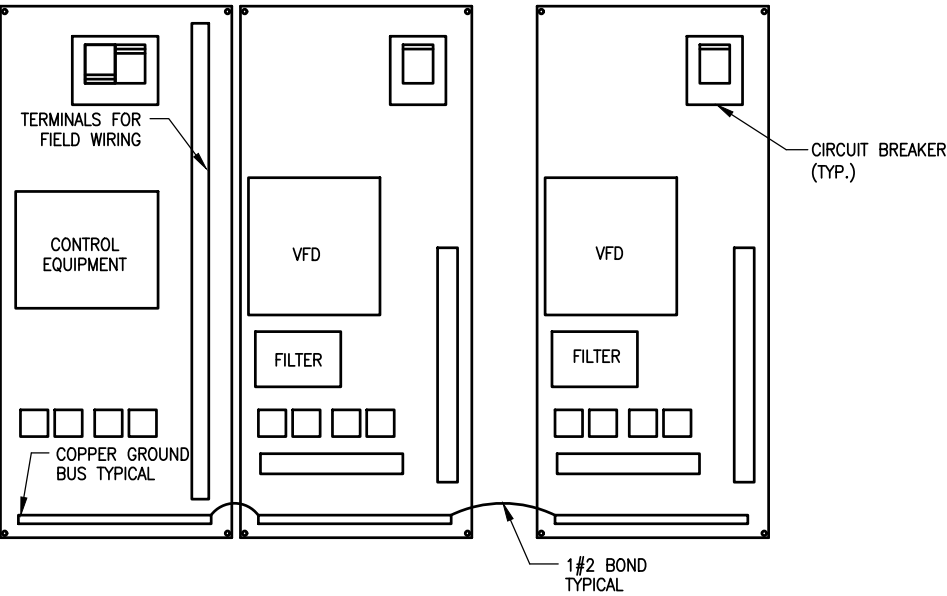
CONTROL PANEL SCHEDULE ELEVATION

DWG NO.	E-45
PROJ. NO.	400-068.01
DATE	JULY 5, 2017



CONTROL PANEL – DEAD FRONT VIEW
NTS

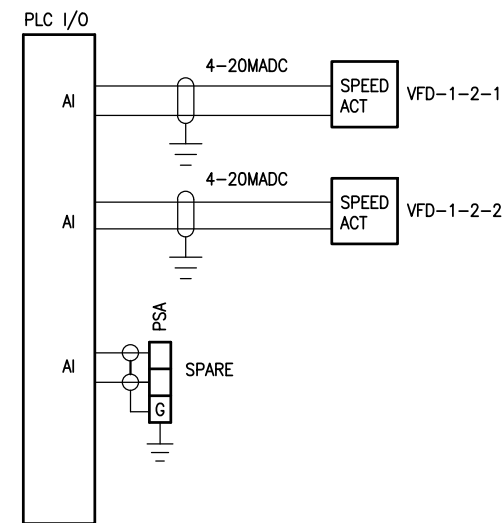
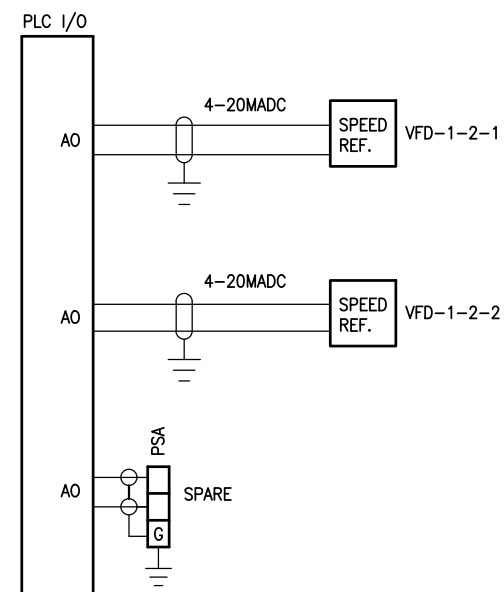
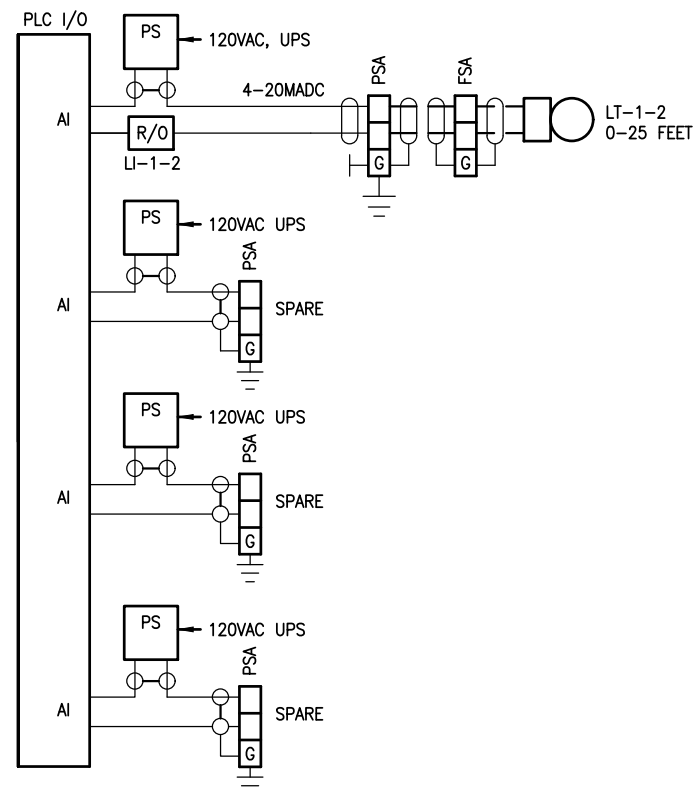
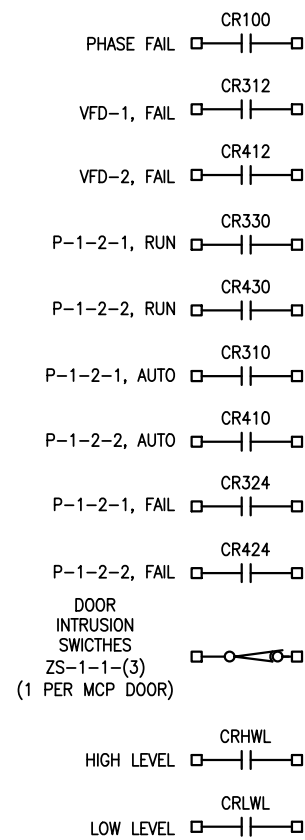
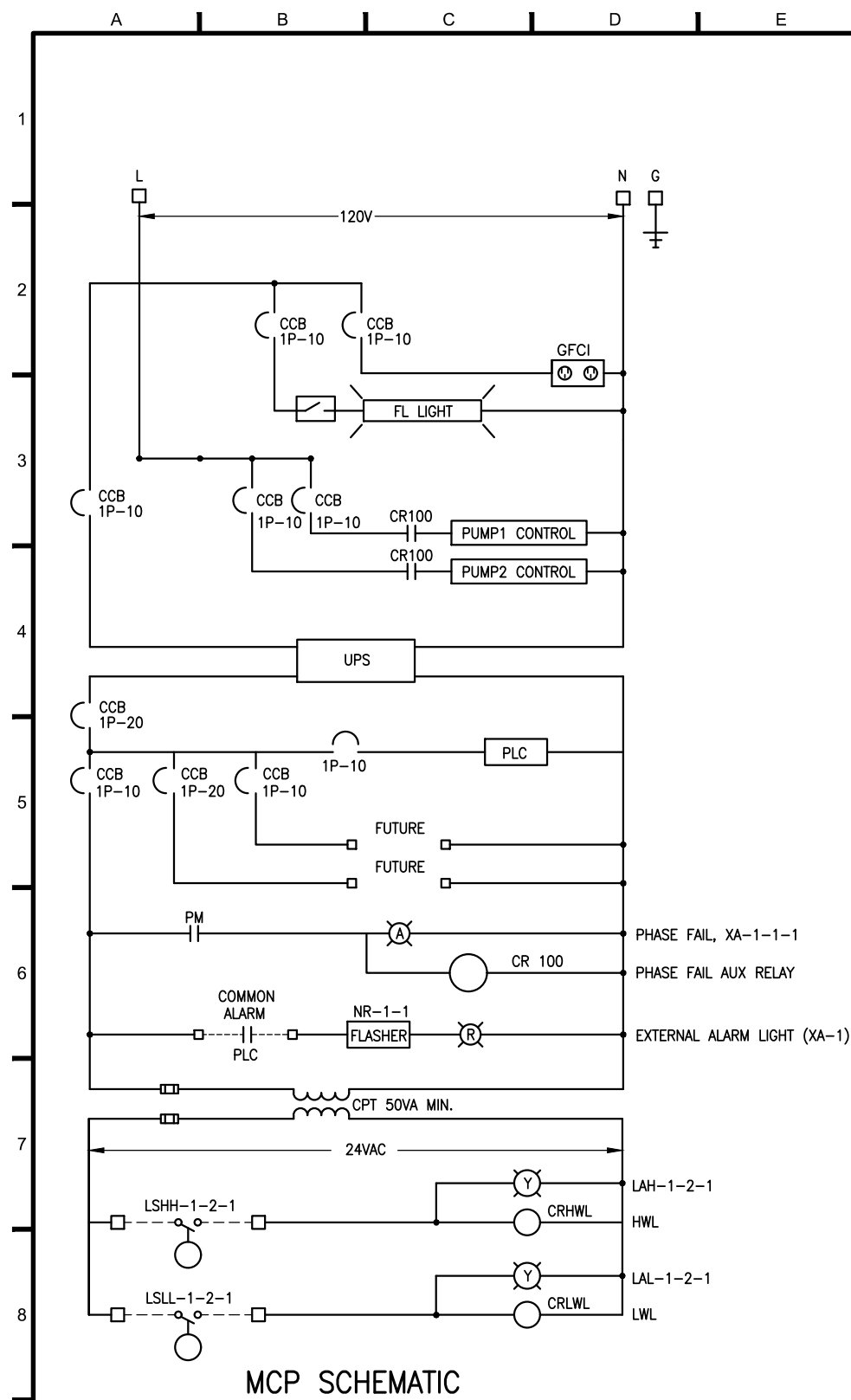
CONTROL PANEL – ELEVATION VIEW
NTS

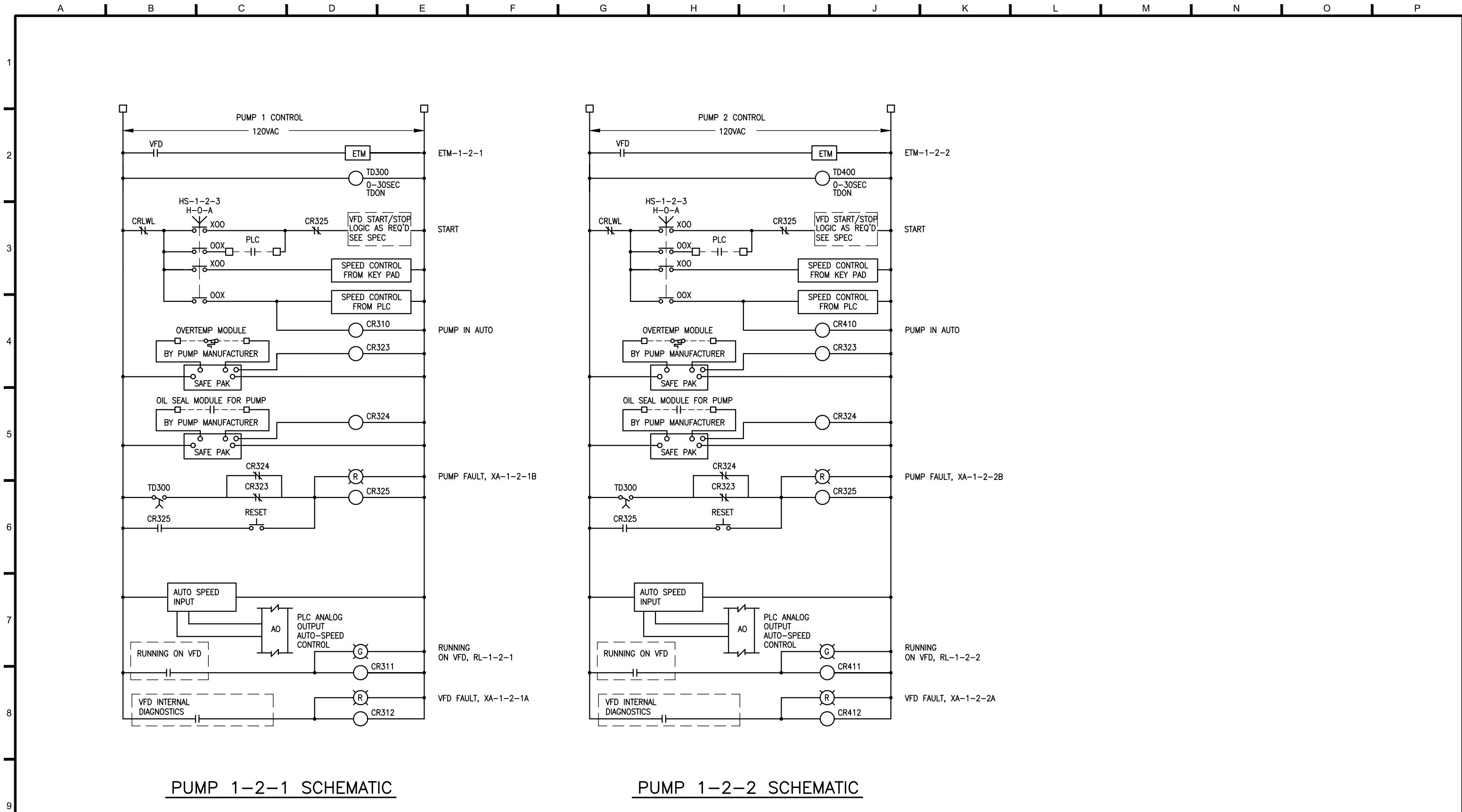


CONTROL PANEL SUBPLATE
NTS

- NOTES**
- 1) SEE SPECIFICATIONS SECTION 13700–PROCESS INSTRUMENTATION AND CONTROLS, AND SECTION 13720–VARIABLE FREQUENCY DRIVES.

ECKLER ENGINEERING, INC. 4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067 (954) 510-4700 - FAX (954) 755-2741 CA No. 7803	DSGN: D,K,HAMMANN	VERIFY SCALE																DWG NO.	E-47
	DR: R,PAEZ	1"																PROJ. NO.	400-068.01
	CHK: D,K,HAMMANN	BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.																DATE	JULY 5, 2017
	APVD: D,A,ECKLER		No.	DATE	REVISIONS	BY	APVD	CONSULTANT	DOUGLAS K. HAMMANN, P.E. FL #50589	VILLAGE OF PALM SPRINGS	SCADA SYSTEM IMPROVEMENTS	DUPLEX VFD PANEL (SHEET 1)							





PUMP 1-2-1 SCHEMATIC

PUMP 1-2-2 SCHEMATIC

ECKLER ENGINEERING, INC.
4700 RIVERSIDE DRIVE, SUITE 110 - CORAL SPRINGS, FL 33067
(954) 510-4700 - FAX (954) 755-2741
CA No. 7803

DSGN: D.K.HAMMANN
DR: R.PAEZ
CHK: D.K.HAMMANN
APVD: D.A.ECKLER

VERIFY SCALE
1" = 1'
BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

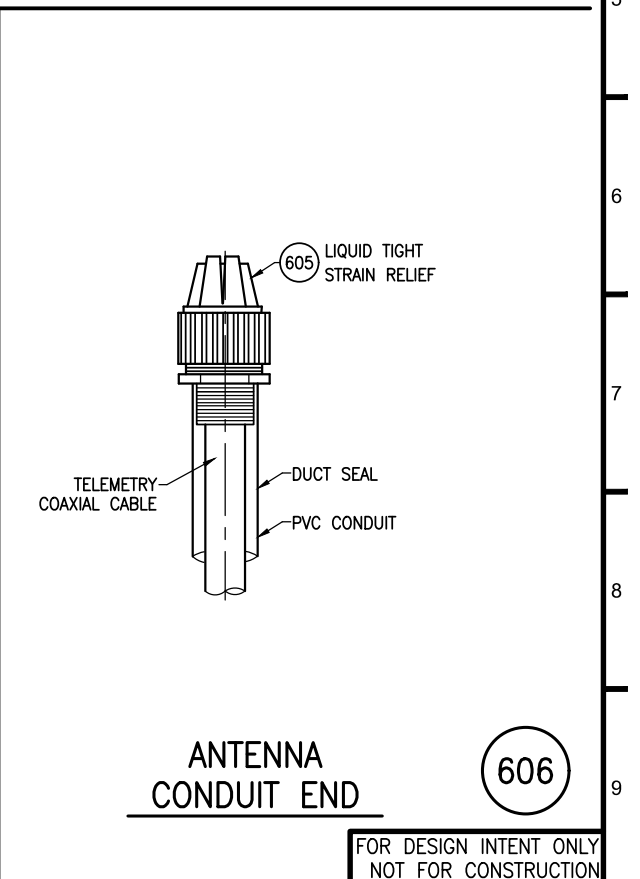
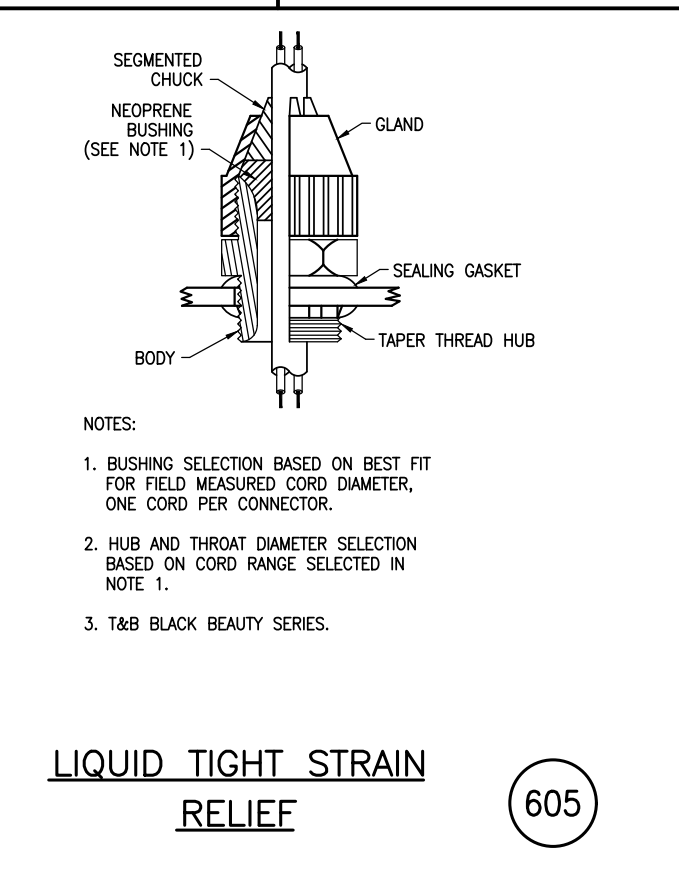
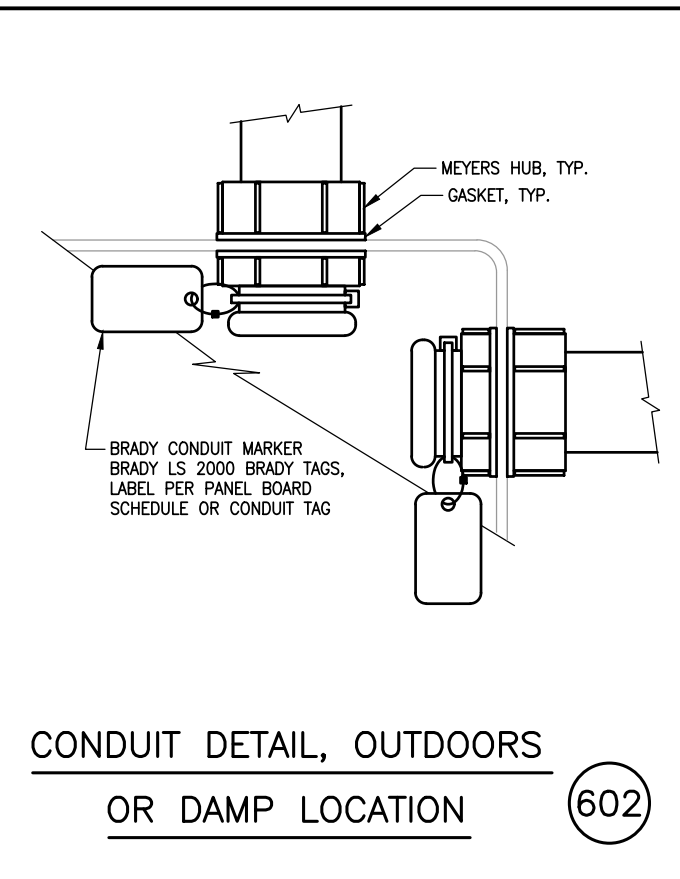
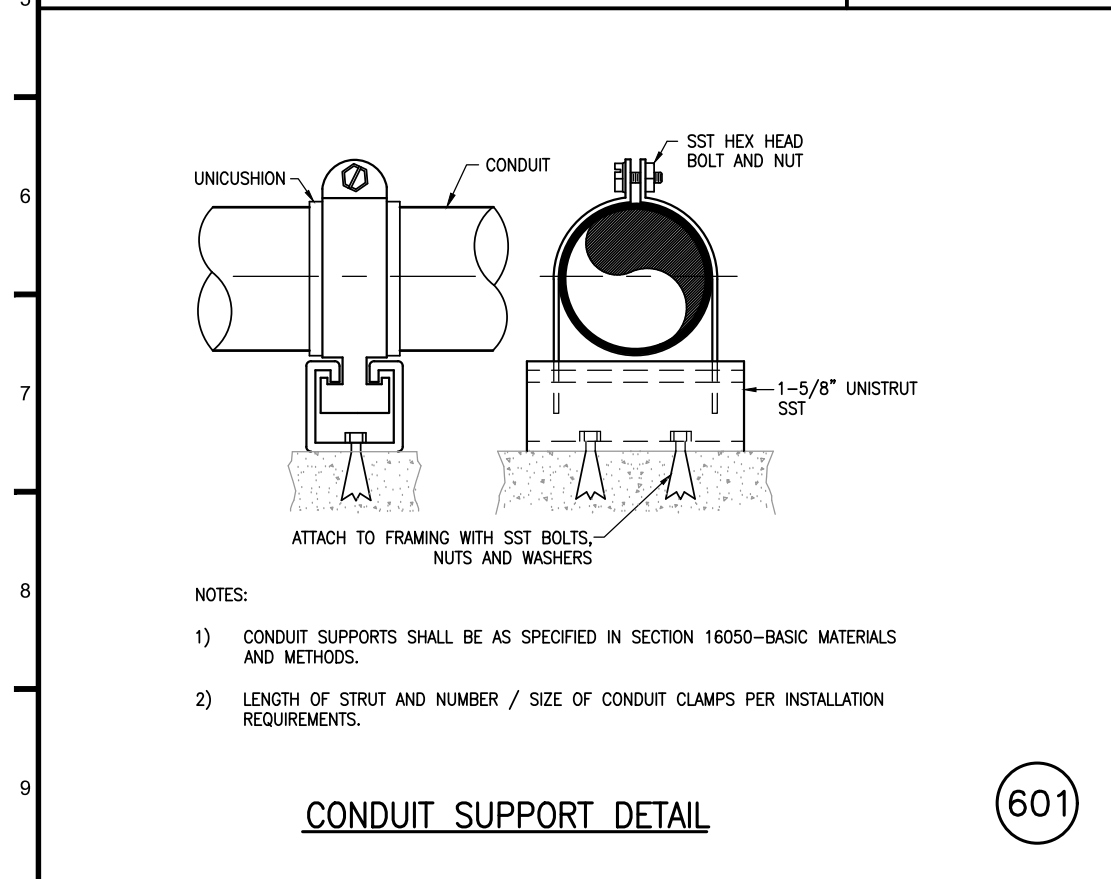
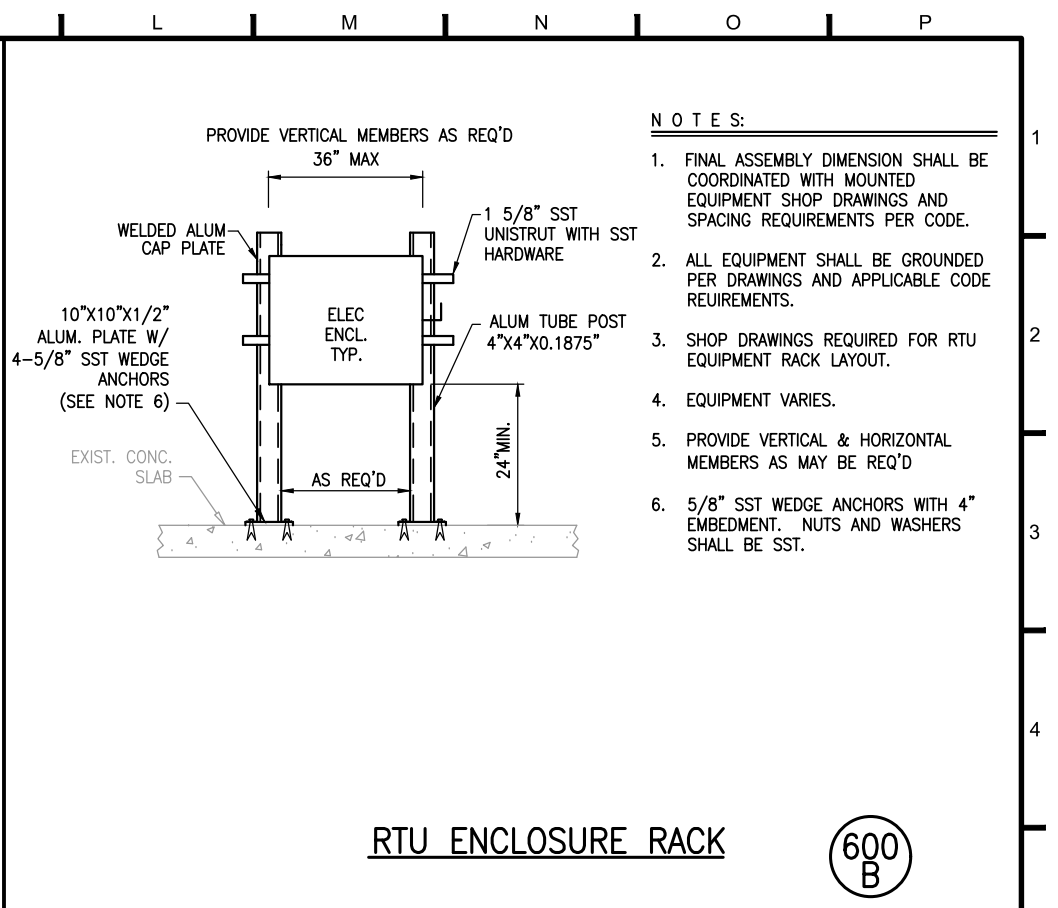
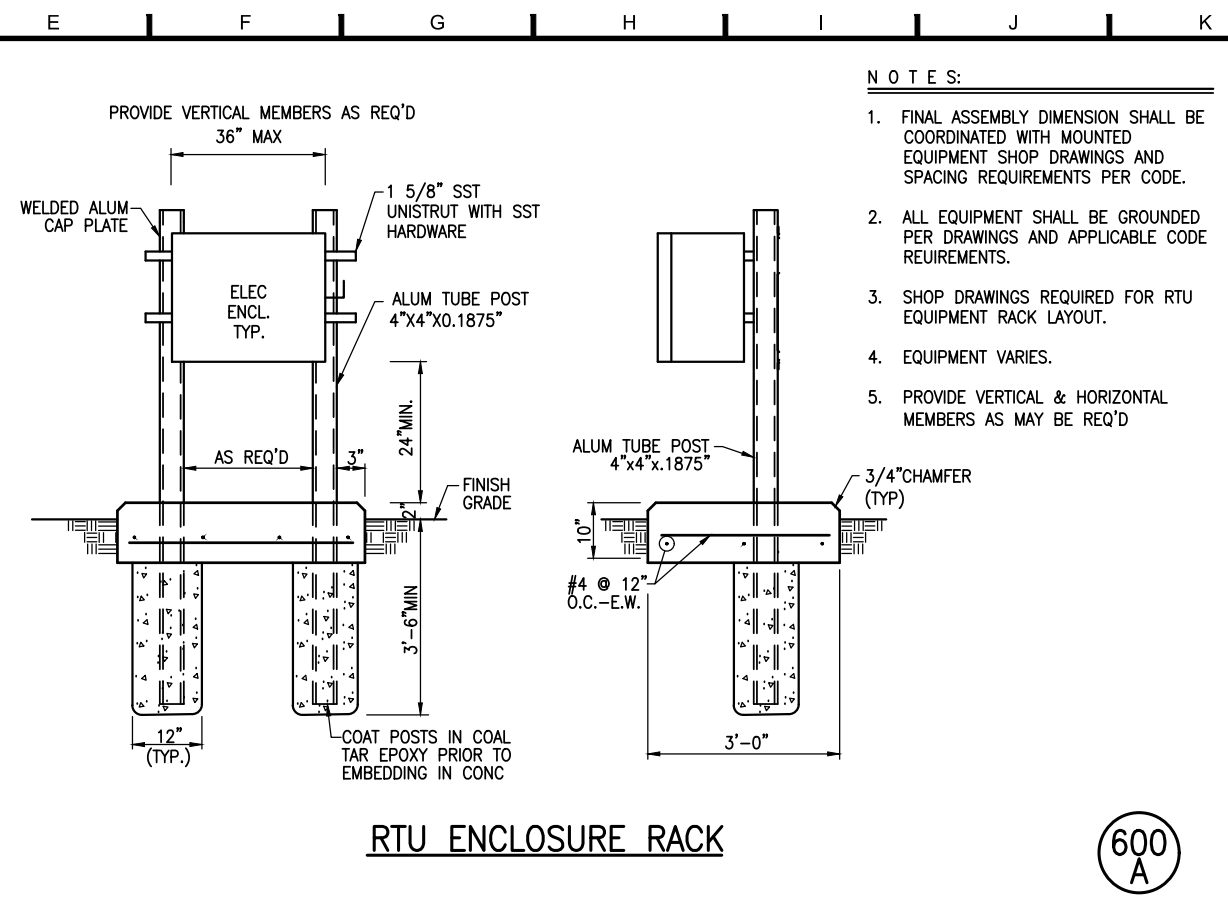
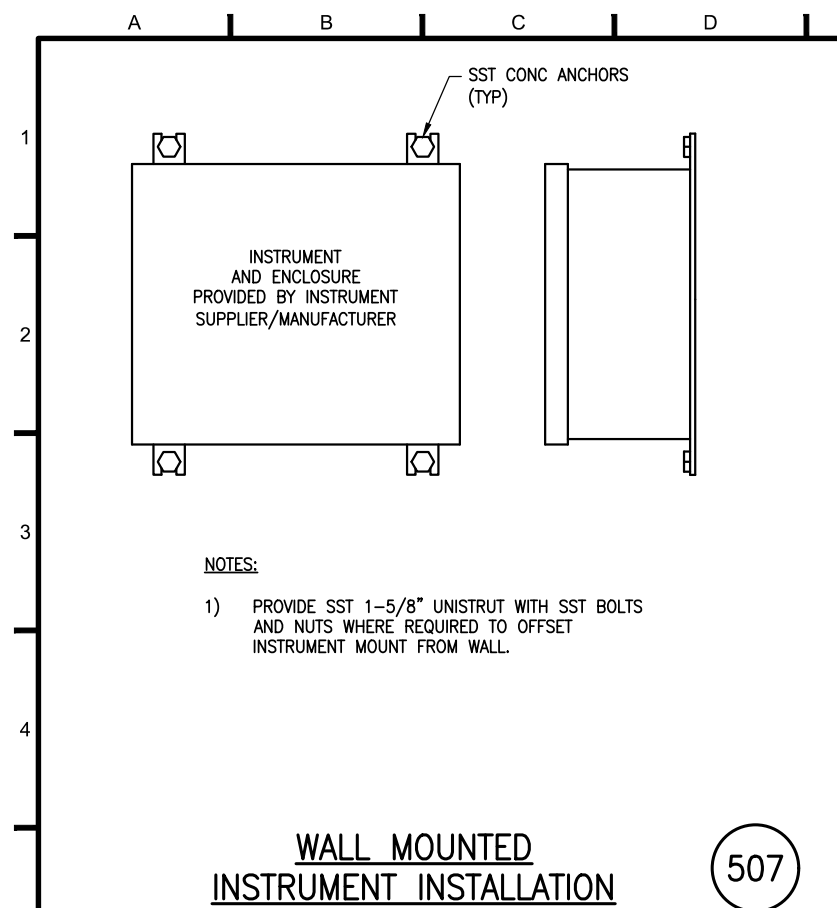
No.	DATE	REVISIONS	BY	APVD	CONSULTANT
					DOUGLAS K. HAMMANN, P.E. FL #50589

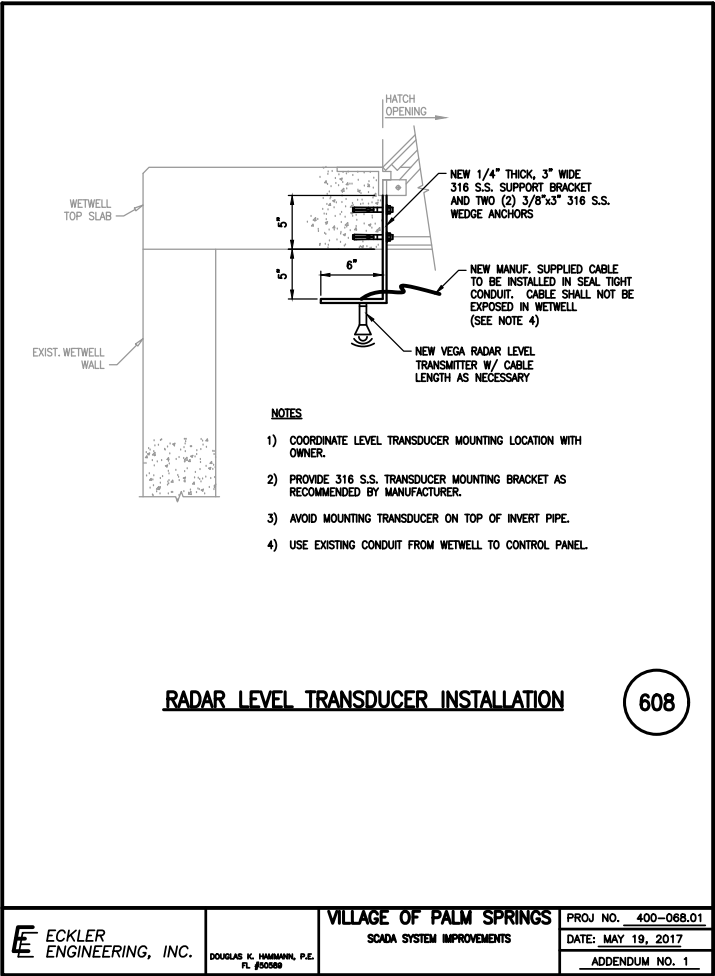
VILLAGE OF PALM SPRINGS

SCADA SYSTEM IMPROVEMENTS

DUPLEX VFD PANEL (SHEET 4)

DWG NO. E-50
PROJ. NO. 400-068.01
DATE JULY 5, 2017





SECTION 00311

PROPOSAL FORM

PROJECT IDENTIFICATION

Project Name: SCADA System Improvements

ENGINEER's Project Number: 400-068.01

VILLAGE RFP No.: 2017R-004

Project Dated: July 5, 2017

THIS PROPOSAL IS SUBMITTED TO:

OWNER: Village of Palm Springs

Address: 226 Cypress Lane, Palm Springs, FL 33461

PROPOSER

Name: ENGINEER SERVICE CORPORATION

Address: PO BOX 23511 JACKSONVILLE FLORIDA 32223

NAME OF PERSON TO CONTACT FOR ADDITIONAL INFORMATION ON THIS PROPOSAL

Name: KELLY ATKINS

Telephone Number: 904-268-0482

DATE: 7/27/17

1. PROPOSER accepts all of the terms and conditions of the Advertisement or Request for Proposal and Instructions to Proposers. This Bid will remain subject to acceptance for ninety (90) days after the opening. PROPOSER will sign and submit the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
2. In submitting this Bid, PROPOSER represents, as more fully set forth in the Agreement, that:
 - A. PROPOSER has examined copies of all the Contract Documents and of the following Addenda (receipt of all which is hereby acknowledged):

Date	Number
	N/A

- B. PROPOSER has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and Laws and Regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
- C. PROPOSER has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise may affect the cost, progress, performance or furnishing of the Work as PROPOSER considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by PROPOSER for such purposes.
- D. PROPOSER has reviewed and checked all information and data shown or indicated by the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data in respect of said Underground Facilities are or will be required by PROPOSER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.02 of the GENERAL CONDITIONS.
- E. PROPOSER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- F. PROPOSER has given ENGINEER written notice of all conflicts, errors or discrepancies that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to PROPOSER.
- G. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to submit a false or sham Bid; PROPOSER has not solicited or induced any person, firm or corporation to refrain from bidding; and PROPOSER has not sought by collusion to obtain for itself any advantage over any other Bidding or over OWNER.
3. PROPOSER agrees that the Project will be substantially complete and ready for final payment per the specified time frames.

PROPOSER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time as to indemnification, as to insurance, and as to all other duties and responsibilities of the PROPOSER in the Contract Documents.

4. PROPOSER agrees that all Federal, State and local sales and use taxes are included in the stated bid prices for the Work.
5. UNIT COST BID

PROPOSER agrees to accept as full payment for the work proposed under this project as specified herein these Contract documents, based upon the

undersigned's own estimate of quantities and costs, the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. The BIDDER agrees that the unit prices represent a true measure of the labor and materials required to perform the work, including insurance and bond (Payment and Performance) premiums, overhead and profit for each type and unit of work called for in these Contract Documents.

6. UNIT PRICE BASE BID BREAKDOWN

ITEM	DESCRIPTION	TOTAL COST
1	Design, furnish and install SCADA system improvements for Marilyn Drive Vacuum Station (VAC1), complete.	\$ 22,850.00
2	Design, furnish and install SCADA system improvements for YMCA Vacuum Station (VAC2), complete.	\$ 28,000.00
3	Design, furnish and install SCADA system improvements for Kirk Road/10th Avenue Vacuum Station (VAC3), complete.	\$ 25,250.00
4	Design, furnish and install SCADA system improvements for Cresthaven I Pump Station (PS-09), complete.	\$ 21,000.00
5	Design, furnish and install SCADA system improvements for Waterview Front Pump Station (PS-38), complete.	\$ 26,650.00
6	Design, furnish and install SCADA system improvements for Waterview Back Pump Station (PS-37), complete.	\$ 28,500.00
7	Design, furnish and install SCADA system improvements for Target Pump Station (PS-17), complete.	\$ 25,850.00
8	Design, furnish and install SCADA system improvements for Shadetree Pump Station (PS-22), complete.	\$ 26,000.00
9	Design, furnish and install SCADA system improvements for AutoCare Pump Station (PS-03), complete.	\$ 26,250.00
10	Design, furnish and install SCADA system improvements for Lake Arbor Pump Station (PS-29), complete.	\$ 26,250.00
11	Design, furnish and install SCADA system improvements for McDonald's Pump Station (PS-35), complete.	\$ 26,700.00
12	Design, furnish and install new SCADA node, HMI at Utilities Maintenance Building.	\$ 32,000.00
TOTAL DESIGN/BUILD BID (Items 1 to 12)		\$ 315,300.00

THREE HUNDRED FIFTEEN THOUSAND THREE HUNDRED

dollars

and NO cents \$ 315,300.00

(Amount written in words has precedence.)

7. BID BREAKDOWN FOR ALTERNATIVE ITEMS

The following item(s) shall be bid separate from the Total Unit Price Base Bid Amount above. See Specification Section 01010 - Summary of Work.

ITEM	DESCRIPTION	TOTAL COST
1A	Design, furnish and complete removal/replace- ment of existing control panel at Cresthaven PS-09 with duplex VFD panel, complete.	\$ 89,000.00
2A	Design, furnish and install SCADA system im- provements for 2400 Kirk Road Pump Station (PS-49), complete.	\$ 23,500.00
3A	Design, furnish and install SCADA system im- provements for Beech and Ardell Pump Station (PS-42), complete.	\$ 26,000.00
4A	Design, furnish and install SCADA system im- provements for Lakewood Pump Station (PS-52), complete.	\$ 25,000.00
5A	Design, furnish and install SCADA system im- provements for St. Luke's Pump Station (PS- 28), complete.	\$ 29,500.00
6A	Design, furnish and install SCADA system im- provements for Washington Mutual Pump Station (PS-34), complete.	\$ 27,000.00
7A	Design, furnish and install SCADA system im- provements for Palm Springs Apartments Pump Station (PS-56), complete.	\$ 27,000.00
8A	Design, furnish and install SCADA system im- provements for Lakeside Pump Station (PS-41), complete.	\$ 27,500.00
9A	Design, furnish and install SCADA system im- provements for Reo Lane Pump Station (PS-48), complete.	\$ 27,000.00
10A	Design, furnish and install SCADA system im- provements for Waterside Pump Station (PS-33), complete.	\$ 44,500.00
11A	Design, furnish and install SCADA system im- provements for Little Cresthaven Pump Station (PS-10), complete.	\$ 27,000.00
12A	Design, furnish and install SCADA system im- provements for Ida Way Pump Station (PS-16), complete.	\$ 27,000.00
13A	Design, furnish and install SCADA system im- provements for Preston Square Pump Station (PS-TBD), complete.	\$ 28,000.00

8. If PROPOSER is:

An Individual

By _____ (SEAL)
(Individual's Name) (Signature)
doing business as _____
Business address: _____

Phone No.: _____

A Partnership

By _____ (SEAL)
(Firm Name)
(General Partner Name) (Signature)
Business address: _____

Phone No.: _____

A Corporation

By ENGINEER SERVICE CORPORATION
(Corporation Name)
FLORIDA
(State of Incorporation)
By _____ (SEAL)
(Authorized Signature)
A.C. ATKINS PRESIDENT
(Name of Person Authorized to Sign and Title)
(Corporate Seal)
Attest CHARLENE ATKINS *Charlene Atkins*
(Secretary)
Business address: 2950 HALCYON LANE UNIT 601 JACKSONVILLE FLORIDA 32223

Phone No.: 904-268-0482

A Joint Venture

By _____
(Name)

(Address)
By _____
(Name)

(Address)

(Each joint venturer must sign. The manner for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above).

END OF SECTION



Office of the Village Manager

August 2, 2017

To: Kim Wynn, Village Clerk

From: Richard J. Reade, Village Manager 

Subject: Employee Committee Members – SCADA System Improvements – RFP #2017R-004

Due to a conflict with attending the upcoming Employee Committee meeting to evaluate all of the received proposals for the proposed SCADA System Improvements – RFP #2017R-004 – and provide a recommendation that will be brought to the Village Council for consideration (expected during the August 10th Council meeting), I am revising the previously appointed Committee to include the following staff members:

- . Matt Hammond
- . Orlando Guzman
- . David Harden - Chair
- . Rebecca Morse
- . Brent Watson

Also, please note that each Committee Member will be responsible for evaluating each proposal (utilizing a scoring sheet developed by the Chair) in accordance with their determined evaluation criteria that were included within the RFP as well as to follow the Cone of Silence requirement as outlined within the RFP (See Below). Further, from this point forward, please advise each selected Committee Member that they may not have any communications with each other regarding this item outside of a duly noticed public meeting as provided within the state's Sunshine Law.

22.1.4 CONE OF SILENCE

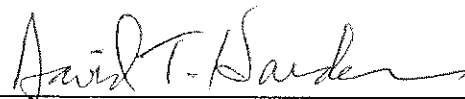
In accordance with the Palm Beach County Lobbyist Registration Ordinance and the VILLAGE's procurement code, the VILLAGE's procurement cone of silence will be in effect as of the deadline to submit a response to this Request for Proposal. A complete copy of the VILLAGE's procurement code is available online at <http://municode.com> under the VILLAGE's code of ordinances (Section 58-5). All Bidders are highly encouraged to review the same. In summary, the cone of silence prohibits communication between certain VILLAGE officials, employees and agents and any entity or person seeking to be awarded a contract (including lobbyists and potential subcontractors). The cone of silence terminates at the time of award, rejection of all responses or some other action by the VILLAGE to end the selection process.

RFP No. 2017R-004

SCADA System Improvements

Staff Ranking of Respondents

Name of Firm	David Harden	Matt Hammond	Brent Watson	Rebecca Morse	Orlando Guzman	Total
Electron Corporation of S. Florida	60	82	90	75	89	396
Engineer Service Corporation	97	95	97	97	97	483
Santis Corporation	77	80	87	69	82	395



David T. Harden
Committee Chair

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Santis Engineering, Inc.

D/B CONTACT INFORMATION:

Brian Moorhead

7011 N. Atlantic Avenue, Suite 101

Cape Canaveral, FL 32920

(321)868-6340

bmoorhead@santisengineering.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
N/A	✓	✓	✓	✓	✓	✓	✓	✓	\$342,906

Notes:
1. Abbreviations:
X = Necessary documents were submitted NR = Not Received N/A = Not Applicable

Evaluation Committee Member:

Matthew Hammond
[Signature] 8/4/17
Signature Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	20
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	2
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	15
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	10
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	5
14.2.6 Project Cost Proposal 30 points	28
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points $\left(\frac{315,300}{342,900}\right) \times 30$ Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	80

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Electron Corp. of South FL

D/B CONTACT INFORMATION:

Al Laessig

127 Renaissance Circle

Jupiter, FL 33458

(561)744-1388

alaessig@aol.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
N/A	✓	✓	✓	✓	✓	✓	✓	✓	\$332,382

Notes:

1. Abbreviations:
X = Necessary documents were submitted NR = Not Received N/A = Not Applicable

Evaluation Committee Member:

Matthew Hammond

MAH
Signature

8/4/17
Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	20
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	4
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	20
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	10
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	0
14.2.6 Project Cost Proposal 30 points	28
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: $(315,300 \div 332,462) \times 30$ Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 + \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 + \$28,000 (20 points) = 21 points	
TOTAL SCORE	82

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Engineer Service Corporation

D/B CONTACT INFORMATION:

Richard Gregg

2950 Halcyon Lane

Jacksonville, FL 32223

(904)613-6178

rgregg@escscada.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
N/A	✓	✓	✓	✓	✓	✓	✓	✓	\$315,300

Notes:
1. Abbreviations:
X = Necessary documents were submitted NR = Not Received N/A = Not Applicable

Evaluation Committee Member:

Matthew Hammond

MAA

Signature

8/4/17

Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	20
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	2
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	20
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	8
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	15
14.2.6 Project Cost Proposal 30 points	30
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 + \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 + \$28,000 (20 points) = 21 points	
TOTAL SCORE	95

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Engineer Service Corporation

D/B CONTACT INFORMATION:

Richard Gregg

2950 Halcyon Lane

Jacksonville, FL 32223

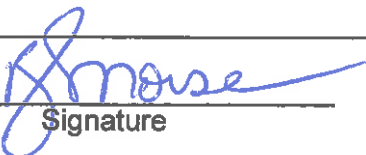
(904)613-6178

rgregg@escscada.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
N/A	X	X	X	X	X	X	X	X	\$315,300
Notes: 1. Abbreviations: X = Necessary documents were submitted NR = Not Received N/A = Not Applicable									

Evaluation Committee Member:


Signature

8/4/17
Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	434rs 20 PBCWWD TOPB & VPS
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	2
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	20
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	10
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	15
14.2.6 Project Cost Proposal 30 points	30
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	99

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Santis Engineering, Inc.

D/B CONTACT INFORMATION:

Brian Moorhead

7011 N. Atlantic Avenue, Suite 101

Cape Canaveral, FL 32920

(321)868-6340

bmoorhead@santisengineering.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
	X	X	X	X	X	X	X	X	\$342,906

Notes:
1. Abbreviations:
X = Necessary documents were submitted NR = Not Received N/A = Not Applicable

Evaluation Committee Member:

B. Moorehead
Signature 8/4/17
Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	19.95 max 15
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	2
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	0
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	10
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	15
14.2.6 Project Cost Proposal 30 points	27.6
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	69.6

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Electron Corp. of South FL

D/B CONTACT INFORMATION:

Al Laessig

127 Renaissance Circle

Jupiter, FL 33458

(561)744-1388

alaessig@aol.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
	X	X	X	X	X	X	X	X	\$ 332,382

Notes:

1. Abbreviations:

X = Necessary documents were submitted NR = Not Received N/A = Not Applicable

Evaluation Committee Member:

Al Laessig 8/4/17
Signature Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	24.95 18
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	4
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	0
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	10
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	15
14.2.6 Project Cost Proposal 30 points	28.4
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	75.4

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Engineer Service Corporation

D/B CONTACT INFORMATION:

Richard Gregg

2950 Halcyon Lane

Jacksonville, FL 32223

(904)613-6178

rgregg@escscada.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
NA	X	X	X	X	X	X	X	X	

Notes:
1. Abbreviations:
X = Necessary documents were submitted NR = Not Received N/A = Not Applicable

Evaluation Committee Member:

Brent Watson

Brent Watson
Signature

8/4/17
Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	20
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	2
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	20
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	10
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	15
14.2.6 Project Cost Proposal 30 points	30
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	97

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Electron Corp. of South FL

D/B CONTACT INFORMATION:

Al Laessig

127 Renaissance Circle

Jupiter, FL 33458

(561)744-1388

alaessig@aol.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
NA	X	X	X	X	X	X	X	X	

Notes:
1. Abbreviations:
X = Necessary documents were submitted NR = Not Received N/A = Not Applicable

Evaluation Committee Member:

Brent Watson

Brent Watson
Signature

8/4/17
Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	18
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	4
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	18
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	7
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	15
14.2.6 Project Cost Proposal 30 points	28
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	90

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Santis Engineering, Inc.

D/B CONTACT INFORMATION:

Brian Moorhead

7011 N. Atlantic Avenue, Suite 101

Cape Canaveral, FL 32920

(321)868-6340

bmoorhead@santisengineering.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
NA	X	X	X	X	X	X	X	X	
Notes: 1. Abbreviations: X = Necessary documents were submitted NR = Not Received N/A = Not Applicable									

Evaluation Committee Member:

Signature

Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	20
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	2
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	12 15
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	8
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	15
14.2.6 Project Cost Proposal 30 points	27
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	84 97

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Electron Corp. of South FL

D/B CONTACT INFORMATION:

Al Laessig

127 Renaissance Circle

Jupiter, FL 33458

(561)744-1388

alaessig@aol.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
N/A	✓	✓	✓	✓	✓	✓	✓	✓	89
Notes: 1. Abbreviations: X = Necessary documents were submitted NR = Not Received N/A = Not Applicable									

Evaluation Committee Member:

Orlando Guzman
 8/4/17
Signature Date

Local/CC controllers

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	18
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	4
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	18
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	could not find specific project done by company 6
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	15
14.2.6 Project Cost Proposal 30 points	28
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	89

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Santis Engineering, Inc.

D/B CONTACT INFORMATION:

Brian Moorhead

7011 N. Atlantic Avenue, Suite 101

Cape Canaveral, FL 32920

(321)868-6340

bmoorhead@santisengineering.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
N/A	X	X	X	X	X	X	X	X	82

Notes:
1. Abbreviations:
X = Necessary documents were submitted NR = Not Received N/A = Not Applicable

Evaluation Committee Member:

Orlando Guzman


Signature

8/4/17
Date

* I like that all there panel are made in house / they work with our program.

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	20
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	2
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	12
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	8
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	15
14.2.6 Project Cost Proposal 30 points	27
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	82

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Engineer Service Corporation

D/B CONTACT INFORMATION:

Richard Gregg

2950 Halcyon Lane

Jacksonville, FL 32223

(904)613-6178

rgregg@escscada.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
N/A	✓	✓	✓	✓	✓	✓	✓	✓	97
<u>Notes:</u> 1. Abbreviations: X = Necessary documents were submitted NR = Not Received N/A = Not Applicable									

Evaluation Committee Member:

Orlando Guzman
Orlando Guzman
Signature
8/4/17
Date

Has worked with the village/cc controllers / This is the program that we are currently using at the water plant.

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	20
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	2
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	20
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	10
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	15
14.2.6 Project Cost Proposal 30 points	30
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	97

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Engineer Service Corporation

D/B CONTACT INFORMATION:

Richard Gregg

2950 Halcyon Lane

Jacksonville, FL 32223

(904)613-6178

rgregg@escscada.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum	00301	00305	00311	00320	00410	00415	00420	00425	Amount
<u>N/A</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>\$315,300</u>

Notes:

1. Abbreviations:
X = Necessary documents were submitted NR = Not Received N/A = Not Applicable

Evaluation Committee Member:

David T. Park
Signature

8/2/17
Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	20
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	2
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	20
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	10
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	15
14.2.6 Project Cost Proposal 30 points	30
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	97

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B): Santis Engineering, Inc.

D/B CONTACT INFORMATION:

Brian Moorhead

7011 N. Atlantic Avenue, Suite 101

Cape Canaveral, FL 32920

(321)868-6340

bmoorhead@santisengineering.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
X	✓	✓	✓	✓	✓	✓	✓	✓	\$342,906.00

Notes:
1. Abbreviations:
X = Necessary documents were submitted NR = Not Received N/A = Not Applicable

Evaluation Committee Member: _____

Basil T. Parker
Signature

8/2/17
Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	18
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	2
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	10 15
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	5
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	3 was 31st 34th 10
14.2.6 Project Cost Proposal 30 points	27
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = \$20,000 ÷ \$25,000 (20 points) = 24 points Firm C = \$28,000 Firm C = \$20,000 ÷ \$28,000 (20 points) = 21 points	
TOTAL SCORE	72 77

DESIGN/BUILDER PROPOSAL EVALUATION

PROJECT: SCADA System Improvements

PROJECT NO.: 400-068.01

RFP NO.: 2017R-003

GENERAL INFORMATION

DESIGN/BUILDER (D/B):

Electron Corp. of South FL

D/B CONTACT INFORMATION:

Al Laessig

127 Renaissance Circle

Jupiter, FL 33458

(561)744-1388

alaessig@aol.com

SUBMITTAL DOCUMENTS CHECKLIST:

Addendum 1	00301	00305	00311	00320	00410	00415	00420	00425	Amount
	✓	✓	✓	✓	✓	✓	✓	✓	\$ 332,382

Notes:
1. Abbreviations:
X = Necessary documents were submitted NR = Not Received N/A = Not Applicable

Evaluation Committee Member:

David T. Harden
Signature

8/2/17
Date

EVALUATION OF PROPOSAL

Criteria	Score
14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points	18
14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-12, local preference. 5 points	4
14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points	10
14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points	0
14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points	Not on project 0
14.2.6 Project Cost Proposal 30 points	28
Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows: Firm A = \$20,000 (low proposal) = 30 points Firm B = \$25,000 Firm B = $\\$20,000 \div \\$25,000$ (20 points) = 24 points Firm C = \$28,000 Firm C = $\\$20,000 \div \\$28,000$ (20 points) = 21 points	28
TOTAL SCORE	60

Memo

To: Richard Reade, Village Manager
From: David Harden, Public Service Director *DGH*
cc:
Date: August 4, 2017
Re: Award of SCADA System Improvements Proposal

On July 6, 2017, the Village posted on DemandStar and advertised in the Lake Worth Herald an RFP for SCADA System Improvements. In response, we received three proposals which were opened on July 28, 2017. Proposals received were from Electron Corporation of South Florida of Jupiter, Florida, Engineer Service Corporation of Jacksonville, Florida, and Santis Corporation of Cape Canaveral, Florida.

An Evaluation Committee was formed to review the submitted proposals and recommend an award to the Village Council. That Committee met today at 11:00 AM. Having reviewed the proposals, the committee determined, based on the evaluation criteria attached, that the proposal submitted by Engineer Service Corporation was the best, most responsive proposal of the three received. The committee members were unanimous in ranking their proposal as the best of the three.

Engineer Service Corporation has done this work for us in the past and has performed satisfactorily. The selection Committee unanimously recommends that this work be awarded to Engineer Service Corporation.

14.2 The committee shall evaluate proposals based on the following criteria:

14.2.1 Background and experience of the Design/Build Team members who will be assigned to the project; and/or ability of the PROPOSER to provide all of the expertise necessary to successfully complete the work. 20 points

14.2.2 Location of DESIGN/BUILD team members' offices with respect to project location per VILLAGE Ordinance No. 2013-37, SEC.58-14, local preference. 5 points

Bidder located within Village of Palm Springs = 5 pts
Bidder located within Palm Beach County = 4 pts
Bidder located within the State of Florida = 2 pts
Bidder located outside the State of Florida = 0 pts

14.2.3 Previous project experience and familiarity with VILLAGE's systems and facilities. 20 points

14.2.4 Team Work History: It is desired that the DESIGN/BUILD team should have worked together on at least two (2) other similar projects and evidence such for higher evaluation consideration by committee. 10 points

14.2.5 Proposed schedule and completion date. Does the proposal meet the specified Contract time? 15 points

14.2.6 Project Cost Proposal 30 points

Cost proposal evaluation method. Lowest cost proposal shall receive the maximum available points. Other proposals shall be weighted as follows:

Firm A = \$20,000 (low proposal) = 30 points
Firm B = \$25,000
Firm B = $\$20,000 \div \$25,000$ (30 points) = 24 points
Firm C = \$28,000
Firm C = $\$20,000 \div \$28,000$ (30 points) = 21 points

14.2.7 Maximum available points = 100 points



Village of Palm Springs

Executive Brief

AGENDA DATE: August 10, 2017

DEPARTMENT: Land Development

ITEM #7: Ordinance No. 2017-11- Village Code Amendments - Chapter 34 - Sign Regulations

SUMMARY: This item is being continued to the September 14, 2017 Meeting.

FISCAL IMPACT:

ATTACHMENTS:

None



Village of Palm Springs

Executive Brief

AGENDA DATE: August 10, 2017

DEPARTMENT: Land Development

ITEM #8: Resolution No. 2017-21 - Preliminary Plat - Wawa - 4468 10th Avenue North

SUMMARY: Jeffrey Kohler, agent for the contract purchaser, BW 10th Military, LLC ("Applicant"), has filed the preliminary plat to construct a new Wawa gas station at 4468 10th Avenue North (southeast corner of 10th Avenue North and Military Trail). The proposed development will include a 6,119 square foot convenience store with restaurant and gas station with six (6) fueling pumps. The proposed plat will unify four (4) parcels into a single platted lot and is consistent with the site plan approved by the Board of County Commissioners prior to annexation (Resolution R-2016-1075 - August 29, 2016) and the Village administrative amendment approved December 27, 2016.

The Village's Surveyor, Engenuity Group, has reviewed the proposed plat and has determined that it is in compliance with Chapter 177, F.S. - Platting Regulations.

The Land Development Board considered the preliminary plat at their July 11th meeting and recommended approval.

If approved, a final plat will be presented to the Village Council for consideration. The recording of the final plat is required prior to issuance of the Certificate of Occupancy.

FISCAL IMPACT:

There is no direct fiscal impact of the proposed plat.

ATTACHMENTS:

1. Proposed Resolution No. 2017-21
2. Proposed Preliminary Plat
3. Village Surveyor's Review Letter - Engenuity Group
4. Approved Site Plan
5. Aerial and Location Maps

RESOLUTION NO. 2017-21

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, APPROVING/DENYING THE PRELIMINARY PLAT LOCATED AT THE SOUTHEAST CORNER OF MILITARY TRAIL AND 10TH AVENUE NORTH (4468 10TH AVENUE), SUBMITTED BY JEFFREY KOHLER, AGENT FOR THE CONTRACT PURCHASER, BW 10TH MILITARY, LLC (WAWA), TO BE IMPROVED WITH A WAWA GAS STATION WITH A CONVENIENCE STORE AND RESTAURANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 11, 2017, the Land Development Board reviewed and considered the application of BW 10th Military, LLC ("Applicant"), for approval of a preliminary plat to be improved with a WAWA gas station with a convenience store and restaurant; and

WHEREAS, the proposed plat will unify four (4) parcels into a single platted lot, and is consistent with the site plan approved by the Board of County Commissioners prior to annexation (Resolution R-2016-1075 - August 29, 2016), and the Village administrative amendment approved December 27, 2016; and

WHEREAS, the recommendation of the Land Development Board to approve the application has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Land Development Board; and has otherwise been fully informed regarding this matter.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, as follows:

Section 1. The Village Council of the Village of Palm Springs, Florida, having

Resolution No. 2017-21

received and considered the request of the Applicant for a preliminary plat which will unify four (4) parcels into a single platted lot; and the same having been heard in Regular Session on August 10, 2017, and having been otherwise fully apprised of the premises herein, hereby approves the preliminary plat, which is incorporated herein by reference.

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution.

Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>		<u>Nay</u>
<u>Absent</u>			
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR,	☐	☐	☐
LIZ SHIELDS, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
DAWN MARIE COX, COUNCIL MEMBER,	☐	☐	☐

The Mayor thereupon declared this Resolution duly passed and adopted this ____ day of August, 2017.

FLORIDA

VILLAGE OF PALM SPRINGS,

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

Resolution No. 2017-21

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

BW 10TH AND MILITARY
BEING A REPLAT OF LOTS 1166 THROUGH 1179, INCLUSIVE, AND
THAT CERTAIN ABANDONED 20' ALLEY LYING WEST OF LOT 1179
AND A PORTION OF LOTS 1180 THROUGH 1183, INCLUSIVE,
KENWOOD, AS RECORDED IN PLAT BOOK 3, PAGES 44 AND 45,
TOGETHER WITH A PORTION OF TRACT 20, MODEL LAND
COMPANY'S SUBDIVISION OF THE N.1/2 SEC. 24 T.44S. R.42E., AS
RECORDED IN PLAT BOOK 5, PAGE 76, OF THE PUBLIC RECORDS
OF PALM BEACH COUNTY, FLORIDA. LYING WITHIN SECTION 24,
TOWNSHIP 44 SOUTH, RANGE 42 EAST,
VILLAGE OF PALM SPRINGS,
PALM BEACH COUNTY, FLORIDA
SHEET 1 OF 3

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT BW 10TH MILITARY, LLC, A FLORIDA LIMITED LIABILITY COMPANY, OWNER OF THE LAND SHOWN HEREON AS "BW 10TH AND MILITARY", BEING A REPLAT OF LOTS 1166 THROUGH 1179, INCLUSIVE, AND THAT CERTAIN ABANDONED 20' ALLEY LYING WEST OF LOT 1179 AND A PORTION OF LOTS 1180 THROUGH 1183, INCLUSIVE, KENWOOD, AS RECORDED IN PLAT BOOK 3, PAGES 44 AND 45, TOGETHER WITH A PORTION OF TRACT 20, MODEL LAND COMPANY'S SUBDIVISION OF THE N.1/2 SEC. 24 T.44S. R.42E., AS RECORDED IN PLAT BOOK 5, PAGE 76, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

A PARCEL OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 266.09 FEET OF THAT PART OF LOT 20, MODEL LAND COMPANY'S SUBDIVISION OF THE NORTH HALF (N 1/2) OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 76, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING NORTH OF THE NORTH LINE OF KENWOOD, AS RECORDED IN PLAT BOOK 3, PAGES 44 AND 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE NORTH 20.00 FEET AND THE WEST 28.00 FEET THEREOF FOR STATE AND COUNTY ROAD RIGHTS OF WAY.

AND

THE WEST 5.00 FEET OF LOT 1174, ALL OF LOTS 1175 THROUGH 1179, THE ABANDONED 20 FOOT WIDE ALLEY LYING WEST OF SAID LOT 1179, AND LOTS 1180 THROUGH 1183, LESS THE WEST 3.00 FEET THEREOF, IN KENWOOD, AS RECORDED IN PLAT BOOK 3, PAGES 44 AND 45, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

THE ABOVE PARCEL OF LAND CAN ALSO BE KNOWN BY METES AND BOUNDS DESCRIPTION AS FOLLOWS:

FROM THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, SAID POINT BEING THE INTERSECTION OF THE CENTER LINES OF STATE ROAD NO. 809 (MILITARY TRAIL) AND 10TH AVENUE NORTH; THENCE RUN SOUTHERLY ON SAID CENTERLINE OF STATE ROAD NO. 809 (MILITARY TRAIL) A DISTANCE OF 25.00 FEET; THENCE RUN EASTERLY, ANGLING 89°23'40" FROM SOUTH TO EAST A DISTANCE OF 53.00 FEET TO THE INTERSECTION OF THE SOUTHERLY RIGHT OF WAY LINE OF SAID 10TH AVENUE NORTH WITH THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD NO. 809; (MILITARY TRAIL), SAID POINT BEING 5.00 FEET SOUTH AND 28.00 EAST OF THE NORTHWEST CORNER OF LOT 20, MODEL LAND COMPANY'S SUBDIVISION OF THE NORTH HALF (N 1/2) OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 76, PALM BEACH COUNTY, PUBLIC RECORDS, AND THE POINT OF BEGINNING OF PARCEL HEREIN CONVEYED; THENCE CONTINUE EASTERLY ON SAID SOUTHERLY RIGHT-OF-WAY LINE OF 10TH AVENUE NORTH A DISTANCE OF 238.09 FEET; THEN RUN SOUTHERLY ANGLING 90°36'20" FROM WEST TO SOUTH, A DISTANCE OF 209.61 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEYMOUTH STREET, AS SHOWN ON THE PLAT OF KENWOOD, AS RECORDED IN PLAT BOOK 3, PAGES 44 AND 45, PALM BEACH COUNTY; PUBLIC RECORDS, SAID POINT BEING 5.00 FEET EAST OF THE SOUTHWEST CORNER OF LOT 1174 OF SAID PLAT OF KENWOOD; THENCE RUN WESTERLY ON SAID NORTHERLY RIGHT OF WAY LINE OF WEYMOUTH STREET, ANGLING 89°16'00" FROM NORTH TO WEST, A DISTANCE OF 238.09 FEET TO THE SAID EASTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 809 (MILITARY TRAIL), THENCE RUN NORTHERLY ON SAID EASTERLY RIGHT OF WAY LINE, ANGLING 90°44'00" FROM WEST TO NORTH; A DISTANCE OF 209.07 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THEREFROM THE NORTHERLY 15.00 FEET OF THE ABOVE DESCRIBED PARCEL OF LAND FOR ROAD RIGHT OF WAY, AS CONVEYED TO PALM BEACH COUNTY, STATE OF FLORIDA FROM ACE OIL COMPANY VIA SPECIAL WARRANTY DEED RECORDED MAY 2, 1968 IN OFFICIAL RECORDS BOOK 1652, PAGE 551, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM THE PARCEL CONVEYED TO MCDONALD'S CORPORATION, RECORDED APRIL 28, 1993 IN OFFICIAL RECORDS BOOK 7682, PAGE 1972, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2: OFFICIAL RECORD BOOK 27566, PAGE 250

BEING LOTS 1166 THROUGH 1174, KENWOOD, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, AT PAGES 44 AND 45 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LESS THE WESTERLY 5.00 FEET OF SAID LOT 1174, TOGETHER WITH A PORTION OF TRACT 20 OF MODEL LAND CO. SUBDIVISION OF THE NORTH 1/2 OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, AS RECORDED IN PLAT BOOK 5, PAGE 76 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, ALL OF THE ABOVE BEING MORE FULLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID LOT 1166; THENCE NORTH 89 DEGREES 16' 00" WEST ALONG THE SOUTHERLY LINES OF SAID LOTS 1166 THROUGH 1174 (INCLUSIVE), SAID SOUTHERLY LINES ALSO BEING THE NORTHERLY ROAD RIGHT-OF-WAY LINE OF WEYMOUTH STREET AS SHOWN ON SAID PLAT OF KENWOOD FOR 220.00 FEET; THENCE NORTH 00 DEGREES 02' 01" WEST ALONG A LINE PARALLEL WITH AND 5.00 FEET EAST OF THE WESTERLY LINE OF SAID LOT 1174 AND THE EAST LINE OF THE WEST 266.09 FEET OF SAID LOT 20 FOR 180.78 FEET TO A POINT ON THE SOUTHERLY ROAD RIGHT-OF-WAY LINE OF TENTH AVENUE NORTH; PER O.R. BOOK 4907, PAGE 1270, THENCE SOUTH 89 DEGREES, 25' 50" EAST ALONG SAID ROAD RIGHT-OF-WAY LINE, SAID SOUTHERLY RIGHT-OF-WAY LINE BEING 34.00 FEET SOUTH OF THE NORTHERLY LINE OF SAID TRACT 20 FOR 220.00 FEET; THENCE SOUTH 00 DEGREES 01' 34" EAST ALONG THE NORTHERLY EXTENSION OF THE EAST LINE OF SAID LOT 1166 FOR 181.41 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE LYING AND BEING IN SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.

PARCELS 1 AND 2 TOGETHER, IN AGGREGATE:

A PORTION OF LAND LYING AND BEING IN SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 24; THENCE S01°40'00"W, A DISTANCE OF 40.00 FEET; THENCE, S87°43'45"E, A DISTANCE OF 53.00 FEET TO THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF 10TH AVENUE NORTH AND THE EAST RIGHT-OF-WAY LINE OF STATE ROAD 809 (MILITARY TRAIL) FOR A POINT OF BEGINNING; THENCE S87°43'45"E ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 238.09 FEET; THENCE S01°37'05"W, A DISTANCE OF 14.00 FEET; THENCE S87°43'45"E, A DISTANCE OF 220.00 FEET; THENCE, LEAVING SAID SOUTH RIGHT-OF-WAY LINE, S01°40'37"W, A DISTANCE OF 181.41 FEET TO THE NORTH RIGHT-OF-WAY LINE OF WEYMOUTH STREET; THENCE N87°33'49"W ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 458.09 FEET TO SAID EAST RIGHT-OF-WAY LINE OF STATE ROAD 809 (MILITARY TRAIL); THENCE N01°40'00"E ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 194.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 86,126 SQUARE FEET OR 1.977 ACRES, MORE OR LESS.

AREA TABULATION:

TRACT "A"	0.108 ACRES
TRACT "B"	0.063 ACRES
LOT 1	1.806 ACRES
TOTAL AREA	1.977 ACRES



HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1) LOT 1 IS HEREBY RESERVED FOR THE OWNER, (BW 10TH MILITARY, LLC, A FLORIDA LIMITED LIABILITY COMPANY), FOR PURPOSES CONSISTENT WITH THE ZONING REGULATIONS OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AND IS THE PERPETUAL MAINTENANCE OBLIGATION OF SAID OWNER, ITS SUCCESSORS AND ASSIGNS, WITHOUT RECOURSE TO THE VILLAGE OF PALM SPRINGS.

2) TRACT "A" AS SHOWN HEREON, IS HEREBY DEDICATED AND GRANTED IN FEE SIMPLE TO THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PERPETUAL USE OF THE PUBLIC FOR ROADWAY PURPOSES.

3) TRACT "B" AS SHOWN HEREON, IS HEREBY RESERVED FOR DEDICATION TO PALM BEACH COUNTY, FLORIDA FOR THE PERPETUAL USE OF THE PUBLIC FOR RIGHT-OF-WAY PURPOSES.

4) THE UTILITY EASEMENT AS SHOWN HEREON IS HEREBY DEDICATED IN PERPETUITY FOR THE CONSTRUCTION AND MAINTENANCE OF UTILITY FACILITIES, INCLUDING CABLE TELEVISION SYSTEMS. THE INSTALLATION OF CABLE TELEVISION SYSTEMS SHALL NOT INTERFERE WITH THE CONSTRUCTION AND MAINTENANCE OF OTHER UTILITIES.

IN WITNESS WHEREOF, THE ABOVE NAMED LIMITED LIABILITY COMPANY HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS _____, AND ITS CORPORATE SEAL TO BE AFFIXED HERETO BY AND WITH COMPANY AUTHORITY THIS _____ DAY OF _____, 20____.

OWNER: BW 10TH MILITARY, LLC, A FLORIDA LIMITED LIABILITY COMPANY

BY: BRIGHTWORK REAL ESTATE, INC.,
A FLORIDA CORPORATION, ITS MANAGER

WITNESS: _____
PRINT NAME: _____

BY: _____
HENRY G. HILSMAN, VICE PRESIDENT

WITNESS: _____
PRINT NAME: _____

ACKNOWLEDGMENT:

STATE OF _____

COUNTY OF _____

BEFORE ME PERSONALLY APPEARED HENRY G. HILSMAN WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS VICE PRESIDENT OF BRIGHTWORK REAL ESTATE, INC., A FLORIDA CORPORATION, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT (HE)(SHE) EXECUTED SUCH INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING INSTRUMENT IS THE CORPORATE SEAL (IF AVAILABLE) OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES:

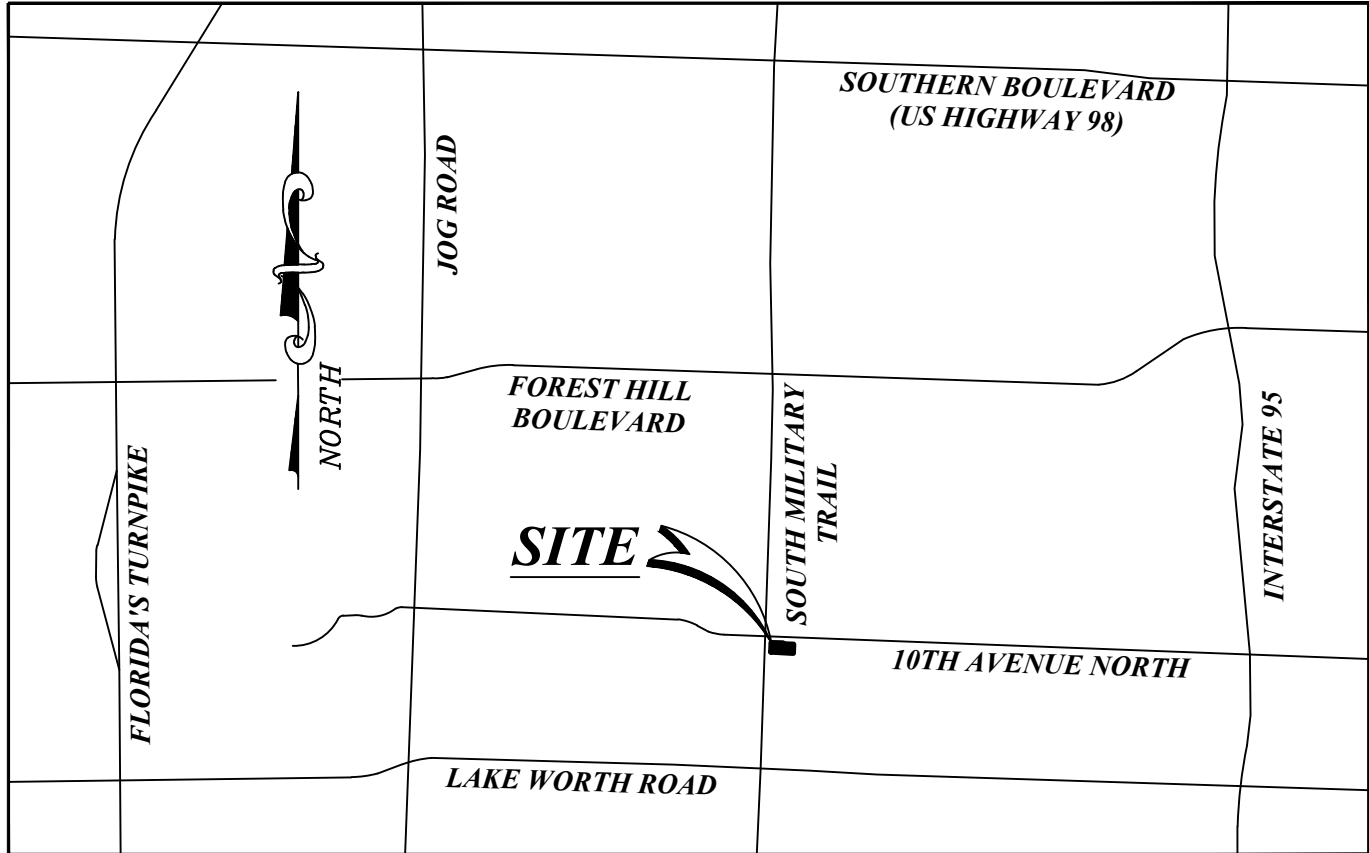
NOTARY PUBLIC

NAME: _____

COMMISSION No. _____

COUNTY OF PALM BEACH }
STATE OF FLORIDA } SS
THIS PLAT WAS FILED FOR RECORD AT
_____ THIS ____ DAY OF _____
20____ AND DULY RECORDED IN PLAT
BOOK No. _____ ON PAGE _____
SHARON R. BOCK, CLERK AND
COMPTROLLER
BY: _____

VICINITY MAP
(NOT TO SCALE)



TITLE CERTIFICATION:

STATE OF FLORIDA

COUNTY OF PALM BEACH

I/WE, _____, A _____ DO
HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT WE
FIND THE TITLE TO THE HEREON DESCRIBED PROPERTY IS VESTED IN _____;
THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT ALL MORTGAGES NOT SATISFIED OR RELEASED OF
RECORD NOR OTHERWISE TERMINATED BY LAW ARE SHOWN HEREON; AND THAT THERE ARE ENCUMBRANCES
OF RECORD BUT THOSE ENCUMBRANCES DO NOT PROHIBIT THE CREATION OF THE SUBDIVISION DEPICTED BY
THIS PLAT.

DATED: _____ **BY:** _____

PRINT NAME: _____

TITLE: _____

MORTGAGEE'S JOINDER AND CONSENT:

STATE OF FLORIDA
COUNTY OF _____

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF MORTGAGE, UPON THE PROPERTY DESCRIBED
HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID
DEDICATION BY THE OWNER THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD
BOOK _____ AT PAGE _____ THROUGH _____ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, SHALL
BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE ABOVE NAMED CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS
_____, AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS
BOARD OF DIRECTORS THIS _____ DAY OF _____, 20____.

(MORTGAGEE NAME)
WITNESS: _____ **BY:** _____
PRINT NAME: _____ **PRINT NAME:** _____

WITNESS: _____ **TITLE:** _____
PRINT NAME: _____

ACKNOWLEDGMENT:

STATE OF _____
COUNTY OF _____

BEFORE ME PERSONALLY APPEARED _____ WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED
_____ AS IDENTIFICATION, AND WHO EXECUTED THE FOREGOING INSTRUMENT AS _____ OF
_____, AND SEVERALLY ACKNOWLEDGED TO AND BEFORE ME THAT (HE)(SHE) EXECUTED SUCH
INSTRUMENT AS SUCH OFFICER OF SAID CORPORATION, AND THAT THE SEAL AFFIXED TO THE FOREGOING
INSTRUMENT IS THE CORPORATE SEAL (IF AVAILABLE) OF SAID CORPORATION AND THAT IT WAS AFFIXED TO SAID
INSTRUMENT BY DUE AND REGULAR CORPORATE AUTHORITY, AND THAT SAID INSTRUMENT IS THE FREE ACT AND
DEED OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

NAME: _____
COMMISSION No. _____

BW 10TH AND MILITARY
BEING A REPLAT OF LOTS 1166 THROUGH 1179, INCLUSIVE, AND
THAT CERTAIN ABANDONED 20' ALLEY LYING WEST OF LOT 1179
AND A PORTION OF LOTS 1180 THROUGH 1183, INCLUSIVE,
KENWOOD, AS RECORDED IN PLAT BOOK 3, PAGES 44 AND 45,
TOGETHER WITH A PORTION OF TRACT 20, MODEL LAND
COMPANY'S SUBDIVISION OF THE N.1/2 SEC. 24 T.44S. R.42E., AS
RECORDED IN PLAT BOOK 5, PAGE 76, OF THE PUBLIC RECORDS
OF PALM BEACH COUNTY, FLORIDA. LYING WITHIN SECTION 24,
TOWNSHIP 44 SOUTH, RANGE 42 EAST,
VILLAGE OF PALM SPRINGS,
PALM BEACH COUNTY, FLORIDA
SHEET 2 OF 3

COUNTY OF PALM BEACH }
STATE OF FLORIDA } SS
THIS PLAT WAS FILED FOR RECORD AT
_____ THIS ____ DAY OF _____
20____ AND DULY RECORDED IN PLAT
BOOK No. _____ ON PAGE _____
SHARON R. BOCK, CLERK AND
COMPTROLLER
BY _____

VILLAGE OF PALM SPRINGS APPROVAL:

STATE OF FLORIDA
COUNTY OF PALM BEACH
VILLAGE OF PALM SPRINGS

THIS PLAT IS HEREBY APPROVED FOR RECORD, THIS ____ DAY OF _____, 20____

BY: _____

PRINT NAME: _____
VILLAGE MAYOR

BY: _____

PRINT NAME: _____
VILLAGE CLERK

BY: _____

LISA A. TROPEPE, P.E.
VILLAGE ENGINEER

SURVEYOR'S NOTES:

1. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.
2. IN THOSE CASES WHERE EASEMENTS OF DIFFERENT TYPES CROSS OR OTHERWISE COINCIDE, DRAINAGE EASEMENTS SHALL HAVE FIRST PRIORITY, UTILITY EASEMENTS SHALL HAVE SECOND PRIORITY, ACCESS EASEMENTS SHALL HAVE THIRD PRIORITY, AND ALL OTHER EASEMENTS SHALL BE SUBORDINATE TO THESE WITH THEIR PRIORITIES BEING DETERMINED BY USE RIGHTS GRANTED.
3. COORDINATES SHOWN ARE GRID DATUM = NAD 83, 1990 ADJUSTMENT
ZONE = FLORIDA EAST (0901)
LINEAR UNITS = US SURVEY FOOT
COORDINATE SYSTEM 1983 STATE PLANE TRANSVERSE MERCATOR PROJECTION
ALL DISTANCES ARE GROUND
4. BUILDING SETBACK LINES SHALL BE AS REQUIRED BY CURRENT VILLAGE OF PALM SPRINGS ZONING REGULATIONS.
5. NO BUILDINGS OR ANY KIND OF CONSTRUCTION OR TREES OR SHRUBS SHALL BE PLACED ON AN EASEMENT WITHOUT PRIOR WRITTEN CONSENT OF ALL EASEMENT BENEFICIARIES AND ALL APPLICABLE VILLAGE APPROVALS OR PERMITS AS REQUIRED FOR SUCH ENCROACHMENTS.
6. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST. SAID LINE BEARS S87°43'45"E.

PREPARING SURVEYOR & MAPPER'S STATEMENT:

THIS INSTRUMENT WAS PREPARED BY: JEFFREY L. KOHLER, P.S.M. L.S.6201, STATE OF FLORIDA
EBI SURVEYING (L.B. 7652)
8415 SUNSTATE STREET
TAMPA, FLORIDA 33634
PH. 813.886.6080

REVIEWING SURVEYOR'S APPROVAL:

THIS PLAT HAS BEEN REVIEWED IN ACCORDANCE WITH CHAPTER 177.081(1), FLORIDA STATUTES, TO DETERMINE THAT ALL DATA REQUIRED BY CHAPTER 177, PART 1, FLORIDA STATUTES IS SHOWN. WHILE RANDOM CHECKS OF GEOMETRIC DATA REFLECT ITS ADEQUACY, NO REPRESENTATION OF THE FULL VERIFICATION OF SAID DATA WAS MADE.

KEVIN M. BECK, P.S.M.
FLORIDA CERTIFICATE NO. P.S.M. 6168

DATE: _____

SURVEYOR'S CERTIFICATION:

THIS IS TO CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT PERMANENT REFERENCE MONUMENTS("P.R.M.S"), PERMANENT CONTROL POINTS (P.C.P.S), AND MONUMENTS ACCORDING TO SEC. 177.091(9), F.S., HAVE BEEN PLACED AS REQUIRED BY LAW; AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCES OF VILLAGE OF PALM SPRINGS, FLORIDA.

BY: _____ DATE: _____

JEFFREY L. KOHLER
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER No. 6201

EBI SURVEYING
LICENSED BUSINESS #7652
8415 SUNSTATE STREET
TAMPA, FLORIDA, 33634



Phone: (813) 886-6080 / Fax: (813) 886-6081
LB Number 7652

AREA TABULATION:

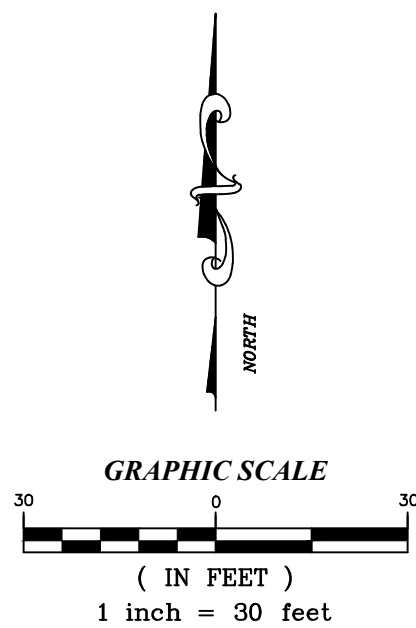
TRACT "A"	0.108 ACRES
TRACT "B"	0.063 ACRES
LOT 1	1.806 ACRES
TOTAL AREA	1.977 ACRES



BW 10TH AND MILITARY

BEING A REPLAT OF LOTS 1166 THROUGH 1179, INCLUSIVE, AND THAT CERTAIN ABANDONED 20' ALLEY LYING WEST OF LOT 1179 AND A PORTION OF LOTS 1180 THROUGH 1183, INCLUSIVE, KENWOOD, AS RECORDED IN PLAT BOOK 3, PAGES 44 AND 45, TOGETHER WITH A PORTION OF TRACT 20, MODEL LAND COMPANY'S SUBDIVISION OF THE N.1/2 SEC. 24 T.44S. R.42E., AS RECORDED IN PLAT BOOK 5, PAGE 76, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA. LYING WITHIN SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA

SHEET 3 OF 3



NORTH QUARTER CORNER OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST PER PALM BEACH COUNTY SURVEY DEPARTMENT N.: 836,835.0710 E.: 945,944.0470 CERTIFIED CORNER RECORD #053357

POINT OF COMMENCEMENT PARCEL 1 NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST, ALSO BEING THE INTERSECTION OF THE CENTER LINES OF STATE ROAD NO. 809 (MILITARY TRAIL) AND 10TH AVENUE NORTH.

N.: 835,499.8630 E.: 945,906.1336 (CALCULATED POSITION)

SOUTH R/W LINE 10TH AVENUE NORTH

LEGEND	
ABBREVIATIONS	
ID	IDENTIFICATION
FIR	FOUND IRON ROD
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
LB	LICENSED BUSINESS NUMBER
LS	LICENSED SURVEYOR
L1	LINE TABLE DESIGNATION
O.R.B.	OFFICIAL RECORDS BOOK
NTS	NOT TO SCALE
PLS	PROFESSIONAL LAND SURVEYOR
PRM	PERMANENT REFERENCE MONUMENT
R/W	RIGHT-OF-WAY
SYMBOLS	
□	SET 4"x4" CONCRETE MONUMENT LB 7652 (PRM)
■	FOUND 4"x4" CONCRETE MONUMENT (PRM)
○	SET 5/8" IRON ROD AND CAP LB 7652 (AT LOT CORNERS)
●	FOUND CORNER (SIZE AND TYPE AS INDICATED)
⊙	SET NAIL AND DISK LB 7652 (PRM) (ALTERNATE MONUMENT)

WEST R/W LINE STATE ROAD 809

STATE ROAD NO. 809 (MILITARY TRAIL) (106' R/W PER FDOT MAP SECTION NO. 93590-2603) (106' R/W WIDTH PER KENWOOD, PLAT BOOK 3, PAGE 44)

CENTERLINE OF STATE ROAD NO. 809

EASTERLY R/W LINE STATE ROAD 809 (MILITARY TRAIL)

BEARING BASIS S87°43'45"E

POINT OF BEGINNING INTERSECTION OF SOUTH R/W 10TH AVENUE NORTH AND EAST R/W STATE ROAD 809

NORTH LINE OF THE SW 1/4 OF THE NE 1/4 OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST

10TH AVENUE NORTH (R/W WIDTH VARIES)

CENTERLINE OF 10TH AVENUE NORTH

SOUTHERLY R/W LINE 10TH AVENUE NORTH

SOUTHERLY R/W LINE OF 10TH AVENUE NORTH (O.R.B. 7682, PAGE 1972)

14' R/W DEED TO PALM BEACH COUNTY (O.R.B. 4907, PAGE 1270)

NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 42 EAST N.: 835394.2225 E.: 948570.0460 (CALCULATED POSITION)

SEE DETAIL "A"

NOT INCLUDED PART OF TRACT 20, MODEL LAND COMPANY'S SUBDIVISION OF THE N.1/2 SEC. 24 T.44S. R.42E., AS RECORDED IN PLAT BOOK 5, PAGE 76

KENWOOD (PB 3, PAGES 44 & 45)

LOT 1165

LOT 1164

WYEMOUTH STREET

(60' R/W PER FDOT MAP SECTION NO. 93590-2603) (60' R/W WIDTH PER KENWOOD, PLAT BOOK 3, PAGE 44)

SOUTH R/W LINE OF WYEMOUTH STREET

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

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5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

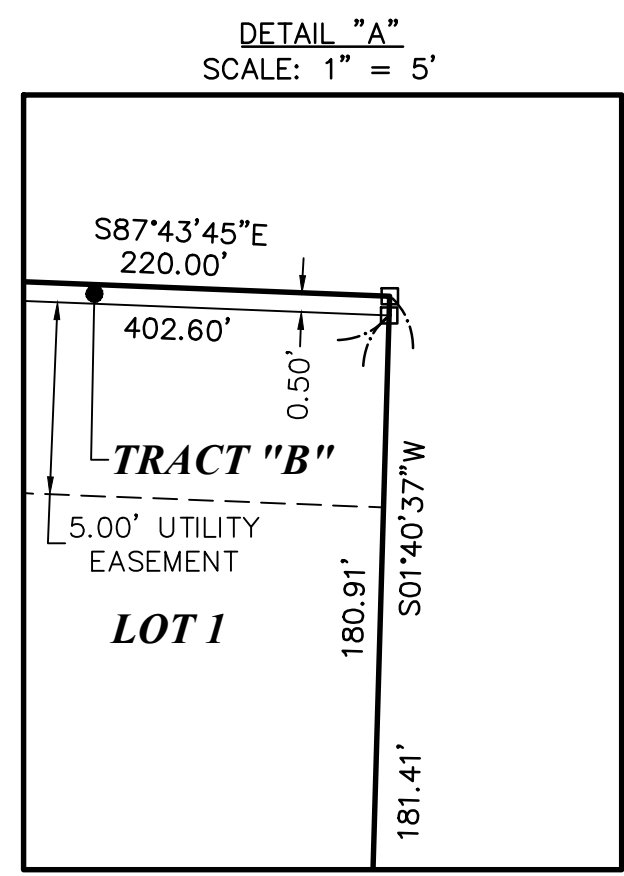
5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT

5.00' UTILITY EASEMENT



COUNTY OF PALM BEACH }
STATE OF FLORIDA } SS
THIS PLAT WAS FILED FOR RECORD AT _____ THIS ____ DAY OF _____
20____ AND DULY RECORDED IN PLAT BOOK No. _____ ON PAGE _____
SHARON R. BOCK, CLERK AND COMPTROLLER
BY _____

June 14, 2017

Ms. Kim Glas-Castro
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
(Sent Via E-Mail: kglas-castro@vpsfl.org)

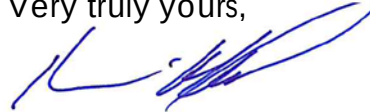
**RE: Plat of BW 10th and Military (Wawa)
Third Plat Review
Engenuity Group Project No. 6001.04.15**

Dear Ms. Glas-Castro:

This is the third review of this Plat. All of our previous comments have been adequately addressed. The Plat is now in compliance with Chapter 177, Florida Statutes. We can now recommend that the Village of Palm Springs approve the Plat.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

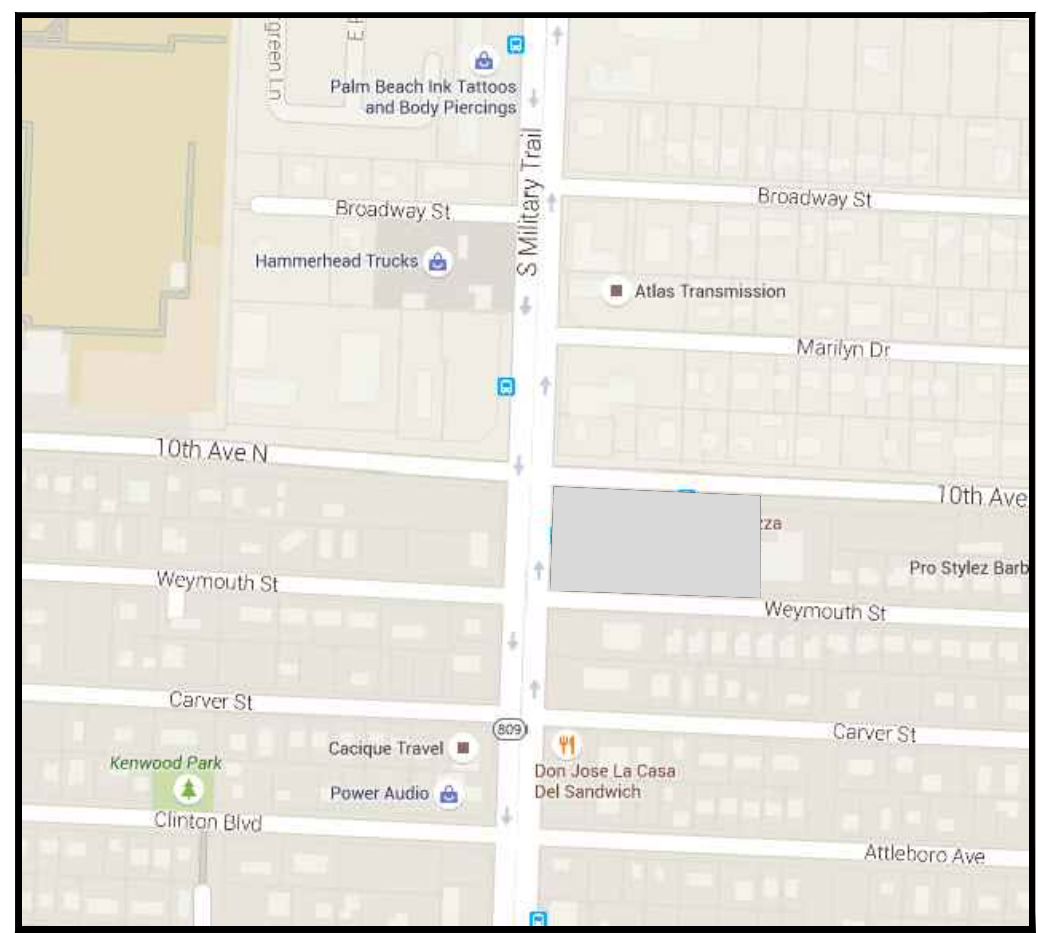
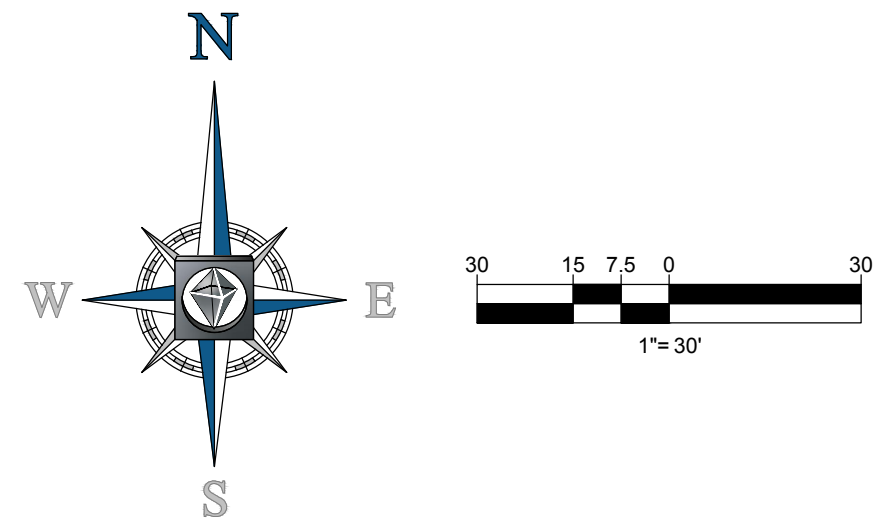


Kevin M. Beck, P.S.M.
Director of Survey

KMB/kv

cc: Iramis Cabrera via e-mail (icabrera@vpsfl.org)

CONCURRENCY	
CONVENIENCE STORE W/ GAS SALES	2,594 S.F. (12 FUELING POSITIONS)
TYPE I RESTAURANT	3,525 S.F.
CANOPY/OUTDOOR SEATING AREA	672 S.F.
* CONCURRENCY IS PER PALM BEACH COUNTY APPROVED RESOLUTION.	



LOCATION MAP

SCALE: N.T.S.

GOOGLE

SITE DATA:

PROPERTY OWNER (S):	BRIGHTWORK REAL ESTATE
SITE LOCATION:	SEC MILITARY TRAIL AND 10TH AVENUE NORTH PALM SPRINGS, FL
PARCEL ID NO (S):	00-42-44-24-10-099-1166 00-42-44-24-10-099-1170 00-42-44-24-01-000-0222 00-42-44-24-01-000-0223
ENGINEER:	BOHLER ENGINEERING 2255 GLADES ROAD, SUITE 305E BOCA RATON, FL 33431 (561) 571-0280
PROPOSED USE:	CONVENIENCE STORE W/ GAS PUMP SALES
NUMBER OF STRUCTURES:	1
PROPOSED F.A.R.:	0.08
MAXIMUM F.A.R.:	0.50

BUILDING SETBACK	REQUIRED	PROPOSED
FRONT (WEST)-MILITARY TRL	50'	80.5'
SIDE(SOUTH) WEYMOUTH ST	30'	23.7'
SECONDARY FRONTAGE(NORTH) 10TH AVE	25'	45.4'
REAR(EAST) ADJACENT TO COMMERCIAL	20'	174.0'
AREA CALCULATIONS		
GROSS ACREAGE	86,056 S.F. (1.977 A.C.)	
LESS R.O.W. DEDICATION	7,496 S.F. (0.18 A.C.)	
NET ACREAGE	78,560 S.F. (1.80 A.C.) - 100.0%	
TOTAL IMPERVIOUS AREA	60,691 S.F. (1.39 A.C.) - 77.0%	
BUILDING AREA	6,119 S.F. (0.14 A.C.) - 8.0%	
GAS PUMP CANOPY AREA	5,280 S.F. (0.12 A.C.) - 7.0 %	
PAVEMENT / SIDEWALK AREA	49,292 S.F. (1.13 A.C.) - 62.0%	
TOTAL PERVIOUS AREA	17,869 S.F. (0.41 A.C.) - 23.0 %	
EXISTING ZONING:	UI-URBAN INFILL	
PROPOSED ZONING:	CG-COMMERCIAL GENERAL COMMERCIAL	
FUTURE LAND USE:	THE SITE IS LOCATED WITHIN ZONE "X" COMMUNITY NUMBER 125102, PANEL NUMBER 0003 D, EFFECTIVE JANUARY 5, 1989	
FEMA FLOOD ZONE:		
MAX BUILDING HEIGHT:	REQUIRED 45'	PROPOSED 33'-4"
LANDSCAPE BUFFERS:		
FRONT (WEST)-MILITARY TRL :	15'	10.1'-15.7' (12.9")
SIDE(SOUTH) WEYMOUTH ST:	10'	10.0' - 25.1' (17.5")
SECONDARY FRONTAGE(NORTH) 10TH AVE:	15'	5.1' - 12.5' (8.8")
REAR(EAST) ADJACENT TO COMMERCIAL:	10'	5.2'-20.8' (13.0")
* PREVIOUSLY APPROVED (PBC COUNTY COMMISSION)		
PARKING REQUIREMENTS:		
CONVENIENCE STORE W/ GAS PUMP SALES = 6,119 S.F. 1/16 PUMPS (12 FUELING POSITIONS)		
(1 SPACE / 100 S.F.)		
TOTAL REQUIRED:	61 SPACES	
TOTAL PROVIDED PARKING SPACES:	61 SPACES **	
HANDICAP PARKING STALL: 3 (12'X20')		
STANDARD PARKING STALL: 57 (10'X18.5', 9.5'X18.5' & 10'X20')		
SPECIALTY PARKING STALL: 1 (11'X19')		
** INCLUDES FUEL POSITIONS IN TOTAL PARKING PROVIDED.		

PROPOSED PROPERTY LINE TABLE

LINE	BEARING	DISTANCE
L-1	S89° 25' 54.76"E (C)	402.53 (C)
L-2	S00° 05' 09.71"E (C)	180.60' (C)
L-3	N89° 16' 18.67"W (C)	220.00' (C)
L-4	N89° 20'02.04"W (C)	197.59' (C)
L-5	N44°42'12.11"W (C)	35.58' (C)
L-6	N00°04'22.19"W (C)	114.60' (C)
L-7	N45°14'51.52"E (C)	56.26' (C)

SITE NOTES:

- ALL DIMENSIONS ARE SHOWN AT FACE OF CURB, UNLESS OTHERWISE NOTED. B/C INDICATES DIMENSION IS TO BACK OF CURB.
- ALL RADII DIMENSIONS ARE 3' TO FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL PAVEMENT MARKINGS AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS," LATEST EDITION, AND LOCAL JURISDICTION LAND DEVELOPMENT CODE.
- THE SITE APPEARS TO BE IN FLOOD ZONE "B" ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY NUMBER 120192, PANEL NUMBER 0165, SUFFIX B, EFFECTIVE OCTOBER 15, 1982, FOR UNINCORPORATED AREAS OF PALM BEACH COUNTY, FLORIDA.
- FREE STANDING SIGNAGE SHOWN ONLY FOR REPRESENTATIONAL PURPOSES, AND SHALL BE PERMITTED SEPARATELY.
- THE PROPOSED BUILDING WILL BE OPEN AND IN OPERATION 24 HOURS A DAY, 7 DAYS A WEEK
- ASPHALT AREA THAT IS NOT HATCHED SHALL BE STANDARD DUTY ASPHALT PAVEMENT.

ADA ACCESSIBILITY NOTES:

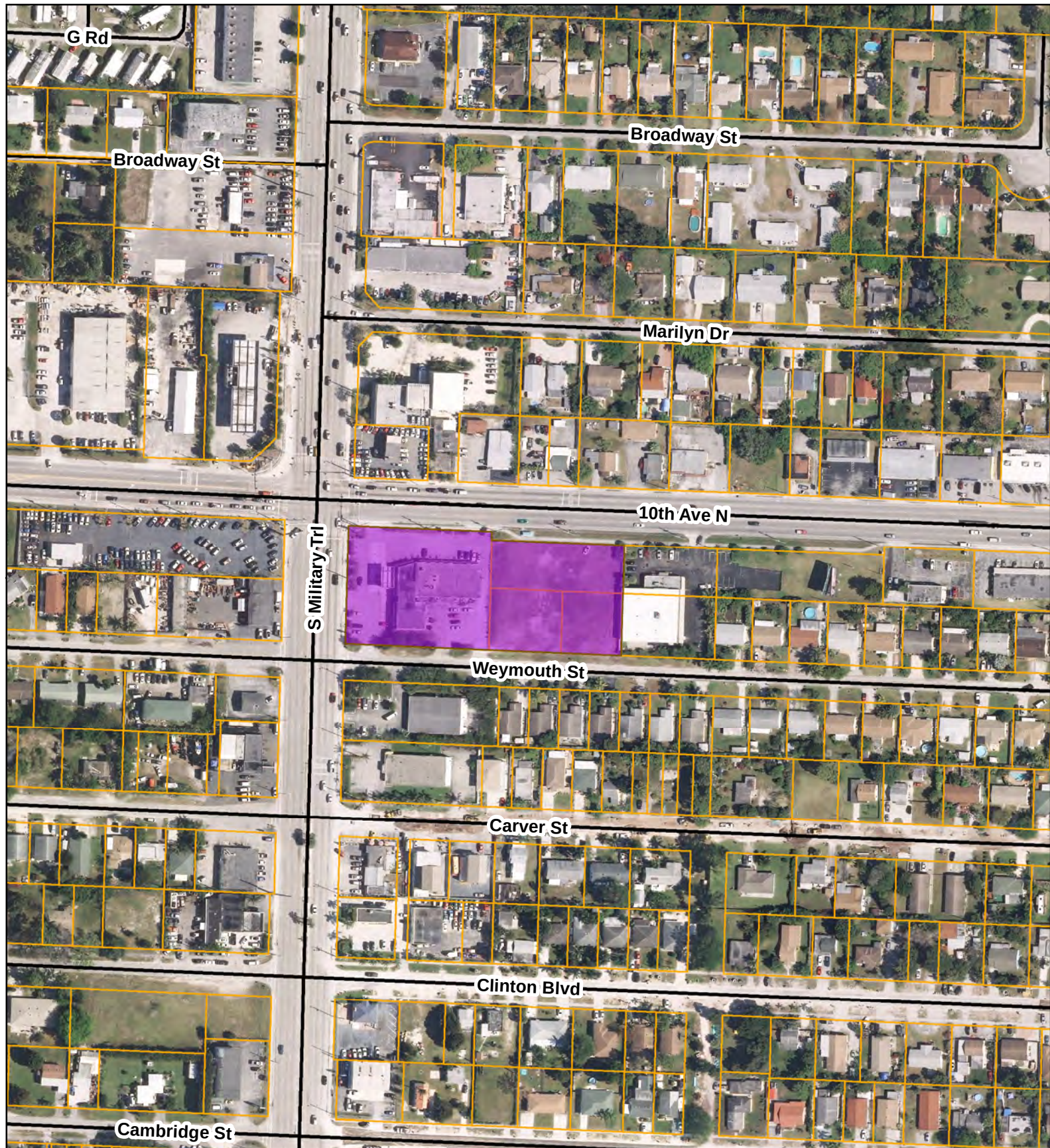
- ALL HANDICAPPED PARKING SPACES AND ACCESS AISLES ADJACENT TO THE HANDICAP PARKING SPACES SHALL HAVE A MAXIMUM OF 2% SLOPE IN ALL DIRECTIONS (THIS INCLUDES RUNNING SLOPE AND CROSS SLOPE).
- AN ACCESSIBLE ROUTE FROM THE PUBLIC STREET OR SIDEWALK TO ALL BUILDING ENTRANCES MUST BE PROVIDED. THIS ACCESSIBLE ROUTE SHALL BE A MINIMUM OF 60" WIDE. THE RUNNING SLOPE OF AN ACCESSIBLE ROUTE SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%.
- SLOPES EXCEEDING 5% BUT LESS THAN 8% WILL REQUIRE A RAMP AND MUST CONFORM TO THE REQUIREMENTS FOR RAMP DESIGN (HANDRAILS, CURBS, LANDINGS). NO RAMP SHALL EXCEED AN 8% RUNNING SLOPE OR 2% CROSS SLOPE.
- IN THE CASE THAT A NEW SIDEWALK WILL BE CONSTRUCTED IN THE RW OF A SITE THE RUNNING SLOPE OF THE SIDEWALK SHALL NOT EXCEED 5% AND THE CROSS SLOPE SHALL NOT EXCEED 2%. THIS STANDARD APPLIES TO CROSS WALKS IN THE DRIVEWAY AS WELL, AND WILL REQUIRE SPECIAL ATTENTION DURING STAKING TO MAKE SURE THE 2% CROSS SLOPE IS MET IN THE CROSS WALK.
- IT WILL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO ENSURE THAT THE HANDICAP PARKING SPACES, ACCESSIBLE ROUTES, AND SIDEWALKS/CROSSWALKS ARE CONSTRUCTED TO MEET ADA REQUIREMENTS.
- ANY REQUIREMENTS LISTED ABOVE THAT CAN NOT BE MET SHALL BE BROUGHT TO THE ENGINEER'S ATTENTION IMMEDIATELY. ANYTHING NOT BUILT TO THE ABOVE STANDARDS WILL REQUIRE REMOVAL AND REPLACEMENT OF THE NON COMPLIANT AREAS AT THE GENERAL CONTRACTORS COST.

LEGEND:

PROP. PROPERTY LINE	PROP. STAMPED CONCRETE
PROP. BUILDING SETBACK LINE	PROP. PARKING SPACE COUNT
PROP. LANDSCAPE BUFFER LINE	PROP. GAS PUMPS
PROP. RIGHT OF WAY DEDICATION	PROP. FREESTANDING SIGN
PROP. STANDARD CONCRETE	PROP. VENT STACK
PROP. STANDARD DUTY CONCRETE PAVEMENT	PROP. AIR MACHINE
PROP. HEAVY DUTY CONC. PAVEMENT	PROP. UNDERGROUND STORAGE TANKS
PROP. GRAVEL	PROP. LIGHT POLE
PROP. STORM STRUCTURE	PROP. TRANSFORMER PAD
BEARINGS AND DISTANCES FOR DEDICATED PROPERTY LINES	PROP. ASPHALT PAVEMENT

Village of Palm Springs

Wawa at 10th Ave N and Military Trail



 Wawa

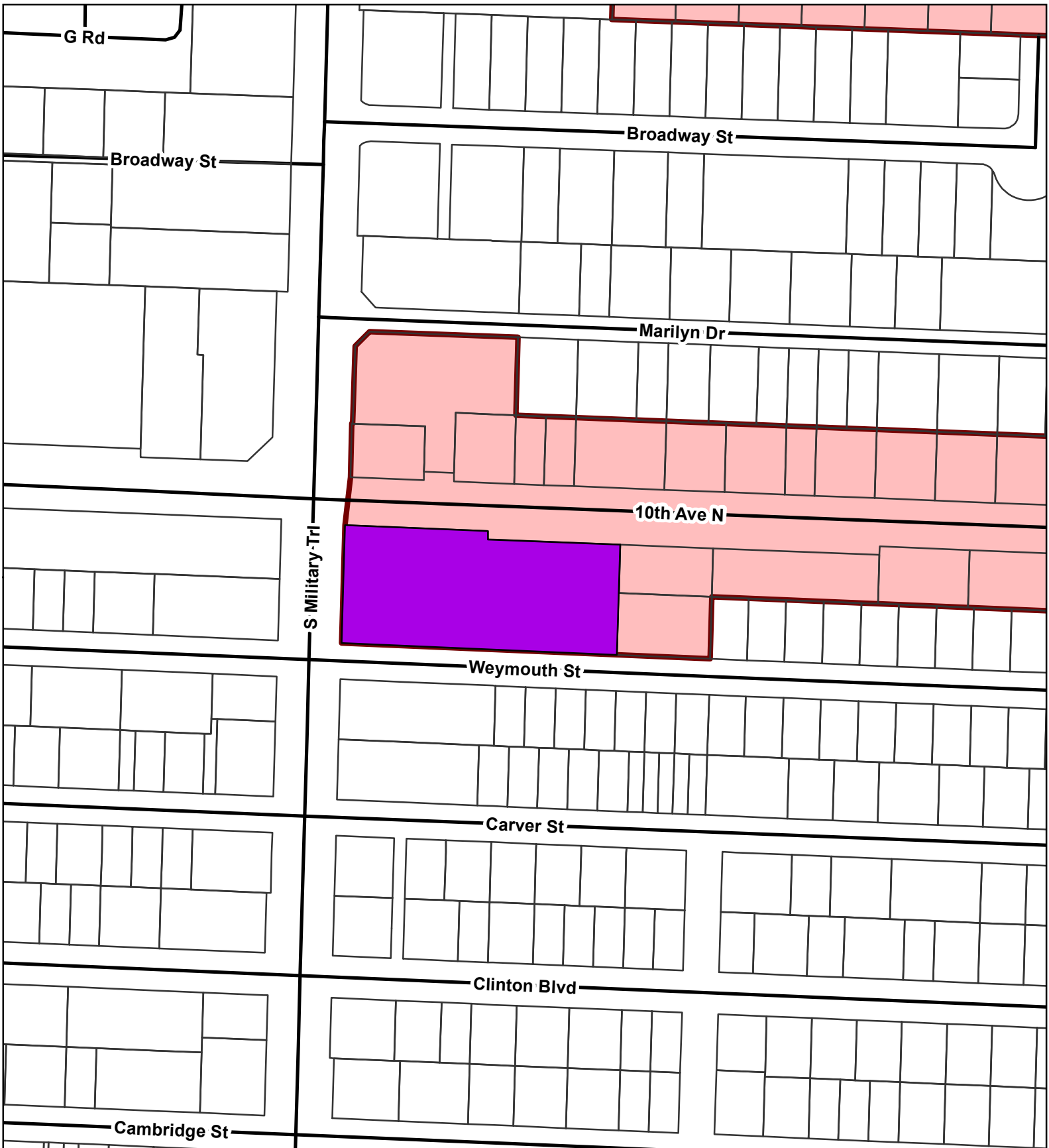
0 125 250 500 Feet

Date: 4/24/2017



Village of Palm Springs

Wawa at 10th Ave N and Military Trail



-  Wawa
-  Village Limits

0 125 250 500 Feet

Date: 4/24/2017





Village of Palm Springs

Executive Brief

AGENDA DATE: August 10, 2017

DEPARTMENT: Land Development

ITEM #9: Resolution No. 2017-37 - Sign Variance (PSV17-19) - TD Bank - 2735 10th Avenue North (Quasi-Judicial Hearing)

SUMMARY: Mr. Scott Backman, agent for applicant, TD Bank, located at 2735 10th Avenue North, is requesting a sign variance (PSV 17-19) to allow a wall sign on the bank's north building façade which faces the internal access drive into the Wal-Mart shopping center and does not front a public street right-of-way.

The subject property had been previously approved for sign variances (Resolution 2013-02 - February 2013), including a 29.37 square foot wall sign on the west façade of the building. The applicant is proposing to eliminate this specific wall sign approval and is requesting a sign be permitted on the north façade in order to provide sufficient visibility for customers traveling to the bank from the Wal-Mart shopping center.

As a result, the applicant is seeking the following variance:

(PSV17-19) - Request to permit a 27.45 square feet of wall sign face area on the north side of the building [Provides relief from Section 34-328(a) of Village Code that only permits wall signs on the building face fronting a public street right-of-way - This property was previously approved for sign variances (PSV13-02) that included a 29.37 square foot wall sign on the west side of the building - the current request reduces the total amount of wall signage by 1.92 square feet of sign face area to 56.87 square feet, which is still less than the 93.84 square feet of wall sign allowance for the building].

The proposed sign variance was not considered by the Land Development Board as Village Code (Sec. 34-329 - Variances) provides that sign variances are approved by the Village Council.

Based on the surrounding characteristic, staff does not find that the requested variance will negatively impact the area or be detrimental to the public welfare.

FISCAL IMPACT:

The proposed request does not have a fiscal impact to the Village.

ATTACHMENTS:

1. Proposed Resolution 2017-37

2. Advertisement - Lake Worth Herald - July 27, 2017
3. Staff Report
4. Applicant's Justification Statement
5. TD Bank Acknowledgement of Termination of Variance
6. Sign Details and Site Plan
7. Aerial and Location Maps
8. Sec. 34-329 - Variances - Land Development

RESOLUTION NO. 2017-37

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, (APPROVING/DENYING) THE APPLICATION SUBMITTED BY SCOTT BACKMAN, AGENT FOR THE APPLICANT, TD BANK, LOCATED AT 2735 10TH AVENUE NORTH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application for a sign variance submitted by Scott Backman, agent for applicant TD Bank, N.A., (Applicant) located at 2735 10th Avenue North ("Applicant") is requesting (PSV17-19) to allow a wall sign on the bank's north building façade which faces the internal access drive into the Wal-Mart shopping center and does not front a public street right-of-way; and

WHEREAS, the applicant request a 27.45 square foot of wall sign face area on the north side of the building [Provides relief from Section 34-328(a) which only allows wall signs on the building face fronting a public street right-of-way]. This property was previously approved for a variance (PSV13-02) to allow a 29.37 square feet wall sign on the west side of the building, the applicant has released that portion of the variance, which only applies to the sign size on the west wall. The current variance request is 1.92 square feet of sign face area less than the previously granted variance to the west side of the building; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff; and has otherwise been fully informed in this matter.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The Village Council, having received and considered the request of Scott Backman, agent for TD Bank to allow a sign variance; and having been otherwise

Resolution No. 2017-37

fully apprised of the premises herein, the Village Council hereby finds that the Applicant (has/has not) met the required criteria to permit the variance, and hereby

(approves/denies) the said application as proposed.

a. Notwithstanding any exceptions, conditions or other approvals or denials granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution.
Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
LIZ SHIELDS, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
DAWN MARIE COX, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of August, 2017.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Legal Notice No. 31894

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Thursday, August 10, 2017 at 6:30 pm by the Village Council
In the Village Hall Council Chambers at 226 Cypress Lane, Palm Springs
to consider:

TD Bank Sign Variance

An application submitted by Dunay Miskel and Backman, LLP, agent for TD Bank N.A. ("Applicant") for a Variance relief (PSV17-19) from Section 34-328(a)(1) of the Code of Ordinance to allow building wall signage on the building face facing North, to be located at 2735 10th Avenue North.

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application may be reviewed in the Village Clerk's Office, Monday - Friday, 8:00 am - 5:00 pm

If a person decides to appeal any decision made by the above Boards with respect to any matter considered at such hearings, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

Kimberly M. Wynn, Village Clerk
Village of Palm Springs, Florida
Publish: The Lake Worth Herald
July 27, 2017



LAND DEVELOPMENT STAFF REPORT

SUBJECT: Sign Variance –Wall sign on the North facade – TD Bank @ 2735 10th Avenue North.

Application Summary			
Applicant	TD Bank N.A.	Submittal Date	7/10/2017
Reference Name	TD Bank	Case Number	PSV17-19
		Parcel Control No	70-43-44-20-34-000-0030
Location	2735 10 th Avenue North	Site Area	±0.76 acres
Council Meeting	August 10, 2017		
Requests			
Variances	PSV17-19 Requesting a Variance relief from Section 34-328(a)(1) to allow a building wall signage on the building face facing North.		
Site Characteristics			
Existing Use	TD Bank building under construction	Approved Use	New financial institution with two remote lanes drive-thru facility and walk-up ATM.
Zoning	Commercial General (CG)	Future Land Use	Commercial
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Wal-Mart	Commercial	Commercial General (CG)
South	Residential use	Commercial	Commercial General (CG)
East	Medical/dental office	Commercial	Commercial General (CG)
West	Murphy USA gas station	Commercial	Commercial General (CG)
Recommendation			
Land Development Staff recommends conditional approval of the proposed wall sign, as depicted on the proposed plans, based on consistency with the Village Comprehensive Plan and compatibility with surrounding properties.			



I Site History

- Ordinance 2003-14: Annexation
The property was annexed into the Village of Palm Springs on April 23, 2003. The land use designation was subsequently changed to High Density Residential as part of a large scale comprehensive plan amendment.
- Ordinance 2006-16: Cycle I Large Scale Comprehensive Plan Amendment revising Future Land Use Map, FLUM.
The land use designation was changed to High Density Residential to be compatible with the existing mobile home park development at that time.
- Ordinance 2006-62: Rezoning
On January 11, 2007, the Village Council approved above Ordinance, to change the zoning to residential multi-family to be consistent with the High Density Residential land use designation.
- Ordinance 2008-17 and Ordinance 2009-19: Land Use Amendment and Rezoning
On February 26, 2009, at the owner's request, the land use was changed from High Density Residential to Commercial and subsequently on December 10, 2009, the zoning was changed to Commercial General, CG, by Ordinance No. 2009-19 to be compatible with the Commercial land use designation.
- Resolution 2010-11: Site plan
On March 11, 2010 the Village Council approved above to allow the development of an 117,805 square foot Wal-Mart building with two outparcels. When the Wal-Mart was originally approved, two outparcels were platted and approved as vacant sites. Neither of these outparcels has direct access to 10th Avenue North. Access is from Wal-Mart's access road.
- Resolution 2013-01: Site Plan and Special Exception Use
On February, 2013 the Village Council approved a site plan and especial exception use for the construction of 2,964 square feet financial institution building with a remote two lane drive-thru facility and walk-up ATM machine.
- Resolution 2013-02: Sign Variance.
A sign Variance was approved by the Village Council on February, 2013 to allow the installation of two monument signs (PSV13-01) and two wall signs(PSV13-02) for the 10th avenue North street frontage and the side facing the internal drive aisle access to Wal-Mart.
- On November, 2016 the effectiveness of the TD Bank approvals were acknowledged for statutory extensions via Governor Declaration of Emergency for the Zika Virus, as follows:
TPS Buildout from December 31, 2016 to December 29, 2017
Site Plan & Special Exception from February 14, 2017 to February 13, 2018
Sign Variance from October 14, 2016 to October 12, 2017.

II Neighborhood Compatibility

- 1) The proposed project is located on the Northeast corner of the intersection of 10th Avenue North and the internal drive aisle accessing the Wal-Mart shopping center.

- 2) A new Marathon gas station is under construction on the Southeast corner of 10th Avenue North and South Congress Avenue.
- 3) Properties abutting the property are Commercial use.
- 4) Properties on the South side are residential use.

III Variances Requested

- The applicant is requesting a Variance (**PSV17-19**) from the Village Regulation Section 34-328(a) (1) to allow a wall sign on the building facing North which does not face a public street right-of-way.

The applicant contends that the property is bounded on the North by a major internal drive aisle for the Wal-Mart supercenter. Due to the size of the shopping center, both the internal drive aisle to the West and the North function more as roads than as drive aisles. The applicant's full justification is attached hereto.

Total sign area proposed is 37.02 s.f. less than what is overall permissible on the building as wall signage.

Elevations	Sign Allowance (s.f.)	Approved by Resolution 2013-02	Proposed sign area (s.f.)
North	0	0	27.45
South	93.84	29.37	29.37
East	0	0	0
West	0	29.37	0

- Staff notes that other businesses in the area have been approved for a sign Variance:

Walmart at 2765 10 th Avenue N	Resolution 2010-66, to allow 95 sq.ft. of sign area on the monument sign in lieu of 40 sq.ft.
Cumberland Farms at 1701 Kirk Rd	Resolution 2013-05, to allow a changeable led sign on a pole style sign with 35% of the total sign area to be changeable copy and changeable price lettering up to 24" in height.
St. Luke's Catholic Church at 2892 S Congress Ave	Resolution 2015-11, to allow two LED monument signs
G-Star School of the Art at 2030 S Congress Avenue	Resolution 2017-25, to allow 14' height monument sign

IV Recommendation

The applicant is proposing to, in effect, relocate the previously approved wall sign from the west façade to the north façade in order to provide sufficient visibility for customers traveling to the Project from the Wal-Mart shopping center. The total wall sign proposed on the building is 56.82 square feet being 37.02 square feet less than what is overall permissible on the building as part of wall signage.

Land Development Staff has conducted a review of the application, and found the proposed Variance is comparable with surrounding businesses. Granting the variance requested will not confer on the applicant any special privilege and would not deprive the applicant of rights commonly enjoyed by other businesses/properties in the same land development district; the total sign face area is less than the sign allowance for the property. The proposed wall sign will be in harmony with the general intent and purpose of the variance requested and will not be injurious to the area involved or otherwise detrimental to the public welfare.

If the requested variance (PSV17-19) is approved by the Village Council, a portion of the previous approval (PSV13-02) that allowed a wall sign on the west façade becomes null and void.



**DUNAY
MISKEL
BACKMAN** LLP

Gary Dunay
Bonnie Miskel
Scott Backman

Hope Calhoun
Dwayne Dickerson
Ele Zachariades

Christina Bilenki
Heather Jo Allen
Andrea Keiser

**TD Bank
10th Avenue North
Sign Variance Request and Justification**

TD Bank, N.A. ("Petitioner") has received approvals to develop the +/- .77-acre outparcel ("Property") generally located on the north side of 10th Avenue North approximately one-quarter (1/4) mile east of Congress Avenue in the Village of Palm Springs ("Village") with a +/- 2,964 square foot financial institution with a remote two (2) lane drive-thru facility and walk-up ATM. The Property is currently a vacant outparcel of the Wal-Mart Shopping Center ("Wal-Mart"). The Property is located within the CG, Commercial General, zoning district and is designated Commercial on the Village Land Use Map. The CG regulations permit a variety of retail, office and service uses including a financial institution. On February 14, 2013 the Village Council approved Resolution 2013-01 approving a Site Plan (SPR13-01) and Special Exception Use (PSSE13-01) for construction of a 2,964 square foot financial institution with a remote two (2) lane drive-thru facility and walk-up ATM ("Site Plan Approval") and Resolution 2013-02 to allow installation of two (2) monument signs and two (2) wall signs for the 10th Avenue North street frontage and the side facing the internal drive aisle access to Wal-Mart ("Approved Sign Variance").

Pursuant to Chapter 34 of the Village Code of Ordinances ("Code"), the Property is entitled to one (1) approximately seventy-eight (78) square foot wall sign because the Property is considered to have only one (1) frontage. The Property is situated on the northeast corner of the intersection of 10th Avenue North and the internal drive aisle accessing the Wal-Mart shopping center and is bounded on the north by a major internal drive aisle for the Wal-Mart shopping center. Due to the size of the Wal-Mart complex, both the internal drive aisle to the west and the north function more as roads than as drive aisles. In recognition of the special conditions that apply to the Property, the Council approved a second wall sign on the west façade of the building. However, those accessing the Property will be better served by a sign on the south façade so that the use may be identified and located safely and conveniently from the Wal-Mart parking field. As such, at this time Petitioner respectfully requests approval to modify the Approved Sign Variance to locate one (1) of the approved wall signs on the south façade rather than on the west façade as follows:

**Variance from Section 34-328 to permit two (2) wall signs, one (1) on the north
façade and one (1) on the south facade in lieu of one (1) wall sign ("Variance")**

In accordance with Section 34-329 of the Code, Petitioner will demonstrate for the Variance that: (a) special and unique conditions exist which are peculiar to Petitioner's case and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public rights-of-way; (b) the special and unique conditions are not directly attributable to the actions of Petitioner; (c) the literal interpretation of the Code, as applied to Petitioner, would deprive Petitioner of rights commonly enjoyed by persons who are similarly situated; (d) the variance granted is the minimum variance necessary for Petitioner to make reasonable use of the Property; (e) granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved; (f) the sign structure is not expressly prohibited by Section 34-262 of the Code.

Variance from Section 34-328 to permit two (2) wall signs in lieu of one (1) wall sign.

- a) Special and unique conditions exist which are peculiar to Petitioner's case and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public rights-of-way.

Special and unique conditions exist which are peculiar to the Petitioner's case and which are not generally applicable to the property located within the zoning district or neighborhood involved. The Property is located on the northeast corner of 10th Avenue North and the access aisle for the Wal-Mart shopping center and is bounded on the north by a major internal drive aisle for the Wal-Mart shopping center. Due to the size of the Wal-Mart complex, both the main access aisle to the west and the drive aisle to the north function more as roads than as drive aisles. Furthermore, there is no direct access to the Property from 10th Avenue North. The Property must be accessed either via a channelized driveway on the main access aisle to the west or the internal drive aisle to the north. The channelized driveway on the main access allows a right-in only for those travelling from 10th Avenue North and does not allow those travelling from the Wal-Mart shopping center to access the bank. As such, it is imperative that those travelling to the bank from the Wal-Mart be able to locate and access the bank from the Wal-Mart shopping center so that they do not navigate to the main access aisle as that would require a potentially unsafe U-turn movement at the intersection of the main access aisle and 10th Avenue North. Considering the multiple frontages of the Property and limited access, one (1) wall sign facing 10th Avenue North and the additional wall sign on the west façade will not provide sufficient visibility to ensure that customers traveling to the Project will be able to safely and efficiently navigate to the bank. As such, Petitioner proposes to eliminate the approved sign on the west façade and locate the additional approved wall sign on the north façade in order to provide sufficient visibility for customers traveling to the Project from the Wal-Mart shopping center. The wall sign proposed on the south façade is approximately twenty-nine (+/- 29) square feet and the wall sign proposed on the north façade is approximately twenty-seven (+/- 27) square feet. The Code permitted sign area on 10th Avenue North is approximately seventy-eight (+/- 78) square feet. It is important to note that the combined square footage of the proposed signage is approximately fifty-eight (+/- 58) square feet, twenty (20) square feet less than that of the sign permitted by Code. The legibility and visibility of the Bank from each frontage and access point will ensure the safety of the motorists/pedestrians/viewers traversing the intersection and roadways. The unique arrangement of the Property not only increases frontage; it also affects the way that users enter the Property. While it is typical for a building to have vehicular access at the front of the Property, the configuration of the Shopping Center precludes the Project from obtaining such access and requires that the Property's users enter from the rear or side. As such, the location of a wall sign on the north façade will provide sufficient identification to ensure the ability of potential users to safely locate and navigate to the bank from the Shopping Center.

- b) The special and unique conditions are not directly attributable to the actions of Petitioner.

The special and unique conditions are not directly attributable to the actions of Petitioner. As described above, the special conditions that necessitate the requested variance are the Property's location on one (1) public right-of-way, one (1) access aisle and one (1) internal drive aisle and the lack of an access point from the major

frontage. Petitioner was not involved in the master plan process for the Wal-Mart shopping center and had no influence on the layout of the travel ways or access points.

- c) The literal interpretation of the Code, as applied to Petitioner, would deprive Petitioner of rights commonly enjoyed by persons who are similarly situated.

The literal interpretation of the Code, as applied to Petitioner, would deprive Petitioner of rights commonly enjoyed by persons who are similarly situated. As noted above, the Project is located on three (3) vehicular travel ways and cannot be accessed via the primary frontage of the Property. The Project would be entitled to one (1) additional wall sign if either the access aisle or the internal drive aisle were a public right-of-way. In general, commercial properties can be accessed from their primary frontage. Thus, the Code permitted signage would be sufficient for customers to safely locate the business and navigate to it. However, the Project cannot be accessed from the primary frontage. Therefore, the Code permitted signage is not sufficient to allow for the identification of the Project. Visibility is essential to the success and economic viability of commercial tenants such as the Petitioner. The literal enforcement of the Code will severely impede Petitioner's visibility, which would result in an unreasonable and undue hardship.

- d) The variance granted is the minimum variance necessary for Petitioner to make reasonable use of the Property.

The variance granted is the minimum variance necessary for Petitioner to make reasonable use of the Property. As detailed above, Petitioner is requesting approval to relocate the approved second wall sign for the Project. The approved location of wall signs will not provide sufficient visibility for bank customers to locate and navigate to the Project. The requested wall signs will promote safe traffic circulation by clearly identifying the Project location from all approaches. The requested variance is the minimum variance necessary for Petitioner to make reasonable use of the Property.

- e) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.

Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved. Rather, granting the requested variance will allow bank customers to safely and efficiently locate and navigate to the Project. As described above, Petitioner is requesting to locate one (1) additional wall sign on the Project on the west façade. Approval of the requested variance will provide sufficient visibility and promote safe traffic circulation on and around the Project.

- f) The sign structure is not expressly prohibited by Section 34-262 of the Code.

The sign structure is not expressly prohibited by Section 34-262 of the Code.

**Bank**

America's Most Convenient Bank®

TD Bank NA
 17000 Horizon Way
 Mail Stop: NJ5-005-105
 Mount Laurel, NJ 08054

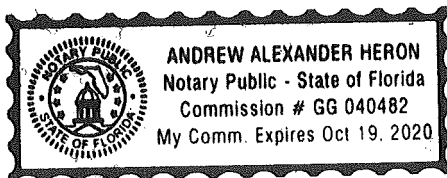
TD Bank, N.A., ("Petitioner") is the owner of the property located at 2735 10th Ave North ("Property"), which is generally located on the north side of 10th Avenue North approximately one-quarter (1/4) mile east of Congress Avenue in the Village of Palm Springs ("Village"). Petitioner has submitted an application to the Village requesting approval of a sign variance to permit two (2) wall signs, one (1) on the north façade and one (1) on the south facade in lieu of one (1) wall sign (Case Number PSV17-19) ("Requested Variance"). The Village Council previously approved Resolution 2013-02 to allow installation of two (2) monument signs and two (2) wall signs, one (1) on the west façade and one (1) on the south face (Case Number PSV13-02) ("Approved Variance").

Petitioner hereby acknowledges that upon approval of the Requested Variance, a portion of the Approved Variance will be terminated and the prior approval for a wall sign on the west façade shall be nullified. However, the portion of the Approved Variance that allows installation of two (2) monument signs shall remain in full force and effect upon approval of the Requested Variance.

By Nicole Thompson-Floyd as Vice President of TD Bank, N.A.

State of Florida
 County of Hillsborough

The foregoing instrument was acknowledged before me this 3 day of August, 2017, by Nicole Thompson-Floyd, an individual, who is / personally known to me or who has produced _____ as identification and who did take an oath.



NOTARY PUBLIC:

Sign: Andrew Alexander Heron

Print: Andrew Alexander Heron

My Commission Expires: October 19, 2020



1 SOUTH ELEVATION
SCALE: 1/8"=1'-0"



2 NORTH ELEVATION
SCALE: 1/8"=1'-0"

SIGNAGE COMPLIANCE

THE FOLLOWING INFORMATION IS BASED ON A REVIEW OF THE LOCAL ZONING CODE REGARDING SIGNAGE REGULATIONS. ALL RECOMMENDATIONS ARE SUBJECT TO LANDLORD AND GOVERNING JURISDICTION REVIEW AND APPROVAL.

SITE ZONING: CG-COMMERCIAL GENERAL

SIGNAGE ORDINANCE:

BUILDING SIGNAGE

1 WALL SIGN IS PERMITTED ON THE BUILDING FRONTAGE ELEVATION AT 10% OF THE WALL AREA.

WINDOW SIGNAGE

SIGNS WITHIN 36% OF THE GLASS ARE CONSIDERED WINDOW SIGNS AND ARE PERMITTED TO BE 25% OF THE WINDOW AREA. WINDOW SIGN ILLUMINATION IS NOT PERMITTED.

PROPOSED BUILDING SIGNAGE:

LOCATION	PROPOSED SIGNAGE MODEL NUMBER	SIGNAGE S.F.	ILLUM.	S.F. ALLOWED	ILLUM. ALLOWED	VARIANCE REQUIRED
S	T-NK-WS-SH-5	29.37	Y	80	Y	N
W	NONE	0	N/A	0	NA	N
E	NONE	0	N/A	0	NA	N
N	TDB-CL.0235 (SEE NOTE 1)	27.45	Y	0	NA	Y

NOTES:

1. VARIANCE REQUIRED FOR ADDITIONAL WALL SIGN ON NORTH ELEVATION

SITE I.D. SIGN: MONUMENT SIZE TBD.

TOTAL PROPOSED BUILDING SIGNAGE:

WALL: 58.74 SF FREESTANDING: 37.23 SF

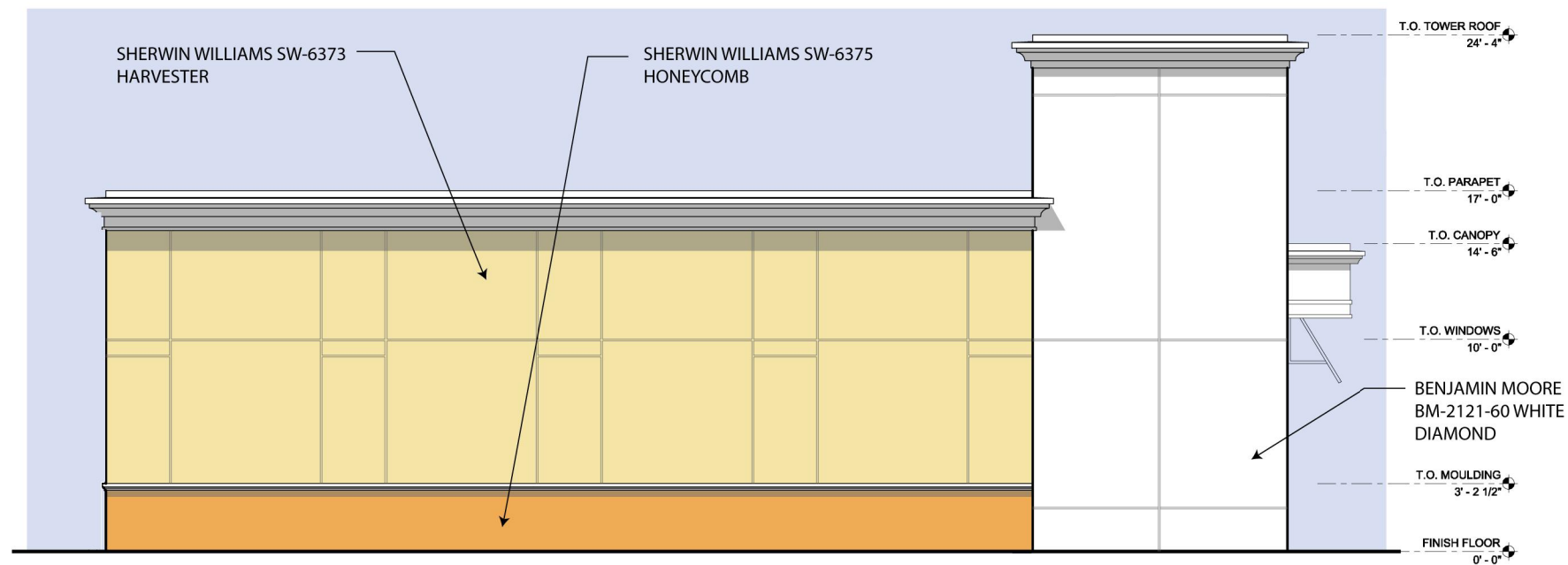
ISSUED 02/23/2017



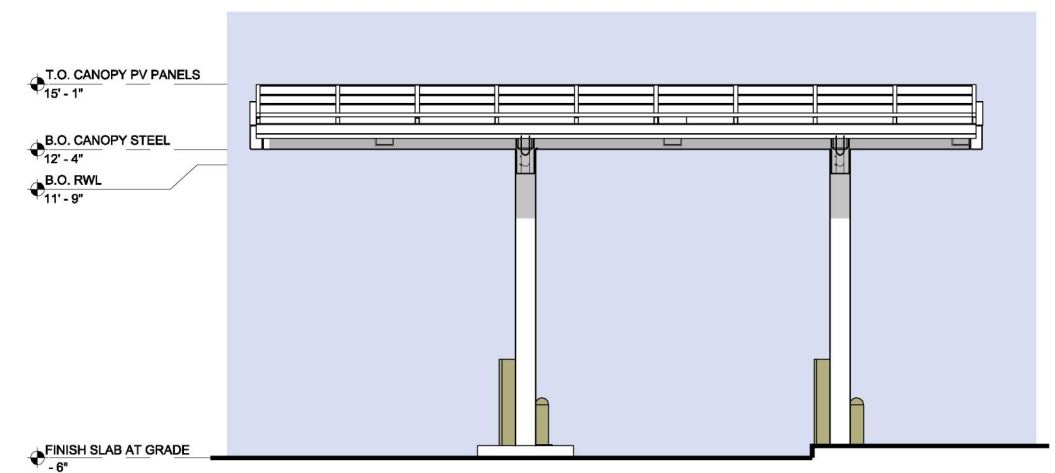
TD PALM SPRINGS

2765 10TH AVENUE NORTH
PALM SPRINGS, FL 33461

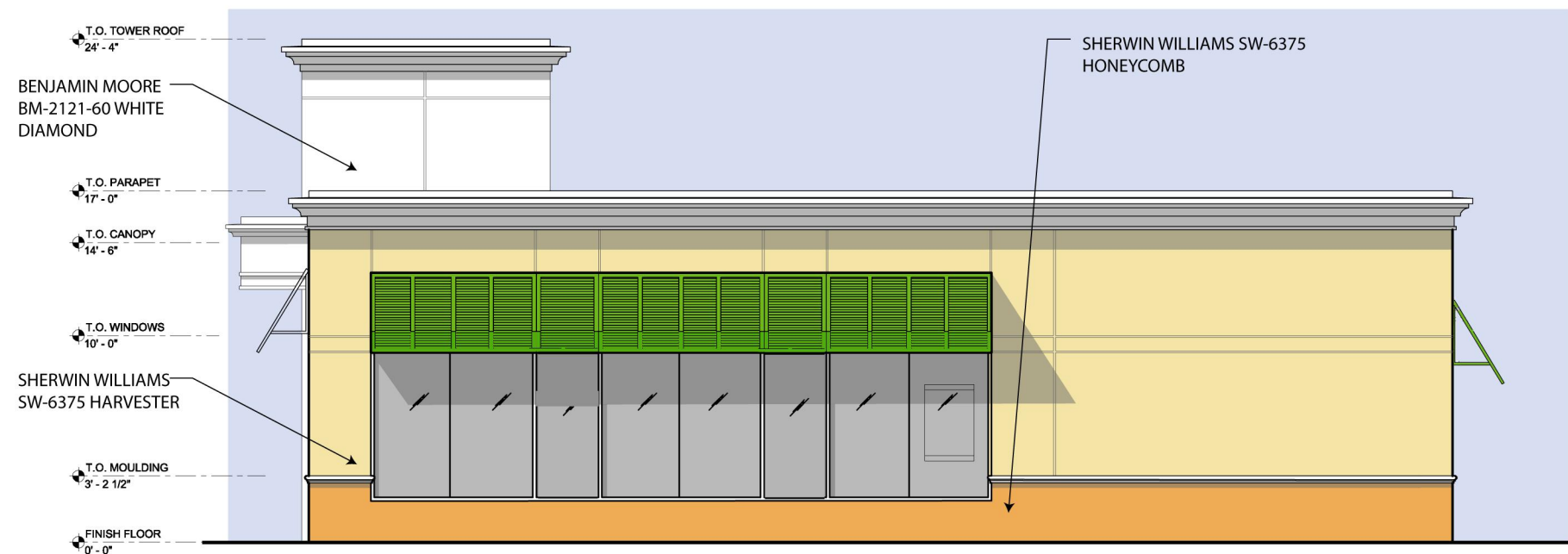
BERGMANN
ASSOCIATES



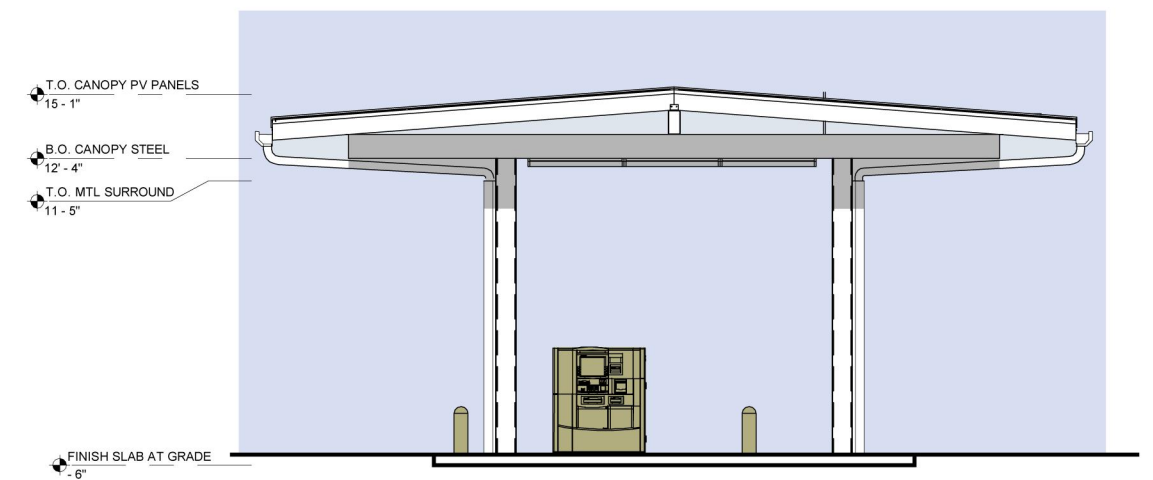
1 WEST ELEVATION
SCALE: 1/8"=1'-0"



3 DRIVE THRU ELEVATION
SCALE: 1/8"=1'-0"



2 EAST ELEVATION
SCALE: 1/8"=1'-0"



4 DRIVE THRU ELEVATION
SCALE: 1/8"=1'-0"

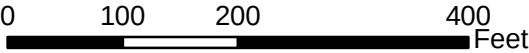
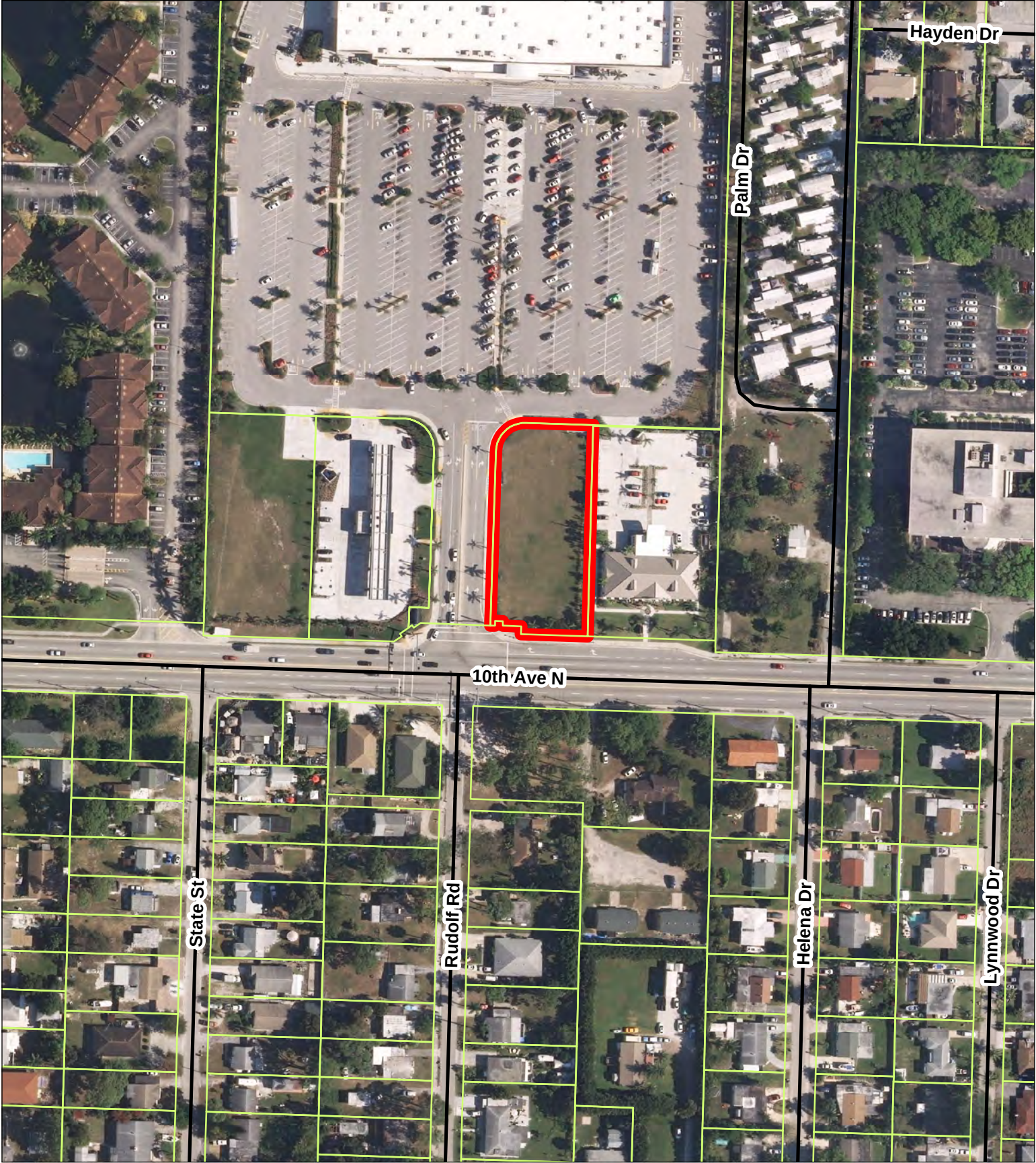
ISSUED 02/23/2017



TD PALM SPRINGS
2765 10TH AVENUE NORTH
PALM SPRINGS, FL 33641

BERGMANN
ASSOCIATES

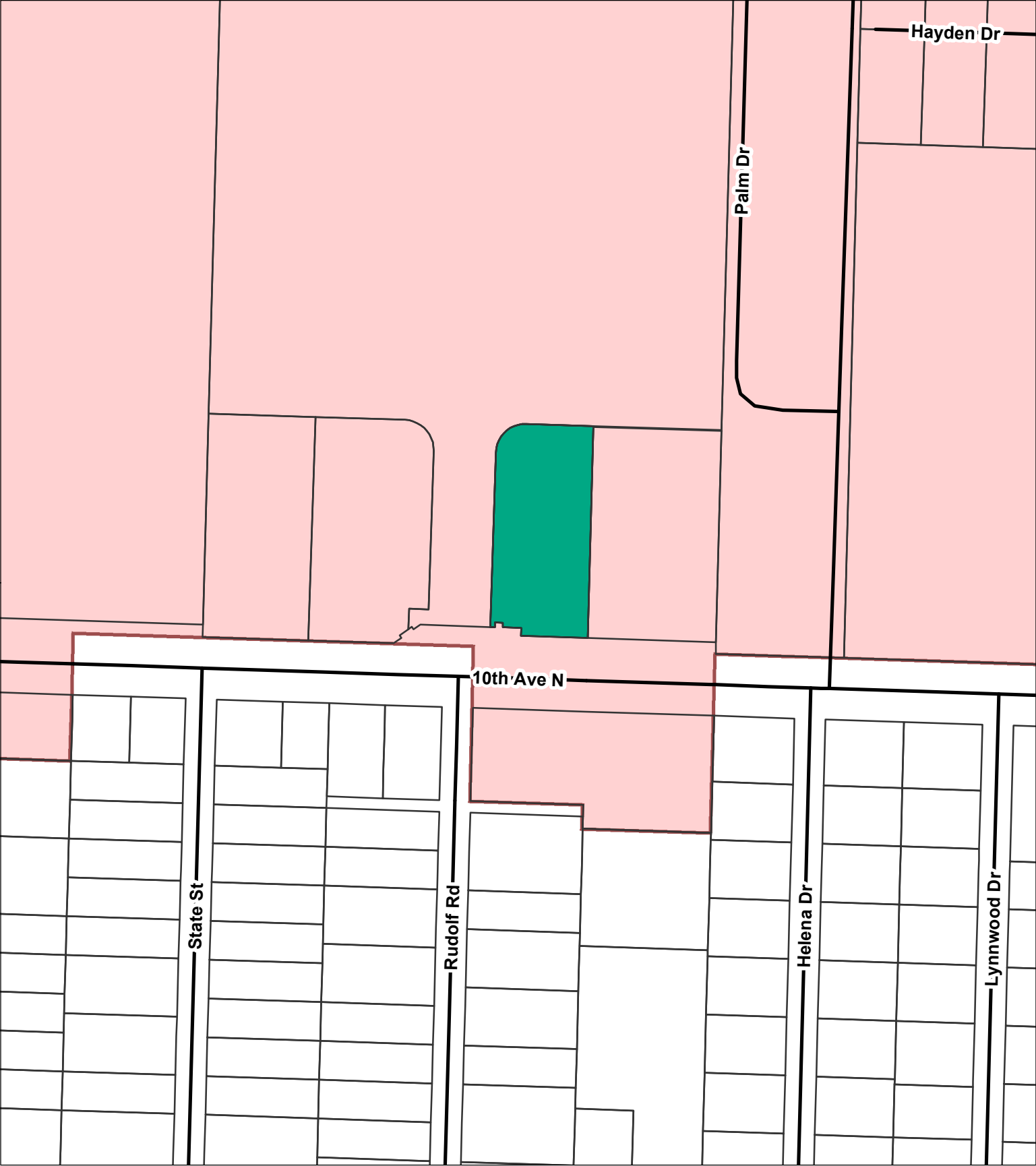
VILLAGE OF PALM SPRINGS
TD Bank - 2735 10th Avenue N



DATE: 6/30/2017



VILLAGE OF PALM SPRINGS
TD Bank - 2735 10th Avenue N



TD Bank
Village Limits

0 100 200 400 Feet

DATE: 6/30/2017



Sec. 34-329. - Variances.

- (a) Variances from the strict interpretation of this article may be granted by the village council, for good cause shown, following a quasi-judicial public hearing, with due public notice and an opportunity to be heard.
- (b) It is the intent of the village council to review sign variance requests, based upon the anticipated impact on the community, as well as the requirements of the applicant, and to balance the needs of each. For purposes of this section, an applicant for a sign variance shall demonstrate "good cause" by complying with a majority of the following five criteria:
 - (1) Special and unique conditions exist which are peculiar to the applicant's case and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public rights-of-way.
 - (2) The special and unique conditions are not directly attributable to the actions of the applicant.
 - (3) The literal interpretation of this article, as applied to the applicant, would deprive the applicant of rights commonly enjoyed by persons who are similarly situated.
 - (4) The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.
 - (5) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.
- (c) No variance shall be granted by the village council which has the effect of permitting a sign or a sign structure expressly prohibited by section 34-262. The application shall be on a form provided by the village clerk and accompanied by a filing fee as specified by resolution of the village council. Each application for a variance under this section shall be in writing and shall justify and detail the reasons for the request for a variance using the five variance criteria contained in section 34-329(b). The application shall be signed by the applicant and the sign company, if any, who is responsible for creating and installing the sign for which the variance is being sought.
- (d) An application for a variance under this section shall be deemed abandoned 30 days after the date the land development department ("department") notifies the applicant of any deficiencies contained in the application. The department may, upon written request and justification by the applicant, grant not more than one 30-day extension. At the expiration of the 30-day period, or any extension thereof, the application shall automatically expire and become null and void. Permit fees and charges paid at the time of application, and plan review fees, shall be refunded, except that an administrative fee shall be retained.
- (e) Each application for a variance of the provisions of this article shall first be reviewed by the land development director for technical sufficiency and compliance with this section. Variance applications which are deemed to be technically insufficient and/or incomplete by the land development director shall not be processed. Variance applications which are determined to be technically sufficient and complete shall be scheduled for review by the village council at a public hearing. Prior to the hearing, the land development director shall provide the village council with a written recommendation regarding the disposition of the variance application based upon an analysis of the variance criteria of this section and the contents of the variance application.
- (f) At a quasi-judicial hearing on the variance application, the village council may grant the variance, grant the variance with conditions or deny the application. The final decision of the village council on the variance application shall be set forth in a resolution rendered by the village council which shall contain findings of fact and conclusions of law. Any applicant aggrieved by a decision of the village council may appeal the final decision as provided by the Florida Rules of Appellate Procedure.

(Code 1994, § 30-220; Ord. No. 2007-08, § 3, 4-26-2007; Ord. No. 2015-13, § 2, 5-14-2015)



Village of Palm Springs

Executive Brief

AGENDA DATE: August 10, 2017

DEPARTMENT: Land Development

ITEM #10: Resolution No. 2017-26 - Site Plan (SPR17-05) and Special Exception Use (PSSE17-04) and Sign Variances (PSV17-17 and PSV17-18) - Chase Bank - 2601 10th Avenue North (Quasi-Judicial Hearing)

SUMMARY: Mr. Mark Rickards, agent for JPMorgan Chase, is requesting site plan (SPR17-05) and special exception (PSSE17-02) approval for a new freestanding bank building with two (2) drive-up automatic teller machines (ATM's), located at 2601 10th Avenue North (northwest corner of Florida Mango Road and 10th Avenue North). The proposed site plan provides for the construction of a 4,081 square foot bank with two (2) drive-up ATM lanes within the area that currently maintains a detached 7-lane drive-up teller facility.

It should be noted that Palm Beach County has requested the property owner to provide free and clear dedication of additional right-of-way to accommodate the County's ultimate desirable intersection at 10th Avenue North and Florida Mango Road:

- 7 foot wide strip along the property's Florida Mango Road frontage
- 1/2 foot wide strip along the property's 10th Avenue North frontage
- 40 foot radius corner clip at the Florida Mango Road and 10th Avenue North intersection

The Applicant has refused to dedicate the proposed property to PBC without compensation and the County is looking to the Village to require the property to be dedicated to the County within the site plan approval process. As a result, the Village Attorney and staff have requested PBC to provide documentation that would require the Village, on the County's behalf, to require the applicant to dedicate the property for this proposed County road improvement. At this time, the County has not provided documentation enabling the Village to represent the County's interest and/or need for this property. Thus, the Village is requesting the Applicant to voluntarily commit to the right-of-way dedication requested by Palm Beach County.

It should be noted that the Land Development Board, during their meeting on July 11, 2017, approved three (3) variances associated with the proposed bank building:

1. (PSV17-14) - Request to allow 100% overlap of a utility easement within the eastern perimeter landscape buffer (a 5' deviation) [Provides relief from Section 34-162(f) that permits landscape buffers to overlap utility easements a maximum of five feet].

2. (PSV17-15 - Request to allow the required foundation planting along the east side of the building to be shifted to the southwest corner of the building [Provides relief from Section 34-164(a) of Village Code that requires foundation plantings/landscaping].
3. (PSV17-16) Request to eliminate the 5' wide landscape screening on the east side of the trash dumpster enclosure [Provides relief from Section 34-162(a) of Village Code that requires landscape screening around a trash dumpster enclosure].

In addition to previously approved variances, the applicant is seeking two (2) sign variances:

1. (PSV17-17) - Request to allow three (3) free standing signs along 10th Avenue North (1. New monument sign for Chase, 2. New freestanding tenant sign for the office space and 3. Maintain the existing pylon sign that will be refaced to support a future office tenant) [Provides relief from Section 34-327(b) of Village Code that limits freestanding signs to one per street frontage - the current request adds an additional two (2) signs to the 10th Avenue North frontage].
2. (PSV17-18) - Request to allow building wall signage on the North and West building facades, which do not face a public street right-of-way [Provides relief from Section 34-328(a)(1) of Village Code that limits wall signs to be located on street-facing facades].

The Land Development Board, during their meeting on July 11, 2017, considered the proposed site plan amendment and special exception use (drive-thru lanes) and recommended conditional approval

The proposed sign variances were not considered by the Land Development Board as Village Code (Sec.34-329 - Variances) provides that sign variances are approved by the Village Council.

Based on the surrounding characteristics, staff recommends conditional approval of the site plan amendment, special exception use (drive-thru lanes) and sign variances.

FISCAL IMPACT:

The proposed project does not have a direct fiscal impact to the Village; however, it is expected to enhance the Village's assessed property valuation.

ATTACHMENTS:

1. Proposed Resolution No. 2017-26
2. Staff Report - Exhibit A
3. Advertisement - Lake Worth Herald - July 6, 2017
4. Applicant's Justification Statement(s)
5. Site/Landscape Plans, Floor Plan, Building Elevations, Traffic Letter
6. Sign Details
7. Right of Way Dedication Requests - Palm Beach County
8. Aerial and Location Maps

RESOLUTION NO. 2017-26

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, CONSIDERING A SITE PLAN (SPR17-05) SUBMITTED BY MARK RICKARDS, AGENT FOR JPMORGAN CHASE, LLC (“APPLICANT”) AND CONCURRENTLY REQUESTING A SPECIAL EXCEPTION USE (PSSE17-04) FOR A FREESTANDING BANK WITH TWO (2) DRIVE-UP AUTOMATIC TELLER MACHINES (ATM) AT 2601 10TH AVENUE NORTH (CHASE BANK) AND ALSO REQUESTING TWO SIGN VARIANCES PSV17-17 AND PSV17-18; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on July 11, 2017, the Land Development Board reviewed and considered the request of Mark Rickards, agent for JP Morgan Chase (“Applicant”) regarding site plan approval (SPR17-05) and concurrently requested special exception use (PSSE17-04) for a freestanding bank with two (2) drive-up automatic teller machines (ATM) at 2601 10th Avenue North, located at the northwest corner of Florida Mango Road and 10th Avenue North (Chase Bank); and

WHEREAS, the recommendation of the Land Development Board to approve this application has been forwarded to the Village Council for final consideration; and

WHEREAS, the Village Council has heard this matter in public session; has considered the presentation and other evidence presented by the Applicant; has received and considered the recommendations of the Village Staff and Land Development Board; and has otherwise been fully informed regarding this matter.

NOW THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AS FOLLOWS:

Section 1. The Village Council having received and considered the request of Mark Rickards, agent for JPMorgan Chase (“Applicant”) and concurrently requesting a special exception use (PSSE17-04) for a freestanding bank with two (2) drive-up automatic teller machines (ATM) and requesting two (2) variances (PSV17-17 and PSV17-18) for relief for signage for the property located at at 2601 10th Avenue North, located at the northwest corner of Florida Mango Road and 10th Avenue North; and having been otherwise fully apprised of the premises herein, the Village Council hereby

(approves/denies) SPR17-05; (approves/denies) PSSE17-04; (approves/denies) PSV 17-17; (approves/denies) PSV 17-18, subject to the conditions listed in the staff report attached hereto as **Exhibit "A"**, and which is incorporated herein by reference.

a. Notwithstanding any exceptions, conditions or other approvals granted herein, the applicant must conform to all other applicable codes, ordinances, and laws whether stated herein or not.

Section 2. This Resolution shall take effect immediately upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEV SMITH, MAYOR	☐	☐	☐
PATTI WALLER, VICE MAYOR	☐	☐	☐
LIZ SHIELDS, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
DAWN MARIE COX, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of AUGUST, 2017.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

Resolution No. 2017-26

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

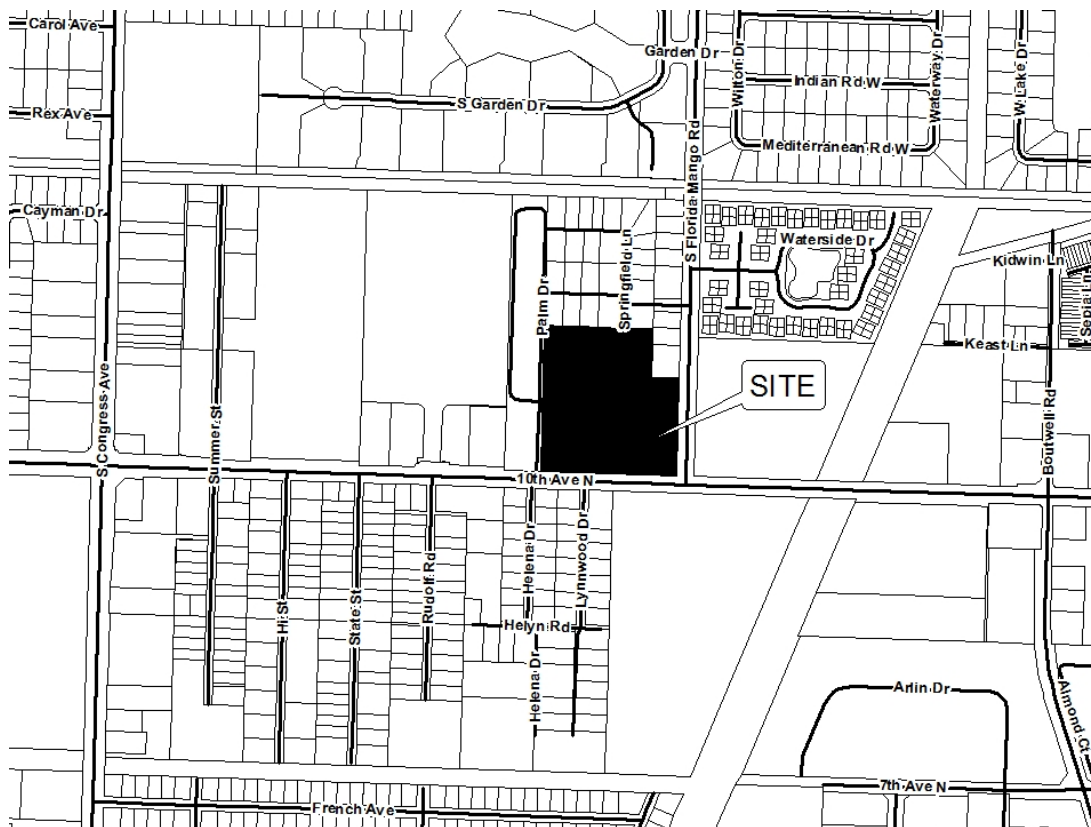


LAND DEVELOPMENT STAFF REPORT

SUBJECT: Special Exception Use and Site Plan application - Chase Bank Lake Worth Main
- 2610 10th Avenue North

Application Summary			
Petitioner	JPMorgan Chase Bank, National Association	Submittal Date	4/27/2017
Reference Name	Chase Lake Worth Main	Case Number	SPR17-05/ PSSE17-04/ PSV17-14 / PSV17-15 / PSV17-16 / PSV17-17 / PSV17-18
		Parcel Control No	70-43-44-20-01-008-0080
Location	2601 10 th Avenue North	Site Area	±8.63 acres
LDB Meeting	July 11, 2017	Council Meeting	August 10, 2017
Requests			
Proposed Use(s)	Special Exception Use (drive-thru facility) and Site Plan amendment to redevelop the site by demolishing the existing bank drive-through and constructing a freestanding 4,081 square feet Chase Bank Branch with two lanes drive-through ATM with by-pass lane.		
Number of Buildings	2 buildings 1 existing 4-story office building (± 88,707 s.f.) 1 proposed stand-alone bank building (4,081 s.f.)		
Variance	LAND DEVELOPMENT BOARD APPROVALS: PSV17-14 Requesting Variance relief from Section 34-162(f) to allow 100% overlap of proposed utility easement within the eastern perimeter landscape buffer. PSV17-15 Requesting Variance relief from Section 34-164(a) to allow the required foundation planting being shift to the Southwest corner of the building. PSV17-16 Requesting Variance relief from Section 34-162(a) for the allowance of not having a landscaped buffer strip on the East side of the trash dumpster enclosure. COUNCIL CONSIDERATION: PSV17-17 Requesting Variance relief from Section 34-327(b) to allow three free standing signs along 10th Avenue North. PSV17-18 Requesting a Variance relief from Section 34-328(a)(1) to allow building wall signage on the building facing North and West which not face a public street right-of-way.		
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	Office building-88,707 SF @ 1/200 SF-444 required Bank use -4,081 SF @ 1/200 SF=21 required Total required 465 parking	445	No (existing office building is non-conforming with 422 parking spaces - with the proposed site plan, non-conformities will be lessened with the addition of 23 parking spaces)
Site Characteristics			
Existing Use	Detached 7 lanes drive-through	Proposed Use	4,081 square feet Stand-alone Chase Bank Branch and two (2) lanes drive-through ATM with a by-pass lane.
Zoning	Commercial General (CG)	Existing Future Land Use	Commercial

Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Residential	Low Density Residential & Commercial	Residential Multiple-Family (RM) & Commercial General (CG)
South	Residential	Unknown Unincorporated Palm Beach County	Unknown Unincorporated Palm Beach County
East	Commercial shopping center	Unknown Unincorporated Palm Beach County	Unknown Unincorporated Palm Beach County
West	Mobil home park	High Density Residential	Residential Multiple-Family (RM)
Recommendation			
Land Development Staff recommends conditional approval of the proposed redevelopment plans to demolish the existing drive-through facility and construct a 4,081 square feet stand-alone Chase Bank building with two lane drive-through ATM and by-pass lane as depicted on the proposed site plan, based on consistency with the Village Comprehensive Plan and compatibility with surrounding uses.			



I Site History

- Ordinance 2010-02: Annexation

The property was voluntarily annexed into the Village of Palm Springs as a developed parcel on February, 2010, and designated with the Land Development as Commercial General zoning districts and future land use Commercial.

II Comprehensive Plan Consistency

- The subject property's Zoning and Future Land Use designation are Commercial and Commercial General (CG), respectively. The proposed special exception use of a bank building with drive-thru is generally consistent with goals, objectives and policies of the Village's Comprehensive Plan.
- Policy B.11 states "The Village supports Palm Beach County acquisition of additional rights-of-way to widen Tenth Avenue North" – the County has requested free and clear r/w dedication.
- Policy C.2 states "The Village shall coordinate with Palm Beach County ... to cooperatively plan for the future acceptable roadway capacity for Tenth Avenue North."
- Policy D.4 states "The Village of Palm Springs should adopt the County Thoroughfare Right-of-Way Protection Map when all legal issues surrounding the map have been resolved."
- Policy D.5 states "Given the Village's desire to maintain its neighborhood character, existing roadway deficiencies will be corrected by coordinating with the County in its effort to perform improvements on Kirk Road and Tenth Avenue North."

III Variances Requested

- The applicant is requesting a Variance (**PSV17-14**) from the Village Regulation Section 34-162(f) to allow 100 % overlap of proposed utility easement within the eastern perimeter landscape buffer.

The applicant contends that the proposed buffer on Florida Mango Road has an existing water main running north to south within the greenspace. This water main does not currently lie within an easement but the applicant has agreed to provide an easement over this existing condition, but that will result in an overlap of the landscape buffer and easement. The applicant's full justification is attached hereto.

- The applicant is requesting a Variance (**PSV17-15**) from the Village Regulation Section 34-164(a) to allow the required foundation planting on the South side of the building being shifted to the southwest corner of the building.

Foundation planting	Required	proposed
25% of the linear feet of the building façade facing a street shall be planted with trees, shrubs or hedges. The foundation planting area shall be a minimum of five feet wide.	64 sq.ft.	125.2 sq.ft.

- The applicant is requesting a Variance (**PSV17-16**) from the Village Regulation Section 34-162(a) for the allowance of not having a landscaped buffer strip on the east side of the trash dumpster enclosure.

The applicant contends that the site plan indicates the existing property line and potential future dedication, and it was decided that the proposed bank should shift to the west to allow for this potential future condition. The existing office building, its parking spaces and drive aisles must remain untouched during redevelopment of this parcel. This results in the inability to deflect parking spaces and drive aisles and the applicant encroaching into the 15 feet required landscape buffer, to allow for fire access, cross

parking and circulation, and the redevelopment of a limited area on site currently occupied by the seven drive-thru lanes. The applicant's full justification is attached hereto.

Staff supports the applicant's requests.

- The applicant is requesting a Variance (**PSV17-17**) from the Village Regulation Section 34-327(b) to allow three free standing signs along 10th Avenue North.
 1. Chase free standing Monument Sign located on the South side of the building
 2. Free standing tenant sign located south of the existing office building
 3. Reface existing pylon sign for future tenant use located at driveway entrance on 10th Avenue N.

The applicant contends that the proposed redevelopment of the large parcel with two frontage results in an outparcel in function, as the lease area for the proposed bank on the hard corner has two frontages and is requesting its own signage. The large remaining development, is unique in that it, too. Has two street frontages and is requesting signage proportionate to that size. This is a unique circumstance created by the redevelopment framework of the project. If the applicant were to subdivide for the purposes of the bank development, the outparcel would be permitted two freestanding signs for its own use, and the remainder of the project, as a non-residential area with two frontage would be permitted two additional freestanding signs. The applicant's full justification is attached hereto.

Staff conditionally supports the applicant request upon the free standing tenant sign shall comply with Section 34-327 of our Land Development Regulations.

- The applicant is requesting a Variance (**PSV17-18**) from the Village Regulation Section 34-328(a)(1) to allow building wall signage on the building facing North and West which not face a public street right-of way.

The applicant contends that the proposed redevelopment of the large parcel with two frontage results in an outparcel in function, as the lease area for the proposed bank on the hard corner has two frontages but desires to also be visibly identified from within the larger development. The total wall sign area permitted by code has been distributed around the building, working within the allowed signage volumes. The development is not a stand-alone commercial use with two frontages, it is part of a larger development and naturally desires visibility and internal capture of those customers which may have come to the project for another reason, and should realize that there is a bank within the property before they leave the overall development. The applicant's full justification is attached hereto.

Total sign area proposed is 38.9 s.f. less than what is overall permissible on the building as wall signage.

Elevations	Requested Sign area (s.f)	Sign Allowance (s.f.)
North	25.61	0 (note: if North elevation faced a public street, it would be eligible for 62.7 s.f.)
South	36.87	125.4

East	57.61	91.2
West	57.61	0 (if East elevation faced a public street, it would be eligible for 91.2 s.f.)

Staff supports the applicant's request to allow wall signage on the North and West sides of the building.

IV Neighborhood Compatibility

- 1) The proposed project is located on the northwest corner of 10th Avenue North and South Florida Mango Road.
- 2) An existing shopping center is located on the east side of the property with several different retails, offices and restaurant establishments occupying the suites.
- 3) Surrounding properties are residential use.

V Regulatory Issues:

- The subject application is a form of site plan amendment, and as such, the applicant's request opens the project for additional scrutiny including conformance to Codes that have been adopted since the original site plan approval by Palm Beach County in 1975.
- The site plan conforms to the property development standards of the CG district.
 - 1) Proposed project plan generally meets required site development regulations.
 - 2) The proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
 - 3) Civil/Utility plans shall be revised and resubmit to the Village for review and approval.
 - 4) Site plan is subject to right of way dedication/acquisition per Palm Beach County on the East (7 feet wide) and South side (0.5 feet wide) of the property.
 - 5) A 10 feet Utility Easement over the existing 10 inch water main that runs along the south and east sides of the property shall be provided to the Village.
 - 6) Permits from all applicable permitting agencies including but not limited to SFWMD, PBC Land Development and Village of Palm Springs shall be obtained.
- Sec. 34-1329(6)f requires a minimum of 5 stacking spaces for any drive-through facility, regardless of the use. This requirement may be excessive for a banking facility in consideration of current on-line and mobile transaction alternatives. The proposed site plan is providing space for 4 vehicles on each of the 2 lanes. The applicant has provided bank documentation in support of the deviation that identifies the maximum number of vehicles observed in a queue during the average peak period is two vehicles, including one vehicle at the ATM and one vehicle waiting to move up to the ATM, with the transaction duration at the ATM between 45 to 90 seconds. Therefore, the proposed 8 stacking spaces should be sufficient to avoid circulation conflicts, and staff supports administrative relief.
- Palm Beach County is requesting the Village to require, as a condition of approval, the free and clear dedication of additional right-of-way to accommodate intersection improvements: 7' along the east side of the property, 0.5' along the south side of the property, and a 40' radius corner clip at the intersection. The Applicant has adjusted the site layout to accommodate the dedication/acquisition of this additional right-of-way. The Applicant has not agreed to dedicate the area without compensation. Land Development staff and the Village Attorney are still assessing the Village's authority or obligation to require free and clear dedication of right-of-way

for a County road. Palm Beach County has stated that any necessary permits or approvals (ie, driveway permit) will necessitate dedication of the requested right-of-way.

VI Environmental Issues:

There are no environmental (wetlands, floodplains, etc) issues identified.

VII Community Outreach/ Notification

- The subject property was posted on July 3, 2017.
- Public Notification letters were mailed to all property owners within 300 foot radius of subject property on June 30, 2017.
- Legal advertisement was published in the paper on June 1, 2017.
- Staff has not received any inquiries or comments as a result of the notices.

VIII Proposed Development Plan Details

The petitioner's development plans dated received on April 27, 2017 depicts the following:

- Application for Site and Development Plan and Special Exception approval to demolish the existing drive-through facility and construct on its place a 4,081 square feet stand-alone Chase Bank Branch with two lane drive-through ATM and by-pass lane.
 1. Site Plan dated April 25, 2017 revised and resubmitted on June 16, 2017.
 2. Civil/utility plans dated April 25, 2017 revised and resubmitted on June 16, 2017.
 3. Survey received on April 25, 2015 revised and resubmitted on June 16, 2017.
 4. Photometric plan dated April 25, 2017 revised and resubmitted on June 16, 2017.
 5. Architecture plan dated April 25, 2017 revised and resubmitted on June 21, 2017.
 6. Sign package
 7. Color rendering
 8. Justification statement of proposed use.

IX Recommendation

The property is currently developed with approximately 88,707 square feet of office use (within a 4-story building) and 7-lane detached drive-through banking facility. Located within the office building is an existing 9,911 square feet Chase Bank branch. The applicant is proposing to demolish the 7-lane drive-through facility and construct in its place a 4,081 square feet stand-alone Chase Bank branch with two drive-up ATM lanes and a by-pass lane.

Land Development Staff has conducted a review of the application and found the proposed modification to the Special Exception use (drive-thru facility) to generally be consistent with goals, objectives and policies of the Village's Comprehensive Plan. The proposed site plan amendment for the bank use with drive-through lanes is generally consistent with land development and zoning regulations and all other portions of the code. The proposed special exception use does not significantly reduce light and air adjacent properties. The use will not be deterrent to surrounding properties. The new project does not negatively impact natural systems.

Staff recommends conditional approval of the redevelopment of the site to construct a 4,081 square feet stand-alone bank building with two ATM drive-through lanes (and a by-pass lane) subject to the following twenty-eight (28) conditions and a request for a voluntary commitment, below:

1. Build out date December 31, 2019.
2. The special exception approval for the drive-through use shall be implemented (issuance of a building permit) within 18 months of Council approval.
3. The property owner shall register an Agent of Record, prior to issuance of a permit, to establish a contact person responsible for compliance with this Development Order, including site plan/landscape plan details and conditions of approval.
4. The drive-thru services shall be completed and operational **prior to Certificate of Occupancy**.
5. The proposed decorative bollards with planters shall be of a color consistent with the base of the building (Oak Creek or Sundew per Sheet A-201) **at time of permitting**.
6. A Utility/Civil Plan review application shall be applied with the Village and approved by the Village Engineer **at time of permitting** (review comments issued by Engenuity, dated June 23, 2017, shall be addressed).
7. A 10 feet Utility Easement over the existing 10 inch water main that runs along the south and east sides of the property shall be provided to the Village **at time of permitting**.
8. The driveway on South Florida Mango Road shall be re-stripped **prior to issuance of Certificate of Occupancy**.
9. The proposed sign easement for the Village's welcome sign shall be reviewed and approved by the Village **at time of permitting** and shall be recorded **prior to issuance of the building permit**.
10. All trees shall be 12' in height at time of planting and shrubs shall be a minimum of 30" at time of planting, landscape plans shall be revised **prior to permitting** to show compliance with Code minimum planting requirements.
11. Mechanical equipment and above-ground infrastructure shall be screened from view.
12. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
13. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting, as needed.
14. Root barriers shall be utilized on trees and palms. Landscaped areas shall be irrigated (including but not limited to buffer, islands, planter boxes, etc.). New irrigation systems shall be maintained separately from potable water distribution systems, and shall include rain sensor shut-off mechanisms.
15. A pre-construction meeting shall be scheduled with the Village Land Development Department prior to commencement of any construction activity. Permits are required from the Land Development Department prior to commencing any construction or renovation. The project shall be constructed in accordance with the FBC edition in effect at the time of permitting.
16. All electric utilities shall be underground (within the affected area for the bank).
17. A silt barrier shall be installed around the perimeter of the property (within the affected area for the bank construction) prior to commencement of any site work or construction activity, and a track pad shall be installed at the construction entrance(s), both of which shall remain through substantial completion.
18. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy.

19. Plants installed shall conform to or exceed the minimum standards for Florida Number 1, as provided in the most current edition of the Grades and standards for Nursery Plants, Part I and II, prepared by the State Department of Agriculture and Consumer Services.
20. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
21. Absolutely no occupancy, other than construction personnel, is permitted prior to TCO/CO.
22. Photometrics must be certified by an engineer prior to CO.
23. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.
24. The applicant may be required to provide a resident inspector for structural elements such as concrete pours in accordance with Section 109.1.3 FBC 2010 and F.S. 553.791. Determination shall be made at time of pre-construction conference with Land Development Director.
25. Permits are required from the Land Development Department prior to commencing any construction or renovation.
26. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
27. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
28. At the time of CO, the petitioner shall provide the Land Development Department with electronic copies of as-builts.
29. The Applicant is requested to offer a voluntary commitment to dedicate additional right-of-way to Palm Beach County for the purposes of accommodating the ultimate desirable typical section per the Thoroughfare Right-of-Way Identification Map. Palm Beach County Engineering has requested the following:
 - a) The Property Owner shall provide to the Palm Beach County Right of Way Acquisition Section of Roadway Production Division a road right of way deed and all associated documents as required by the County Engineer for 10th Avenue North, fifty-four and a half (54.5) feet, measured from centerline of the proposed right of way on an alignment approved by the County Engineer. All right of way deed(s) and associated documents shall be provided and approved prior to the issuance of the first building permit or within ninety (90) days of a request by the County Engineer, whichever shall occur first. Right of way conveyance shall be along the entire frontage and shall be free and clear of all encroachments and encumbrances. Property Owner shall provide Palm Beach County with sufficient documentation acceptable to the Right of Way Acquisition Section to ensure that the property is free of all encumbrances and encroachments, including a topographic survey. The Property Owner must further warrant that the property being conveyed to Palm Beach County meets all appropriate and applicable environmental agency requirements. In the event of a determination of contamination which requires remediation or clean up on the property now owned by the Property Owner, the Property Owner agrees to hold the County harmless and shall be responsible for all costs of such clean up, including but not limited to, all applicable permit fees, engineering or other expert witness fees including attorney's fees as well as the actual cost of the cleanup. Thoroughfare Plan Road right of way conveyances shall be consistent with Palm Beach County's Thoroughfare Right of Way Identification Map and shall include, where appropriate as determined by the County Engineer, additional right of way for Expanded Intersections and Corner Clips. The Property Owner shall not record these required deeds or related documents. Palm Beach County will prepare a

tax pro-ration. A check, made payable to the Tax Collector's Office, shall be submitted by the Property Owner for the pro-rated taxes. After final acceptance, Palm Beach County shall record all appropriate deeds and documents.

- b) The Property Owner shall provide to the Palm Beach County Right of Way Acquisition Section of Roadway Production Division a road right of way deed and all associated documents as required by the County Engineer for South Florida Mango Road, forty-seven (47) feet, measured from centerline of the proposed right of way on an alignment approved by the County Engineer. All right of way deed(s) and associated documents shall be provided and approved prior to the issuance of the first building permit or within ninety (90) days of a request by the County Engineer, whichever shall occur first. Right of way conveyance shall be along the entire frontage and shall be free and clear of all encroachments and encumbrances. Property Owner shall provide Palm Beach County with sufficient documentation acceptable to the Right of Way Acquisition Section to ensure that the property is free of all encumbrances and encroachments, including a topographic survey. The Property Owner must further warrant that the property being conveyed to Palm Beach County meets all appropriate and applicable environmental agency requirements. In the event of a determination of contamination which requires remediation or clean up on the property now owned by the Property Owner, the Property Owner agrees to hold the County harmless and shall be responsible for all costs of such clean up, including but not limited to, all applicable permit fees, engineering or other expert witness fees including attorney's fees as well as the actual cost of the cleanup. Thoroughfare Plan Road right of way conveyances shall be consistent with Palm Beach County's Thoroughfare Right of Way Identification Map and shall include, where appropriate as determined by the County Engineer, additional right of way for Expanded Intersections and Corner Clips. The Property Owner shall not record these required deeds or related documents. Palm Beach County will prepare a tax pro-ration. A check, made payable to the Tax Collector's Office, shall be submitted by the Property Owner for the pro-rated taxes. After final acceptance, Palm Beach County shall record all appropriate deeds and documents.

THE
LAKE WORTH HERALD

Published Once a Week

Lake Worth, Palm Beach County, Florida

2017 JUL 14 AM 11 57

Legal Notice No. 31940

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Notice of Site Plan and Special Exception Review public hearing will be held at 6:30 p.m. on July 11, 2017 in the Village Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, to consider SPR17-05, PSSE 17-04, PSV 14, 15, 16, 17, 18, and August 10, 2017, to consider PSV 17 & 18.

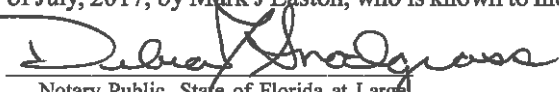
was published in said newspaper in the issue of

July 6, 2017

Affiant further says that the said *The Lake Worth Herald* is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 6th day of July, 2017, by Mark J Easton, who is known to me.


Notary Public, State of Florida at Large



PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Tuesday, July 11, 2017 at 6:30 p.m. by Land Development Board
Thursday, August 10, 2017 at 6:30 p.m. by the Palm Springs Village Council
in the Village Hall Council Chambers at 226 Cypress Lane, Village of Palm Springs to consider:

Site Plan and Special Exception Review

An application submitted by Kimley-Horn and Associates, Inc., agent for JPMorgan Chase Bank, National Association ("Applicant") for a Site Plan (SPR17-05) and concurrently requesting a Special Exception Use (PSSE17-04) to redevelop the site with the demolition of the existing drive-through and in its place will be construction of a stand-alone 4,081 square feet Chase Bank Branch and two lane drive-through ATM with a by-pass lane, to be located at 2601 10th Avenue North.

Additional Applicant Request:

Tuesday, July 11, 2017 at 6:30 p.m. by Land Development Board
in the Village Hall Council Chambers at 226 Cypress Lane, Village of Palm Springs to consider:

PSV17-14 - Variance Relief from Section 34-162(f) of the Code of Ordinance to allow 100% overlap of proposed utility easement within the eastern perimeter landscape buffer.

PSV17-15 - Variance Relief from Section 34-164(a) of the Code of Ordinance to allow the required foundation planting being shift to the Southwest corner of the building.

PSV17-16 - Variance Relief from Section 34-162(a) of the Code of Ordinance for the allowance of not having a landscaped buffer strip on the East side of the trash dumpster enclosure.

Thursday, August 10, 2017 at 6:30 p.m. by the Palm Springs Village Council
in the Village Hall Council Chambers at 226 Cypress Lane, Village of Palm Springs to consider:

PSV17-17 - Variance Relief from Section 34-327(b) of the Code of Ordinance to allow three free standing signs along 10th Avenue North.

PSV17-18 - Variance Relief from Section 34-328(a)(1) of the Code of Ordinance to allow building wall signage on the building facing North and West which do not face a public street right-of way.

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application may be reviewed at the Village Clerk's Office, Monday - Friday, 8:00 a.m. - 5:00 p.m.

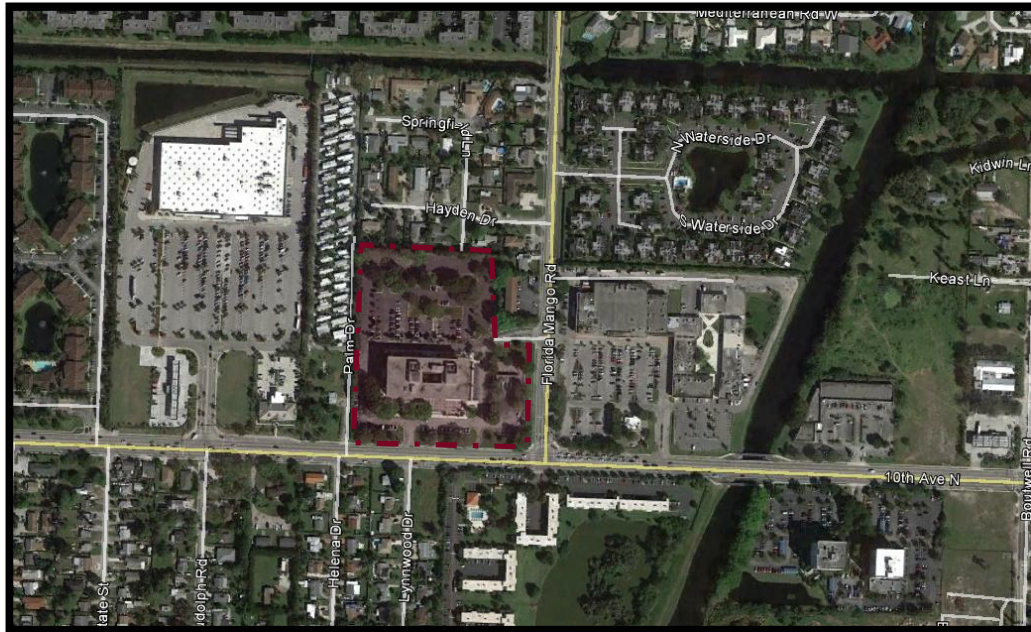
If a person decides to appeal any decision made by the above Boards with respect to any matter considered at such hearings, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

Kimberly M. Wynn, Village Clerk
Village of Palm Springs, Florida
Publish: Lake Worth Herald
July 6, 2017

June 21, 2017 (revised)

Kim Glas-Castro, AICP Director Planning, Building & Zoning
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

RE: Chase Lake Worth Main Project Narrative



PROJECT HISTORY

The subject site, at 2601 10th Avenue North is located a mile west of US 95 (Palm Beach County Property Appraiser PCN 70-73-44-20-01-008-0080). Currently existing on this site is a $\pm$ 88,707 SF, 4-story office building. Located within the office building is an existing $\pm$ 9,911 SF Chase Branch with detached seven (7) lane drive-through. Proposed is a redevelopment of the site, with the demolition of the existing drive-through and in its place, the construction of a stand-alone 4,081 SF Chase Bank Branch and a two (2) lane drive-through ATM with a by-pass lane.

The project site is in the CG – Commercial General District with a Future Land Use Designation of Commercial. The site was annexed into the Village of Palm Springs and originally permitted through Palm Beach County. The site was constructed prior to annexation into the Village of Palm Springs, in accordance with the Unified Land Development Code at the current time. The approved documents from Palm Beach County have been included as an attachment for reference.

The applicant is requesting the following:

- Major Site Plan Approval
- Special Exception Approval (For Drive Through Use)
- Variance Requests as illustrated below

VARIANCE REQUESTS			
Code Section	Reference / Standard	Proposed Condition	Variance Requested
Section 34-327 (B) (freestanding signs)	2	4	+2
Section 34-328 (a) (wall signs)	One per frontage (2)	4	+2
Section 34-164 (a) (foundation plantings)	25% of linear façade facing a street, minimum 5' wide	(10 th Avenue Frontage) 0'	-5', 10 th Avenue Frontage
Section 34-162 (f) (easement overlap)	Maximum 5' overlap of utility easement	(future 10' easement over existing water main – Florida Mango Road buffer)	10' overlap
Section 34-162 (a) (dumpster screening)	Trash dumpster buffer strip, minimum 5' wide, three sides	buffer strip, minimum 5' wide, two sides (south and north)	-east side 5' strip

Special Exception Criteria – Chapter 34, Section 34-608

1. The proposed special exception use is consistent with goals, objectives, and policies of the village's comprehensive plan.
 - a. *The future land use of this subject site is Commercial and is consistent with Objective K. This development discourages urban sprawl in order to achieve a compact urban form. The applicant has integrated the village's site development regulations such as access management and intensity that are consistent with the village's comprehensive plan.*

2. The proposed special exception is consistent with the land development and zoning regulations and all other portions of this Code.
 - a. *The proposed development is in harmony with the existing built environmental surrounding the project. This project is seeking five variances, 1.) an increase in total number of freestanding signs allowed along the frontage of the road, 2) wall signage along facades which do not face a public right of way 3) reduction in foundation planting on the south side of the building; 4) utility easement overlap of more than five feet and 5) elimination of one side of dumpster landscape screening strips. These variances are discussed below in more detail, but it bears mentioning that as only a portion of the 8.90 AC project is being redeveloped, many non-conformities located outside of the affected area are to remain on this site. These existing nonconformities outside of the affected area will remain. The proposed financial institution represents a trend in the banking world to reduce the physical square footage of the bank facility in recognition of a trend toward online banking, and likewise the drive through lanes will not include a teller window, but are detached ATM units. In regards to vehicle queuing, please see the provided Vehicle queuing analysis study prepared by Coen Company for ATM drive through lanes. Based on their findings, a maximum queue of two vehicles conducting the transaction are experienced, and the proposed queuing capacity of four vehicles is more than sufficient for the proposed project.*
3. The proposed special exception use is compatible with the character and use (existing and future) of the surrounding properties in its function; hours of operation, type and amount of traffic to be generated; building location, mass, height and setback; and other relevant factors peculiar to the proposed special exception use and the surrounding property.
 - a. *The proposed two lane drive-through is an efficient replacement of (with a reduction in intensity from) the existing use, and is in harmony with the surrounding built environment and adjacent development. The proposed two lane drive-through ATM will not adversely affect the surrounding uses, as commercial development at the hard corner of the intersection of Florida Mango Road and 10th Avenue North.*
4. The establishment of the proposed special exception use in the identified location does not create a concentration or proliferation of the same or similar type of special exception use, which may be deemed detrimental to the development or redevelopment of the area in which the special exception use is proposed to be developed.
 - 1) *This proposed development is unique in the fact that it will be not be replacing the existing office building. The proposed Chase will be integrated within this site and its existing structures. This proposed Chase Bank with a two-lane ATM drive-through will be replacing the existing 7 lane drive-through. The proposed site modification is anticipated to result in a decrease of 586 net new daily trips, a decrease of 42 net new AM peak hour trips and a decrease of 97 net new PM peak hour trips. This location of the bank is a necessary use to the adjacent residential neighborhoods, the nearest bank is a half a mile away from the proposed Chase Bank. Speaking bigger picture, the redevelopment of this particular corner of the 8.90 AC will spark future*

redevelopment opportunities throughout the entire parcel. Once the bank is completed, the office will convert to strictly office or new commercial with an anchor tenant will arise.

5. The proposed special exception use does not have a detrimental impact on surrounding properties based on:
 - a. The number of persons anticipated to be using, residing, or working on the property as a result of the special exception use;
 - *The proposed two lane ATM drive-through will not have a detrimental impact to its users or workers. The ATM's require minimal maintenance, which is performed during off hours. A Chase employee will not be residing and operating the ATMs for customers within the drive-through lane. The ATMs will strictly be self-operated.*
 - b. The degree of noise, odor, visual, or other potential nuisance factors generated by the special exception use; and
 - *The proposed two lane ATM drive-through will not generate a substantial amount of noise that will negatively impact the adjacent uses. This area will not create any odor or any unappealing visuals. This proposed development which includes upgrades in landscaping, will enhance the surrounding properties.*
 - c. The effect on the amount and flow of traffic within the vicinity of the proposed special exception use.
 - *The proposed redevelopment is a reduction in traffic from the existing developed block; and is in harmony with the future land use element as currently adopted. The proposed site modification is anticipated to result in a decrease of 586 net new daily trips, a decrease of 42 net new AM peak hour trips and a decrease of 97 net new PM peak hour trips.*
6. That the proposed special exception use:
 - a. Does not significantly reduce light and air to adjacent properties.
 - *Please refer to sheet P1.00 - Photometric Plan Included in this submittal package. This photometric plan is displaying that this two-lane ATM drive-through does not create a substantial amount of glare that would negatively impact the adjacent residential area.*
 - b. Does not adversely affect property values in adjacent areas.
 - *This development will not have a negative impact on the surrounding properties' value. The development is architecturally pleasing and has met all design criteria to increase visual appearance.*

- c. Would not be deterrent to the improvement, development or redevelopment of surrounding properties in accord with existing regulations.
 - *The proposed development is in harmony with the existing built environmental surrounding the project. This project is seeking five variances, 1.) an increase in total number of freestanding signs allowed along the frontage of the road, 2) wall signage along facades which do not face a public right of way 3) reduction in foundation planting on the south side of the building; 4) easement overlap of more than five feet and 5) elimination of one side of dumpster landscape screening strips. A portion of the 8.90 AC project is being redeveloped, many non-conformities outside of the affected area are to remain on this site. Please see the provided Vehicle queuing analysis study prepared by Coen Company. Based on their findings, a maximum queue of two vehicles will be experienced which is more than adequately accommodated with the proposed layout. The submitted C1.00 – Master Plan shows a total of four cars queued for each drive through ATM lane. The proposed project has complied with all other aspects of the land development code and comprehensive plan.*
- d. Does not negatively impact adjacent natural systems or public facilities, including parks and open spaces.
 - *This proposed development does not impact any adjacent natural systems or public facilities, including parks and open spaces.*
- e. Provides pedestrian amenities, including, but not limited to, benches, trash receptacles, and/or bicycle parking.
 - *Existing sidewalks encompass the subject site providing pedestrian circulation. An ADA compliant sidewalk connection is provided for customers to safely access the proposed Chase Bank. Also, sidewalks are proposed for orderly pedestrian movement from parked vehicles and within the proposed Chase parking areas.*

The 8.90- acre parcel has two frontages, 10th Avenue N and Florida Mango Road. Two existing pylon sign currently exist on this parcel, one is located on 10th Avenue N and one is located on Florida serving the existing 88,707 SF building. The applicant is proposing the following signs for the project.

- 1) **Frontage on Florida Mango** - Remove the existing pylon sign located on Florida Mango and replace it with a Chase Bank free standing monument sign.
- 2) **Frontage on 10th Avenue N.** – Propose three (3) free standing signs
 - i. **Chase Free Standing Monument Sign** - located on south side of building
 - ii. **Monument sign for existing 88,707 SF office building** – located south of the existing 88,707 SF building
 - iii. **Reface existing pylon sign** – located south of the existing 88,707 SF building at driveway entrance

It should be understood that the proposed bank facility is not proposing to subdivide the parcel at this time, instead entering into a lease for land area that includes the bank building, drive through and associated parking. If the applicant were to subdivide for purposes of the bank development, the outparcel would be permitted two (2) freestanding signs for its own use, and the remainder of the project, as a nonresidential area with two frontages would be permitted two additional freestanding signs.

Variance Criteria Chapter 34, Section 34-327 – Variances (freestanding signs)	
1) Special and unique conditions exist which are peculiar to the applicant's case and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public rights-of-way.	<i>The proposed redevelopment of the large parcel with two frontages results in an outparcel in function, as the lease area for the proposed bank on the hard corner has two frontages and is requesting its own signage. The large remaining development, is unique in that it, too, has two street frontages and is requesting signage proportionate to that size. This is a unique circumstance created by the redevelopment framework of the project.</i>
2) The special and unique conditions are not directly attributable to the actions of the applicant	<i>While it could be argued that a complete demolition and redevelopment of the large commercial parcel would afford more flexibility in design, the existing office building is constrained by a long-term lease with a major bank tenant (with 7 detached drive through lanes) which effectively blocks any attempt to redevelop the parcel UNLESS the bank is provided a mitigating space for operation with</i>

	<i>drive through access. The modernizing of bank activities allows this to take place within the area formerly dedicated solely to drive through lanes. The signage associated with this functional corner development does not negate the signage needs expected by the remaining commercial space with two frontages. This redevelopment in part will facilitate the re-purposing of the project as a whole over time, and is the initial step of the process.</i>
3) The literal interpretation of this article, as applied to the applicant, would deprive the applicant of rights commonly enjoyed by persons who are similarly situated.	<i>A literal interpretation of the code would force the property owner to plat the subject property for purposes of signage rights. In recognition that a passing vehicle does not visually see a parcel line, or a lease line as shown on a survey, the applicant is pursuing variance relief to provide the same level of signage.</i>
4) The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.	<i>The variance requested is not in excess of code allowances when tabulated individually as an outbuilding, and remaining commercial development.</i>
5) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.	<i>Members of the public will benefit from orderly and informative signage directing them to the new bank facility, drive through, and other uses on site. It will reduce driver mistakes as they enter the project and allow for the future development of the office building.</i>

The proposed bank also wishes to include signage on four sides of the building. Section 34-328 (a) governs allowances for wall signage, providing a calculation for wall signage based on whether the façade is facing a primary frontage or secondary frontage. The proposed signage is demonstrated on the attached sign package from NW Sign Industries and is as follows:

Façade / Frontage	Section 34-328 Maximum Allowable Area (Buildings greater than 20' in height)	Proposed Wall Sign Area / Sign Package Sign Symbol
South / Primary	<i>55' linear frontage x 19' height (to parapet) x 0.10 = 104.5 SF</i>	37 SF / E03 (no variance)
East / Secondary	<i>80' linear frontage x 19' height (to parapet) x 0.05 = 76 SF</i>	58 SF / E04 (no variance)
North / No Frontage	N/A	26 SF / E06 (variance)
West / No Frontage	N/A	58 SF / E05 (variance)

Note that the total allowable wall signage is (104.5 + 76) 180.5 square Feet and the total requested wall signage is (37 + 58 + 26 + 58) 179 Square Feet, the variance request is to allow wall signage on facades not directly facing a public right of way.

Variance Criteria Chapter 34, Section 34-328 – Variances (wall signage)	
6) Special and unique conditions exist which are peculiar to the applicant's case and which are not generally applicable to the property located within the zoning district or neighborhood involved, such as natural or manmade sight limitations from the public rights-of-way.	<i>The proposed redevelopment of the large parcel with two frontages results in an outparcel in function, as the lease area for the proposed bank on the hard corner has two frontages but desires to also be visibly identified from within the larger development. The total wall sign area permitted by code has been distributed around the building, working within the allowed signage volumes as shown in the calculation above.</i>
7) The special and unique conditions are not directly attributable to the actions of the applicant	<i>The development is not a stand-alone commercial use with two frontages, it is part of a larger development and naturally desires visibility and internal capture of those customers which may have come to the project for another reason, and should realize that there is a bank within the property before they leave the overall development.</i>

8) The literal interpretation of this article, as applied to the applicant, would deprive the applicant of rights commonly enjoyed by persons who are similarly situated.	<i>A literal interpretation of the code would result in larger wall signs fronting 10th Avenue North and Florida Mango Road, which have been reduced to distribute wall signage to the four facades, and may result in a visitor to the office building leaving the premises only to realize the existence of the bank and circle back, adding unnecessary traffic to the surrounding roadways.</i>
9) The variance granted is the minimum variance necessary for the applicant to make reasonable use of the property.	<i>The variance requested is not in excess of code allowances when tabulated individually as an outbuilding, and remaining commercial development.</i>
10) Granting the variance is not detrimental to the public welfare, or injurious to property or improvements in the zoning district or neighborhood involved.	<i>Members of the public will benefit from orderly and informative signage directing them to the new bank facility, drive through, and other uses on site. It will reduce driver mistakes as they enter the project and allow for the future development of the office building.</i>

Proposed are three related variances related to the eastern buffer adjacent to Florida Mango Road. The site plan indicates the existing property line, and potential future dedication, and it was decided that the proposed bank should shift to the west to allow for this potential future condition. That shift results in two limitations, the first being foundation planting and second the provision of landscape screening on one side of the proposed dumpster. Responses to the variance criteria are shown below.

Variance Criteria -Chapter 34, Section 34-164 – Foundation Plantings	
a) That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.	<i>The existing 88,707 SF building, it's parking spaces and drive aisles must remain untouched during the redevelopment of this parcel. This results in the inability to deflect parking spaces and drive aisles and the applicant encroaching into the 15' required landscape buffer, to allow for fire access, cross parking and circulation, and the redevelopment of a limited area on site currently occupied by seven drive through lanes. As discussed above, the future potential dedication of right of way along Florida Mango Road resulted in a site constraint peculiar to this outparcel.</i>

b) That the special conditions and circumstances do not result from the actions of the applicant.	<i>The applicant is pursuing the redevelopment of a portion of an existing nonconforming parcel and did not design the original 88,707 SF building and layout. The applicant is only able to utilize 1.51 acres of the 8.90 acres parcel for redevelopment, resulting in this encroachment and the inability to avoid this request, the constraints on the west and future encroachment from the east results in a very limited development area.</i>
c) That granting the variance requested will not confer on the applicant any special privilege that is denied by the chapter to other lands, buildings, or structures in the same land development district.	<i>The applicant was only allotted 1.51 AC of redevelopment constricting the site layout design limits. The site is bookended by the future ultimate right of way for Florida Mango to the east and the existing 88,707 SF building to the west.</i>
d) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.	<i>The literal interpretation of this provision would likely trigger a separate variance request for parking or landscape buffer width.</i>
e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.	<i>The applicant is providing foundation planting where possible, and in so doing has avoided a variance for landscape buffer width.</i>
f) That the granting of the variance will be in harmony with the general intent and purpose of this chapter.	<i>Objective K of the Village Comprehensive Plan encourages future growth and redevelopment by discouraging urban sprawl in order to achieve a compact urban form. The proposed use is a natural urban use that is compatible with the existing office building and adjacent residential neighborhoods.</i>
g) That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.	<i>Allowing relief from the foundation planting requirement will not be injurious to this area. Allowing the relief will not be visible from the public right of way along Florida Mango and 10th Ave. N.</i>

The proposed buffer on Florida Mango Road has an existing water main running north to south within the greenspace. This water main does not currently lie within an easement but the applicant has agreed to provide an easement over this existing condition, but that will result in an overlap of the landscape buffer and easement. The proposed 10' utility easement will lie within the landscape buffer and the code criteria only allows for a 5' overlap.

Variance Criteria - Chapter 34, Section 34-162 (f) –Utility Easement Overlap (Max 5')	
h) That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.	<i>No utility easement was dedicated over the existing water main, and the applicant is agreeing to provide an easement over the line. This is unique in that we are not proposing a new water main alignment in conflict with a buffer, but are recognizing and allowing an existing line to stay in place, with the protection of an easement, and have agreed to request a variance for the code conflict.</i>
i) That the special conditions and circumstances do not result from the actions of the applicant.	<i>The applicant did not construct the water main, or demand that the water main be moved, and is cooperating with the request to provide a utility easement over the existing line location.</i>
j) That granting the variance requested will not confer on the applicant any special privilege that is denied by the chapter to other lands, buildings, or structures in the same land development district.	<i>No special privilege is being granted with the request for this variance, the applicant is recognizing the existing water main condition and agreeing to cooperate by providing an easement.</i>
k) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.	<i>The literal interpretation of this provision would result in relocating the water main, which is not desirable for the Utility Department.</i>
l) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.	<i>The applicant is providing a landscape buffer with plantings that will avoid the easement itself, coordinated with utilities.</i>

m) That the granting of the variance will be in harmony with the general intent and purpose of this chapter.	<i>Objective K of the Village Comprehensive Plan encourages future growth and redevelopment by discouraging urban sprawl in order to achieve a compact urban form. The proposed use is a natural urban use that is compatible with the existing office building and adjacent residential neighborhoods.</i>
n) That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.	<i>The provision of a utility easement over the existing line is not injurious to members of the public, and the overall width of the buffer allows for plantings outside of the easement area.</i>

The dumpster enclosure on the west side of the building will provide a 5' planting strip on the north and south sides of the enclosure but on the west side, the public sidewalk, and constraints discussed above with the landscape buffer along Florida Mango eliminate the possibility of planting along the west face of the enclosure.

Variance Criteria -Chapter 34, Section 34-162 – Trash Dumpster buffer strip (3 sides required, 2 sides provided)	
a) That special condition and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same land development district.	<i>The existing 88,707 SF building, it's parking spaces and drive aisles must remain untouched during the redevelopment of this parcel. This results in the inability to deflect parking spaces and drive aisles and the applicant encroaching into the 15' required landscape buffer, to allow for fire access, cross parking and circulation, and the redevelopment of a limited area on site currently occupied by seven drive through lanes. As discussed above, the future potential dedication of right of way along Florida Mango Road resulted in a site constraint peculiar to this outparcel.</i>
b) That the special conditions and circumstances do not result from the actions of the applicant.	<i>The applicant is pursuing the redevelopment of a portion of an existing nonconforming parcel and did not design the original 88,707 SF building and layout. The applicant is only able to utilize 1.51 acres of the 8.90 acres parcel for redevelopment, resulting in this encroachment and the inability to avoid this request, the constraints on the west and future encroachment from the east results in a very limited development area.</i>

c) That granting the variance requested will not confer on the applicant any special privilege that is denied by the chapter to other lands, buildings, or structures in the same land development district.	<i>The planting strips along the north and south sides of the dumpster enclosure provide screening for vehicular traffic and the majority of view corridors. The west façade of the enclosure would only be visible by pedestrians walking next to the building. It could also be argued that a focus on CPTED provisions would encourage open corridors along pedestrian walkways.</i>
d) That literal interpretation of the provisions of this chapter would deprive the applicant of rights commonly enjoyed by other properties in the same land development district under the terms of this chapter and would work unnecessary and undue hardship on the applicant.	<i>The literal interpretation of this provision would disallow the sidewalk, which would force pedestrians into the drive aisle, an unsafe condition.</i>
e) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure.	<i>The applicant is providing dumpster plantings where possible, and due to the east and west constraints of the project, there is simply no more room to provide another 5' of plantings.</i>
f) That the granting of the variance will be in harmony with the general intent and purpose of this chapter.	<i>Objective K of the Village Comprehensive Plan encourages future growth and redevelopment by discouraging urban sprawl in order to achieve a compact urban form. The proposed use is a natural urban use that is compatible with the existing office building and adjacent residential neighborhoods.</i>
g) That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.	<i>Allowing relief from the landscape strip planting requirements adjacent to the dumpster will not be injurious to this area, and will not be detrimental to the public welfare</i>

We appreciate your consideration of this redevelopment request, please contact me at 561-404-7244 or Mark.Rickards@kimley-horn.com should you have any questions or concerns regarding this project.

Sincerely,

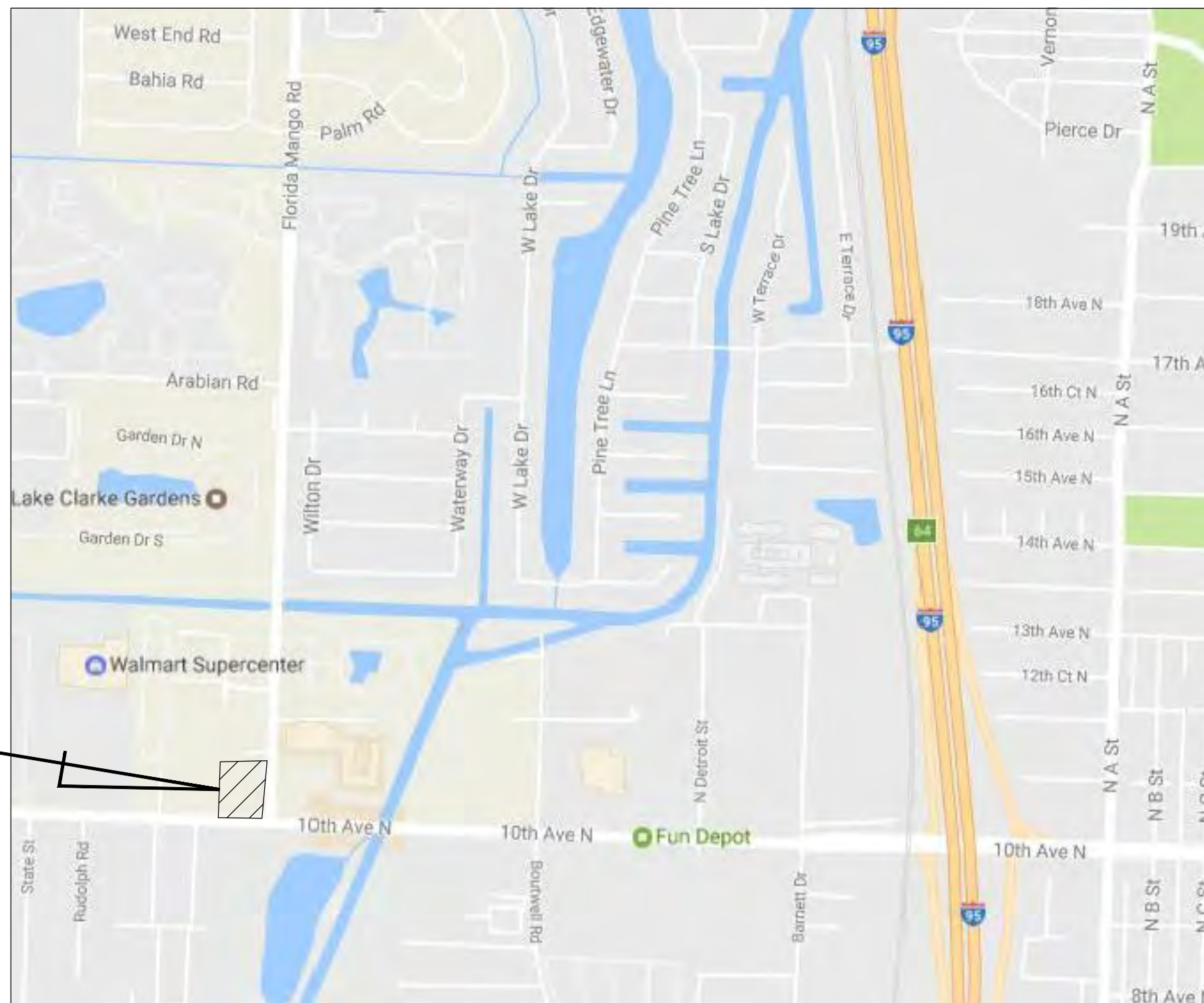


Mark Rickards, AICP

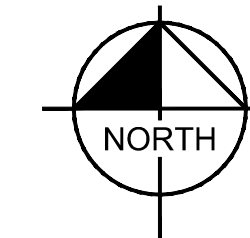
PROJECT LOCATION

PALM BEACH COUNTY

PROJECT LOCATION
2601 10TH AVENUE NORTH
LAKE WORTH, FL 33461



VICINITY MAP
NOT TO SCALE
SECTION: 20 TOWNSHIP: 44 RANGE: 43



OWNER
JP MORGAN CHASE BANK NATIONAL ASSOC.
270 PARK AVE.
NEW YORK, NY 10017-2014

KIMLEY-HORN
1615 SOUTH CONGRESS AVENUE, SUITE 201
DELRAY BEACH, FL 33445
PHONE: (561) 404-9895
CONTACT: MICHAEL D. MILES, P.E.

KIMLEY-HORN
1920 WEKIVA WAY, SUITE 200
WEST PALM BEACH, FL 33411
PHONE: (561) 845-0665
CONTACT: JONATHAN D. HAIGH, RLA

BDG ARCHITECTS, LLP
100 SOUTH ASHLEY DRIVE, SUITE 100
TAMPA, FL 33602
PHONE: (813) 323-9233
CONTACT: DONNALLY BAILEY, CGC

MILLER LAND SURVEYING
1121 LAKE AVENUE
LAKE WORTH, FL 33460
PHONE: (561) 586-2669
CONTACT: MICHAEL J. MILLER

Sheet List Table	
Sheet Number	Sheet Title
C0.01	COVER SHEET
C0.02	GENERAL NOTES
C1.00	MASTER SITE PLAN
C1.01	AFFECTED AREA SITE, SIGNAGE AND STRIPING PLAN
C1.02	SITE DETAILS
C5.00	PAVING, GRADING AND DRAINAGE PLAN
C5.01	PAVING, GRADING AND DRAINAGE DETAILS
C6.00	UTILITY PLAN
C6.01	UTILITY DETAILS
L0.00	TREE DISPOSITION PLAN
L1.00	LANDSCAPE PLAN
L1.10	LANDSCAPE DETAILS
L1.11	LANDSCAPE NOTES
P1.00	PHOTOMETRICS PLAN

Sheet Number	Sheet Title
--	SURVEY
A0.1	LIFE SAFETY PLAN AND CODE INFORMATION
A0.2	SITE DETAILS
A1.1	FLOOR PLAN
A1.5	ROOF PLAN
A3.1	EXTERIOR ELEVATIONS
A3.2	EXTERIOR ELEVATIONS
A3.3	EXTERIOR ELEVATIONS
--	SIGNAGE PLANS

226 CYPRESS LANE
LAKE WORTH, FL 33461
PHONE: (561) 965-4016
CONTACT: KIM GLAS-CASTRO

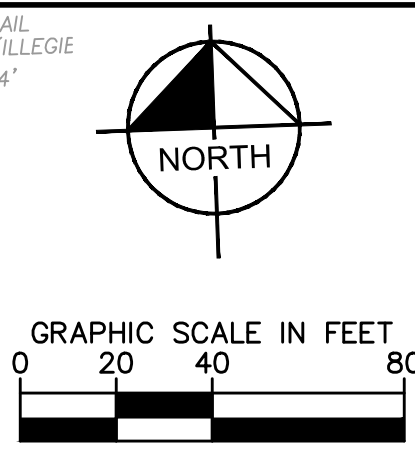
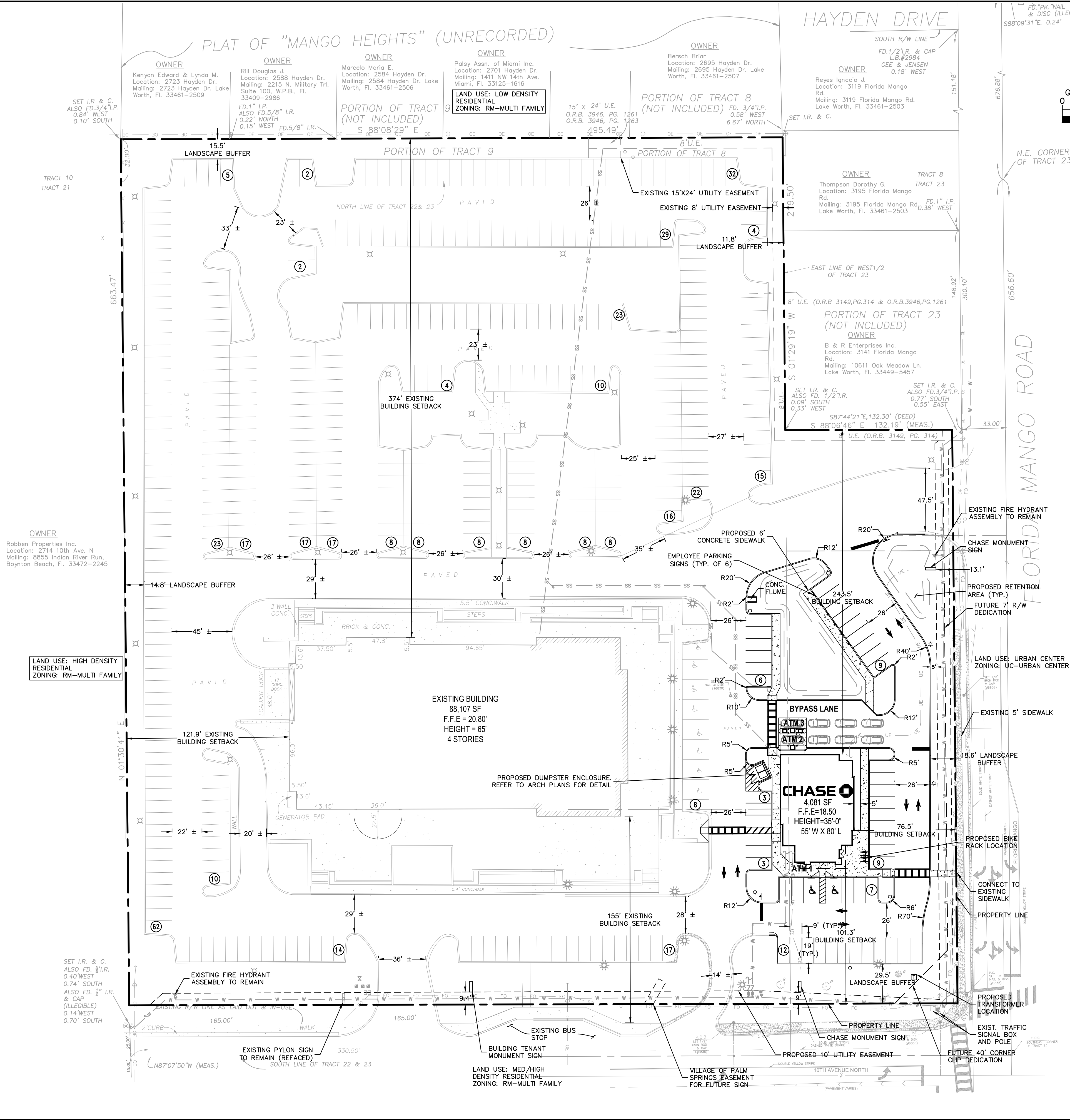
226 CYPRESS LANE
LAKE WORTH, FL 33461
PHONE: (561) 655-1151
CONTACT: TARA BAMBER, P.E.

3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33406
PHONE: (561) 686-8800
CONTACT: TJERK VAN VEEN, P.E.

13081 SOUTH MILITARY TRAIL
DELRAY BEACH, FL 33484
PHONE: (561) 498-5363
CONTACT: PATRICK A. MARTIN, P.E.

SHEET NUMBER C0.01	CHASE BANK PREPARED FOR BDG ARCHITECTS, LLP PALM SPRINGS FL	COVER SHEET	KHA PROJECT 043409147	LICENSED PROFESSIONAL	Kimley»Horn © 2017 KIMLEY-HORN AND ASSOCIATES, INC. 1615 S CONGRESS AVE., SUITE 201, DELRAY BEACH, FL 33445 PHONE: 561-330-2345 FAX: 561-863-8175 WWW.KIMLEY-HORN.COM CA 00000696	No.	REVISIONS	DATE	BY
			DATE JUNE, 2017	<u>MICHAEL D. MILES, P.E.</u>					
			SCALE AS SHOWN	FL LICENSE NUMBER 81313					
			DESIGNED BY JRF	DATE: --- --					
			DRAWN BY JRF	CHECKED BY MDM					

Plotted By: Ngo, Nht. Sheet Set: Chase Lake Worth Main. Layout: C1.00 MASTER SITE PLAN. July 13, 2017. 10:30:26am. K:\BCD_Civil\043409147 - Chase Lake Worth Main\CADD\PlanSheets\C1.01 SITE PLAN.dwg
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SITE DATA		
ADDRESS:	2601 10TH AVENUE NORTH, PALM SPRINGS, FL	
PCN:	70-43-44-20-01-008-0080	
OWNER:	10TH AVENUE PARTNERSHIP LTD	
TENANT:	JPMORGAN CHASE BANK ASSOC.	
CURRENT USE:	MULTISTORY OFFICE BUILDING	
PROPOSED USE:	MULTISTORY OFFICE BUILDING WITH STANDALONE CHASE BANK BRANCH	
LAND USE DESIGNATION:	COMMERCIAL	
ZONING:	CG	
	EXISTING	PROPOSED
TOTAL AREA	8.63 AC / 375,943 SF	8.63 AC / 375,943 SF
IMPERVIOUS TOTAL	6.22 AC / 271,028 SF	6.07 AC / 264,493 SF
PAVEMENT	5.49 AC / 239,176 SF	5.25 AC / 228,560 SF
BUILDING	0.73 AC / 31,852 SF	0.82 AC / 35,933 SF
PERVIOUS TOTAL	2.41 AC / 104,915 SF	2.56 AC / 111,450 SF
LANDSCAPE	1.95 AC / 84,742 SF	2.08 AC / 90,743 SF
RETENTION	0.46 AC / 20,733 SF	0.48 AC / 20,707 SF
	MAXIMUM	PROPOSED
BLDG. COVERAGE (EXST. 8.99%)	N/A	9.6%
BUILDING HEIGHT	150'-0"	65'-0"
	MINIMUM	PROPOSED
OPEN SPACE	15%	29.6%
	REQUIRED	PROPOSED
SETBACKS:		
FRONT (SOUTH)	50'	101.3'
SIDE (EAST)	50'	76.5'
SIDE INTERIOR (WEST)	15'	121.9'
REAR (NORTH)	20'	243.5'
LANDSCAPE BUFFERS:		
FRONT (SOUTH)	15'	29.5'
SIDE (EAST)	15'	18.6'
SIDE (WEST)	N/A	14.8'
REAR (NORTH)	N/A	15.5'
PARKING REQUIREMENTS	PARKING RATIO	REQUIRED PARKING
USE		
PROFESSIONAL OFFICES	(EXISTING NON-CONFORMITY)	
	1 SPACE PER 200 SF	
	88,707 SF	422*
FINANCIAL INSTITUTIONS	1 SPACE PER 200 SF	
	4,081 SF	21
TOTAL REQUIRED PARKING		443 SPACES
PARKING PROVIDED		
TOTAL PARKING SPACES PROVIDED		445
ACCESSIBLE SPACES PROVIDED		10

NOTE:
EXISTING PROJECT, AS ANNEXED FROM PALM BEACH COUNTY INCLUDES 88,707 SF AND 422 PARKING SPACES. EXISTING NONCONFORMITY PARKING RATIO OF 4.78 PARKING SPACES PER 1000 SF. EXISTING NONCONFORMITY IMPROVED WITH REDEVELOPMENT LISTED FOR REFERENCE.

VARIANCE REQUESTS			
CODE SECTION	REFERENCE / STANDARD	PROPOSED CONDITION	VARIANCE REQUESTED
SECTION 34-327 (B) FREESTANDING SIGNS	2	4	+2
SECTION 34-328 (A) WALL SIGNS	ONE PER FRONTAGE (2)	4	+2
SECTION 34-164 (A) 25% OF LINEAR FACADE FACING A STREET, MINIMUM 5' WIDE		(10TH AVENUE FRONTAGE) 0'	-5', 10TH AVENUE FRONTAGE
SECTION 34-162 (A) TRASH DUMPSTER BUFFER STRIP, MINIMUM 5' WIDE, TWO SIDES (SOUTH AND NORTH)		BUFFER STRIP, MINIMUM 5' WIDE, TWO SIDES (SOUTH AND NORTH)	-EAST SIDE 5' STRIP
SECTION 34-162 (F) EASEMENT OVERLAP	MAXIMUM 5' OVERLAP OF UTILITY EASEMENT	FUTURE 10' EASEMENT OVER EXISTING WATER MAIN - FLORIDA MANGO ROAD BUFFER	10' OVERLAP

Kimley»Horn

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1615 S CONGRESS AVE, SUITE 200, DELRAY BEACH, FL 33445
PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL

MICHAEL D. MILES, P.E.

FL LICENSE NUMBER 81313

KHA PROJECT 043409147

DATE JUNE 2017

SCALE AS SHOWN

DESIGNED BY

DRAWN BY

CHECKED BY

MASTER SITE PLAN

CHASE BANK
PREPARED FOR
BDG ARCHITECTS, LLP

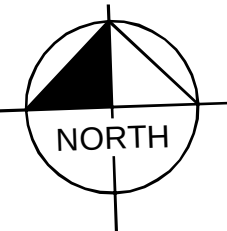
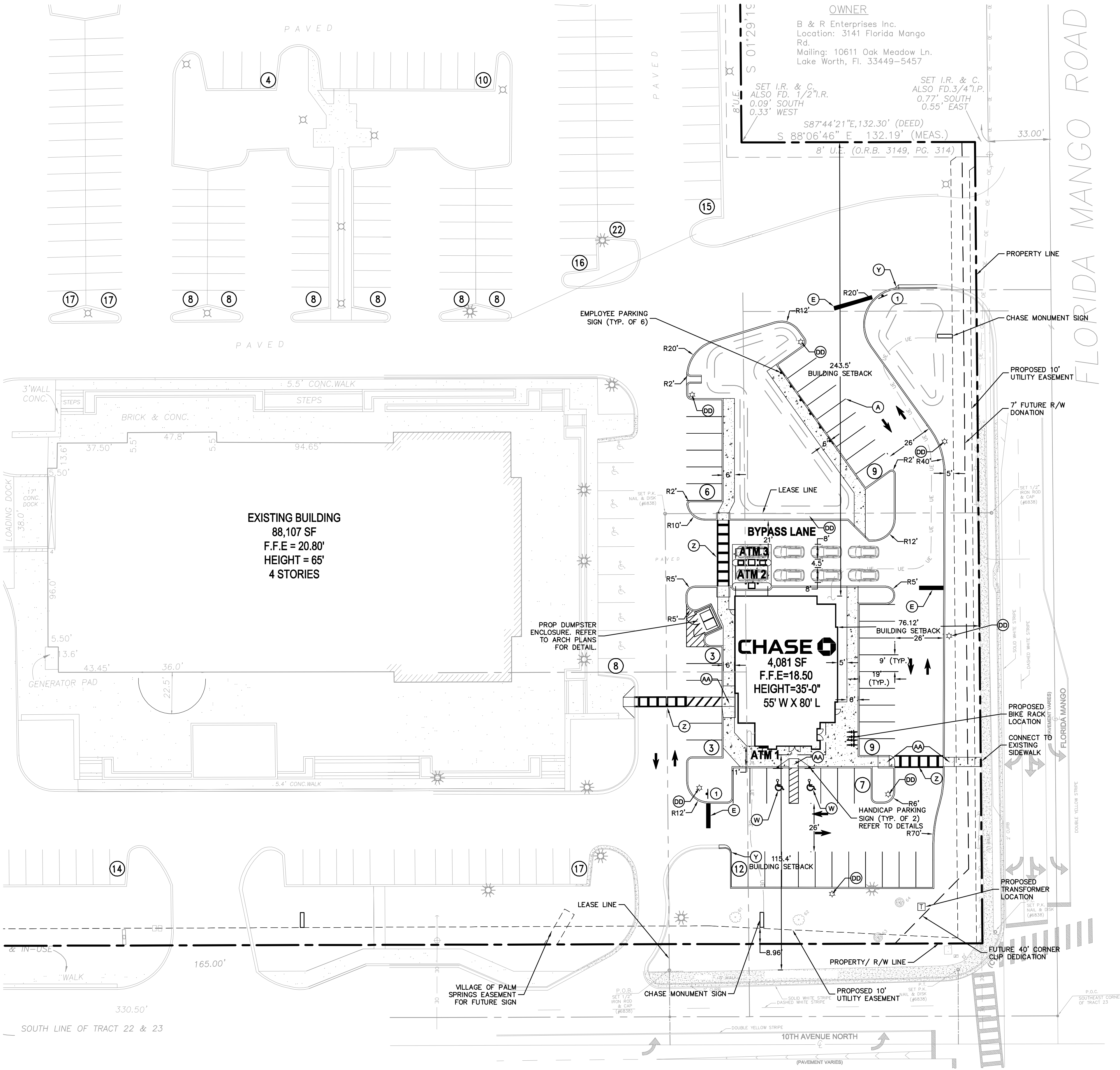
FL

SHEET NUMBER C1.00

REVISIONS

DATE

BY



HORIZONTAL CONTROL NOTES

1. ALL CURBING IS TYPE "D" UNLESS OTHERWISE STATED.
2. TYPE "D" CURB AND TYPE "F" CURB AND GUTTER SHALL BE CONSTRUCTED PER FDOT INDEX 300. ALL TYPE "D" CURB SHALL HAVE A 3' STRAIGHT TRANSITION AT THE BEGINNING AND ENDING POINTS WHEN ADJACENT TO CONCRETE OR ASPHALT PAVEMENT.
3. ALL DIMENSIONS SHOWN ARE TO FACE OF CURB FOR TYPE "D" CURB OR EDGE OF PAVEMENT FOR NO CURB, UNLESS OTHERWISE NOTED.
4. ALL CURB RAMPS AND SIDEWALKS ENTERING PARKING OR TRAVEL WAYS SHALL HAVE DETECTABLE WARNING SURFACES 2' DEEP AND THE WIDTH OF THE SIDEWALK. REFER TO FDOT 2016-2017 DESIGN STANDARDS INDEX 304.
5. ALL STOP BARS AND CROSSWALKS SHALL BE THERMOPLASTIC. ALL OTHER PAVEMENT MARKINGS ARE PAINT, UNLESS OTHERWISE NOTED.
6. ALL DRIVEWAYS TO LANDSCAPE ARE TO BE PLANTER PLAYS.
7. ALL RADII ARE 3' UNLESS OTHERWISE NOTED ON PLANS.

STRIPING KEY

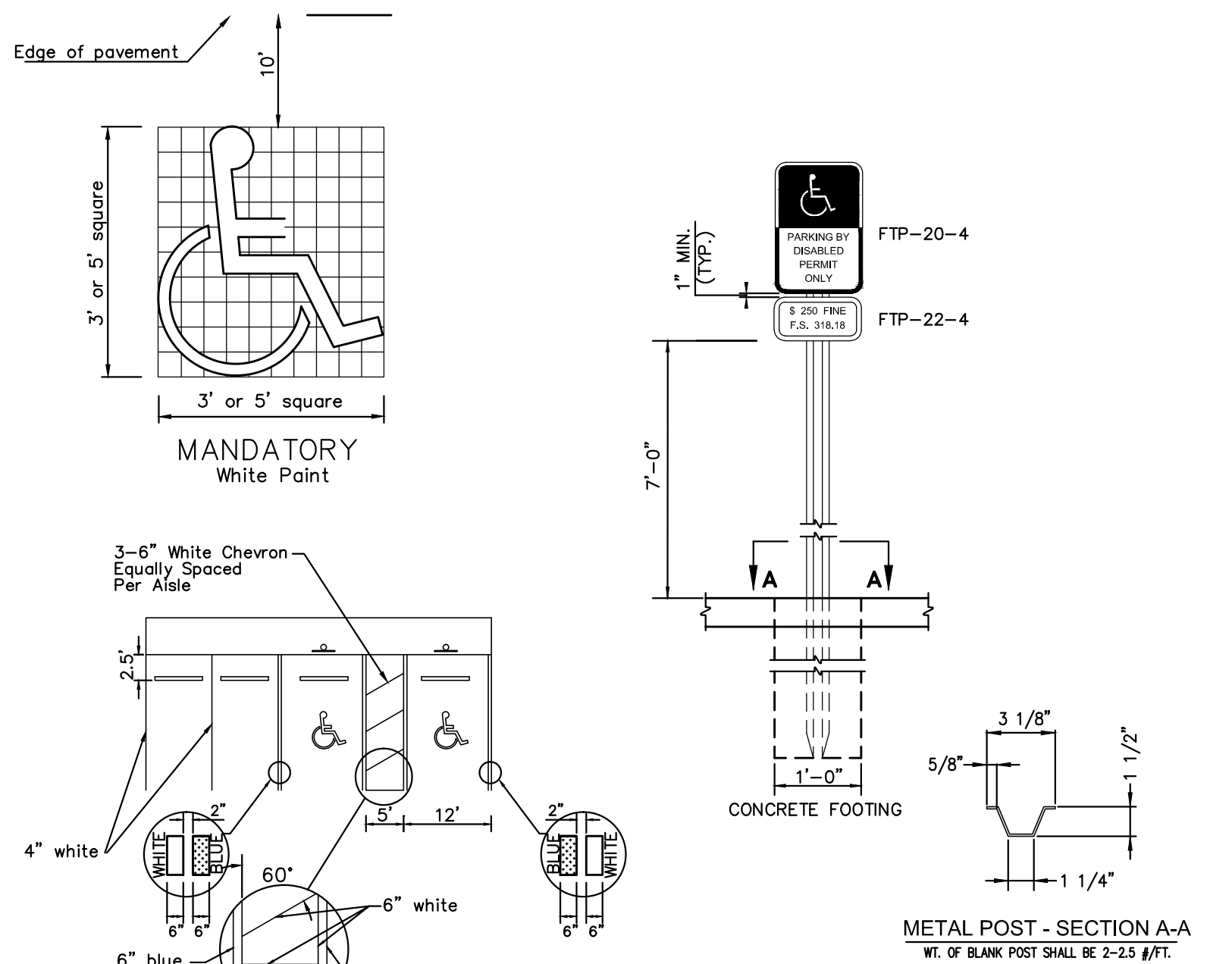
A = 6" SOLID WHITE
B = 8" SOLID WHITE
C = 12" SOLID WHITE
D = 18" SOLID WHITE
E = 24" SOLID WHITE
F = 6" SKIP WHITE TYP (10'-30")
G = 6" SKIP WHITE TYP (6'-10")
H = 6" SKIP WHITE TYP (2'-4")
I = 6" SOLID YELLOW
J = 18" SOLID YELLOW
K = 6" DOUBLE YELLOW
L = 6" SKIP YELLOW TYP (10'-30")
M = 6" SKIP YELLOW TYP (6'-10")
N = 6" SKIP YELLOW TYP (2'-4")
O = RPM BI-DIRECTIONAL AMBER/AMBER
P = FDP WHITE
R = FDP YELLOW
T = RPM BI-DIRECTIONAL WHITE/YELLOW
U = RPM BI-DIRECTIONAL RED/YELLOW



KEY NOTE LEGEND

- W ACCESSIBLE PARKING SPACE TYPICAL. SEE DETAIL SHEET FOR ACCESSIBLE PARKING SPACE SIGN AND SYMBOL.
- (X) CONCRETE TRANSFORMER PAD. CONTRACTOR TO COORDINATE WITH LOCAL FPL FOR DETAILS.
- (Y) TYPE "D" CURB TRANSITION.
- (Z) PEDESTRIAN WALKWAY. SEE DETAIL ON SHEET C1.02.
- (AA) CURB RAMP PER FDOT INDEX 304.
- (1) "STOP" SIGN. SEE SIGNAGE DETAIL LEGEND.
- (DD) PROPOSED LIGHT POLE. SEE PHOTOMETRIC PLAN.
-  EXISTING LIGHT POLE

SHEET NUMBER		C1.01	
CHASE BANK PREPARED FOR BDG ARCHITECTS, LLP		FL	
AFFECTED AREA SITE, SIGNAGE AND STRIPING PLAN		PALM SPRINGS	
KHA PROJECT 043409147	DATE JUNE 2017	MICHAEL D. MILES, P.E.	
SCALE AS SHOWN	DESIGNED BY JRF	FL LICENSE NUMBER 81313	
DRAWN BY	DATE: — — — —	© 2017 KIMLEY-HORN AND ASSOCIATES, INC. 1615 S CONGRESS AVE., SUITE 201, DELRAY BEACH, FL 33445 PH: 561.320.1875 FAX: 561.320.1875 WWW.KIMLEY-HORN.COM CA 00006696	
CHECKED BY	MDM	Kimley»Horn	
		No.	REVISIONS
		DATE	BY

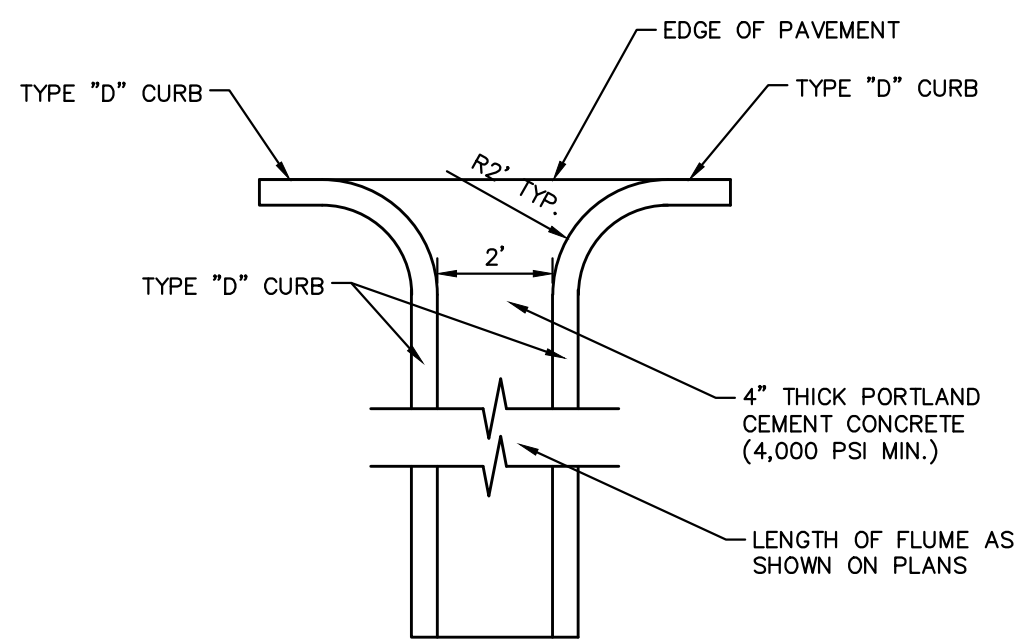


NOTES:

1. STRIPING IS TO BE PAINT, CONFORMING WITH LATEST FLORIDA ACCESSIBILITY CODE.
2. DIMENSIONS SHOWN ARE TO THE CENTERLINE OF THE STRIPE.
3. EACH SPACE SHALL HAVE FTP-20-4 AND FTP-22-4 SIGNS AS SHOWN, FABRICATED WITH REFLECTIVE COATING IN THE SYMBOL, MESSAGE, AND BORDER, APPLIED TO SHEET ALUMINUM BACKING 0.081 IN THICKNESS. MESSAGE LETTERING SHALL BE PER THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, LATEST EDITION.
4. CONCRETE FOOTING SHALL BE PORTLAND CEMENT CONCRETE AND HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AND 28 DAYS.
5. METAL POST SHALL BE GALVANIZED AND ALL BOLTS, NUTS, WASHERS, AND SCREWS SHALL BE RUSTPROOF. POST SHALL BE PLACED A MINIMUM OF 2'-6" CLEAR FROM FACE OF CURB OR WHEELSTOP. POST SHALL HAVE 3/8" HOLES DRILLED 1" ON CENTER FULL LENGTH. MOUNT SIGNS WITH 5/16"x2-1/4" BOLTS, TOP AND BOTTOM OF SIGNS.

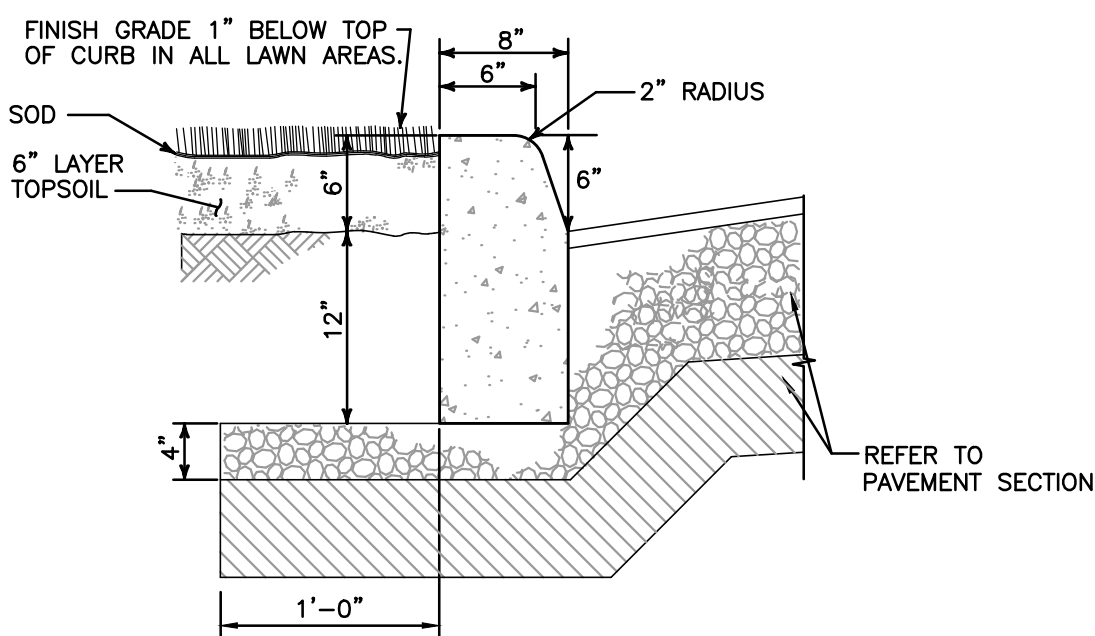
ADA STRIPING AND SIGNAGE

NOT TO SCALE



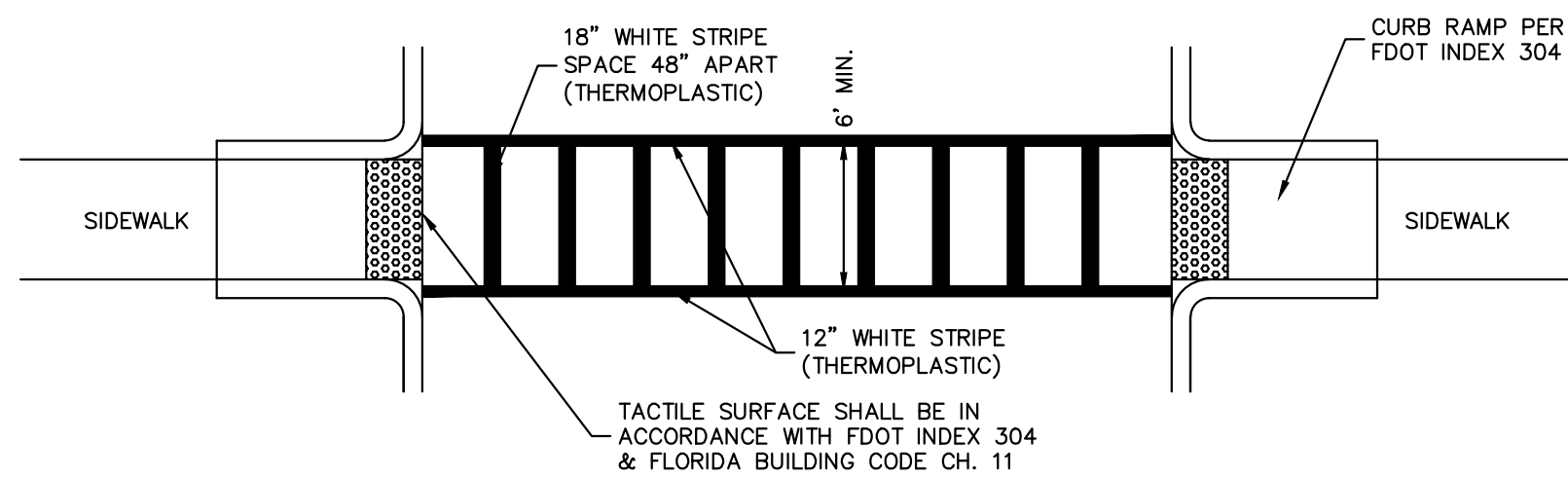
CONCRETE FLUME

NOT TO SCALE



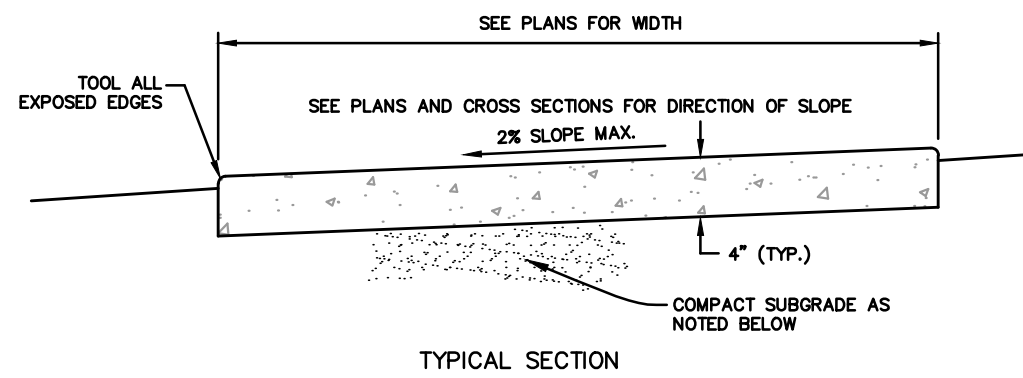
TYPE "D" CURB

NOT TO SCALE



STANDARD CROSSWALK

NOT TO SCALE

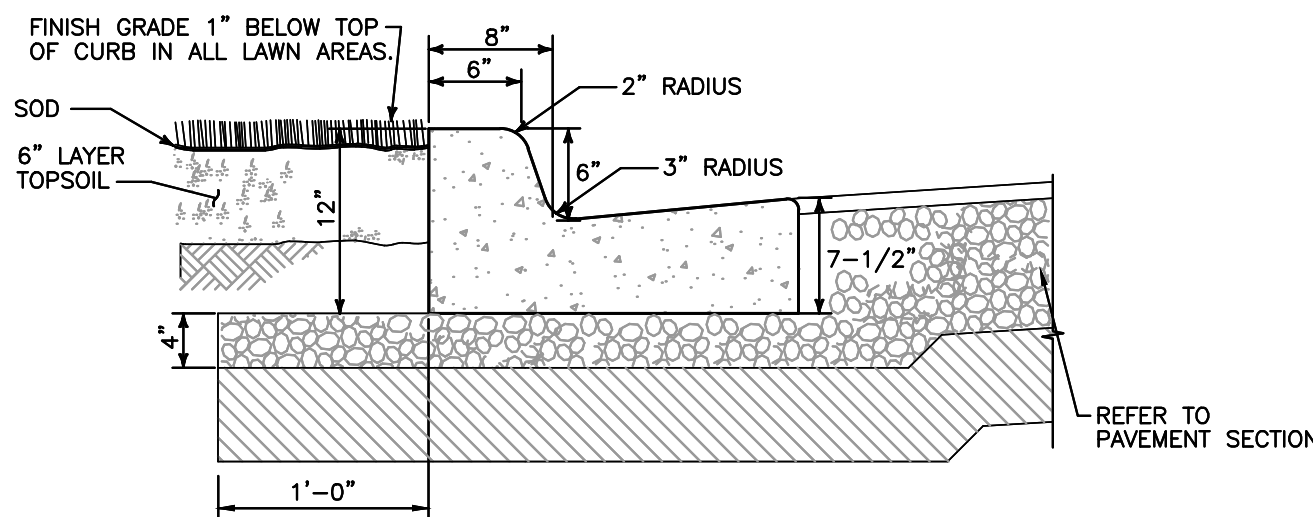


NOTES:

1. PROVIDE EXPANSION JOINTS BETWEEN SIDEWALK AND CURB OR AT ANY OTHER RIGID STRUCTURE.
2. EXPANSION JOINTS SHALL BE PROVIDED AT 120 FT. MAXIMUM SPACING.
3. ULTIMATE COMPRESSIVE STRENGTH OF CONCRETE SHALL BE 3,000 P.S.I. @ 28 DAYS FOR SIDEWALKS.
4. MINIMUM THICKNESS OF SIDEWALK SHALL BE 4" THICK CONCRETE UNLESS AT DRIVEWAYS WHERE IT SHALL BE 6" THICK CONCRETE
5. FOR SIDEWALKS OR DRIVEWAYS WITHIN R.O.W., COMPACT SUBGRADE TO 98% OF MAXIMUM DENSITY AS DETERMINED BY ASTM1557. COMPACTION OUTSIDE R.O.W. MAY BE 95% OF MAXIMUM DENSITY.

CONCRETE SIDEWALK DETAIL

NOT TO SCALE



TYPE "F" CURB

NOT TO SCALE

NOTES:

1. GUTTER SLOPE IS TO MATCH THE PAVEMENT SLOPE WHEN USED ON THE HIGH SIDE OF THE PAVEMENT.

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1615 S CONGRESS AVE, SUITE 201, DELRAY BEACH, FL 33445
PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL

MICHAEL D. MILES, P.E.

FL LICENSE NUMBER Q1313

DATE: ---

KHA PROJECT
043409147

DATE
JUNE 2017

TABLE AS SHOWN

SIGNED BY JRI

DRAWN BY JRI

CHECKED BY MD

NOTE:

SITE DETAILS

73

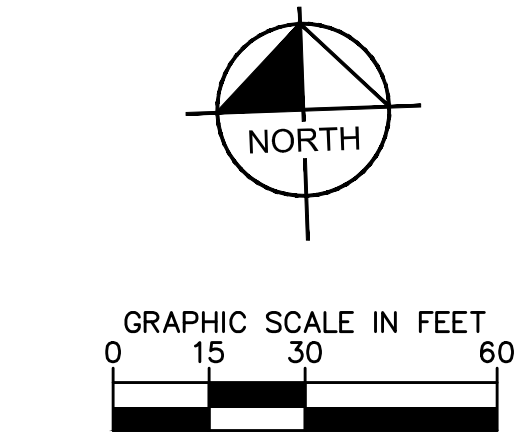
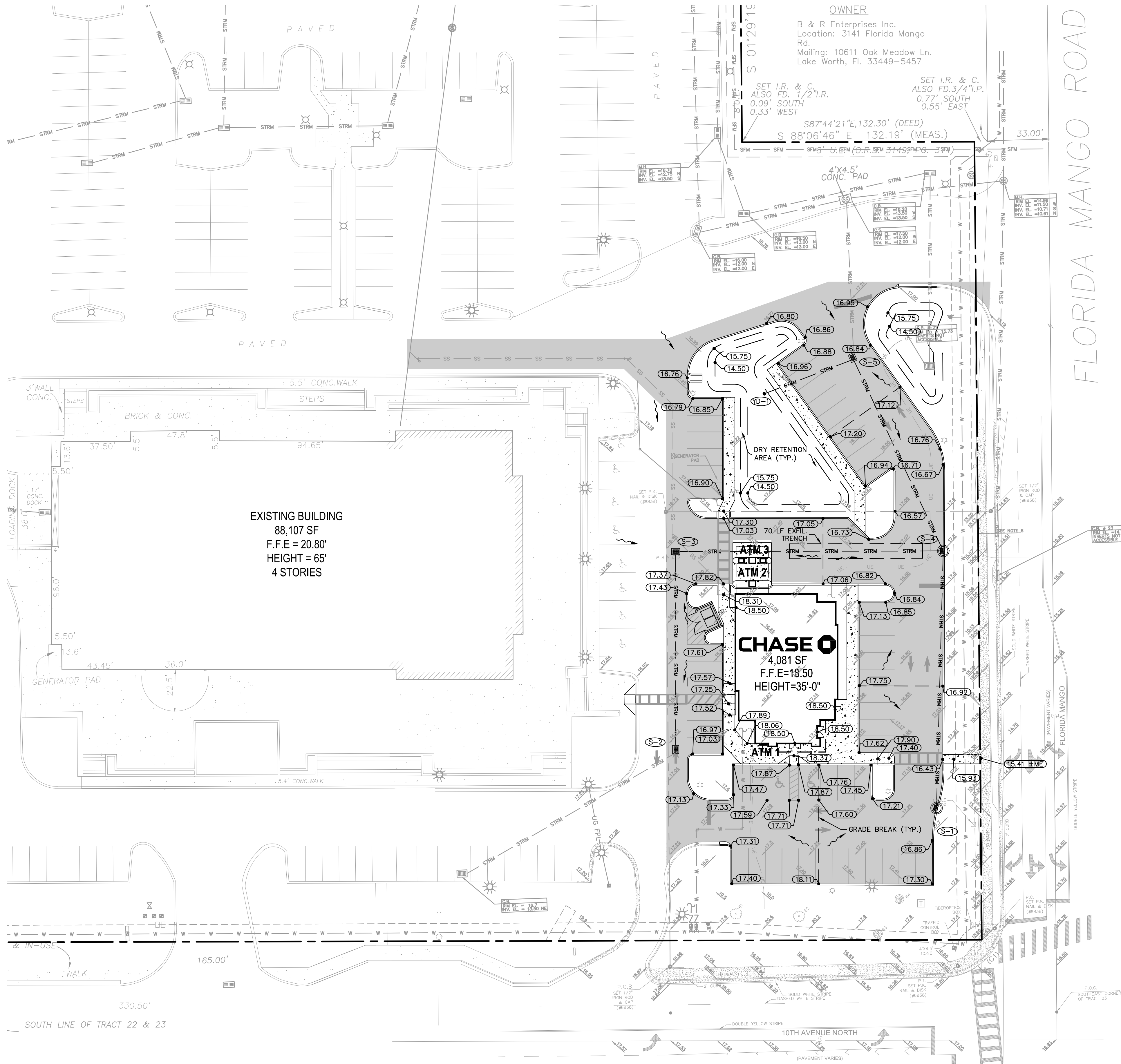
PALM SPRINGS

CHASE BANK

PREPARED FOR
BDG ARCHITECTS, LLP

SHEET NUMBER
C1.02

Plotted By: Ngo, Nht. Sheet Set: Chase Lake Worth Main. Layout: C5.00 PAVING, GRADING AND DRAINAGE PLAN. June 15, 2017. 05:56:27pm. K:\BDC_GWA\043409147 - Chase Lake Worth Main CADD\PlanSheets\C5.00 PAVING, GRADING AND DRAINAGE PLAN.dwg
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PAVING, GRADING AND DRAINAGE NOTES

- ALL ELEVATIONS ON THE PLANS OR REFERENCED IN THE SPECIFICATIONS ARE BASED ON THE NATIONAL GEODETIC VERTICAL DATUM 1929 (N.G.V.D. 1929).
- EXISTING ELEVATIONS ARE BASED ON N.G.V.D. 1929; TO CONVERT TO NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D. '88), SUBTRACT 1.516', SURVEY PROVIDED BY MILLER LAND SURVEYING.
- THE CROSS SLOPE ON ADA ACCESSIBLE ROUTES SHALL NOT EXCEED 2.0%. THE LONGITUDINAL SLOPE ON ADA ACCESSIBLE ROUTES (NOT INCLUDING RAMPS) SHALL NOT EXCEED 5.0%. THE LONGITUDINAL SLOPE FOR RAMPS SHALL NOT EXCEED 1V:12H (8.3%). ACCESSIBLE PARKING SPACES SHALL NOT EXCEED 2.0% IN ANY DIRECTION (INCLUDING DIAGONAL).
- ALL CATCH BASINS AND DRAINAGE COLLECTION STRUCTURES SHALL BE DESIGNED WITH AN EIGHTEEN INCH (18") VERTICAL SUMP FROM THE INVERT ELEVATION (OR BOTTOM OF BAFFLE) TO THE BOTTOM OF THE STRUCTURE. IN ADDITION, A TWELVE INCH (12") DIAMETER OPEN SUMP, FILLED WITH WASHED GRADE ROCK, NO LARGER THAN ONE AND ONE HALF INCHES (1 1/2") SHALL BE PLACED IN THE BASE OF THE STRUCTURE.
- DRAINAGE STRUCTURES SHALL BE CONSTRUCTED USING U.S. PRECAST (USP) U.S. FOUNDRY (USF) OR FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD (FDOT) PRODUCTS AS SPECIFIED OR APPROVED EQUAL. ALL STORM DRAINAGE STRUCTURES MUST COMPLY WITH JURISDICTIONAL AGENCY DETAILS AND REGULATIONS.
- ROOF DRAIN CONNECTIONS TO DRAINAGE PIPE SHALL BE AS FOLLOWS:
A. FOR ADS N-12 CORRUGATED POLYETHYLENE DRAINAGE PIPE USE ADS DUAL WALL FABRICATED REDUCING SADDLE TEE 4"-24" DIAMETER
B. FOR RCP DRAINAGE PIPE MAKE CONNECTION FDOT INDEX 280, CONCRETE COLLAR FOR JOINING MAINLINE PIPE AND STUB PIPE DETAIL
C. NOTIFY CONSULTANT FOR CONNECTION METHOD TO STEEL PIPE.
- ALL RAMPS SHALL COMPLY WITH FDOT INDEX 304.
- STORM DRAIN PIPE SHALL BE AS FOLLOWS:
A. RCP CLASS III PER ASTM C-76
B. ALUMINIZED STEEL TYPE 2 ULTRA FLO
C. 48" AND SMALLER SHALL BE 3/4" X 3/4" X 7-1/2" CORRUGATION
16 GA WITH A MINIMUM THICKNESS OF 0.064"
54" AND LARGER SHALL BE 3/4" X 3/4" X 7-1/2" CORRUGATION
14 GA WITH A MINIMUM THICKNESS OF 0.079"
D. CORRUGATED POLYETHYLENE PIPE PER AASHTO M294
JOINTS SHALL BE WATER TIGHT
E. ANY STORM PIPE USED MUST BE APPROVED BY LOCAL AUTHORITIES. CONTRACTOR SHALL SELECT THE MOST ECONOMICAL PRODUCT.
- CONTRACTOR SHALL CLEAN ALL PROPOSED DRAINAGE STRUCTURES AND PIPES UPON COMPLETION OF CONSTRUCTION.
- PROPOSED ELEVATIONS OF CURB REPRESENT FACE OF CURB OR EDGE OF PAVEMENT ELEVATIONS UNLESS OTHERWISE NOTED.
- PROPOSED ELEVATIONS IN ALL PERVIOUS AREAS REPRESENT FINISHED TOP OF SOD/GRASS OR ANY OTHER LANDSCAPING MATERIAL.
- ALL DRAINAGE STRUCTURES SHALL CONFORM TO THE LATEST FDOT INDEX STANDARDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER PRIOR TO COMMENCEMENT OF CONSTRUCTION.

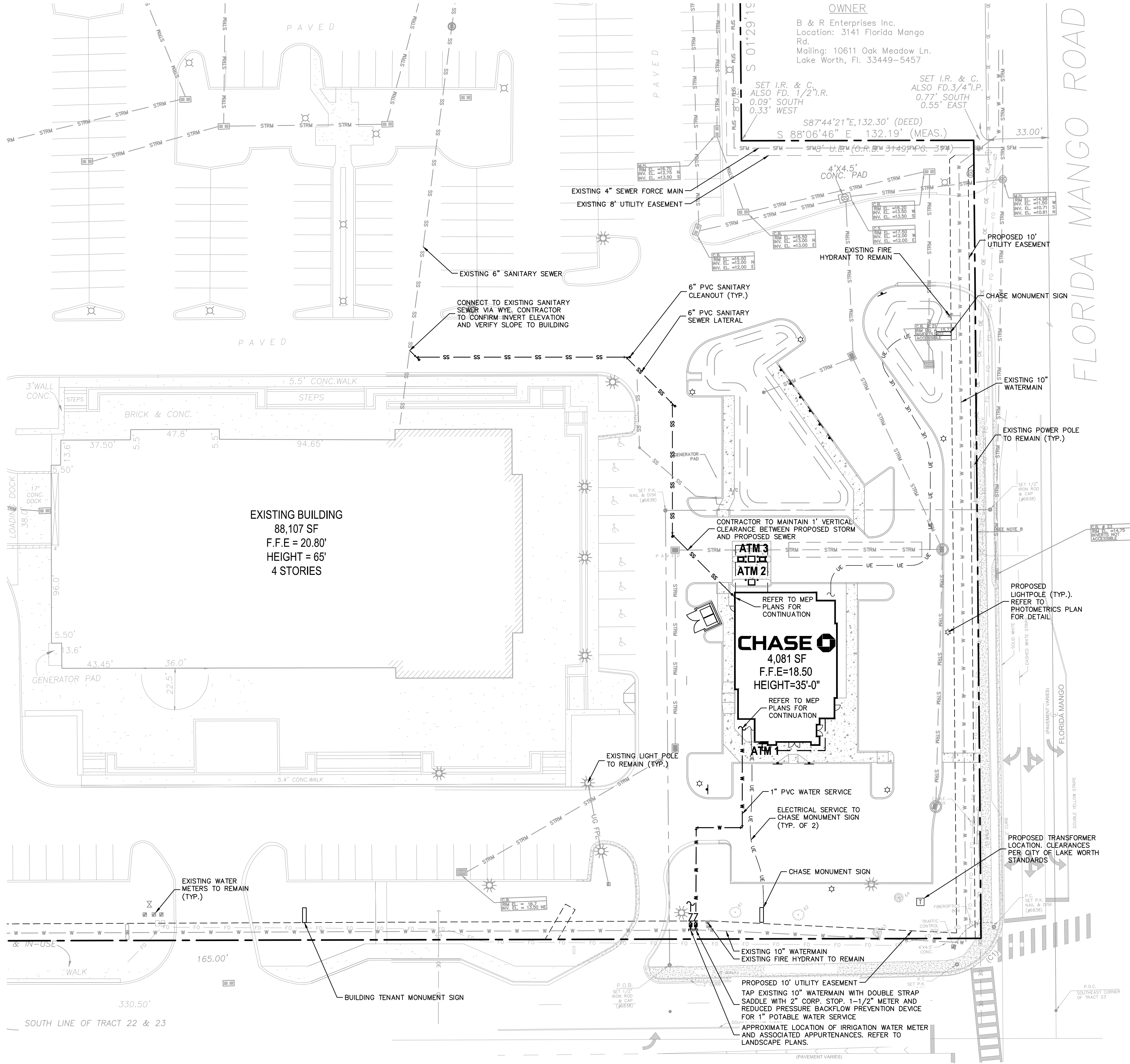
DRAINAGE STRUCTURE TABLE

(S-1) FDOT TYPE 'P' CURB INLET RIM EL.:16.36' INV. (N):12.03' (18" SD)	(S-2) FDOT TYPE 'P' INLET WITH PRB RIM EL.:16.28' INV. (W):12.03' (18" SD) INV. (S):12.03' (18" SD) INV. (N):12.03' (18" SD)
(S-2) FDOT TYPE 'P' INLET (DOGHOUSE) RIM EL.:16.85' INV. (SW):12.63' (16" CMP) INV. (N):12.03' (18" SD)	(S-5) TYPE J CONTROL STRUCTURE WEIR EL.:15.86' WITH INVERTED TRIANGLE BLEEDER AT EL. 15.00' INV. (S):12.03' (18" SD) INV. (E):12.50' (15" SD) INV. (N):12.03' (EX. 18")
(S-3) FDOT TYPE 'P' INLET WITH PRB RIM EL.:16.70' INV. (S):12.03' (18" SD) INV. (E):12.03' (18" SD)	(V-1) 15" INLINE YARD DRAIN RIM EL.:14.50' INV. EL.:12.75'

LIMITS OF NEW ASPHALT - REFER TO SHEET C5.01 FOR PAVEMENT SECTION

KVA PROJECT 043409147		DATE JUNE 2017		SCALE AS SHOWN		DESIGNED BY JRF		DRAWN BY JRF		CHECKED BY MDM		DATE ---	
KIMLEY-HORN		MICHAEL D. MILES, P.E.		FL LICENSE NUMBER 81313		DATE ---		NO.		REVISIONS		DATE BY	
CHASE BANK PREPARED FOR BDG ARCHITECTS, LLP				PALM SPRINGS				FL		SHEET NUMBER C5.00			
PAVING, GRADING AND DRAINAGE AND DRAINAGE PLAN													

Plotted By: Ngo, Nhi Sheet Set: Chase Lake Worth Main Layout: C6.00 UTILITY PLAN June 15, 2017 05:56:47pm K:\BCD_Civil\043409147 - Chase Lake Worth Main CADD\PlanSheets\C6.00 UTILITY PLAN.dwg
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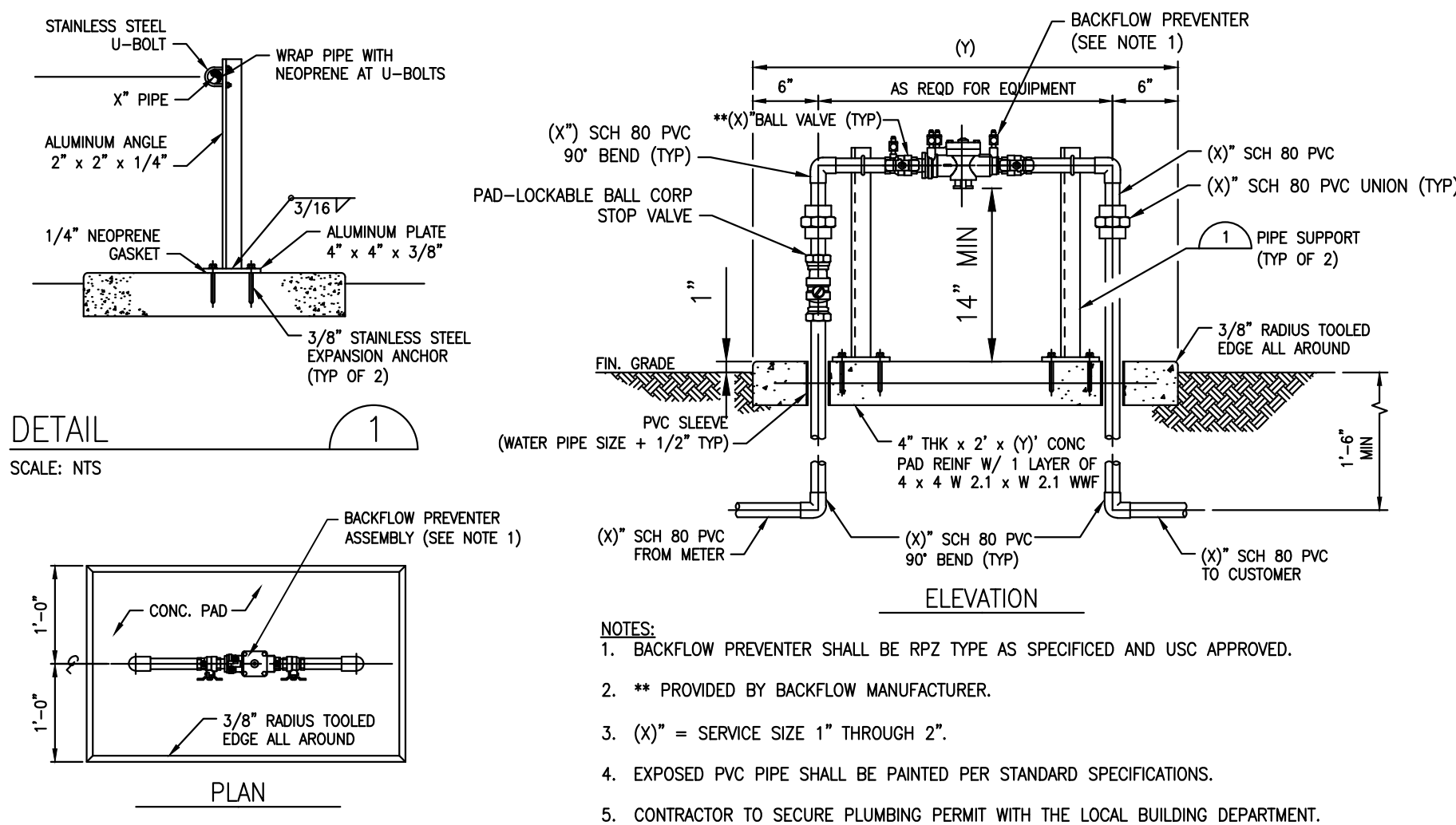


UTILITY NOTES

- CONTRACTOR SHALL SUPPORT AND PROTECT ALL EXISTING AND PROPOSED UTILITIES WHEN CONSTRUCTING NEW UTILITIES.
- CONTRACTOR SHALL FURNISH AND INSTALL NECESSARY PIPE AND FITTINGS TO TRANSITION PIPE MATERIALS WHEN REQUIRED.
- ALL MANHOLES, VALVES, CLEANOUTS AND OTHER SUCH BOXES IN PAVEMENT OR SIDEWALKS SHALL BE SET FLUSH WITH PAVEMENT TO MATCH THE PROPOSED SLOPE AND SHALL BE H-20 TRAFFIC RATED.
- ANY TREES OR SHRUBS PLACED WITHIN WATER, SEWER, OR DRAINAGE EASEMENTS SHALL CONFORM TO THE VILLAGE OF PALM SPRINGS DETAILS.
- NO PROPOSED IMPROVEMENTS, BUILDINGS OR ANY KIND OF CONSTRUCTION CAN BE PLACED ON OR WITHIN ANY WATER, SEWER, OR DRAINAGE EASEMENTS, UNLESS APPROVED BY THE VILLAGE OF PALM SPRINGS CITY ENGINEER.
- NO PROPOSED STRUCTURES SHALL BE INSTALLED WITHIN A HORIZONTAL DISTANCE OF 10'-FEET FROM ANY EXISTING OR PROPOSED WATER, SEWER, OR DRAINAGE FACILITIES, UNLESS APPROVED BY THE VILLAGE OF PALM SPRINGS.
- ALL FIRE MAIN (FM) SHALL BE DIP WITH ALL JOINTS RESTRAINED WITH MEGALUGS UNLESS OTHERWISE NOTED. ALL FIRE MAIN SHALL BE LAID AT 36" MIN. COVER. ALL FIRE RELATED CONSTRUCTION SHALL FOLLOW THE FLORIDA FIRE PREVENTION CODE 5TH EDITION - FLORIDA SPECIFIC NFPA FIRE CODE, 2012 EDITION AND FLORIDA SPECIFIC NFPA 101, LIFE SAFETY CODE, 2012 EDITION.
- ALL DUCTILE IRON PIPE (DIP) SHALL BE CLASS 350 UNLESS OTHERWISE NOTED. ALL DIP SHALL BE MARKED PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) STANDARDS.
- ALL WATER MAIN SHALL HAVE A MINIMUM 36" COVER OVER THE TOP OF THE PIPE UNLESS OTHERWISE NOTED. WATER AND FIRE MAINS SHALL HAVE MIN. 6" VERTICAL SEPARATION FROM EACH OTHER.
- ALL FITTINGS FOR WATER MAIN AND FIRE MAIN SHALL BE DUCTILE IRON MECHANICAL JOINT FITTINGS UNLESS OTHERWISE NOTED.
- PIPE DEFLECTION OF WATER MAIN AND FIRE MAIN SHALL NOT EXCEED MANUFACTURER'S RECOMMENDATIONS.
- CONTRACTOR SHALL COORDINATE UNDERGROUND ELECTRIC SERVICE CONNECTION WITH CITY OF LAKE WORTH UTILITIES FOR CONDUIT SIZE AND BURIED DEPTH REQUIREMENT.
- EXISTING WATER MAIN AND SEWER MAIN SHALL BE REMOVED AFTER PROPOSED WATER MAIN AND/OR SEWER MAIN HAS BEEN TESTED AND ACCEPTED BY PALM BEACH COUNTY HEALTH DEPARTMENT AND EXISTING SERVICES HAVE BEEN RELOCATED.
- THE VILLAGE OF PALM SPRINGS UTILITIES DIVISION MUST BE GIVEN AT LEAST 48 HOURS NOTIFICATION PRIOR TO ANY SHUT-DOWN AND/OR REMOVAL OF EXISTING WATER MAIN OR SANITARY SEWER LINES AT (561) 965-5770.
- A MINIMUM HORIZONTAL DISTANCE OF 10 FEET MUST BE PROVIDED BETWEEN WATER MAINS AND STORM OR SANITARY SEWERS.
- PROPOSED WATER IMPROVEMENTS IN PRIVATE PROPERTY SHALL MEET PALM BEACH COUNTY HEALTH DEPARTMENT SEPARATION REQUIREMENTS, THESE CONFLICTS WILL BE ADDRESS DURING CONSTRUCTION AND WON'T AFFECT THE PUBLIC SAFETY.
- VILLAGE MAINTAINED UTILITIES WILL NEED TO BE TESTED AND PROTECTED (IE. PAVED AT LEAST UP TO FIRST LIFT, IF NOT ROADWAY) PRIOR TO ISSUANCE OF CERTIFICATION OF OCCUPANCY.
- LEAD FREE BRASS WATER WORKS PRODUCTS SHALL MEET THE REQUIREMENT OF ASH/AWWA C800 AND THE MAXIMUM LEAD CONTENT OF S.3872 AND NSF 61 ANNEX G. THE MANUFACTURER'S DESIGNATION AS A LEAD FREE PRODUCT SHALL BE PERMANENTLY STAMPED OR CAST INTO THE PRODUCT'S BODY. EFFECTIVE JANUARY 1, 2013, ONLY LEAD FREE BRASS WATER WORKS PRODUCTS SHALL BE INSTALLED IN CONTACT WITH POTABLE WATER.

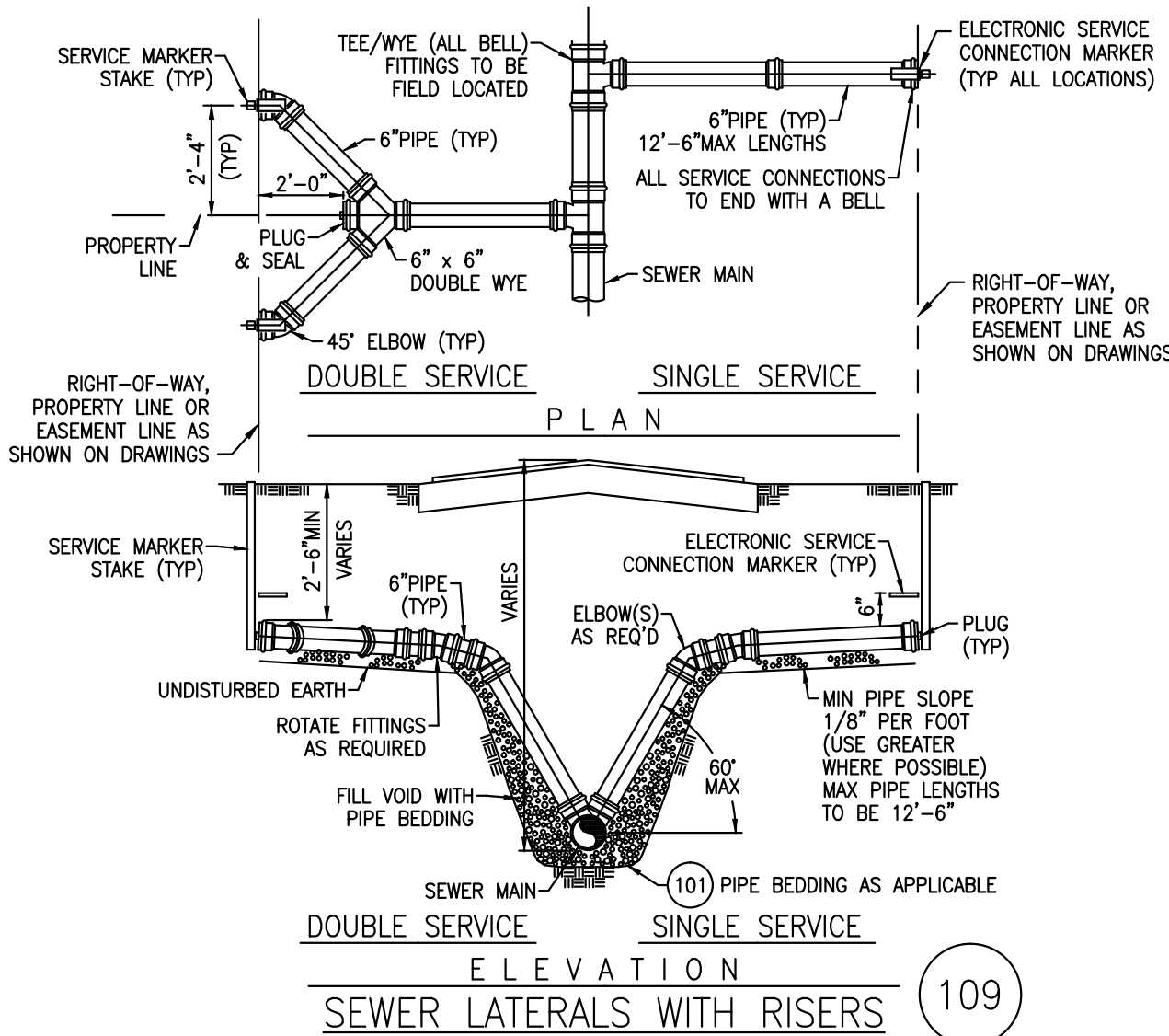
SHEET NUMBER		C6.00		CHASE BANK PREPARED FOR BDG ARCHITECTS, LLP		PALM SPRINGS		FL	UTILITY PLAN				KHA PROJECT 043409147		LICENSED PROFESSIONAL		Kimley»»Horn																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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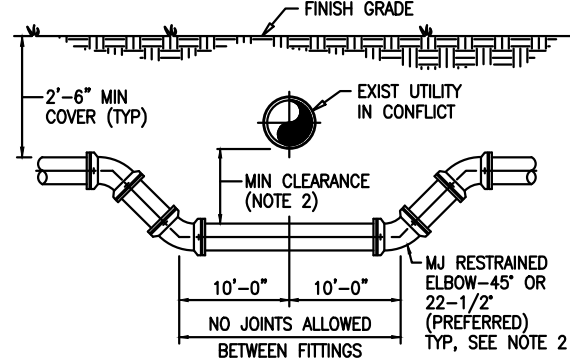
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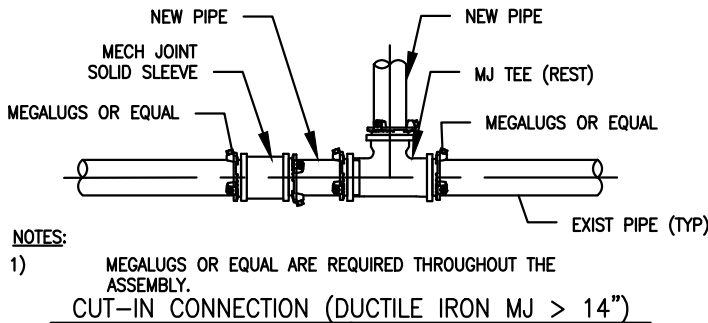
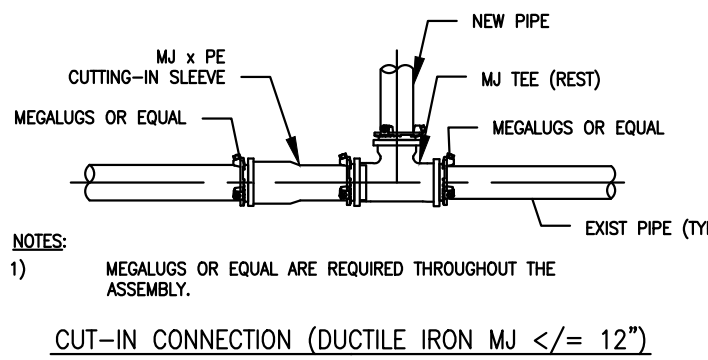
109

- NOTES**
- WHERE POSSIBLE AND MINIMUM COVER CAN BE MAINTAINED, WATER MAIN SHALL CROSS OVER CONFLICT UTILITY AS PER STANDARD SEPARATION STATEMENT.
 - MINIMUM CLEARANCES SHALL BE AS FOLLOWS:
- | EXISTING UTILITY | MINIMUM CLEARANCE |
|------------------------------|-------------------|
| SANITARY SEWER OR FORCE MAIN | 18" |
| STORM SEWER | 18" |
| OTHER UTILITIES | 6" |
- ALL JOINTS OF CROSSING SHALL BE RESTRAINED INCLUDING ALL PIPE JOINTS UPSTREAM AND DOWNSTREAM OF UPPER BENDS AS PER DETAIL 105.
 - PIPE JOINTS MAY BE DEFLECTED AS AN ALTERNATIVE TO FITTINGS AT CONTRACTORS DISCRETION. DO NOT EXCEED PIPE MANUFACTURERS SPECIFIED MAXIMUM DEFLECTION.
 - DETAIL MAY BE MODIFIED IN FIELD WHERE TWO (2) OR MORE UTILITY CONFLICTS ARE IN CLOSE PROXIMITY WITH EACH OTHER. COORDINATE IN FIELD WITH RESIDENT PROJECT REPRESENTATIVE.



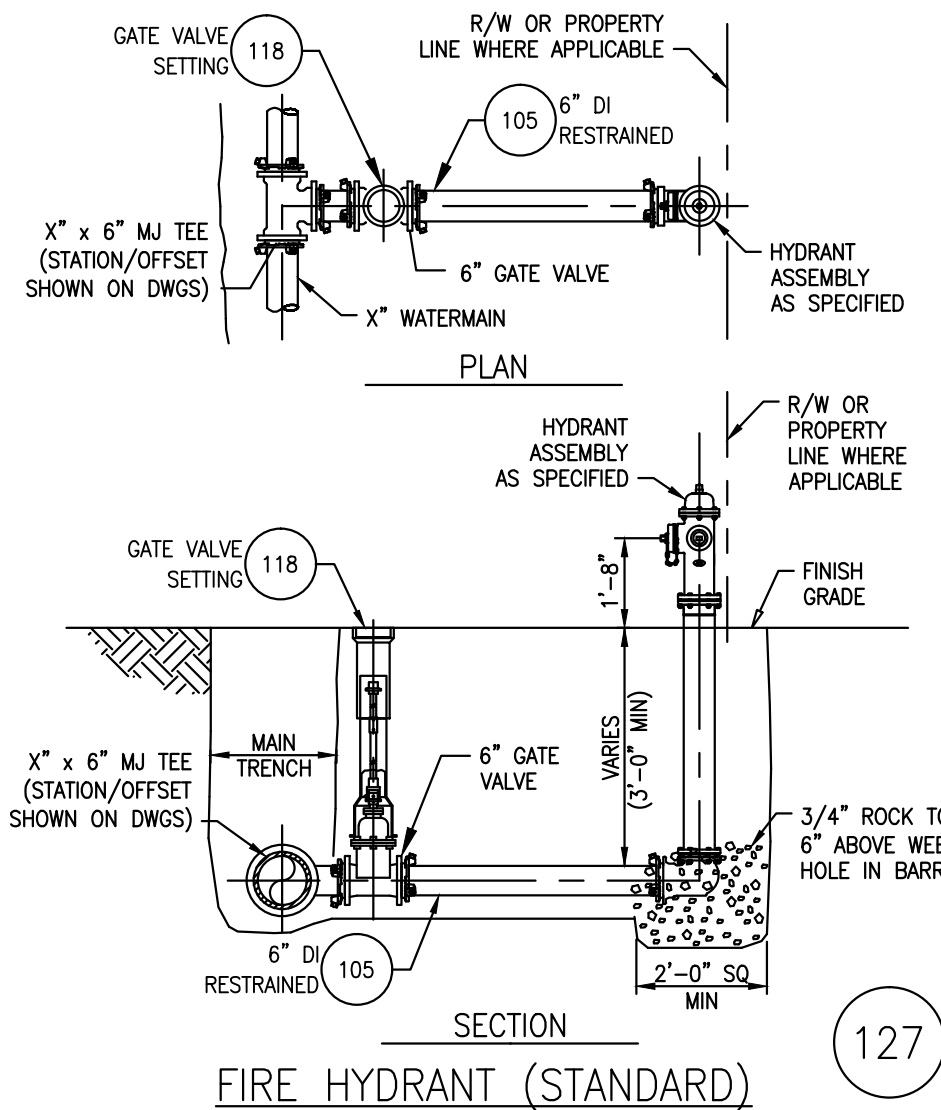
UTILITY CROSSING

110

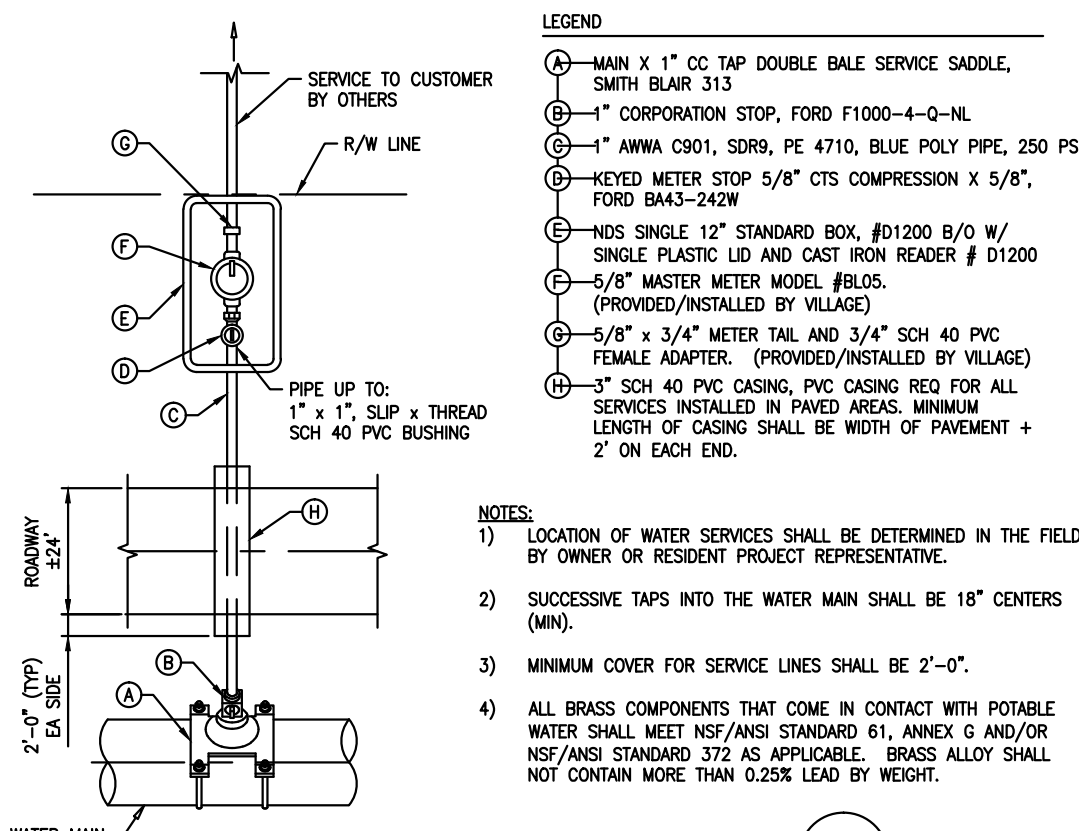


CUT-IN CONNECTION

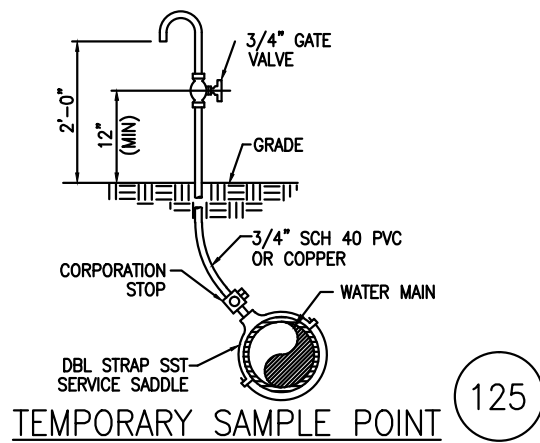
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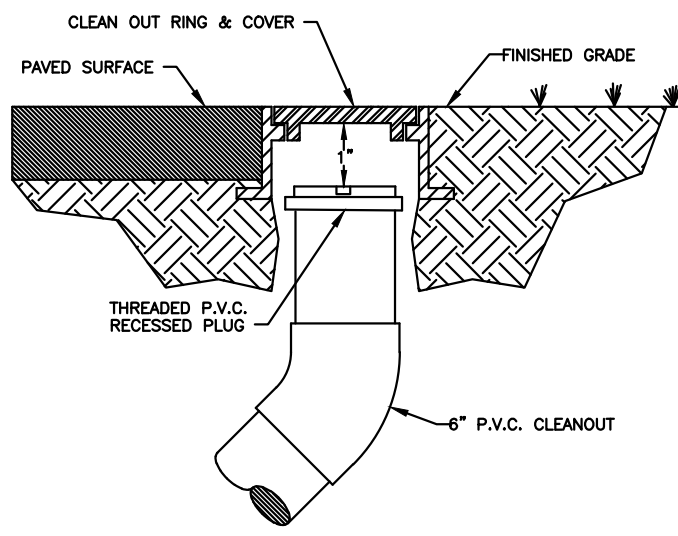
127



120A



125



- NOTES:**
- CLEANOUTS TO BE LOCATED IN GRASS AREA WHENEVER POSSIBLE, MIN. 3' FROM EDGE OF PAVEMENT, BACK OF CURB, EDGE OF DRIVEWAY, LIGHT POLES, TRANSFORMERS, OR POWER POLES.
 - CLEANOUTS SHALL NOT BE INSTALLED IN TRAFFIC LANES OR AREAS UNDER HEAVY TRAFFIC LOADS.
 - THE COVER TO BE MARKED "S".
 - CLEANOUTS TO BE INSTALLED PRIOR TO WATER METER RELEASE.
 - THE DEVELOPER/PROPERTY OWNER OR ASSIGNEE SHALL BE RESPONSIBLE FOR CLEANOUT INSTALLATION PRIOR TO WATER METER INSTALLATION AS SPECIFIED BY THE DEPARTMENT.
 - A CONCRETE COLLAR MAY BE REQUIRED IF CLEANOUT IS LOCATED BETWEEN DRIVEWAYS. A SPECIAL CONSTRUCTION DETAIL WILL BE REQUIRED.
 - ALONG STREETS WITH ADJACENT NON-EXCLUSIVE UTILITY EASEMENTS, THE CLEANOUTS ENDING BROWND MAINTENANCE RESPONSIBILITY SHALL BE INSTALLED MIN. 12", MAX. 18" INTO THE EASEMENT.

Kimley»Horn

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1815 S CONGRESS AVE, SUITE 200, DELRAY BEACH, FL 33445
PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL

MICHAEL D. MILES, P.E.

KWA PROJECT
043409147

DATE
JUNE 2017

SCALE
AS SHOWN

DESIGNED BY
JRF

DRAWN BY
JRF

CHECKED BY
MDM

DATE

UTILITY DETAILS

CHASE BANK
PREPARED FOR
BDG ARCHITECTS, LLP

PALM SPRINGS

SHEET NUMBER
C6.01

FL

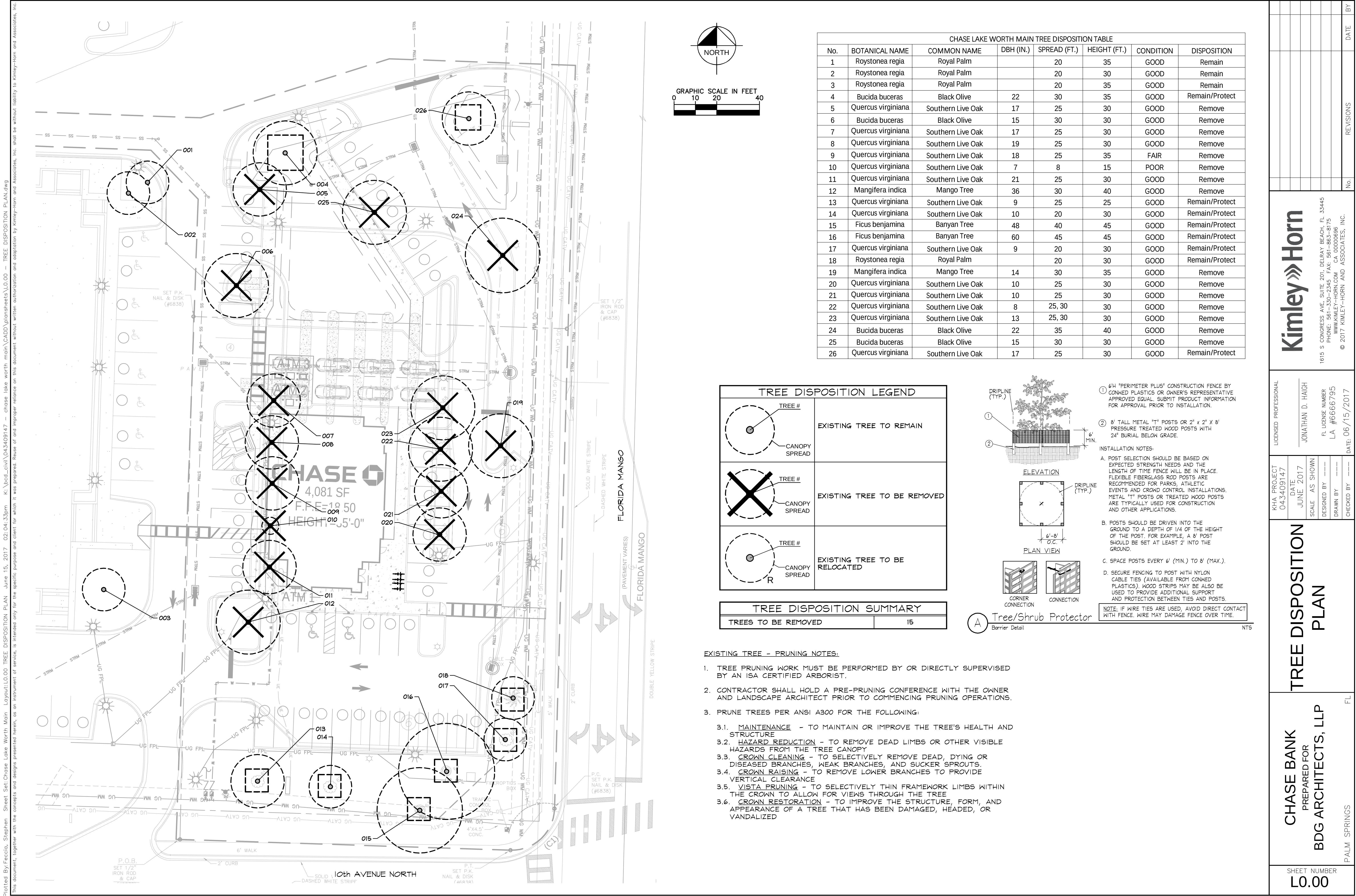
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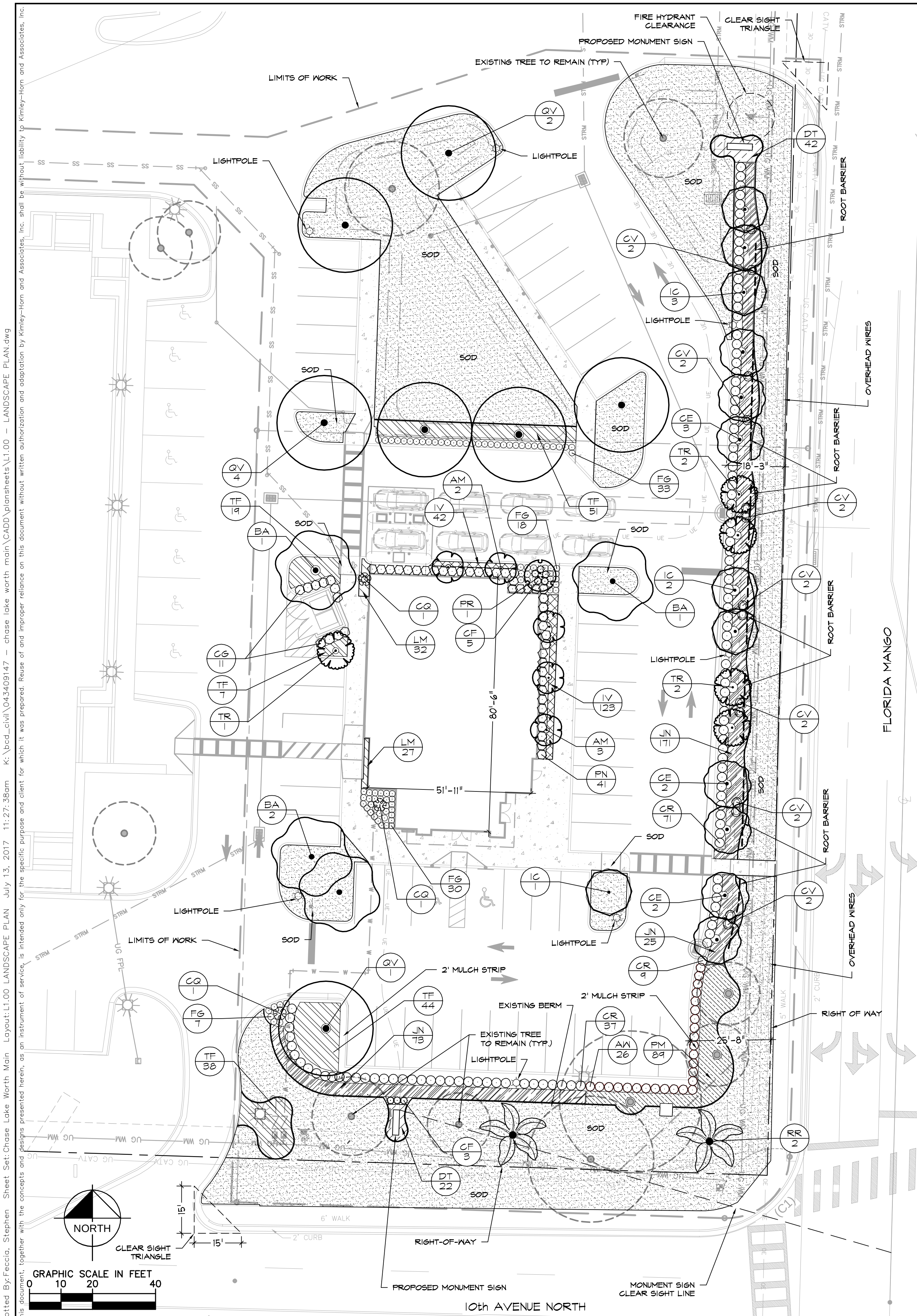
REVISIONS

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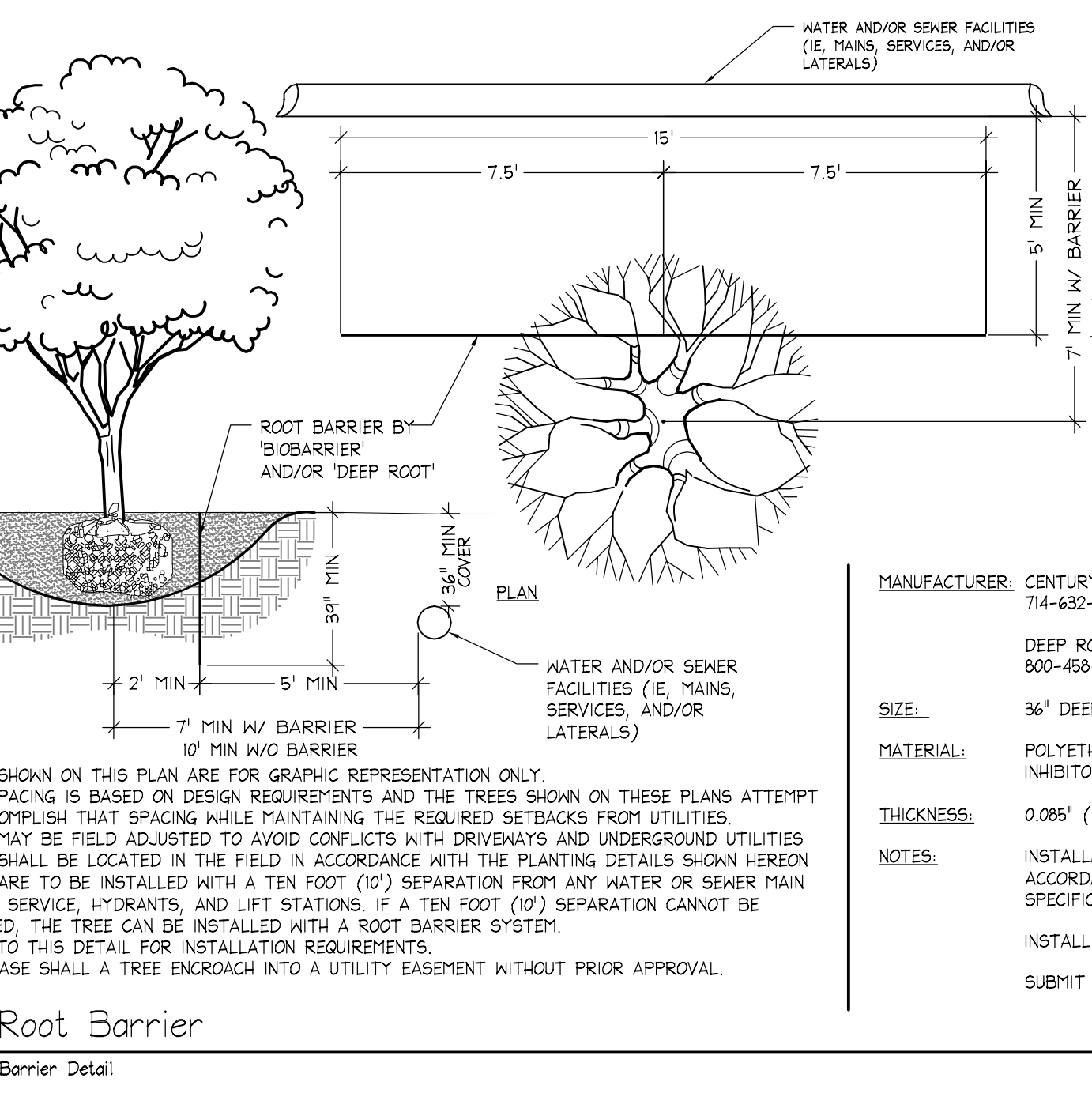
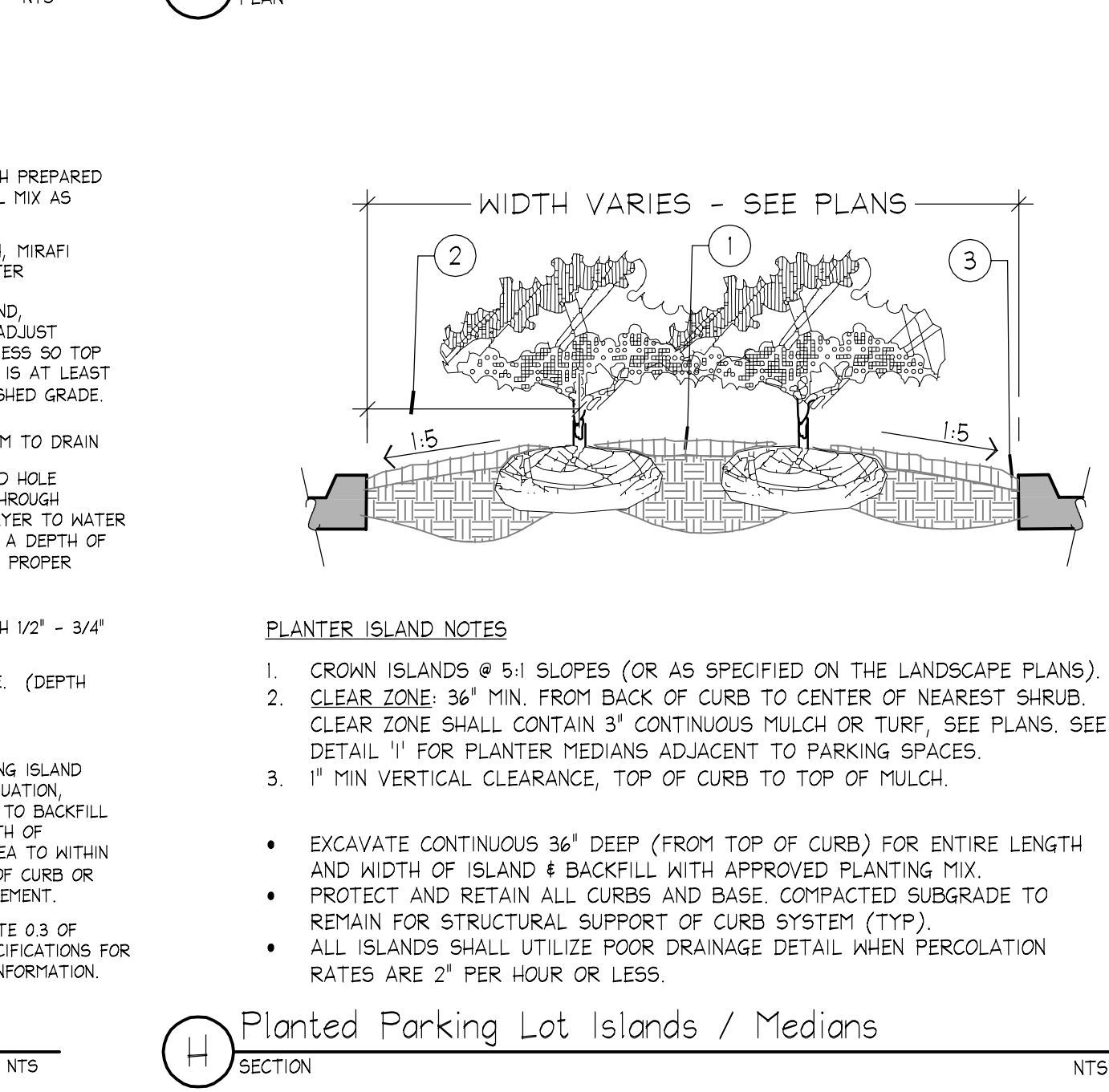
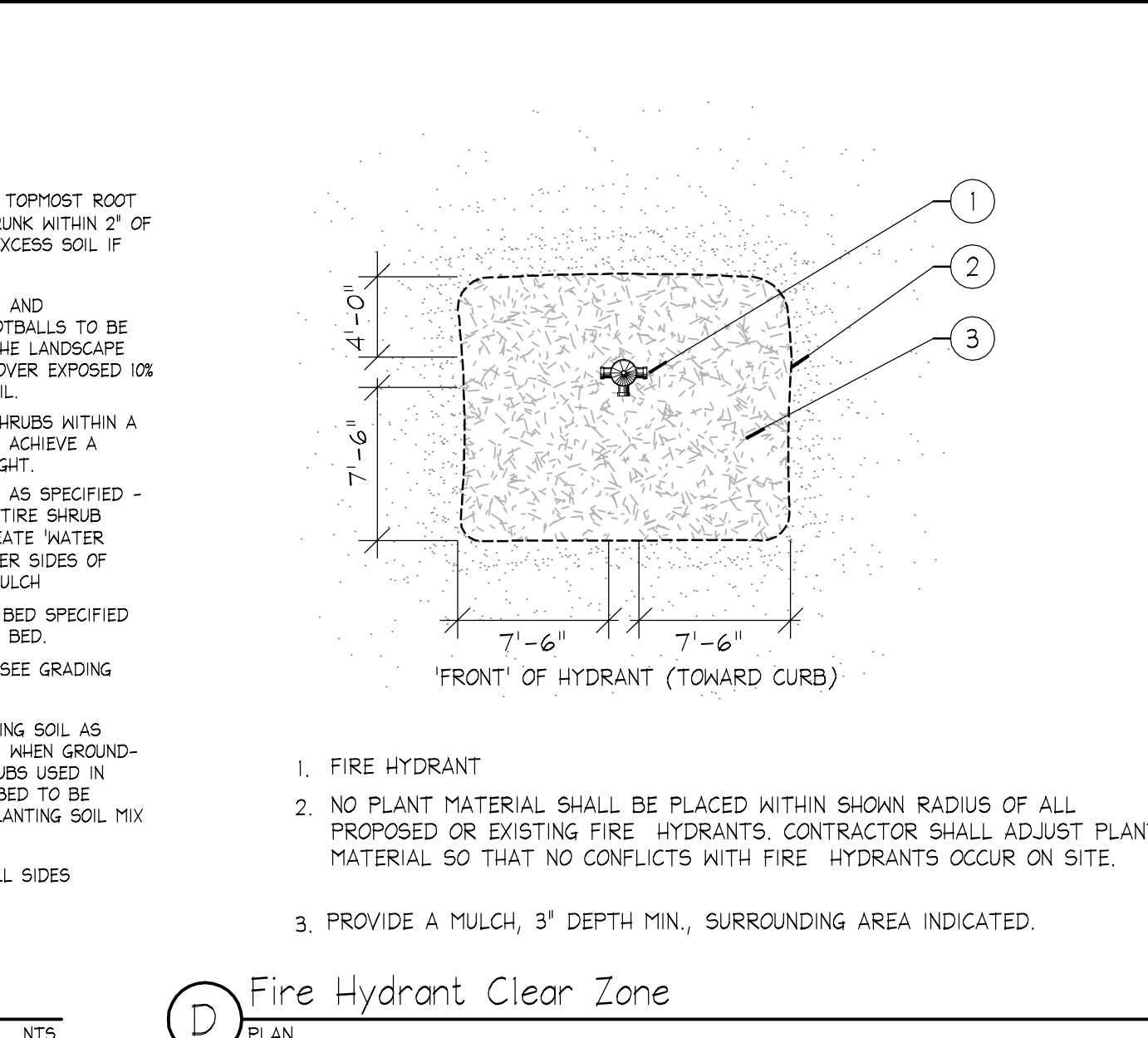
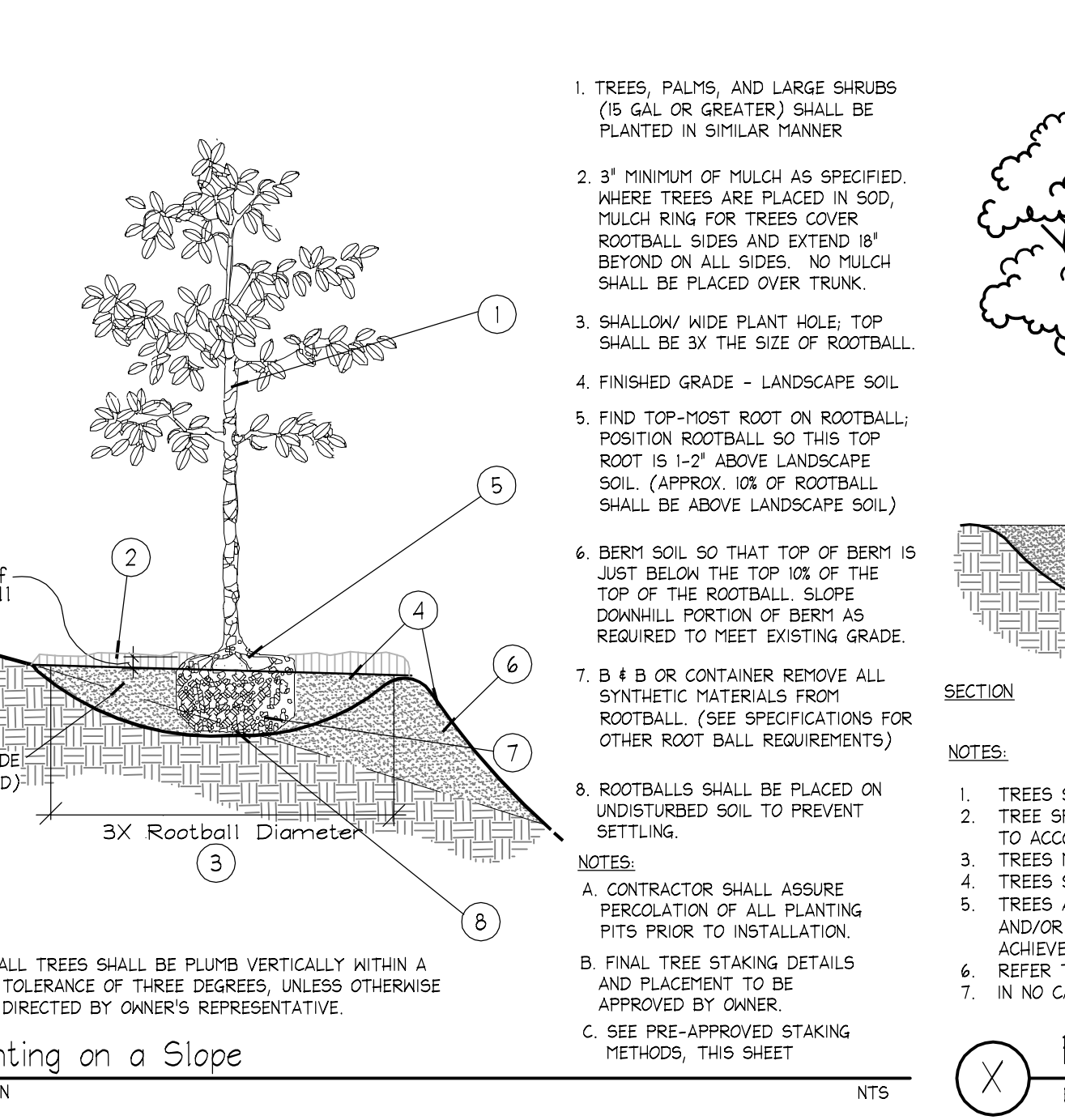
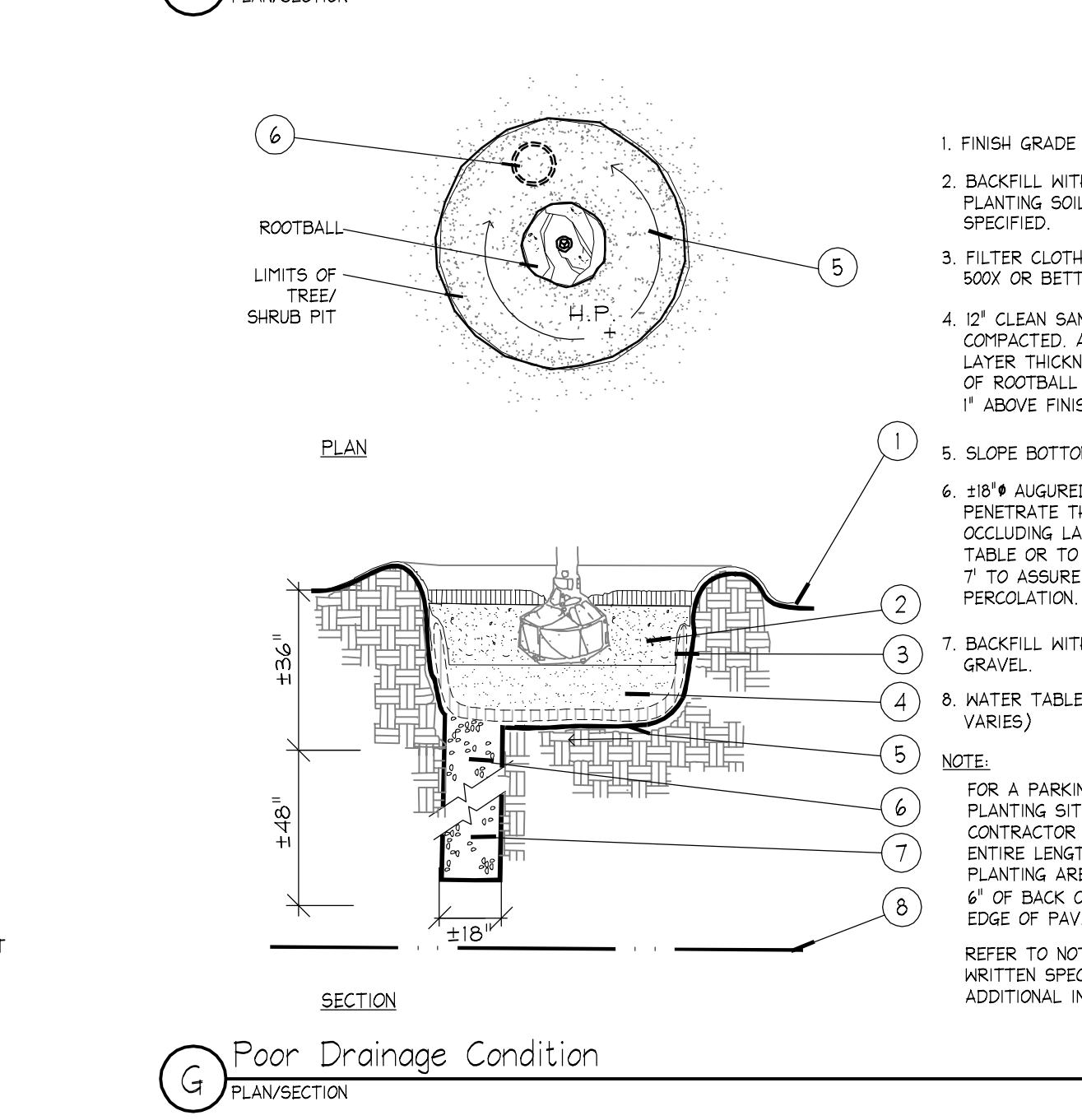
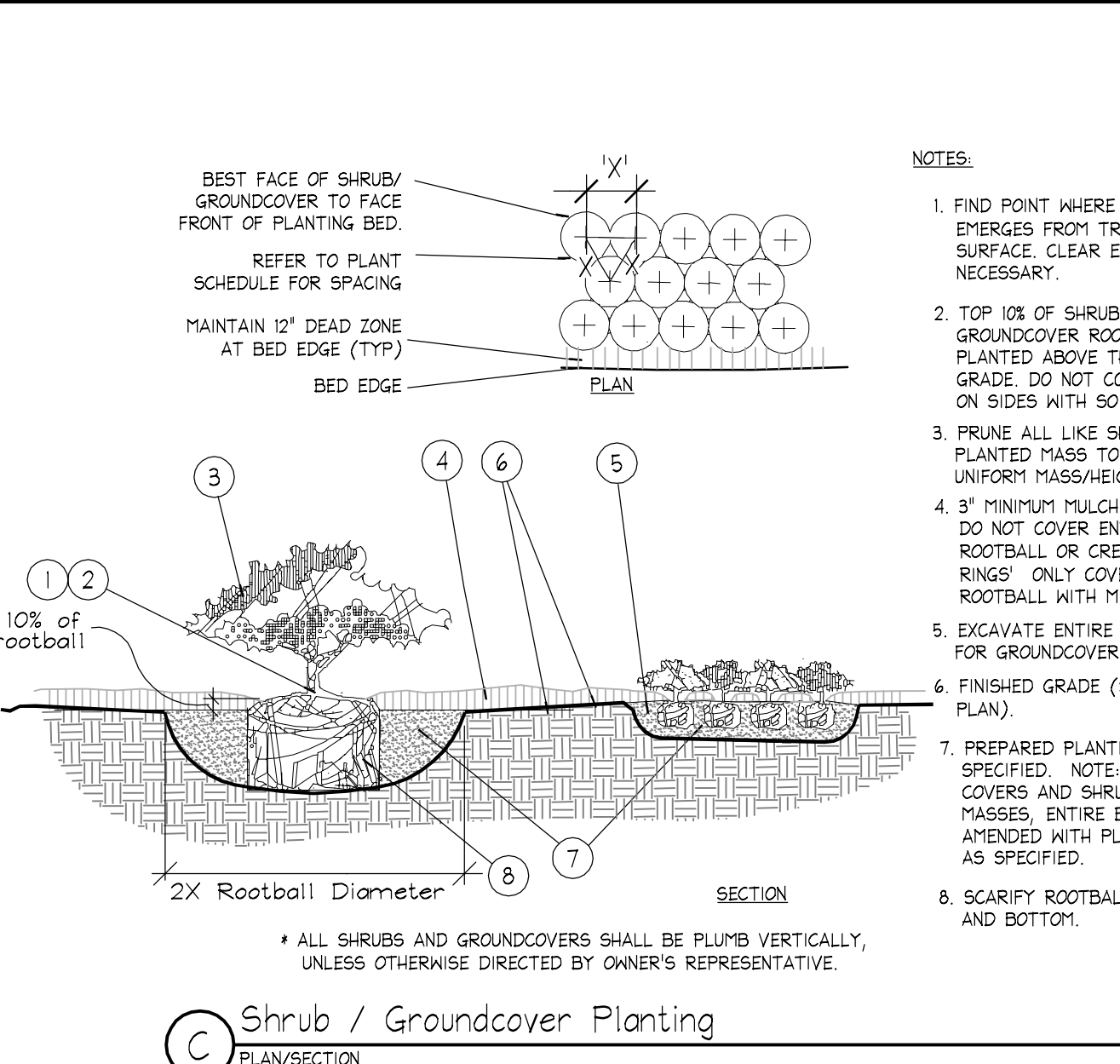
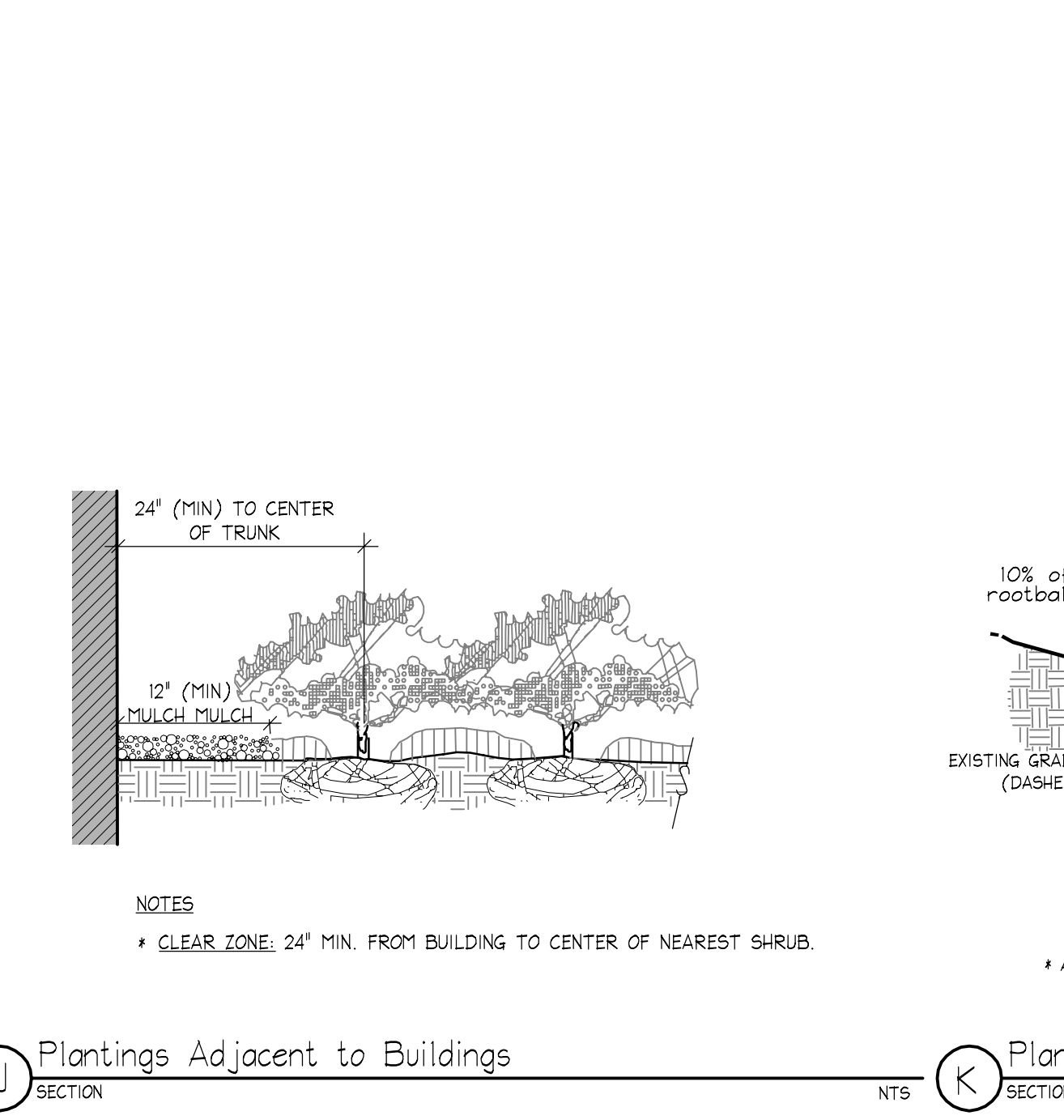
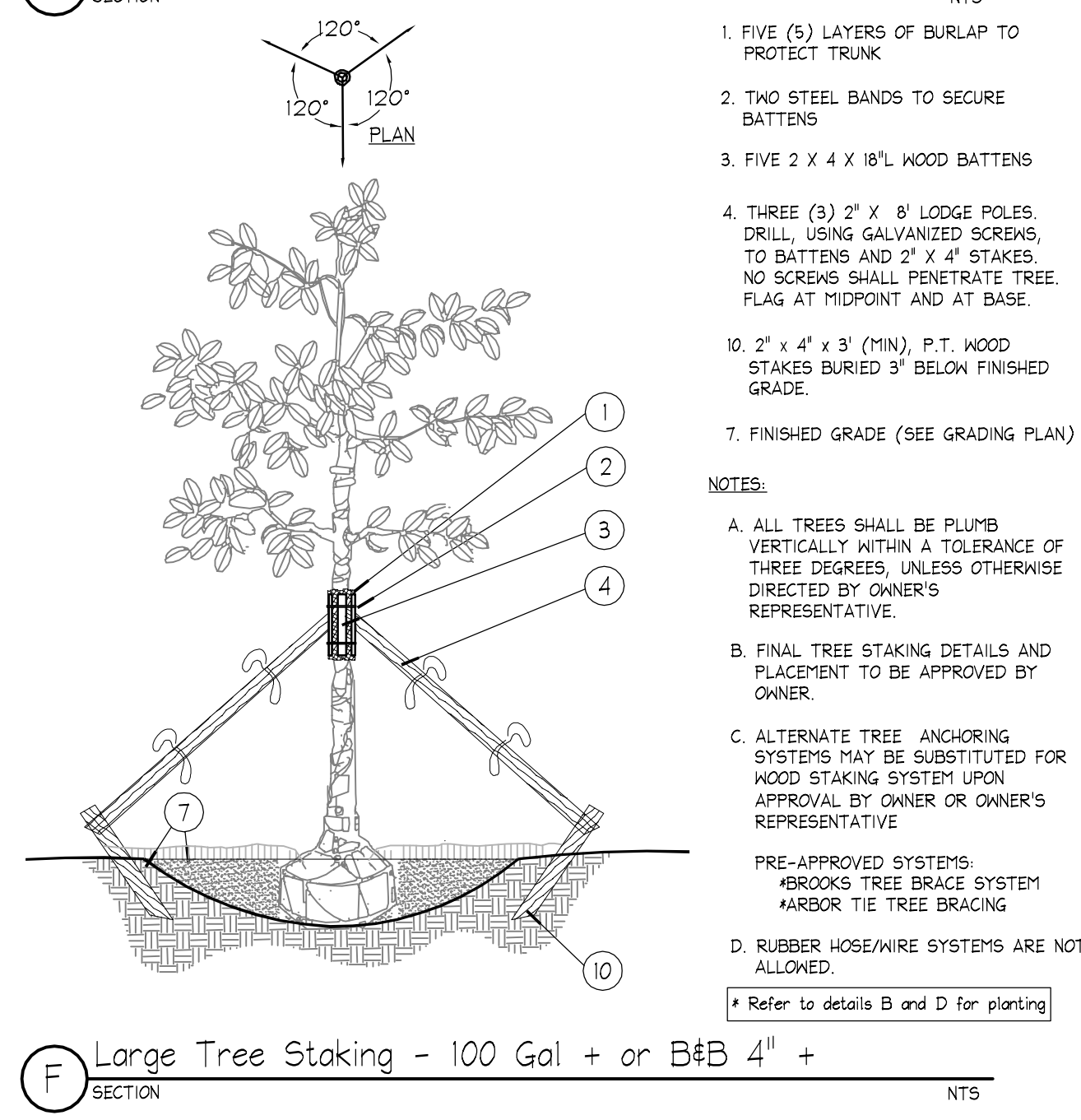
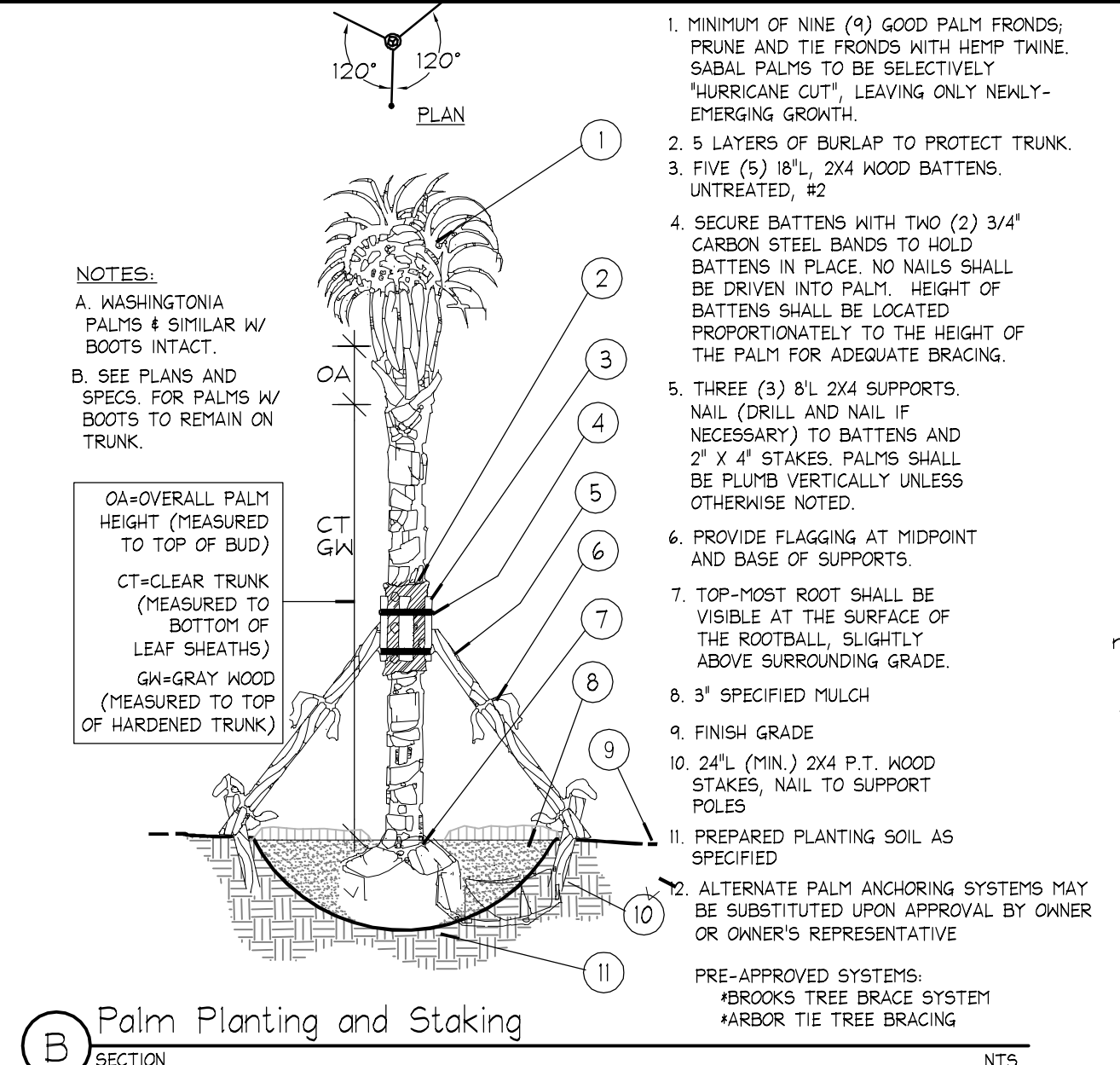
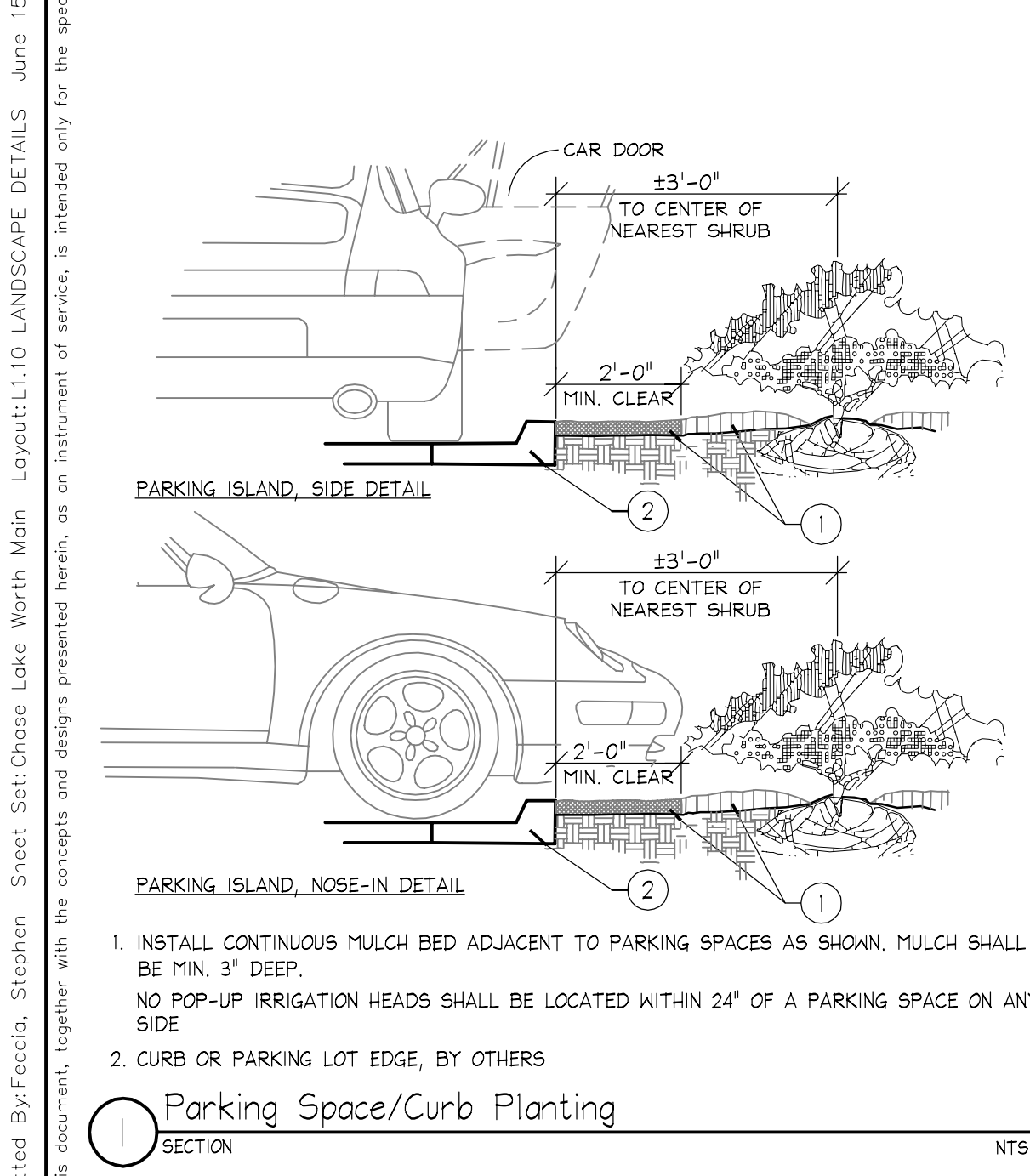
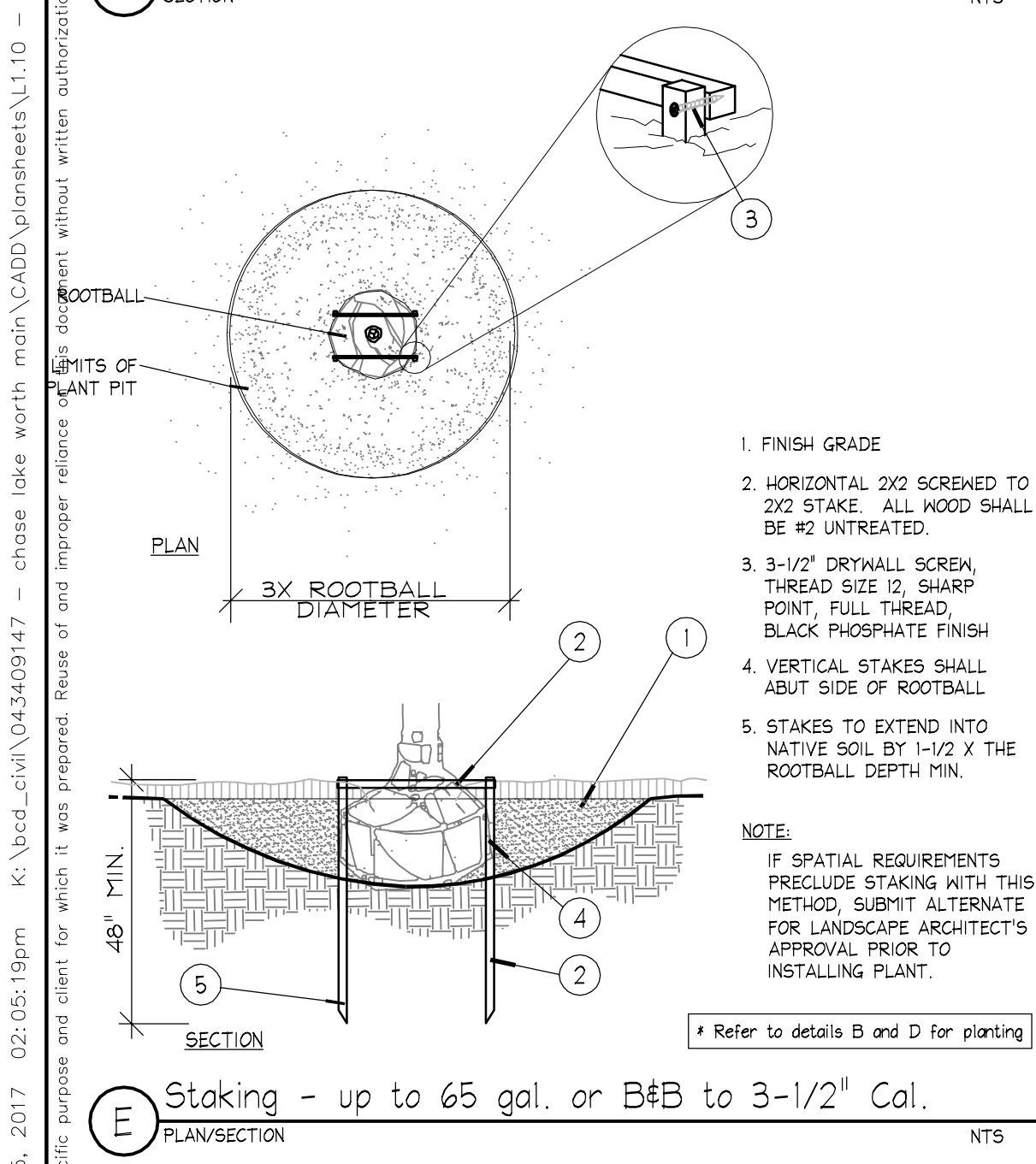
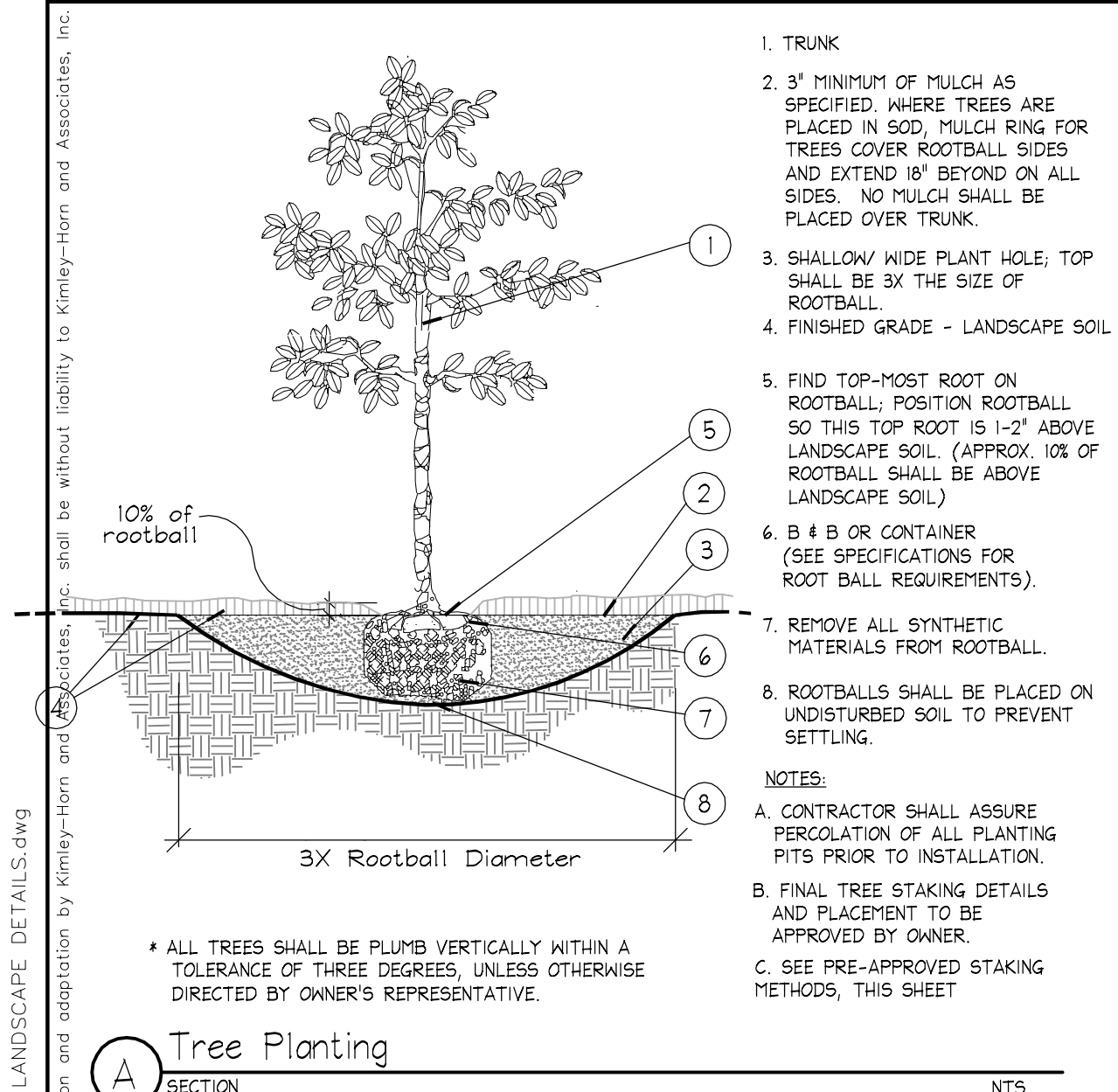


1. CONTRACTOR SHALL REFER TO THE LANDSCAPE PLANTING DETAILS, PLANT LIST, GENERAL NOTES AND ALL CONTRACT DOCUMENTS FOR FURTHER AND COMPLETE INSTRUCTIONS.
2. PLANT LIST QUANTITIES ARE PROVIDED FOR CONVENIENCE. IN THE EVENT OF QUANTITY DISCREPANCIES THE DRAWING SHALL TAKE PRECEDENCE. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDING.
3. PLANT SIZES LISTED ARE THE MINIMUM SIZE THAT WILL BE ACCEPTED FOR THAT PLANT.
4. ANY SUBSTITUTION IN SIZE AND/OR PLANT MATERIAL MUST BE APPROVED BY THE LANDSCAPE ARCHITECT IN WRITING. ALL PLANTS WILL BE SUBJECT TO APPROVAL BY LANDSCAPE ARCHITECT AND/OR OWNERS REPRESENTATIVE BEFORE PLANTING CAN BEGIN.
5. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIAL AS NECESSARY TO AVOID DAMAGE TO EXISTING UNDERGROUND UTILITIES AND/OR INTERFERE WITH EXISTING ABOVE GROUND ELEMENTS. ALL CHANGES REQUIRED SHALL BE COMPLETED AT THE CONTRACTOR'S EXPENSE AND SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE AND THE LANDSCAPE ARCHITECT.
6. THE CONTRACTOR SHALL BEAR ALL COSTS OF TESTING OF SOILS, AMENDMENTS, ETC. ASSOCIATED WITH THE WORK AND INCLUDED IN THE SPECIFICATIONS.
7. CONTRACTOR SHALL FAMILIARIZE HIM/HERSELF WITH THE LIMITS OF WORK AND EXISTING CONDITIONS AND VERIFY ALL INFORMATION. IF DISCREPANCIES EXIST, CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IN WRITING WITHIN SEVEN CALENDAR DAYS OF NOTICE TO PROCEED.
8. ALL NEW AND TRANSPLANTED PLANT MATERIAL SHALL BE IRRIGATED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.

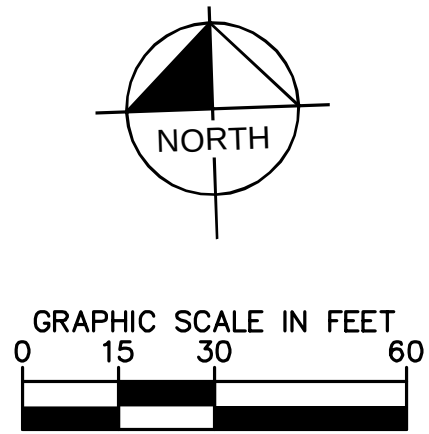
SHEET NUMBER L1.00	CHASE BANK PREPARED FOR BDG ARCHITECTS, LLP	PALM SPRINGS FL	LANDSCAPE PLAN	KHA PROJECT 043409147	LICENSED PROFESSIONAL	 1615 S CONGRESS AVE, SUITE 201, DELRAY BEACH, FL 33445 PHONE: 904-330-2345 FAX: 904-863-8175 WWW.KIMLEY-HORN.COM © 2017 KIMLEY-HORN AND ASSOCIATES, INC.	No. _____ DATE _____ REVISIONS _____	BY _____
				DATE JUNE 2017 SCALE AS SHOWN DESIGNED BY _____ DRAWN BY _____ CHECKED BY _____	JONATHAN D. HAIGH FL LICENSE NUMBER LA #6666795 DATE: 7/13/2017			

Plotted By: Fecio, Stephen Sheet Set: Chase Lake Worth Main Layout: L1.10 LANDSCAPE DETAILS June 15, 2017 02:05:19pm K:\bdc_civil\043409147 - chase lake worth main\CADD\plansheets\L1.10 - LANDSCAPE DETAILS.dwg

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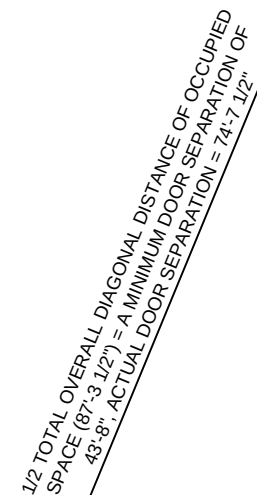


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PALM SPRINGS		FL				DATE JUNE 2017		JONATHAN D. HAIGH		1815 S CONGRESS AVE, SUITE 201, DELRAY BEACH, FL 33445	
						SCALE AS SHOWN		FL LICENSE NUMBER		904.334.5555 FAX 904.334.5556	
						DESIGNED BY		LA #6666795		PHONIMLEY@KHA.COM CA#000866	
						DRAWN BY		DATE 06/15/2017		© 2017 KIMLEY-HORN AND ASSOCIATES, INC.	
						CHECKED BY				No.	
										DATE	
										REVISIONS	



Calculation Summary							
Project: CHASE BANK - SITE_REV 3 LAKE WORTH, FL 06/15/2017							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
DRIVE THROUGH ATMS (50' RADIUS)	Illuminance	Fc	5.85	32.2	2.0	2.93	16.10
PARKING LOT	Illuminance	Fc	3.02	6.5	1.3	2.32	5.00
PROPERTY LINE	Illuminance	Fc	0.19	0.9	0.0	N.A.	N.A.
WALK UP ATM (50' RADIUS)	Illuminance	Fc	4.41	20.5	2.0	2.21	10.25

SHEET NUMBER P1.00	CHASE BANK PREPARED FOR BDG ARCHITECTS, LLP PALM SPRINGS FL	PHOTOMETRICS PLAN	KHA PROJECT O-43-09147 DATE JUNE 2017 SCALE AS SHOWN DESIGNED BY JRF DRAWN BY JRF CHECKED BY MDM	LICENSED PROFESSIONAL MICHAEL D. MILES, P.E. FL LICENSE NUMBER 81313 DATE: --- --	Kimley»Horn © 2017 KIMLEY-HORN AND ASSOCIATES, INC. 1615 S CONGRESS AVE., SUITE 201, DELRAY BEACH, FL 33445 PHONE: 561-890-0075 FAX: 561-890-0075 WWW.KIMLEY-HORN.COM CA 00000686	No.	REVISIONS	DATE	BY
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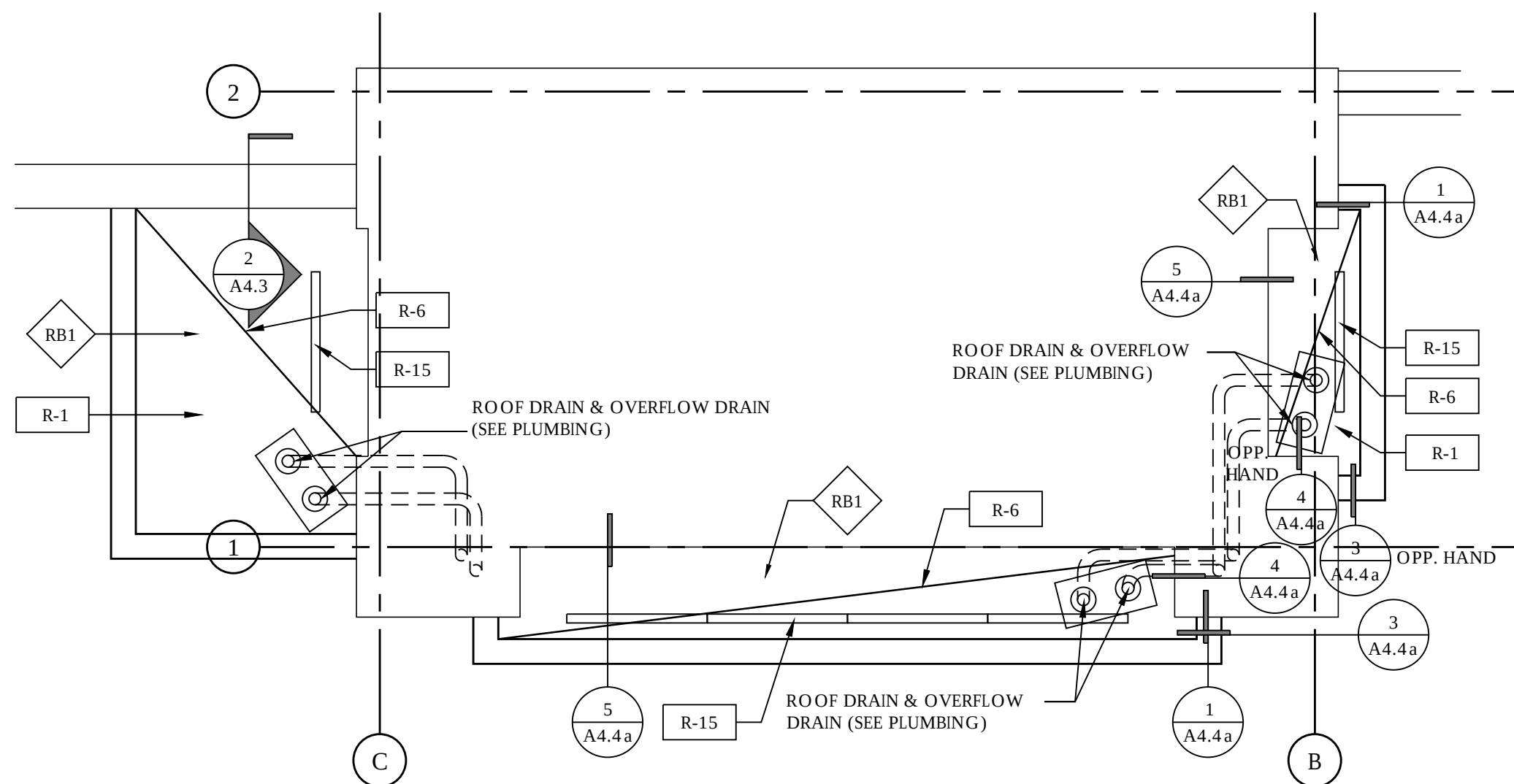
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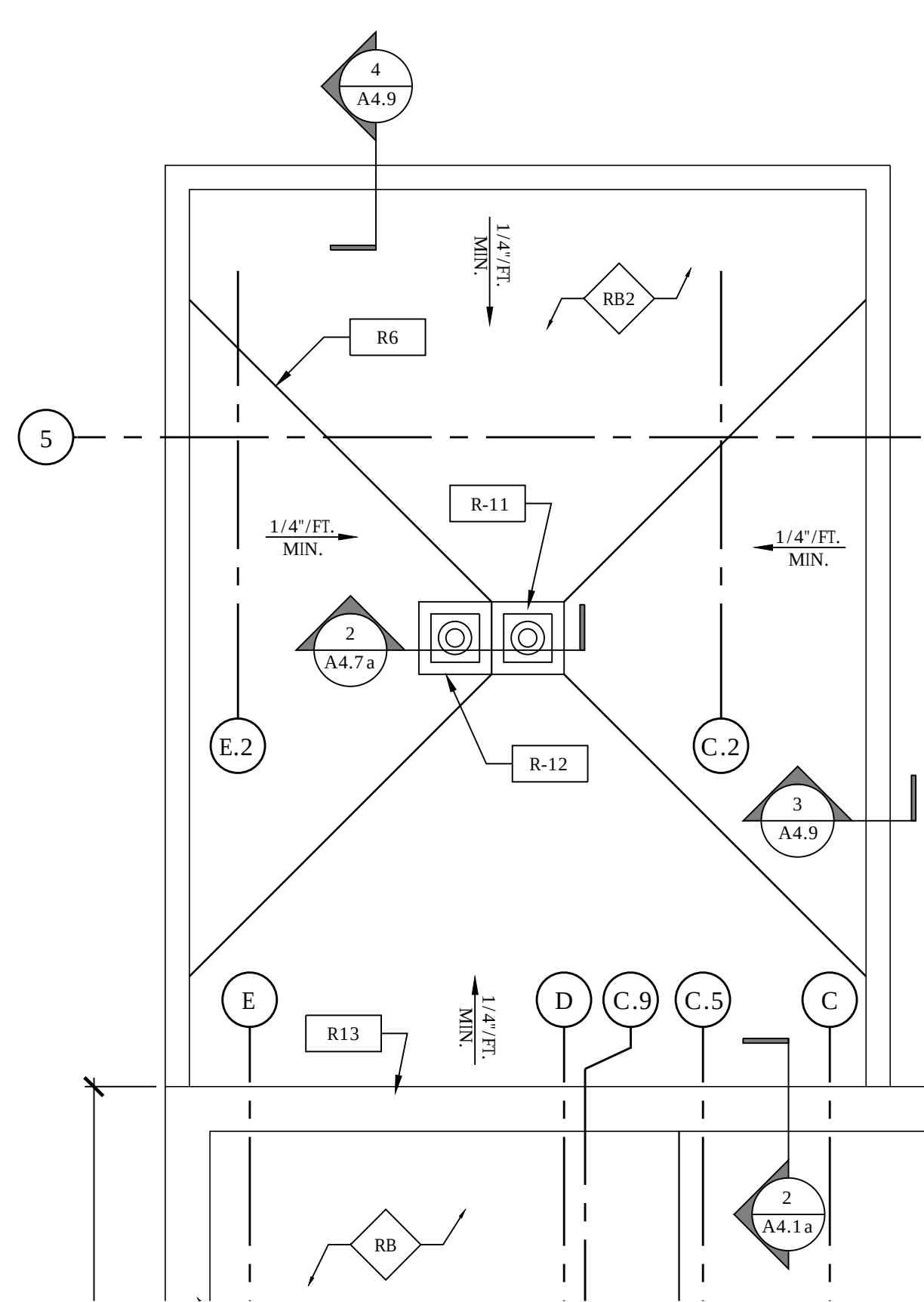


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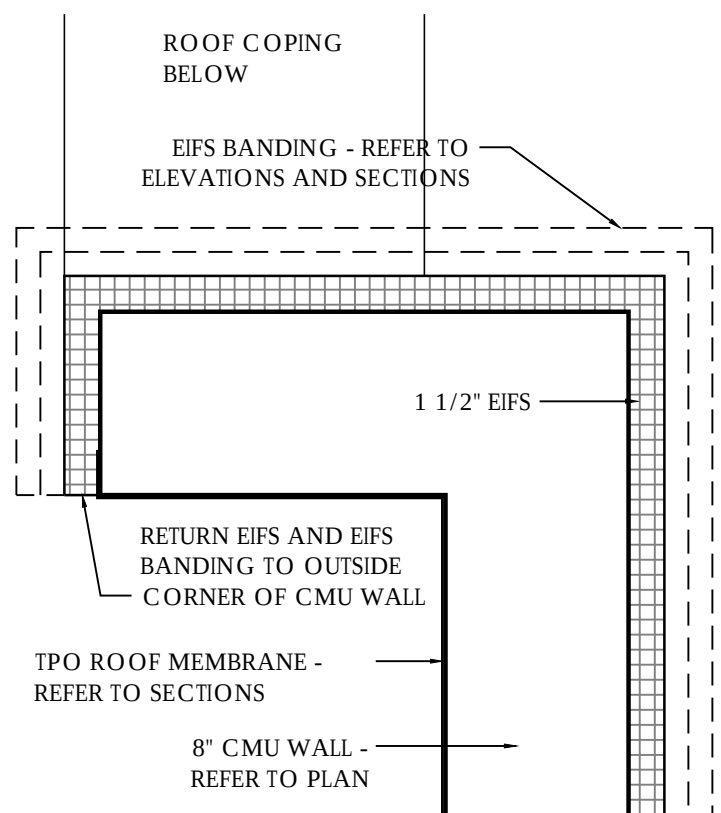
ROOF PLAN NOTES	
R-1	LOW-SLOPE ROOFING: REFER TO WALL SECTIONS AND CONSTRUCTION TYPES
R-2	NOT USED
R-3	HOSE BIBB: REFER TO PLUMBING DRAWINGS
R-4	ROOFING TRAFFIC PADS: SURFACE-ADHERED TEXTURED WALKWAY MATERIAL PER ROOFING MANUFACTURER SPECIFICATIONS TO ALL MECHANICAL EQUIPMENT AND DRAINAGE SERVICE AREAS
R-5	SPLASH BLOCK: PRE-FABRICATED CONCRETE BLOCK WITH DRAINAGE CHANNEL SET ON MIN 60 MIL ROOFING MATERIAL PAD
R-6	FLAT ROOF DRAINAGE PLANES: INSTALL TAPERED INSULATION AS REQUIRED TO FORM RIDGES, VALLEYS, CRICKETS AND SADDLES AS REQUIRED TO ACHIEVE MINIMUM 1/4" PER FOOT PITCH OR MANUFACTURER'S MINIMUM PITCH REQUIREMENTS FOR THE APPLICATION, WHICHEVER IS GREATER- FORM SLOPES TO ELIMINATE THE POSSIBILITY OF PONDING
R-7	ROOF VENTS: SHOP-FABRICATED PRE-FINISHED CORROSION-RESISTANT METAL CONVECTIVE VENTS WITH INSECT SCREENS- METAL SHALL BE COMPATIBLE WITH ROOFING AND SUBSTRATE- COLOR-MATCH TO FINISH ROOFING
R-8	PIPE PENETRATION: PRE-FABRICATED WATER-TIGHT SURFACE-ADHERED ROOFING PORTAL COMPATIBLE WITH ROOFING MATERIAL
R-9	GUTTER AND DOWNSPOUT SYSTEM: • SHOP-FABRICATED PRE-FINISHED ALUMINUM- REFER TO EXTERIOR ELEVATIONS FOR COLOR • 6" K-STYLE GUTTER ON CONCEALED ALUMINUM CLIP HANGERS AT 24" o.c. MAX. • CORRUGATED RECTANGULAR DOWNSPOUTS SIZED AS REQUIRED- WITH LEAF BASKETS • SECURE DOWNSPOUTS TO FACADE WITH PRE-FAB. ALUM. DOWNSPOUT BRACKETS AT 48" o.c. MAX.
R-10	SCUPPER: WATER-TIGHT SHEET METAL THROUGH-WALL DRAINAGE CHANNEL- REFER TO DETAILS AS NOTED
R-11	ROOF DRAIN: METAL DRAIN PAN AND BASKET ASSEMBLY WITH CLAMP RING SECURED WATER-TIGHT TO ROOFING MEMBRANE- REFER TO PLUMBING FIXTURE SCHEDULE
R-12	OVERFLOW DRAIN: METAL DRAIN PAN AND BASKET ASSEMBLY WITH CLAMP RING SECURED WATER-TIGHT TO ROOFING MEMBRANE- REFER TO PLUMBING FIXTURE SCHEDULE
R-13	PARAPET COPING SYSTEM: SHOP-FABRICATED PRE-FINISHED ALUMINUM- REFER TO WALL SECTIONS FOR DETAILS AND EXTERIOR ELEVATIONS FOR COLOR
R-14	ROOF LADDER: REFER TO DETAILS AS NOTED
R-15	LIGHT FIXTURE: SURFACE-MOUNT ELECTRICAL UPLIGHT FIXTURE SECURED TO BLOCKING OVER ROOFING MEMBRANE- REFER TO LIGHT FIXTURE SCHEDULE AND WALL SECTIONS
R-16	MECHANICAL EQUIPMENT: VENTILATION UNIT, PACKAGED ROOFTOP HEATING AND COOLING UNIT OR SPLIT-SYSTEM A/C UNIT MOUNTED TO SHOP-FAB. VIBRATION-ISOLATING RAIL OR INSULATED CURB UNIT- LAP FLASH WATER-TIGHT TO ROOFING MEMBRANE
R-17	NOT USED
R-18	PLUMBING STACK VENT: PVC SIZED AS REQD. WITH PRE-FABRICATED COMPATIBLE FLASHING BOOT ADHERED TO ROOF MEMBRANE- EXTEND VENT TO ALIGN WITH ADJACENT PARAPET COPING AND PROVIDE LATERAL BRACING AS REQD.
R-19	SURFACE-MOUNT MECHANICAL PIPING: GAS AND REFRIGERANT PIPING SUPPORTED ON ROOFING BY B-LINE DURA-LOK PRE-FAB. RUBBER-BASE GALVANIZED STEEL UNISTRUTE PIPE SUPPORTS AT 8'-0" o.c. MAX.
R-20	SURFACE-MOUNT SIGNAGE EQUIPMENT ENCLOSURE: WATER-TIGHT SHOP-FABRICATED METAL SIGNAGE ENCLOSURE BY JLL'S VENDOR- SECURE TO BACKSIDE OF PARAPET WALL WITH MINIMAL PENETRATIONS OF ROOFING MEMBRANE- PROVIDE PERIMETER WATER-TIGHT SEALANT COMPATIBLE WITH ROOF MEMBRANE
R-21	SATELLITE ANTENNA: ANTENNA ASSEMBLY BY JLL'S EQUIPMENT VENDOR- PROVIDE WATER-TIGHT CAPPED HOT-DIPPED GALVANIZED STEEL PIPE STANCHION SIZED AS REQUIRED FLASHED WATER-TIGHT TO ROOF WITH PRE-FAB. COMPATIBLE FLASHING BOOT ADHERED TO ROOF MEMBRANE
R-22	SCUTTLE: PRE-FAB. INSULATED ROOF SCUTTLE WITH RETRACTABLE SAFETY POST- FLASH WATER-TIGHT TO ROOFING MEMBRANE- PROVIDE CARABINER THROUGH LATCH
R-23	METAL ROOFING: REFER TO WALL SECTIONS AND CONSTRUCTION TYPES



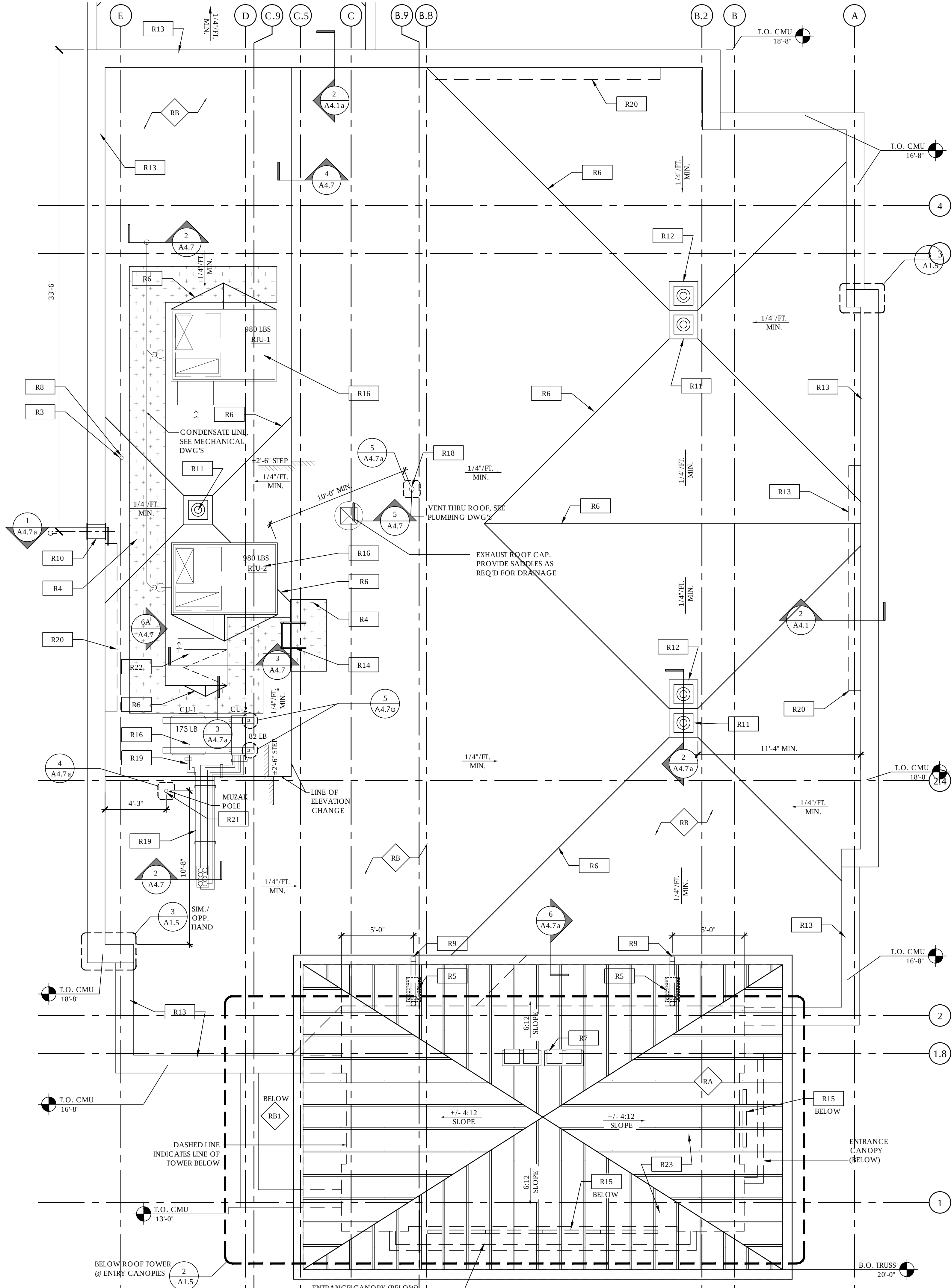
ENTITLEMENTS - ENTRY CANOPY OVERHANG ROOF PLAN



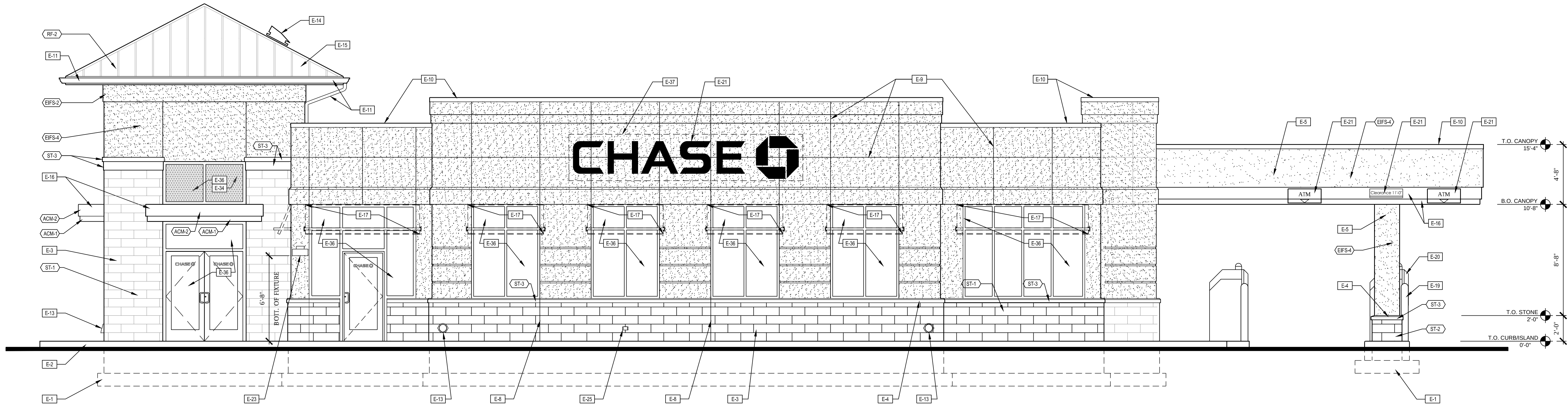
DRIVE-THRU - ROOF PLAN



EIFS RETURN DETAIL



ENTITLEMENTS - ROOF PLAN



ENTITLEMENTS - EAST ELEVATION

SCALE
1/4" = 1'-0"

3

SEE A3.3 FOR EXTERIOR FINISH MATERIALS

ELEVATION NOTES	
E-1	CONCRETE FOOTINGS / FOUNDATIONS. REFER TO STRUCTURAL DWGS
E-2	CONCRETE CURB AND ISLANDS. REFER TO CIVIL AND DRIVE-UP CANOPY PLAN AND DETAILS
E-3	STONE VENEER: 4" NOM. THICK RUNNING BOND MANUFACTURED STONE FIELD-CUT TO MAX. LENGTHS POSSIBLE WITH BUTTED AND LAPPED INSIDE AND OUTSIDE CORNERS- MITERED CORNERS ARE NOT ACCEPTABLE- PLACE CONTROL JOINTS AS RECOMMENDED BY THE MANUFACTURER- REFER TO WALL SECTIONS AND DETAILS
E-4	STONE SILL / BELT COURSE / WATER TABLE: MANUFACTURED STONE IN WIDTHS AS NOTED IN THE WALL SECTIONS AND DETAILS- FIELD-CUT TO MAXIMUM LENGTHS POSSIBLE WITH BUTTED AND LAPPED INSIDE AND OUTSIDE CORNERS- MITERED CORNERS ARE NOT ACCEPTABLE
E-5	EXTERIOR FINISH AND INSULATION SYSTEM: COLORS AND TEXTURES AS NOTED IN THE EXTERIOR FINISH MATERIALS SCHEDULE. SEE WALL SECTIONS AND DETAILS.
E-6	(NOT USED)
E-7	REVEAL: 3/4" DEEP REVEAL - STOP 4" FROM EQUIPMENT OPENINGS
E-8	CONTROL JOINT: VERTICAL ELASTOMERIC SEALANT JOINT CONTINUOUS THROUGH MASONRY VENEER- MATCH SEALANT COLOR TO VENEER COLOR- ALSO PLACE CONTROL JOINTS AT EACH INSIDE CORNER (NOT GRAPHICALLY INDICATED)
E-9	ETS REVEAL: 3/8" WIDE V-GROOVE ALIGNED WITH MASONRY CONTROL JOINTS BELOW
E-10	COPING: REFER TO ROOF PLAN- FINISH TO MATCH EPT-1
E-11	GUTTERS & DOWNSPOUTS: REFER TO ROOF PLAN- FINISH TO MATCH EPT-1
E-12	SCUPPER: REFER TO ROOF PLAN AND DETAILS

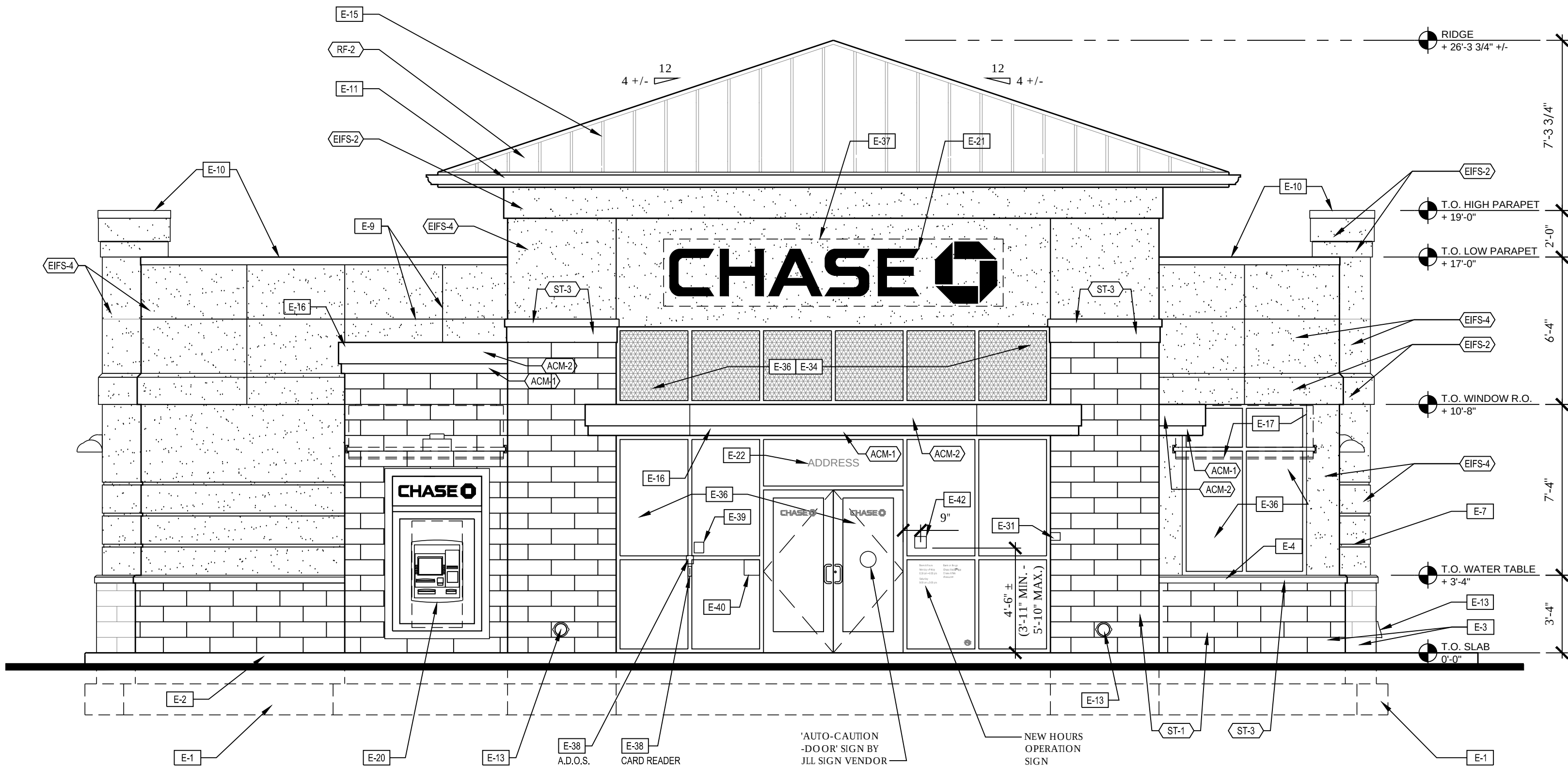
E-13	DOWNSPOUT NOZZLE WITH INTEGRAL INSECT SCREEN: REFER TO PLUMBING DRAWINGS SCHEDULE
E-14	ROOF VENT: PREFINISHED CONVECTIVE VENT. SEE ROOF PLAN
E-15	METAL ROOFING: STANDING SEAM METAL ROOF. REFER TO ROOF PLAN
E-16	CANOPY FASCIA: REFER TO WALL SECTIONS AND DETAILS
E-17	WINDOW / EQUIPMENT AWNING: PROVIDED AND INSTALLED BY JLL'S SIGNAGE VENDOR UNDER SEPARATE PERMIT. G.C. TO COORD. STRUCTURAL SUPPORT / BLOCKING IN WALL AS REQD. REFER TO WALL SECTIONS AND DETAILS
E-18	PREFABRICATED CANOPY FASCIA: PROVIDED BY JLL'S CANOPY VENDOR. REFER TO CANOPY RESPONSIBILITY MATRIX AND JLL'S CANOPY VENDOR DRAWINGS.
E-19	BOLLARD: CONCRETE-FILLED STEEL PIPE EMBEDDED IN CONCRETE CURB- WITH PLASTIC COVER- REFER TO SITE PLAN, DRIVE-UP CANOPY PLAN AND DETAILS
E-20	BANK EQUIPMENT: FURNISHED AND INSTALLED BY JLL'S BANK EQUIPMENT VENDOR- COORD. WALL OPENINGS AND ELECTRICAL / DATA REQUIREMENTS WITH JLL'S BANK EQUIPMENT SHOP DRAWINGS AND PRODUCT DATA
E-21	SIGNAGE: BY JLL'S SIGNAGE VENDOR UNDER SEPARATE PERMIT. PROVIDE RIUGH-IN ELECTRICAL WORK AND BLOCKING IN WALL AS REQUIRED FOR VENDOR INSTALLATION.
E-22	BUILDING ADDRESS NUMBER: WHITE VINYL NUMBERS WITH 1/2" WIDE STROKE APPLIED TO INTERIOR FACE OF GLASS TRANSOM- MIN. 6" HEIGHT OR AS REQD. BY LOCAL CODE
E-23	EXTERIOR LIGHT FIXTURE. SEE ELECTRICAL DWGS.
E-24	HOSE BIBB: SET FLUSH WITH FACE OF MASONRY VENEER. SEE PLUMBING DRAWINGS.
E-25	ELECTRICAL OUTLET: SET FLUSH WITH FACE OF MASONRY VENEER. SEE ELECTRICAL DRAWINGS

E-26	UTILITY EQUIPMENT: PROVIDE AND INSTALL UTILITY CABINETS AND METERS AS REQUIRED. COORDINATE WITH OWNERS SECURITY AND TELE/DATA SERVICES. COORDINATE UTILITY AND METER LOCATIONS WITH LOCAL JURISDICTION. SEE SITE PLAN.
E-27	(NOT USED)
E-28	EXTERIOR BRASS WALL HYDRANT: MOUNTED 18" A.F.F., SEE PLUMBING DRAWINGS
E-29	(NOT USED)
E-30	1 1/2" DIA. ALUM. ANODIZED HANDRAIL
E-31	EMERGENCY ACCESS KEY BOX: RECESS MOUNT IN WALL CONSTRUCTION - FACE SET FLUSH WITH ADJACENT WALL FINISH. VERIFY FINAL LOCATION WITH LOCAL AUTHORITIES HAVING JURISDICTION
E-32	IRRIGATION SYSTEM SENSOR
E-33	LIGHTING TIMER PHOTO SENSOR: SEE ELECTRICAL DRAWINGS
E-34	SPANDREL GLASS: IMPACT RESISTANT GLAZING WITH APPLIED OPAQUE COATING. SEE SPECIFICATIONS.
E-35	WINDOW FILM: INTERIOR SHADING FILM MOUNTED ON INTERIOR GLAZING SURFACE. SEE FINISH SCHEDULE
E-36	STOREFRONT / CURTAINWALL SYSTEM: ALUMINUM FRAMES WITH IMPACT RESISTANT GLAZING
E-37	SIGNAGE BACKING: G.C. TO PROVIDE 5/8" THICK 'EXPOSURE 1' PLYWOOD SHEATHING FOR FUTURE SIGN MOUNTING
E-38	FRAME MOUNTED DOOR OPENER & CARD READER: REFER TO SECURITY DRAWINGS FOR ADDL INFO.
E-39	AFTER HOURS ATM VESTIBULE ACCESS SIGNAGE
E-40	FIRE DEPARTMENT SYMBOL: THE APPROVED SYMBOL SHALL BE PLACED WITHIN 24" OF THE MAIN ENTRY DOOR AT A DISTANCE ABOVE THE GRADE, WALKING SURFACE, OR FINISHED FLOOR TO THE BOTTOM OF THE SYMBOL TO BE NOT LESS THAN 4'-0" AND NO MORE THAN 6'-0" TO THE TOP OF THE SYMBOL PER FLORIDA ADMIN. CODE 69A-60.0081
E-41	NOT USED
E-42	INTERNATIONAL SYMBOL OF ACCESSIBILITY: PROVIDED AND INSTALLED BY JLL'S SIGNAGE VENDOR

ELEVATION NOTES

SCALE
N.T.S.

2



ENTITLEMENTS - SOUTH ELEVATION

SCALE
1/4" = 1'-0"

1

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SEAL

Architect of Record:
Gregg A. Holdsworth, AIA LEED AP
Florida Registration
License No. AR0017669

ISSUE/ BY	DATE	DESCRIPTION

PROJECT INFORMATION BLOCK		
JOB #:	164014	
DATE:	02-01-2017	
DRAWN BY:	JL	
CHECKED BY:	DW	

SHEET TITLE

ENTITLEMENTS
EXTERIOR ELEVATIONS

SHEET NUMBER

A3.1

bdg
architects

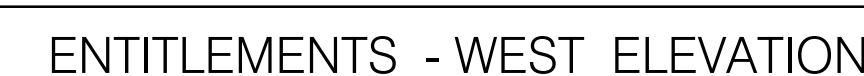
100 S. Ashley Dr.,
Ste. 100
Tampa, FL 33602

P: 813 - 323 - 9233
Lic. #: AA - 0003590
www.bdgllp.com

CHASE

CHASE BANK

JPM Chase Retail Banking Center
2601 10th Avenue North
Lake Worth, Florida 33461



SCALE
1/4" = 1'-0"

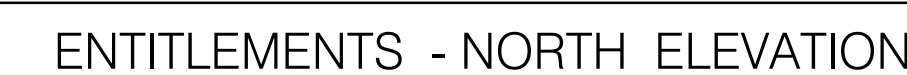
CS	
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SEE A3.1 FOR KEYNOTES AND SEE A3.3
FOR EXTERIOR FINISH MATERIALS.



SCALE
1/4"=1'-0"

2



SCALE
1/4"=1' 0"

1

[illegible]

SEAL

Architect of Record:
Gregg A. Holdsworth, AIA LEED AP
Florida Registration
License No. AR0017669

[illegible]

PROJECT INFORMATION BLOCK	
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JOB #:	164014
DATE:	02-01-2017
DRAWN BY:	JL
CHECKED BY:	DW

SHEET TITLE

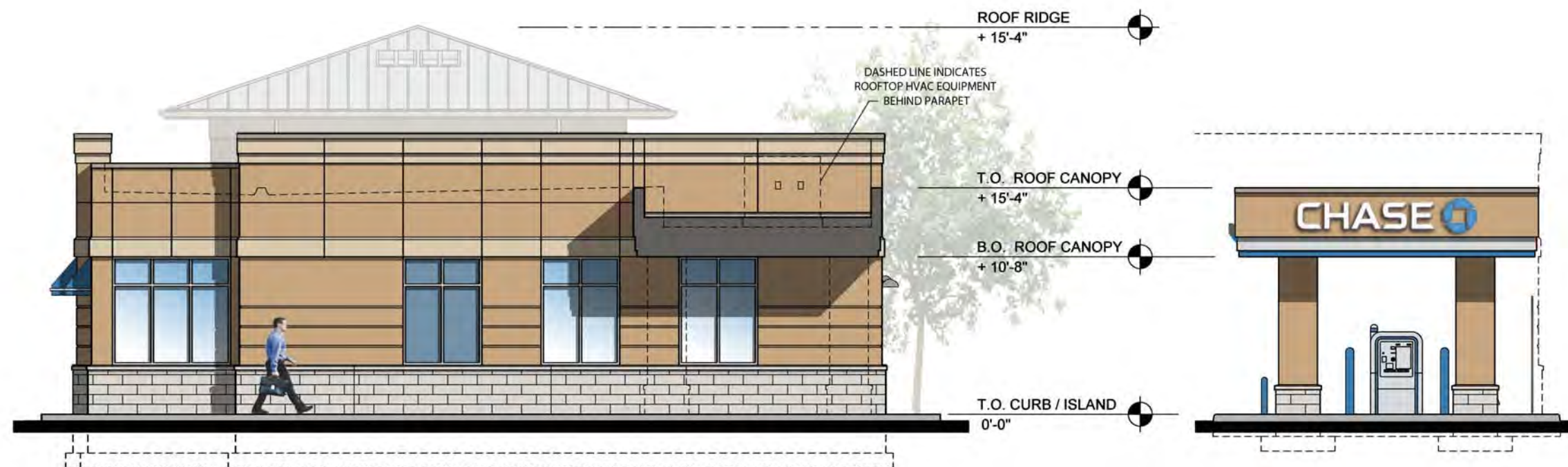
ENTITLEMENTS
EXTERIOR ELEVATIONS

SHEET NUMBER

A3.2



WEST ELEVATION



NORTH ELEVATION



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2601 10th Avenue N., Lake Worth, FL 33461



THE COLORS SHOWN IN THIS RENDERING ARE CLOSE APPROXIMATIONS. DUE TO INK VARIATIONS AND DIFFERENCES IN PRINTERS, AN EXACT COLOR MATCH CANNOT BE ACHIEVED. THE VIEWER IS ADVISED TO USE THE RENDERING AS A GUIDELINE FOR THE ARRANGEMENT OF COLORS ON THE BUILDING, AND TO THEN REFER TO THE ACTUAL COLOR OR MATERIAL SAMPLES PROVIDED.



EAST ELEVATION



SOUTH ELEVATION

	
SHERWIN - WILLIAMS SW 7036 ACCESSIBLE BEIGE	SHERWIN - WILLIAMS SW 6108 LATTE
	
SHERWIN - WILLIAMS SW 7045 INTELLECTUAL GRAY	SPANDREL GLASS (OR) SHADING FILM
	
ALCOA ARCHITECTURAL PRODUCTS, REYNOBOND DURAGLOSS 5000 SILVER	BERRIDGE MANUF. CO. ZEE-LOCK METAL ROOF ZINC-COTE
	
ALCOA ARCHITECTURAL PRODUCTS, REYNOBOND DURAGLOSS 3000 PROGRAM BLUE	HARVEY CEMENT PRODUCTS SAVANNA STONE LIMESTONE #3



CHASE BANK
2601 10th Avenue N., Lake Worth, FL 33461



THE COLORS SHOWN IN THIS RENDERING ARE CLOSE APPROXIMATIONS. DUE TO INK VARIATIONS AND DIFFERENCES IN PRINTERS, AN EXACT COLOR MATCH CANNOT BE ACHIEVED. THE VIEWER IS ADVISED TO USE THE RENDERING AS A GUIDELINE FOR THE ARRANGEMENT OF COLORS ON THE BUILDING, AND TO THEN REFER TO THE ACTUAL COLOR OR MATERIAL SAMPLES PROVIDED.



June 19, 2017

**Department of Engineering
and Public Works**

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Paulette Burdick, Mayor

Melissa McKinlay, Vice Mayor

Hal R. Valeche

Dave Kerner

Steven L. Abrams

Mary Lou Berger

Mack Bernard

County Administrator

Verdenia C. Baker

Ms. Iramis Cabrera
Planner
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

**RE: Chase Bank – 10th Avenue North & Florida Mango
Project #: 170407
Traffic Performance Standards Review**

Dear Ms. Cabrera:

The Palm Beach County Traffic Division has reviewed the **Chase Bank – 10th Avenue North & Florida Mango** Traffic Impact Evaluation, revised June 15, 2017, pursuant to the Traffic Performance Standards in Article 12 of the Palm Beach County Unified Land Development Code (ULDC). The project is summarized as follows:

Municipality:	Village of Palm Springs
Location:	NW corner of Florida Mango Road and 10 th Avenue North
PCN #:	70-43-44-20-01-008-0080
Access:	One full access driveway connection to Florida Mango Road and one full and one right-out only access driveway connections to 10 th Avenue North
Existing Uses:	9,098 SF of Drive-In Bank and 76,609 SF of Office Building
Proposed Uses:	4,081 SF of Drive-In Bank and 88,707 SF of Office Building
New Daily Trips:	-308
New Peak Hour Trips:	-18 (-6/-12) AM; -53 (-31/-22) PM
Build-out:	December 31, 2019

Based on our review, the Traffic Division has determined the proposed development does not have significant peak hour traffic impact (as defined in PBC TPS) on the roadway network and, therefore, meets the Traffic Performance Standards of Palm Beach County.

Please note the receipt of a Traffic Performance Standards (TPS) approval letter does not constitute the review and issuance of a Palm Beach County Right-of-Way (R/W) Construction Permit nor does it eliminate any requirements that may be deemed as site related. For work within Palm Beach County R/W, a detailed review of the project will be provided upon submittal for a R/W permit application. The project is required to comply with all Palm Beach County standards and may include R/W dedication.

*"An Equal Opportunity
Affirmative Action Employer"*



Ms. Iramis Cabrera

June 19, 2017

Page 2

No building permits are to be issued by the Village after the build-out date specified above. The County traffic concurrency approval is subject to the Project Aggregation Rules set forth in the Traffic Performance Standards Ordinance.

The approval letter shall be valid no longer than one year from date of issuance, unless an application for a Site Specific Development Order has been approved, an application for a Site Specific Development Order has been submitted, or the approval letter has been superseded by another approval letter for the same property.

If you have any questions regarding this determination, please contact me at 561-684-4030 or email QBari@pbcgov.org.

Sincerely,

A handwritten signature in black ink, appearing to read "Quazi Bari".

Quazi Bari, P.E.
Senior Professional Engineer
Traffic Division

QB:DS/bc

cc: Christopher W. Heggen, P.E., Transportation Engineer, Kimley-Horn and Associates, Inc.
Dominique Simeus, E.I., Project Coordinator II, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review
N:\TRAFFIC\DS\MUNICIPALITIES\APPROVALS\2017\170407 - CHASE BANK - 10TH AVENUE NORTH & FLORIDA MANGO.DOC

June 26, 2017

To: Iramis Cabrera, Village of Palm Springs Planner

From: Tara Bamber, PE 

Re: Chase Bank at Florida Mango Rd & 10th Ave N
Site Plan Approval
Engenuity Group Project No. 6001.30

We received the following through WeTransfer on 6-19-17:

1. Major Site Plans, 22 Sheets, dated June 2017, by KHA
2. Updated Surveys (Master & Chase Site), revision dated 6-5-17, by Miller Land Surveying
3. Color Elevations, 25 Sheets, dated 5-26-17, by NW Sign Industries
4. Chase Bank Vehicle Queuing Analysis by Coen & Company
5. Project Narrative, revision dated 6-15-17 by KHA
6. Resubmittal Cover Letter dated 6-16-17 by KHA

We recommend Site Plan approval with the following conditions:

1. On Sheet C5.00
 - a. For drainage structure S-2, when comparing the location to the existing drainage structures, it appears that the proposed structure will not line up to the existing drainage pipe. Provide further information of the existing storm system to ensure the proposed design will work.
 - b. Provide the rim elevation for drainage structure S-5.
 - c. Several proposed grading elevations are illegible. Please correct.
 - d. Provide location of roof drains.
 - e. Per the Drainage Narrative dated 4-25-17, the perimeter berm elevation is 18.08' NGVD. The east side of the property does not have a berm at that elevation.
2. Provide detail for the doghouse drainage structure S-2, FDOT Type P Inlet.
3. On Sheet C6.00,
 - a. How does the existing sanitary sewer connect to the 6" sanitary sewer coming from the main building? Provide information on abandoning that line.
 - b. The existing 10-inch water main and drainage structure S-4 are within 10-ft of each other.

- c. Regarding the Utility Easement for the 10-in water main, on 10th Avenue keep the easement 10-ft off the property line up to the corner of the ROW. For Florida Mango, revise the easement to be 10-ft starting from the property line. This will not be centered over the water main, but we prefer to start at the ROW.
4. On Sheet L0.00, the tree protector around trees No. 15, 16 & 18 will conflict with the existing water main and underground FPL line. Verify that the existing utilities will not be damaged by the metal "t" post.
5. On Sheet L1.00,
 - a. Provide root barriers for the trees on the east side of the storm drain pipe between structures S-1 and S-4.
 - b. Provide a root barrier for the third Dahoon Holly just south of the proposed monument sign along Florida Mango, for the conflict with the water main.
 - c. Verify there will be no conflict with the landscaping where the sanitary sewer comes into the building.
6. As the property in the Village of Palm Springs service area, please include the appropriate Specifications provided in the water and wastewater details and specifications, which can be sent to the Engineer under separate cover.
7. Incorporate the latest Palm Beach County Typicals for Pavement Markings, Signing & Geometric in your plans.
8. Provide a Sketch and Legal Description for a 10-ft Utility Easement over the existing 10-inch water main that runs along the south and east sides of the property.
9. Provide permits from all applicable permitting agencies, including Lake Worth Drainage District, South Florida Water Management District, PBC Land Development, etc.

The applicant needs to always meet Village code and although there may not be a comment in this letter, please make sure you meet code or any other applicable documents or Village requirements.

If you should have any questions, please give me a call at 561-655-1151.

CC: Kimberly Glas-Castro
Lisa Tropepe, PE
Matthew Hammond
Les Hudson

Chase Bank Freestanding Drive Thru ATMs Vehicle Queuing Analysis

Prepared for:

Chase Bank

Prepared by:



Planning & Transportation Services
P.O. Box 10658 Tampa, Florida 33679-0658
Phone: 813.877.7989 Fax: 813.877.7609

A handwritten signature in black ink, appearing to read 'R. J. Ferrell', is located in the bottom right corner of the page.



**Chase Bank Freestanding Drive Thru ATMs
Vehicle Queuing Analysis
Folio: 68042.0400**

The purpose of this vehicle queuing analysis is to determine the appropriate vehicle storage length for a freestanding drive thru Automated Teller Machine (ATM) not associated with a drive thru bank facility. The vehicle queuing analysis presented below is based on observations conducted at three existing freestanding drive thru ATMS. The existing ATMs observed are generally located at the intersections of Memorial Hwy. & Carlyle Rd., Henderson Blvd. & Watrous Ave., and Dale Mabry Hwy & Lake Carroll Way. Location maps and photos of these three existing freestanding are attached. Photos of these three ATM locations are attached. The Memorial Hwy. ATM is located in a separate out parcel; the other two ATMs are located within existing shopping center parking lots. At the time of the Google Photo the Dale Mabry ATM was under construction; this ATM has been operational for several months and has significant activity.

OBSERVATION METHODOLOGY

A methodology meeting was held with Hillsborough County transportation staff on January 17, 2013. A copy of the approved methodology is attached. The vehicle queuing analysis was completed in accordance with the county approved methodology.

The weekday observations of vehicles queues were conducted on January 29, 2013, January 31, 2013, and February 1, 2013. Each of the observation periods commenced at 11:00 am and ended at 7:00 pm. Each of the observations were counted and videotaped. Copies of the videos are available upon request.

OBSERVATION RESULTS

Table 1 summarizes the results of the observations. The vehicle queues identified in the table represent the maximum number of vehicles in each of the observed queues. The vehicle count includes the vehicle conducting a transaction at the ATM. Thus, a queue of two vehicles represents one vehicle at the ATM and one vehicle waiting to move up to the ATM. As shown in the table the maximum number of vehicles observed in a queue was two vehicles. The most frequent queue observed was one vehicle, i.e., the vehicle conducting the transaction. The transaction duration at the ATM was 45 seconds to ninety seconds, thus each of the two vehicle queues were of very short duration.

CONCLUSION AND RECOMMENDATION

Based on the above findings, a queue of two vehicles, which includes the vehicle conducting the transaction, should be accommodated at a freestanding ATM drive thru facility not constructed as a part of a branch bank facility. The number of queued vehicles includes the vehicle conducting a transaction at the ATM. Thus a storage length of 25 feet should be provided behind the vehicle position provided adjacent to the ATM, i.e., a storage length based on one less vehicle than that observed in the queuing observations discussed above.

Table 1
Vehicle Queueing Summary By Hour*
Chase Bank

Dale Mabry ATM		Henderson ATM		Memorial ATM	
Hour	Max Queue	Hour	Max Queue	Hour	Max Queue
11:00 AM	1	11:00 AM	1	11:00 AM	1
12:00 PM	2	12:00 PM	2	12:00 PM	1
1:00 PM	1	1:00 PM	2	1:00 PM	1
2:00 PM	2	2:00 PM	2	2:00 PM	1
3:00 PM	2	3:00 PM	1	3:00 PM	2
4:00 PM	2	4:00 PM	2	4:00 PM	1
5:00 PM	2	5:00 PM	2	5:00 PM	1
6:00 PM	2	6:00 PM	1	6:00 PM	1

*See attached detailed count sheet for additional information.

ATTACHMENTS

**Chase Bank Freestanding Drive Thru ATMs
Vehicle Queuing Analysis
Folio: 68042.0400**

1/16/2013

The vehicle queuing analysis to be based on observations conducted at three existing freestanding drive thru ATMs. The existing ATMs are generally located at the intersections of Memorial Hwy. & Carlyle Rd., Henderson Blvd. & Watrous Ave., and Dale Mabry Hwy & Lake Carroll Way. Photos of these three locations are attached. The Memorial Hwy. ATM is located in a separate out parcel; the other two ATMs are located within existing shopping center parking lots.

Propose: Identify the appropriate vehicle queue length for a freestanding drive thru ATM facility not located at a branch bank.

Project Description: The results of the analysis will be used to support a variance for a proposed freestanding drive thru ATM to be located within the parking lot of the existing Brandon Crossing Shopping Center and establish an alternative criterion for additional freestanding drive thru ATMs to be developed within the county. Diagrams attached.

Location: Southwest corner of SR 60 and Falkenburg Road

Analysis Period: Weekday observations from 11:00 am to 7:00pm at three existing freestanding drive thru ATM locations.

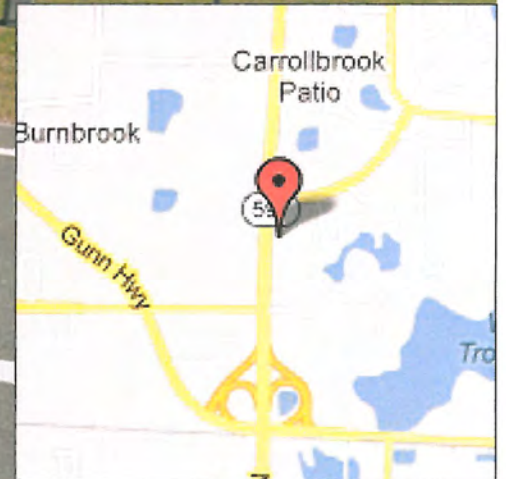
Sun Trust Memorial Hwy. & Carlyle Rd.



Bank of America Henderson Blvd. & Watrous Ave.



Chase Bank Dale Mabry Blvd. & Lake Carroll Way



*Construction Completed

Vehicle Queueing Observation
Chase Bank

Dale Mabry ATM		Henderson ATM		Memorial ATM	
Time	Queue	Time	Queue	Time	Queue
11:00 AM	1	11:00 AM	1	11:09 AM	1
11:14 AM	1	11:10 AM	1	11:25 AM	1
11:18 AM	1	11:26 AM	1	12:06 PM	1
11:24 AM	1	11:39 AM	1	12:12 PM	1
11:35 AM	1	11:40 AM	1	12:41 PM	1
11:55 AM	1	11:43 AM	1	12:55 PM	1
12:01 PM	1	12:18 PM	1	1:10 PM	1
12:20 PM	1	12:23 PM	1	1:56 PM	1
12:26 PM	1	12:29 PM	2	2:24 PM	1
12:56 PM	2	12:38 PM	1	2:54 PM	1
1:03 PM	1	12:41 PM	1	2:57 PM	1
1:06 PM	1	1:10 PM	1	3:01 PM	2
1:21 PM	1	1:26 PM	1	3:14 PM	1
1:59 PM	1	1:31 PM	1	3:25 PM	1
2:17 PM	1	1:32 PM	2	3:31 PM	1
2:26 PM	1	1:33 PM	2	4:25 PM	1
2:34 PM	2	1:38 PM	1	4:32 PM	1
2:42 PM	1	2:29 PM	2	4:39 PM	1
2:52 PM	1	3:26 PM	1	4:56 PM	1
2:55 PM	2	3:37 PM	1	5:38 PM	1
2:59 PM	1	4:02 PM	1	5:40 PM	1
3:11 PM	1	4:10 PM	1	5:54 PM	1
3:31 PM	1	4:11 PM	2	5:59 PM	1
3:34 PM	1	4:14 PM	1	6:18 PM	1
3:39 PM	1	4:15 PM	2	6:20 PM	1
3:40 PM	2	4:30 PM	1	6:27 PM	1
4:01 PM	1	4:31 PM	1	6:50 PM	1
4:08 PM	1	4:46 PM	1		
4:19 PM	2	4:51 PM	1		
4:21 PM	2	4:53 PM	2		
4:25 PM	2	4:56 PM	2		
4:32 PM	1	4:57 PM	2		
4:41 PM	1	5:03 PM	1		
4:55 PM	1	5:04 PM	1		
5:08 PM	1	5:09 PM	2		
5:15 PM	1	5:13 PM	1		
5:29 PM	1	5:16 PM	1		
5:31 PM	2	5:31 PM	1		
5:44 PM	1	5:37 PM	1		
5:52 PM	1	5:40 PM	1		
5:54 PM	1	5:48 PM	1		
6:09 PM	1	6:24 PM	1		
6:22 PM	1	6:31 PM	1		
6:30 PM	1	6:38 PM	1		
6:39 PM	2	6:54 PM	1		
6:44 PM	2				



NEW BUILD PROGRAM

July 12, 2017

NWC 10th Ave North Main
& Flamingo Rd
Lake Worth, FL 33461

PID #55471

SITE NAME: Lake Worth Main

Revision Notes

- | | |
|---|-------------|
| 1.add page showing existing pylon to LL | 4/26/17 mlh |
| 2. add the rest of the ext and all int signs | 5/3/17 mlh |
| 3. add NOTE | 5/26/17 mlh |
| 4. add new Elevations, site plan. add awns on West elev | 6/23/17 mlh |
| 5. chgn 1 to CUST 7' OAH, custom Temps sign | 7/12/17 mlh |

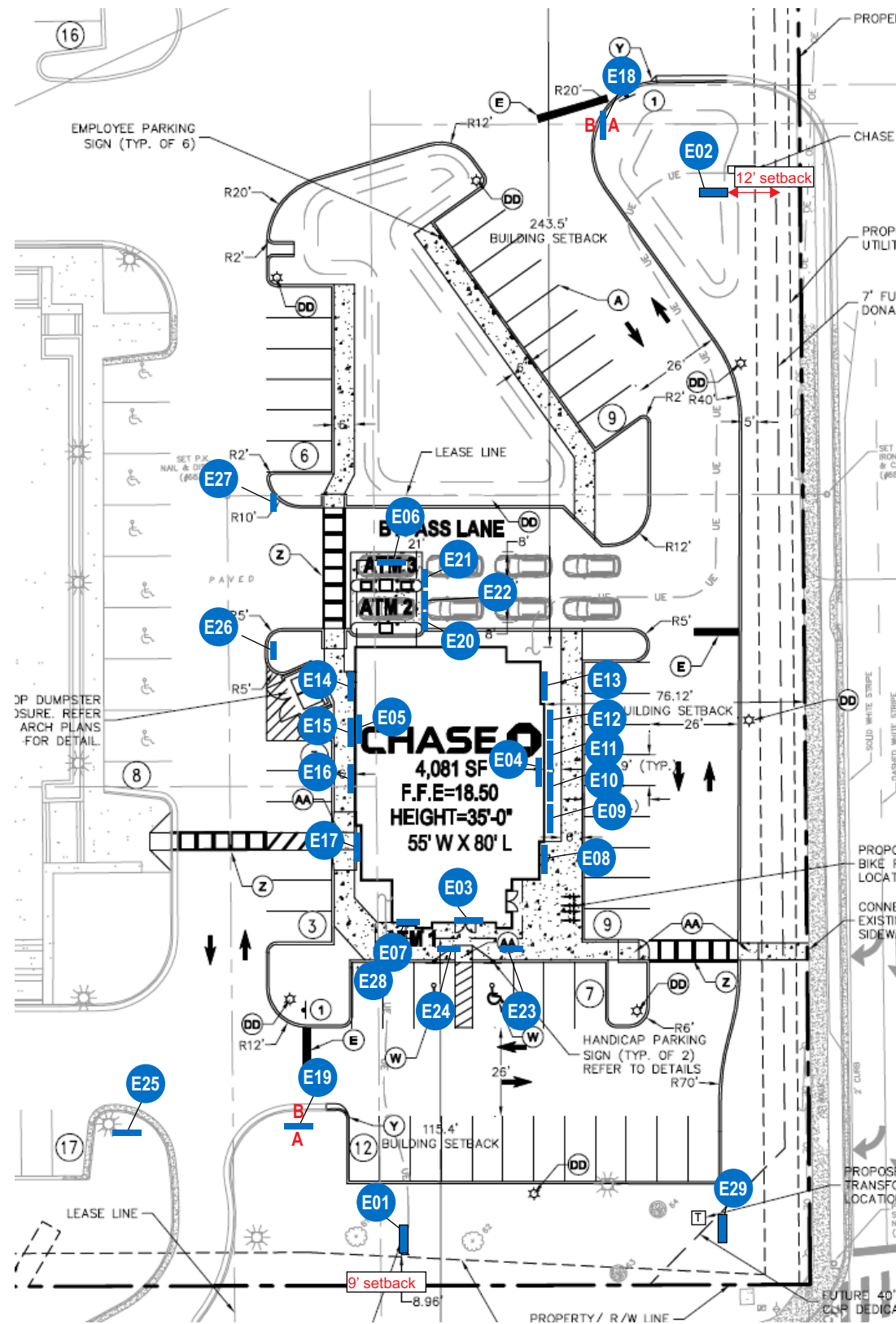


CORPORATE OFFICE: 360 Crider ave Moorestown, NJ 08057 P 856.802.1677 F 856.802.0412

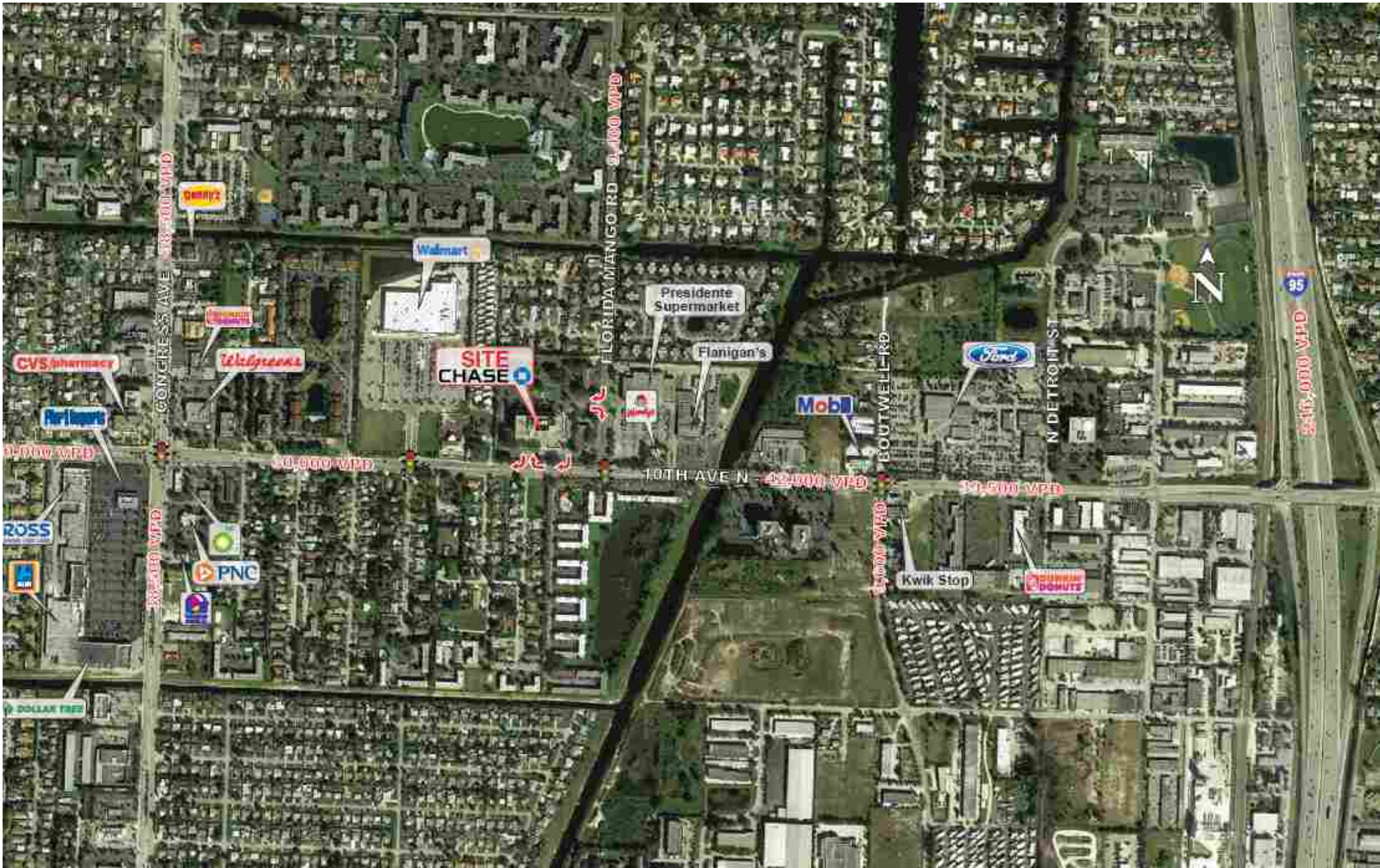
FLORIDA: 9180 Boggy Creek rd Units 7&8 Orlando, FL 32824 - TEXAS: 1170 109th st Grand Prairie, TX 75050

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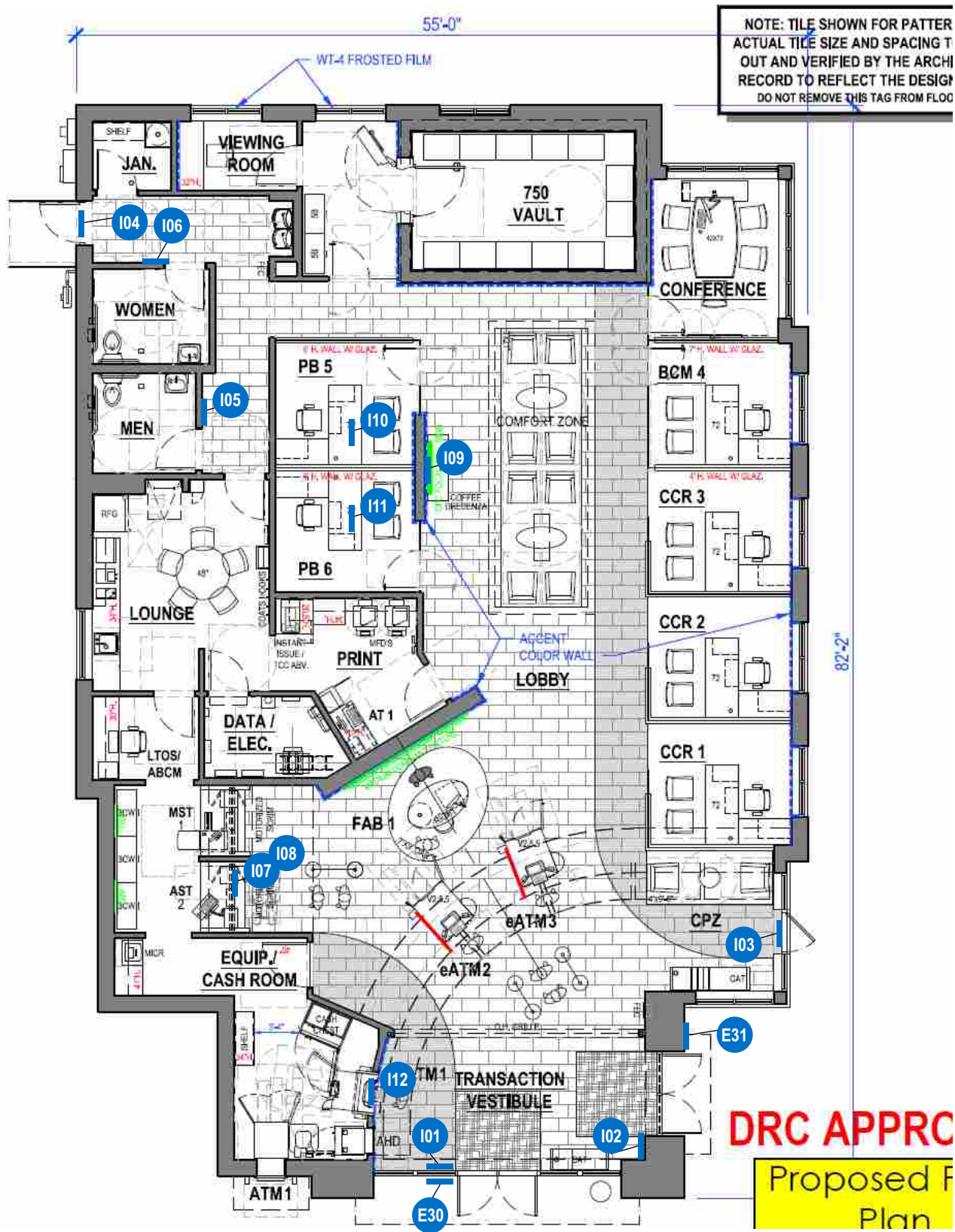
SIGN SCHEDULE			
No	Qty	Item Code	Item Description
E01	1	M-50-CUST	Monument
E02	1	M-50-RE	Monument
E03	1	LIF-WBO-24	Channel Letters - SqFt 36.87
E04	1	LIF-WBO-30	Channel Letters - SqFt 57.61
E05	1	LIF-WBO-30	Channel Letters - SqFt 57.61
E06	1	LIF-WBO-24	Channel Letters - SqFt 36.87
E07	1	AWN-ATM-M-D-S	ATM Awning
E08	1	AWN-WU-M-NI	Awning
E09	1	AWN-WU-M-NI	Awning
E10	1	AWN-WU-M-NI	Awning
E11	1	AWN-WU-M-NI	Awning
E12	1	AWN-WU-M-NI	Awning
E13	1	AWN-WU-M-NI	Awning
E14	1	AWN-WU-M-NI	Awning
E15	1	AWN-WU-M-NI	Awning
E16	1	AWN-WU-M-NI	Awning
E17	1	AWN-WU-M-NI	Awning
E18	1	D-2-RE	Directional
E19	1	D-2-RE	Directional
E20	1	DU-C-AG	ATM Lane Sign
E21	1	DU-C-AG	ATM Lane Sign
E22	1	TC-CL-W	Clearance Sign
E23	1	TC-P-ADA-FL-RE	Handicap Parking Sign
E24	1	TC-P-ADA-V-FL-RE	Handicap Parking (Van)
E25	1	DOT-RTO-P	Right Turn Only
E26	1	DOT-DNE-P	Do Not Enter Sign
E27	1	DOT-DNE-P	Do Not Enter Sign
E28	1	SUR-TTW-U-4-TP	ATM Surround
E29	1	PPTTEMP-CUST	Coming Soon Sign



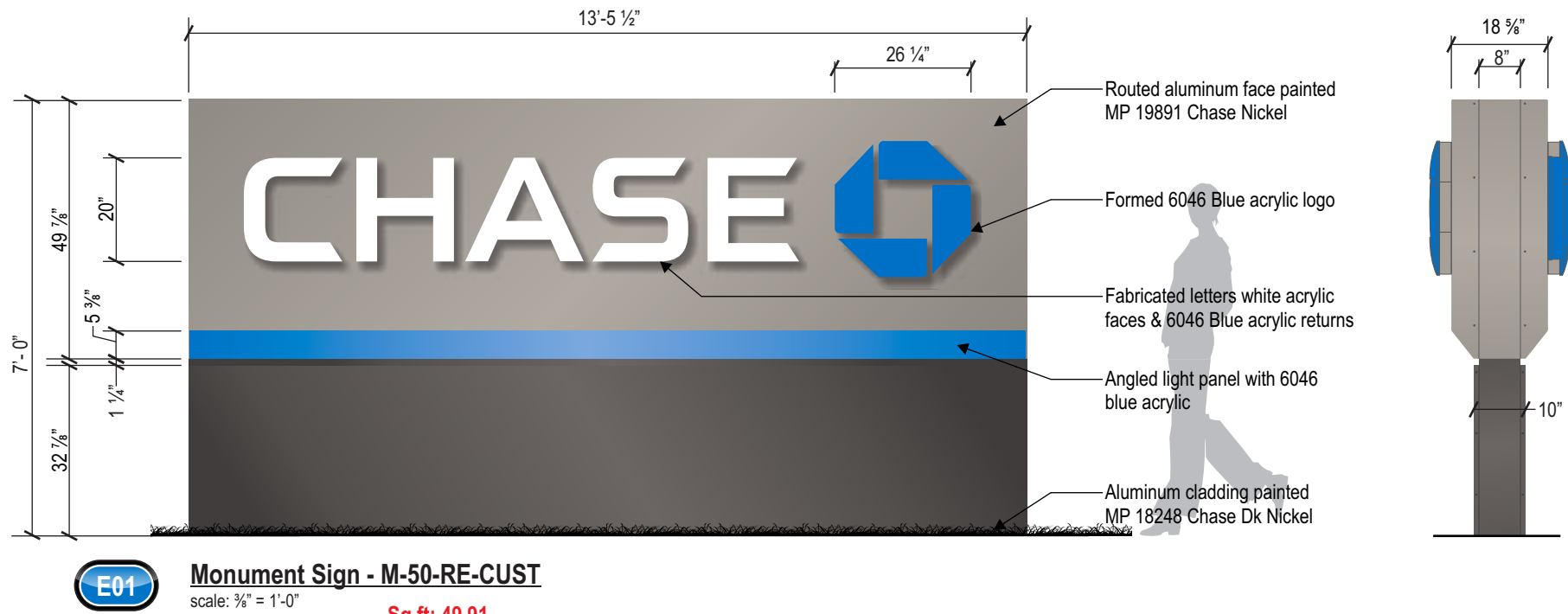
CLIENT NAME	ADDRESS	SITE	PAGE NUMBER	DRAWING NUMBER
CHASE	NWC 10th ave North & Flamingo rd Lake Worth, TX 33461	55471	3	17-62908-05

CORPORATE OFFICE: 360 CRIDER AVE MOORESTOWN, NJ 08057 P-856.802.1677 F-856.802.0412 FLORIDA: 9180 Boggy Creek rd Units 7&8 Orlando, FL 32824 - TEXAS: 1170 109th st Grand Prairie, TX 75050

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SIGN SCHEDULE			
No	Qty	Item Code	Item Description
E30	1	ADA-EP	ADA Entrance Panel
E31	1	ADA-EP	ADA Entrance Panel
I01	1	ADA-EX	ADA Exit Panel
I02	1	ADA-EX	ADA Exit Panel
I03	1	ADA-EEX	Emergency Exit Sign
I04	1	ADA-EEX	Emergency Exit Sign
I05	1	ADA-RRM-A-G	Men's Room Sign
I06	1	ADA-RRW-A-G	Women's Room Sign
I07	1	ADA-TW	ADA Teller Window
I08	1	ADA-TW-ALS	ADA Listening System
I09	1	CPC-BFW-48-RE-NI	Brand Focal Wall-Cherry
I10	1	CPC-TTS-10-RE	CPC Table Top Sign
I11	1	CPC-TTS-10-RE	CPC Table Top Sign
I12	1	SUR-TTW-U-4-TP	ATM Surround

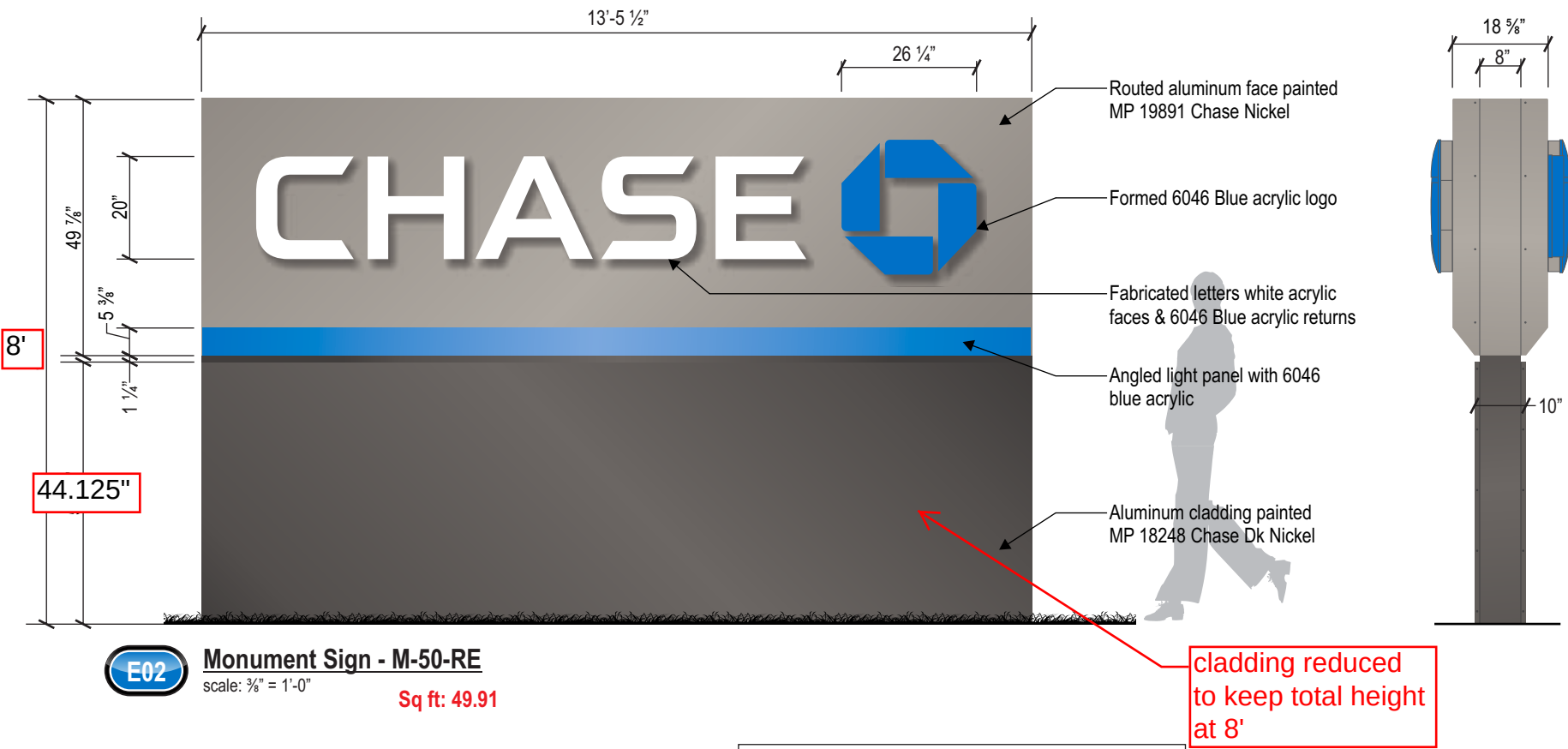


7'-0" OAH Required by city

FABRICATION NOTE(S):

UL LABELS ARE TO BE PLACED ON THE SIDE OF THE SIGN, SO THEY ARE VISIBLE TO CITY INSPECTORS.

SIGN TO BE FAB'D TO MATCH LINK SPEC. DRAWING: B244659 (M-50-RE-MONUMENT). FOUNDATION TO MATCH AUGURED OPTION.



E02 Monument Sign - M-50-RE
scale: 3/8" = 1'-0"
Sq ft: 49.91

FABRICATION NOTE(S):

UL LABELS ARE TO BE PLACED ON THE SIDE OF THE SIGN, SO THEY ARE VISIBLE TO CITY INSPECTORS.

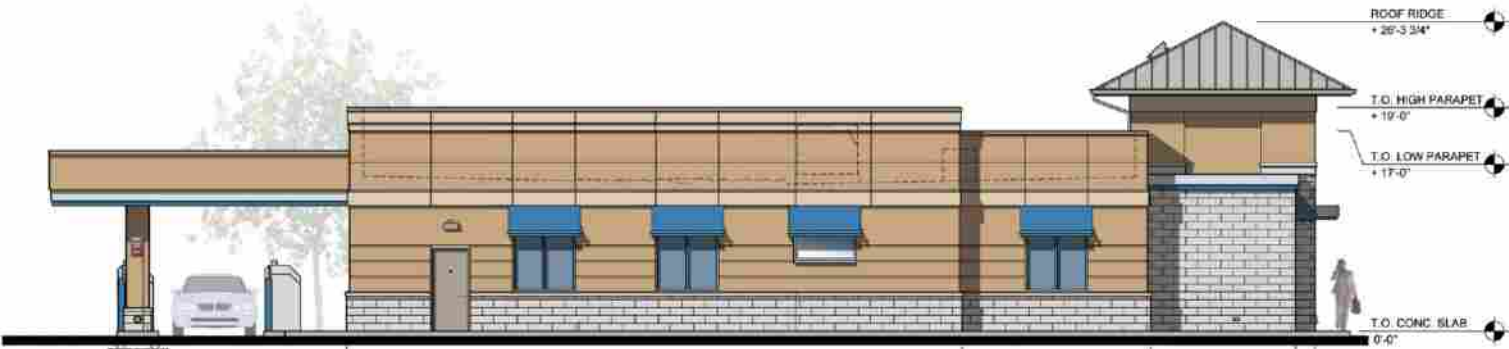
SIGN TO BE FAB'D TO MATCH LINK SPEC. DRAWING: B244659 (M-50-RE-MONUMENT). FOUNDATION TO MATCH AUGURED OPTION.



South Elevation
Scale: 1/16" = 1'-0"



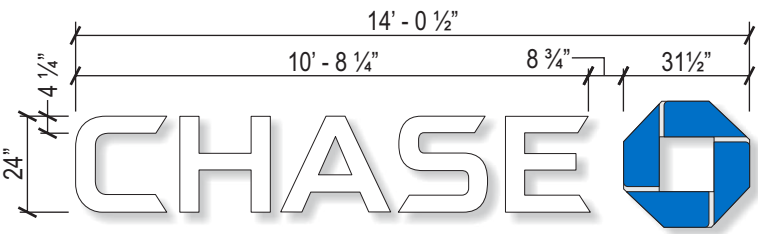
East Elevation
Scale: 1/16" = 1'-0"



West Elevation
Scale: 1/16" = 1'-0"

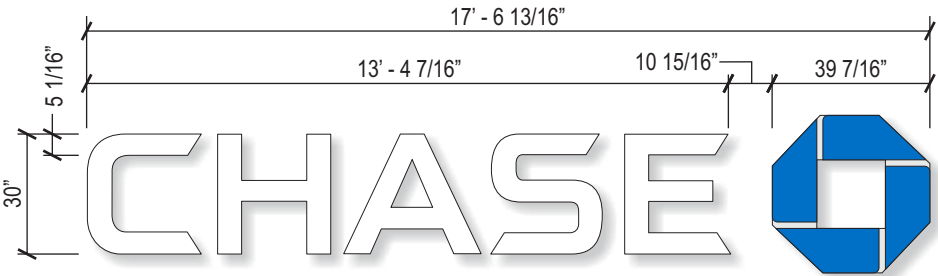


North Elevation
Scale: 1/16" = 1'-0"



E03 Channel Letters - LIF-WBO-24
scale: 1/4" = 1'-0"
SQ FT = 36.87

Octagon bridge to be painted SW6108 Latte



E04 Channel Letters - LIF-WBO-30
scale: 1/4" = 1'-0"
Sq ft: 57.61

Octagon bridge to be painted SW6108 Latte



South Elevation
Scale: 1/16" = 1'-0"



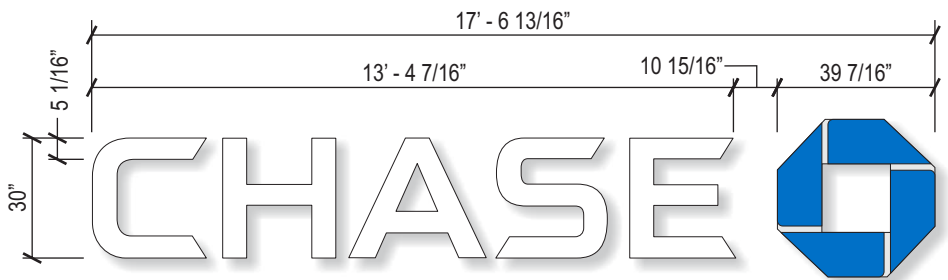
East Elevation
Scale: 1/16" = 1'-0"



West Elevation
Scale: 1/16" = 1'-0"

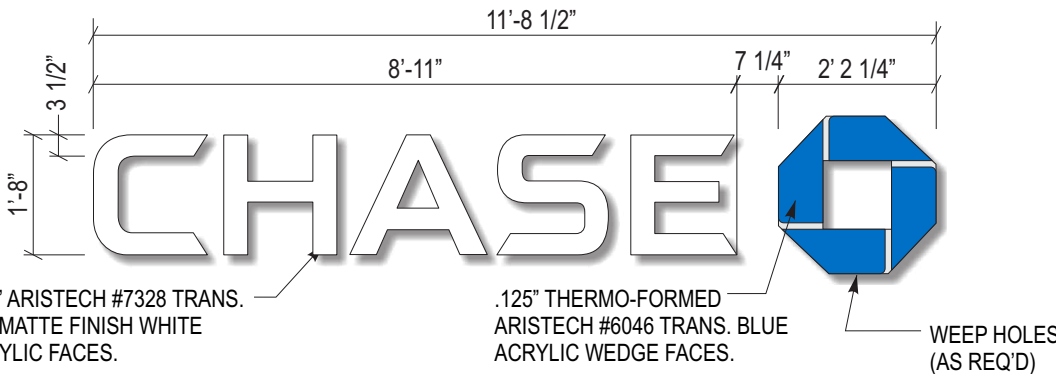


North Elevation
Scale: 1/16" = 1'-0"



E05 Channel Letters - LIF-WBO-30
scale: 1/4" = 1'-0" **Sq ft: 57.61**

Octagon bridge to be painted SW6108 Latte



E06 CHANNEL LETTERS - LIF-WBO-20 - ELEVATION
SCALE: 3/8" = 1'-0" **SQ FT = 25.61**

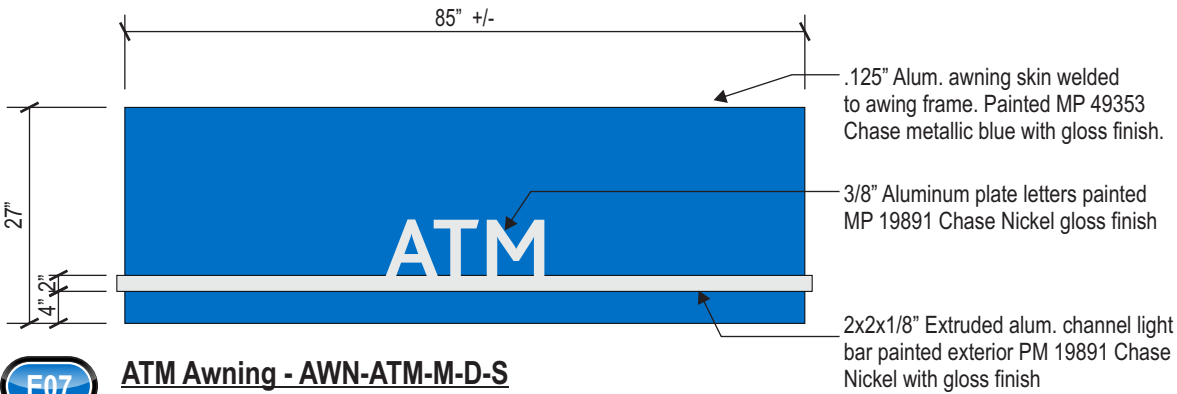
Octagon bridge to be painted SW6108 Latte

Painted EIFS SW7036 Accessible Beige	Painted EIFS SW6108 Latte
SW7045 Intellectual Gray	Spandrel Glass (or) Shading Film
Reynobond Duragloss 5000 Silver	Berridge Metal Roof Zinc-Cote
ACM Panel Reynobond "Blue"	Harvey Cement Savanna Stone Limestone

Additional Approval Required

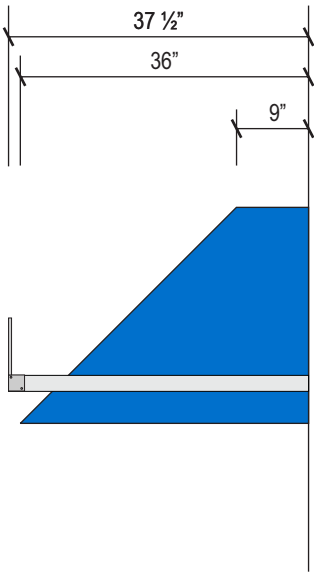


South Elevation
Scale: 1/16" = 1'-0"



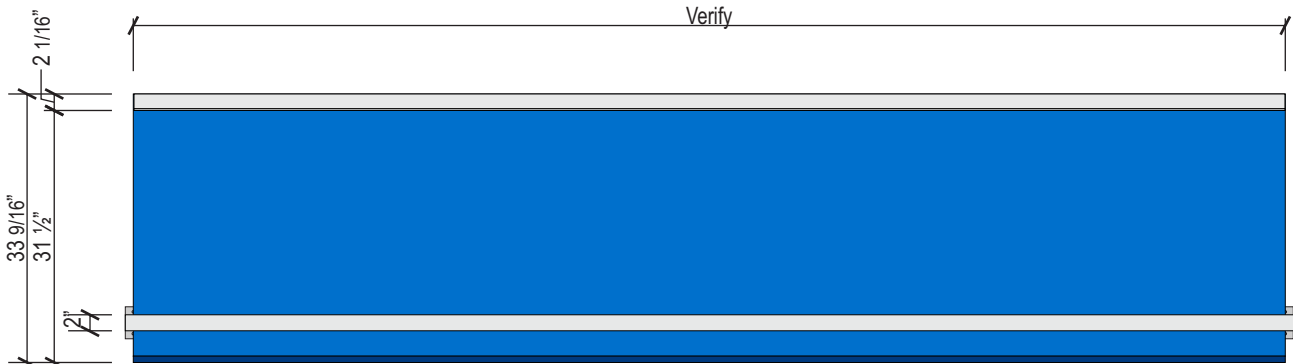
ATM Awning - AWN-ATM-M-D-S
scale: 1/2" = 1'-0"
Copy Sq ft = 1

Survey needed for exact size
Prior to fabrication

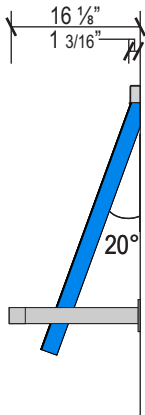
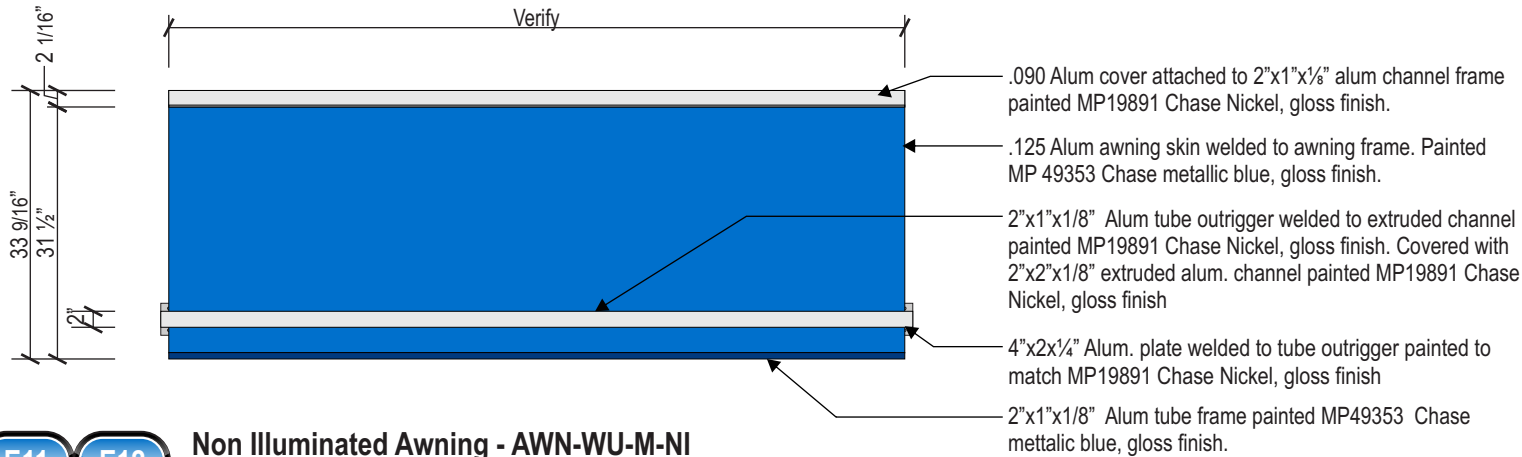




East Elevation
Scale: 1/16" = 1'-0"

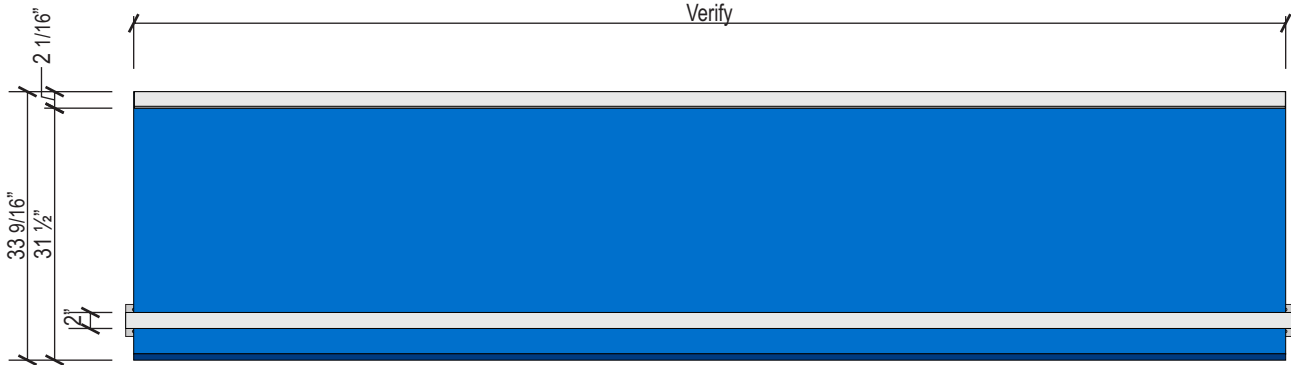


E08 **Non Illuminated Awning - AWN-WU-M-NI**
scale: 1/2" = 1'-0"



Side View

E09 E10 E11 E12 **Non Illuminated Awning - AWN-WU-M-NI**
scale: 1/2" = 1'-0"



E13 **Non Illuminated Awning - AWN-WU-M-NI**
scale: 1/2" = 1'-0"

CLIENT NAME

CHASE

ADDRESS

NWC 10th ave North & Flamingo rd Lake Worth, TX 33461

SITE

55471

PAGE NUMBER

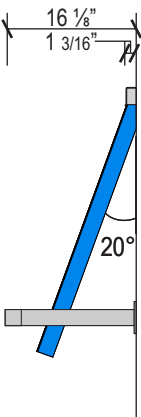
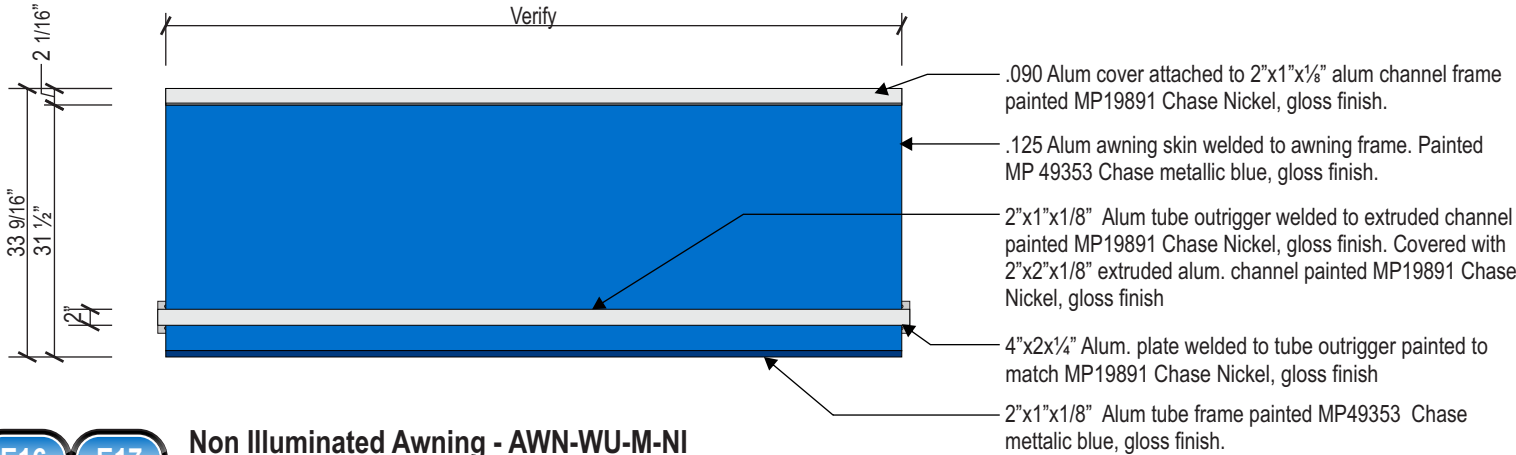
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DRAWING NUMBER

17-62908-05



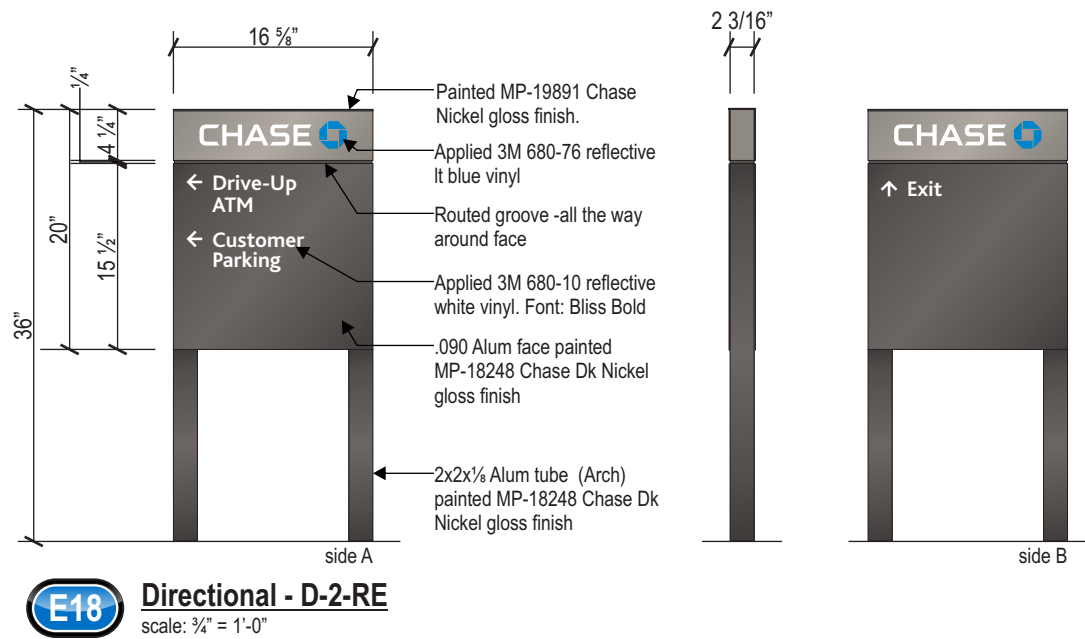
West Elevation
Scale: 1/16" = 1'-0"



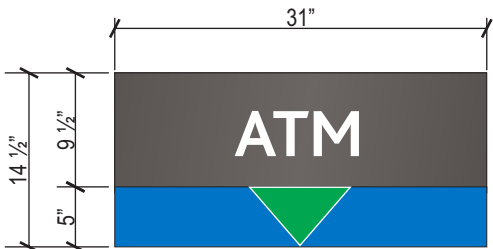
Side View



Non Illuminated Awning - Awn-WU-M-NI
scale: 1/2" = 1'-0"



East Elevation
Scale: 1/16" = 1'-0"

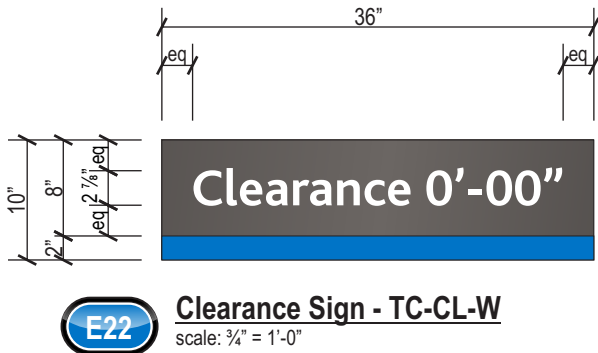


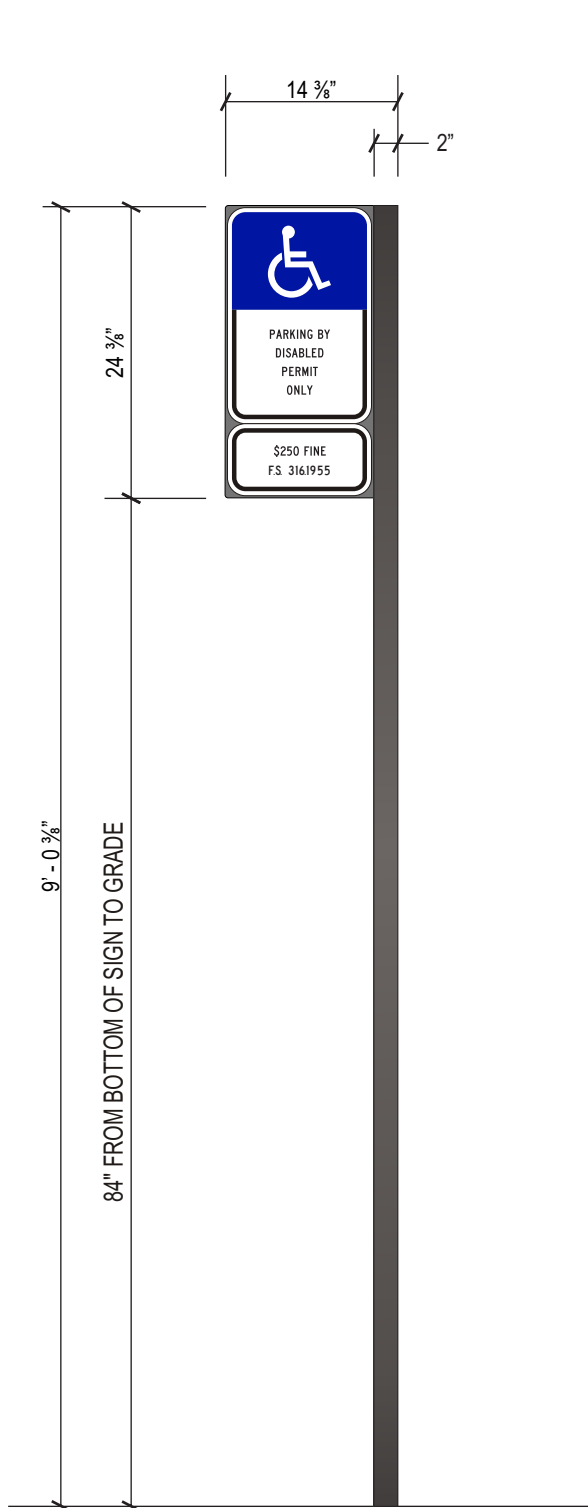
E20 E21 ATM Lane Designator - DU-C-AG
scale: 3/4" = 1'-0"

Illumination Guidelines:
White copy- ATM Business, Drive-Up, Night Drop & Exit)
Illuminates 24 Hrs a day - 7 days a week.

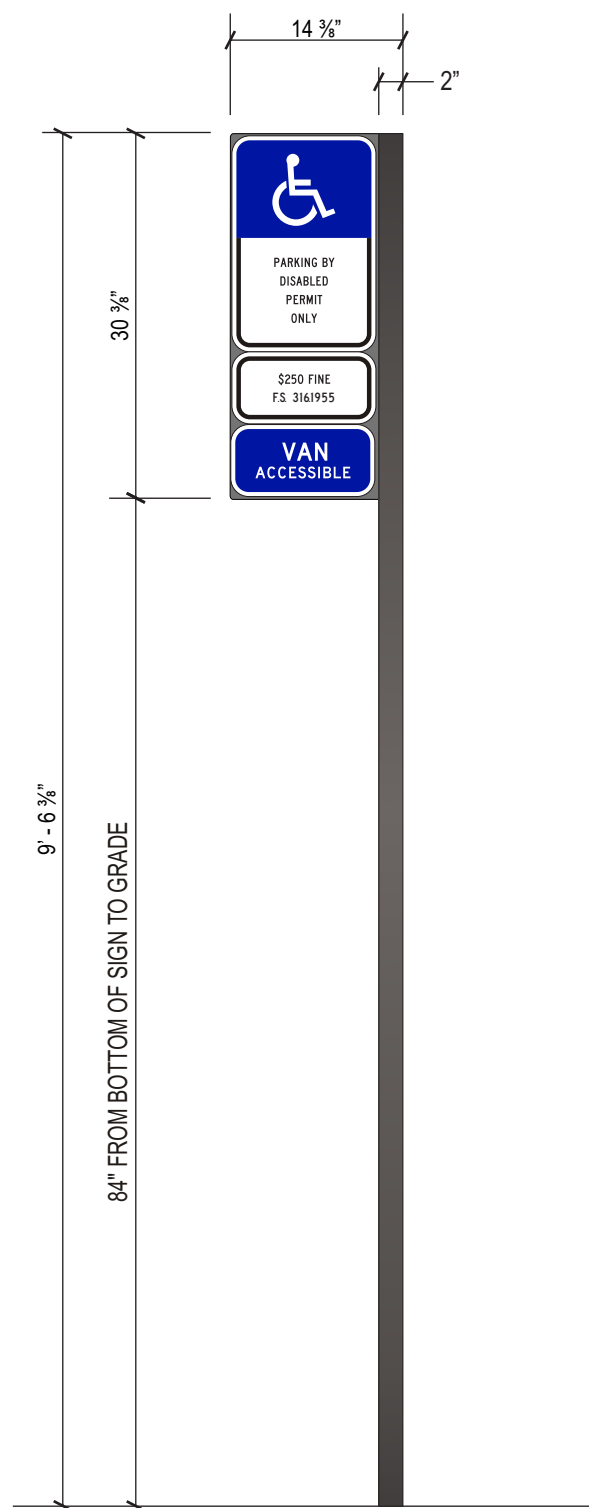
Arrow-(ATM, business & Drive-Up) Illuminates 24 Hrs - 5 Days a week

Arrow-(Night Drop & Exit) Does not illuminate.

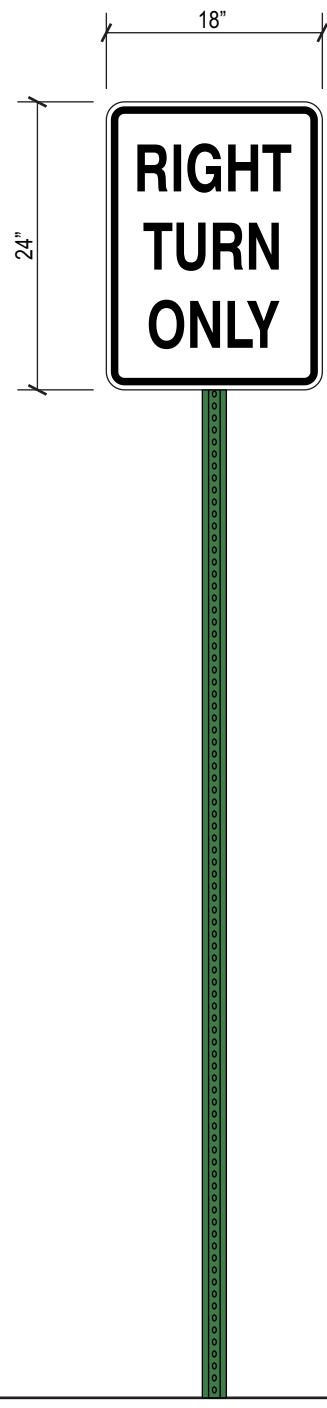




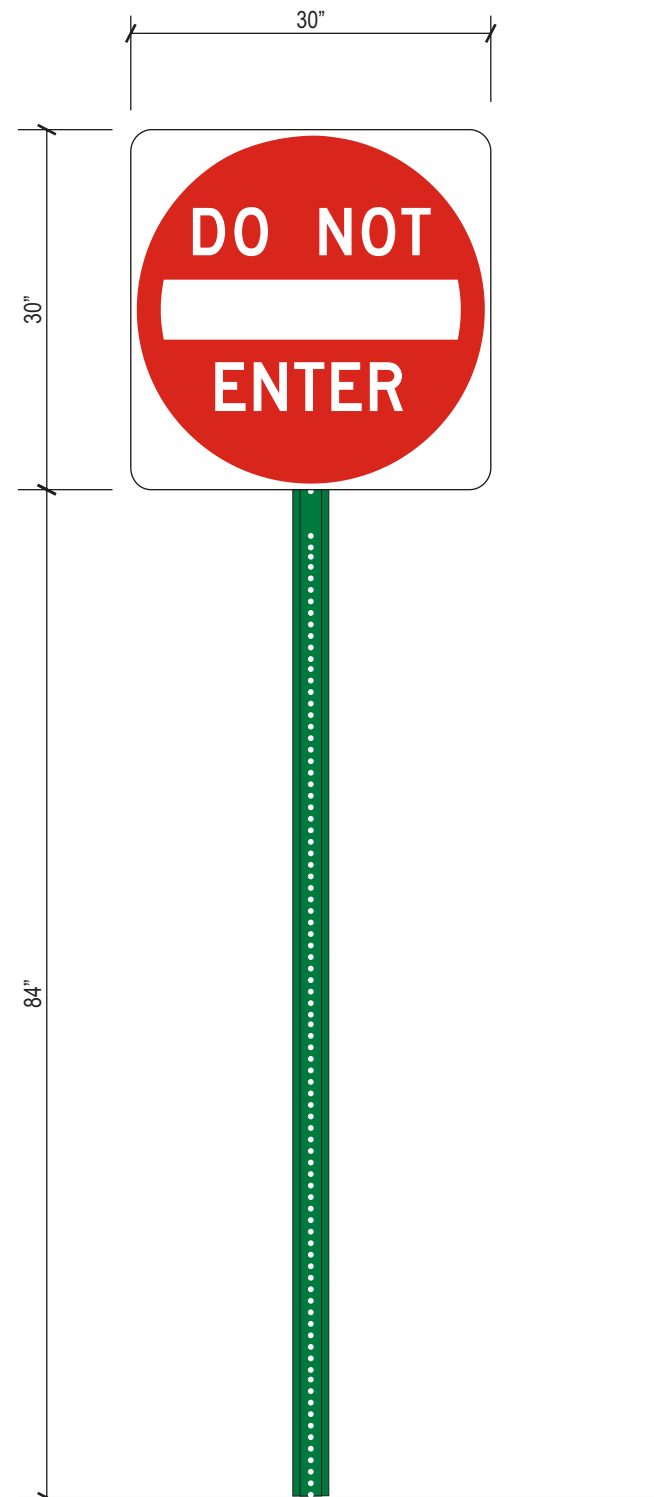
E23 Handicap Parking Sign - TC-P-ADA-FL-RE
scale: 3/4" = 1'-0"



E24 Handicap Parking Sign - TC-P-ADA-V-FL-RE
scale: 3/4" = 1'-0"



E25 Right Turn Only Sign - DOT-RTO-P
scale: 3/4" = 1'-0"



E26 **E27** DOT Do Not Enter Sign - DOT-DNE-P
scale: 3/4" = 1'-0"

CLIENT NAME

CHASE

ADDRESS

NWC 10th ave North & Flamingo rd Lake Worth, TX 33461

SITE

55471

PAGE NUMBER

13

DRAWING NUMBER

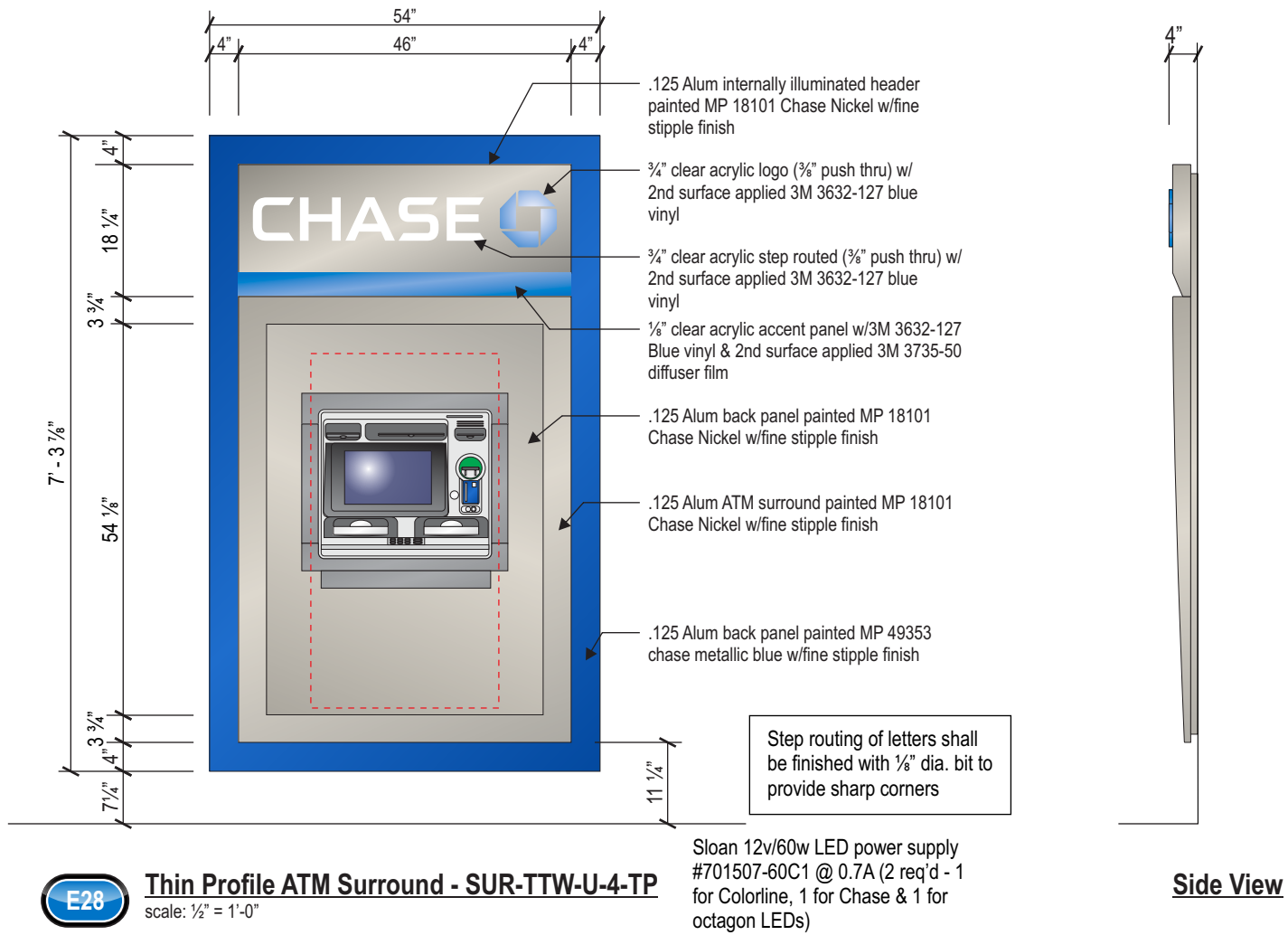
17-62908-05

CORPORATE OFFICE: 360 CRIDER AVE MOORESTOWN, NJ 08057 P-856.802.1677 F-856.802.0412 **FLORIDA:** 9180 Boggy Creek rd Units 7&8 Orlando, FL 32824 - **TEXAS:** 1170 109th st Grand Prairie, TX 75050

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South Elevation
Scale: 1/16" = 1'-0"



CLIENT NAME

CHASE

ADDRESS

NWC 10th ave North & Flamingo rd Lake Worth, TX 33461

SITE

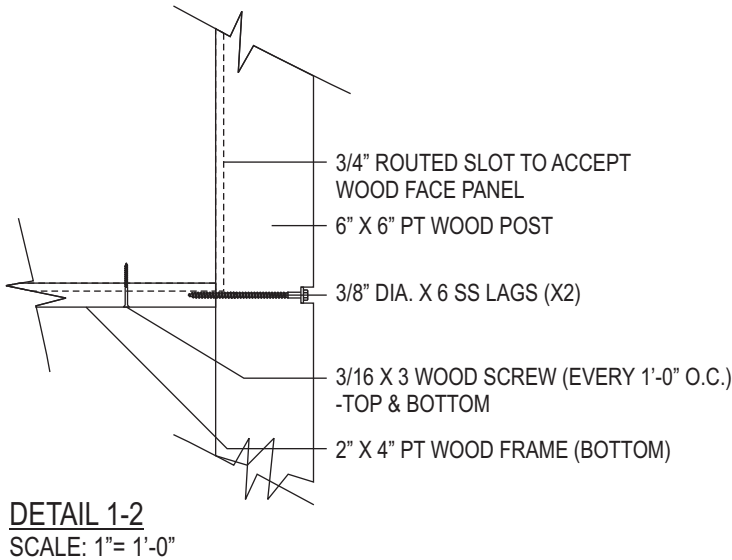
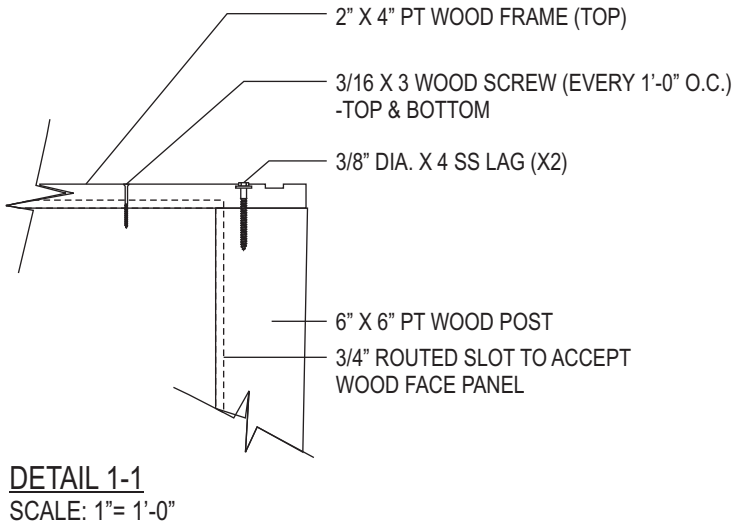
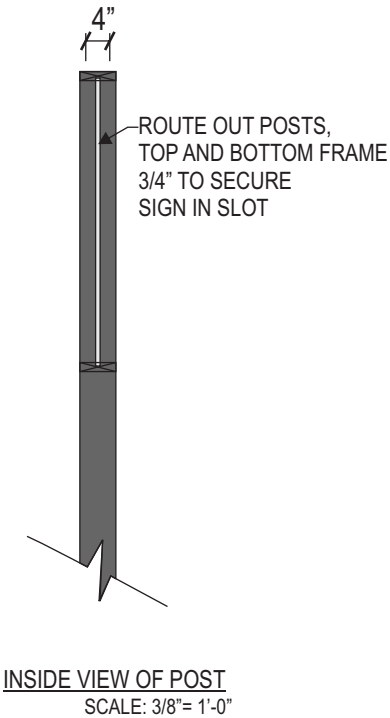
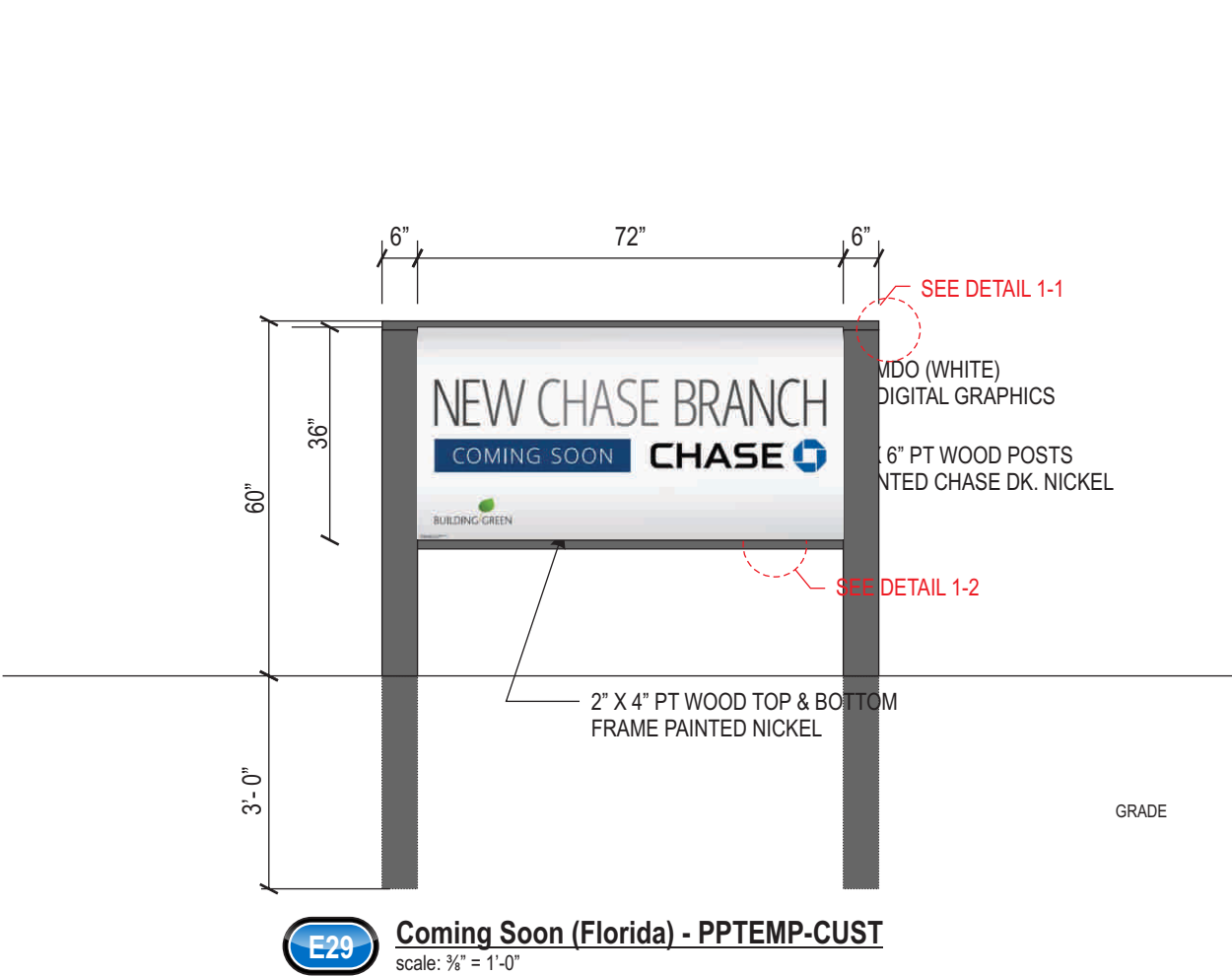
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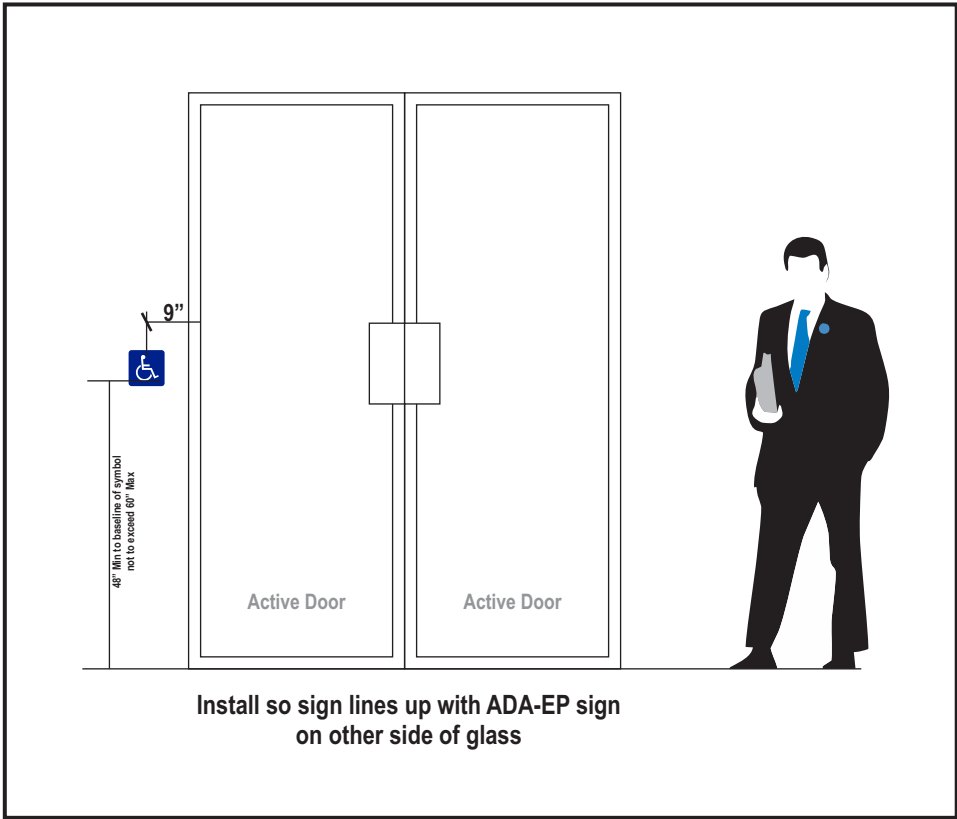
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14

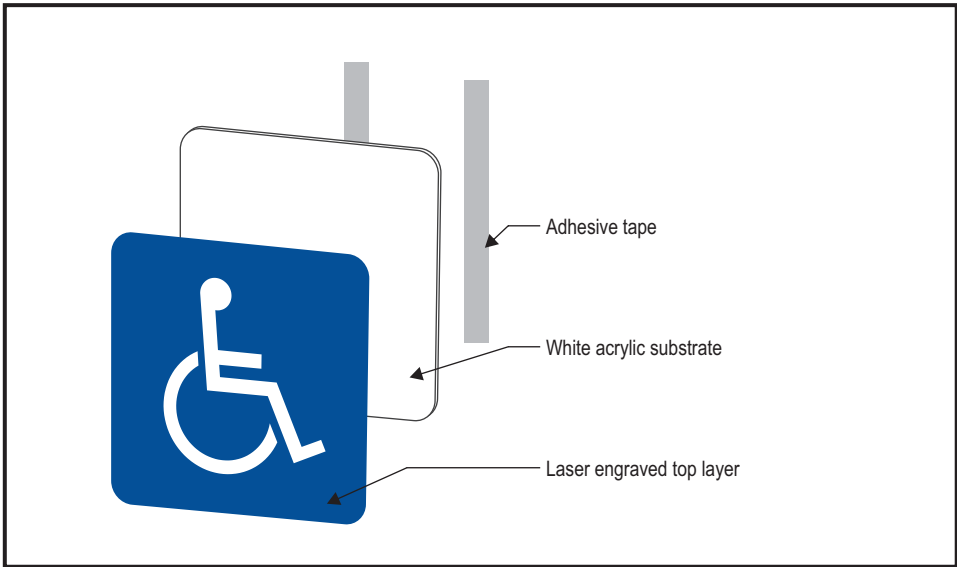
DRAWING NUMBER

17-62908-05





Installation Detail - NTS



Construction Detail - NTS

E30

E31

Accessible Building Entrance - ADA-EP

scale: 3" = 1'-0"

Size: 6"x6"
Color: White on blue
SKU: NHE-1_WHITE_ON_BLUE
Order From: Compliance Signs

CLIENT NAME

CHASE

ADDRESS

NWC 10th ave North & Flamingo rd Lake Worth, TX 33461

SITE

55471

PAGE NUMBER

16

DRAWING NUMBER

17-62908-05

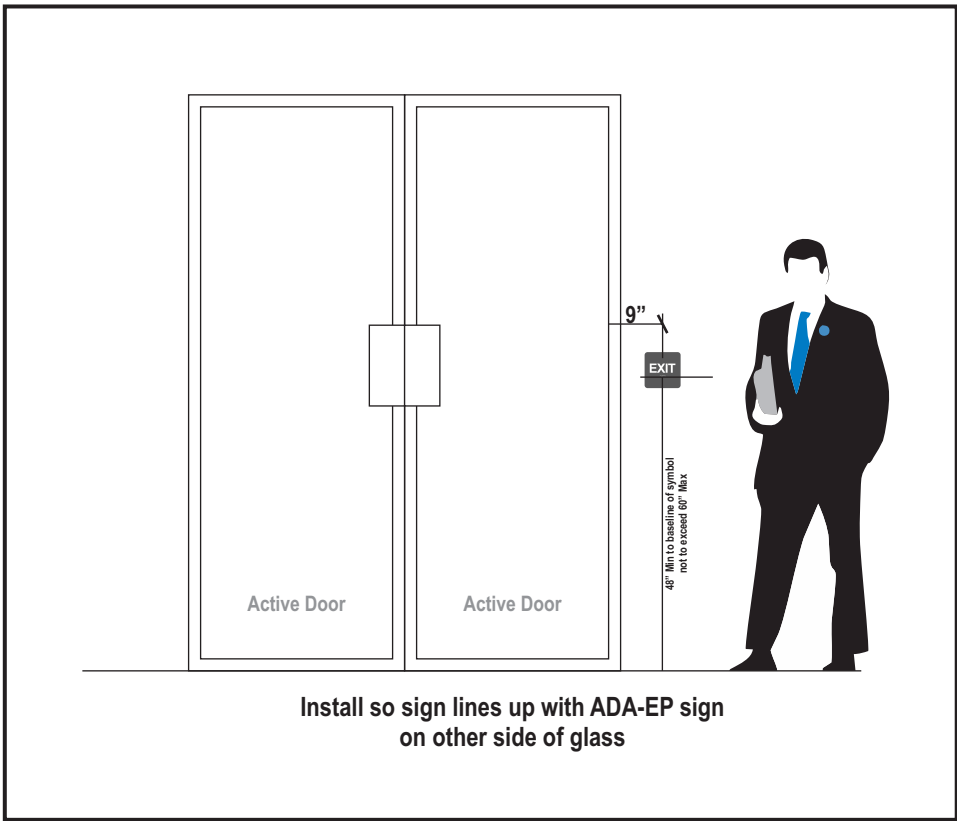


I01

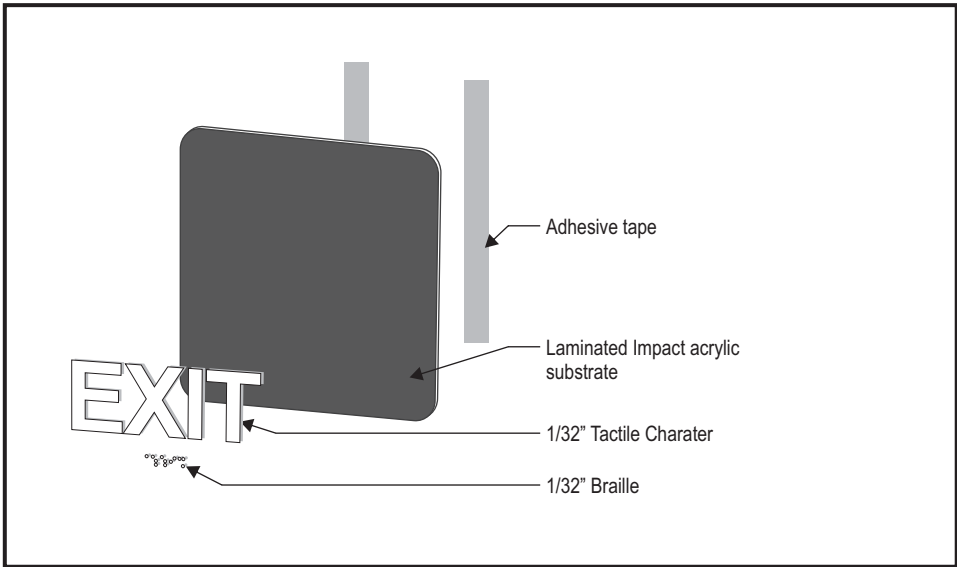
I02

Exit Door Sign - ADA-EX
scale: 3" = 1'-0"

Size: 6"x6"
Color: White on charcoal gray
SKU: RRE-655-66_WHITE_ON_CHARCOALGRAY
Order From: Compliance Signs



Installation Detail - NTS



Construction Detail - NTS

CLIENT NAME

CHASE

ADDRESS

NWC 10th ave North & Flamingo rd Lake Worth, TX 33461

SITE

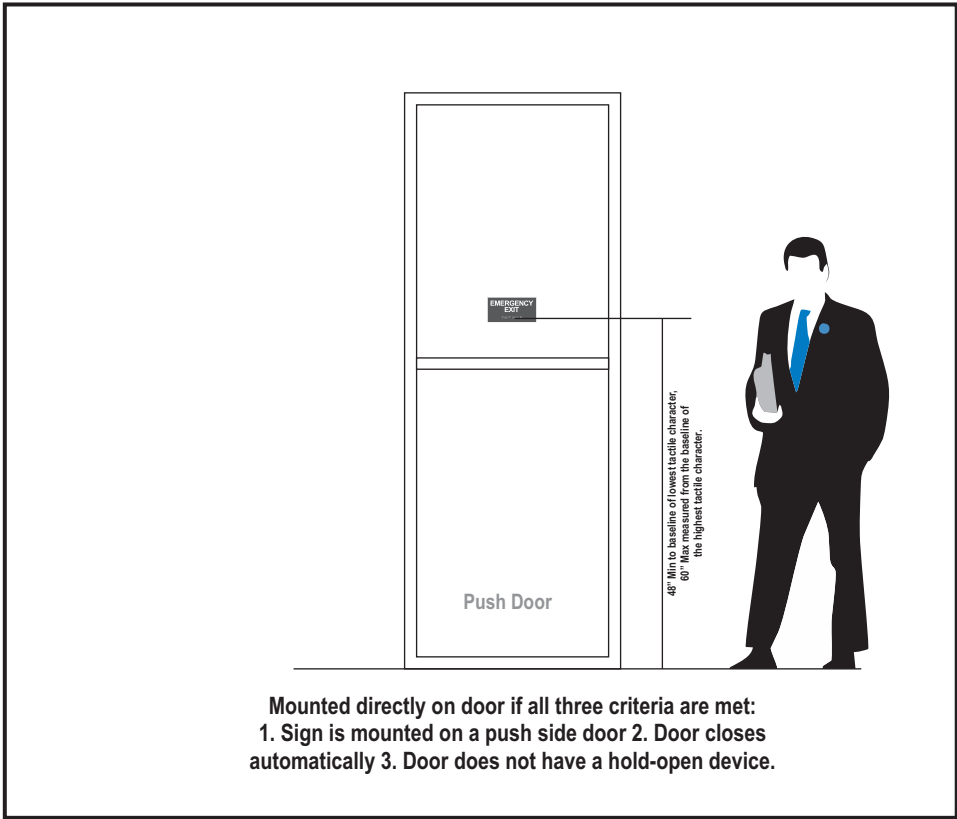
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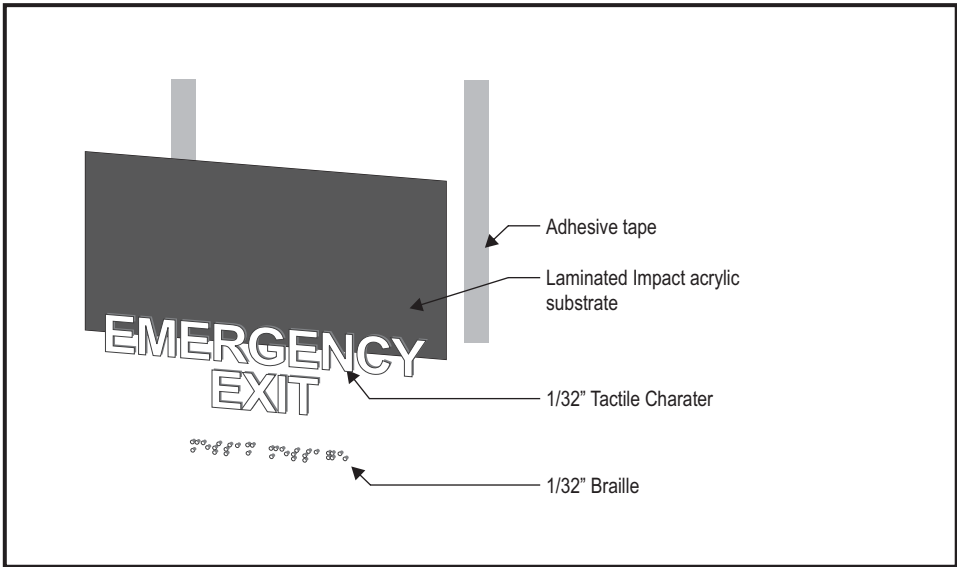
17

DRAWING NUMBER

17-62908-05



Installation Detail - NTS



Construction Detail - NTS

I03 I04 **Permanent Room ID - ADA-EEX**
scale: 3" = 1'-0"

Size: 8"x4"
Color: White on charcoal gray
SKU: Varies depending on message
Order From: Compliance Signs



105

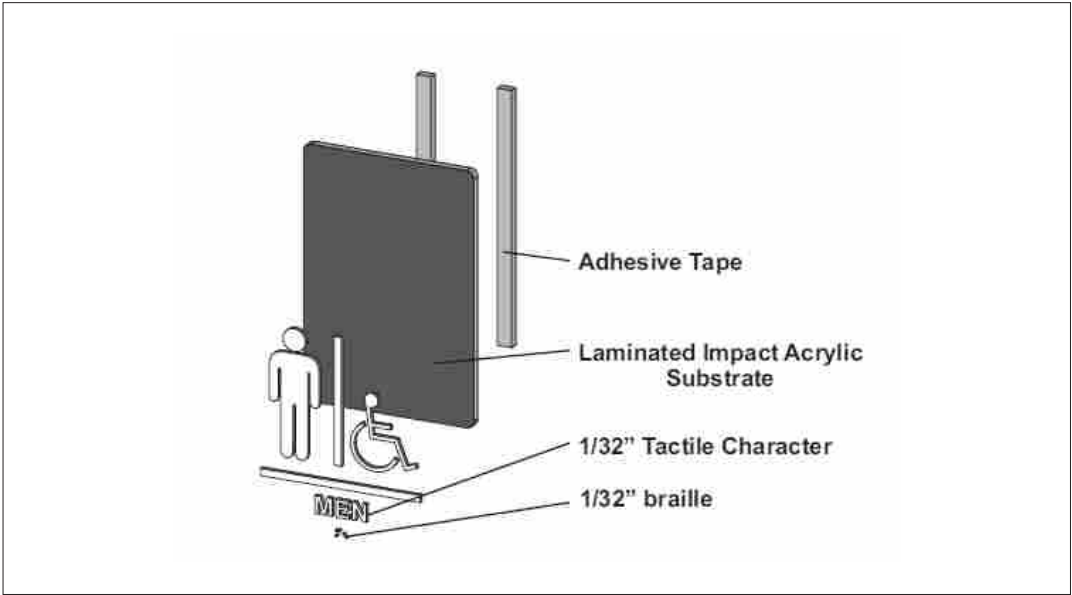
ADA Men's Restroom Sign - ADA-RRM-A-G

scale: 3" = 1'-0"

Size: 6"x9"
Color: White on charcoal gray
SKU: RRE-150_WHITE_ON_CHARCOALGRAY
Order From: Compliance Signs



INSTALLATION DETAIL
SCALE: NTS



CONSTRUCTION DETAIL
SCALE: NTS

CLIENT NAME

CHASE

ADDRESS

NWC 10th ave North & Flamingo rd Lake Worth, TX 33461

SITE

55471

PAGE NUMBER

19

DRAWING NUMBER

17-62908-05

CORPORATE OFFICE: 360 CRIDER AVE MOORESTOWN, NJ 08057 P-856.802.1677 F-856.802.0412 **FLORIDA:** 9180 Boggy Creek rd Units 7&8 Orlando, FL 32824 - **TEXAS:** 1170 109th st Grand Prairie, TX 75050

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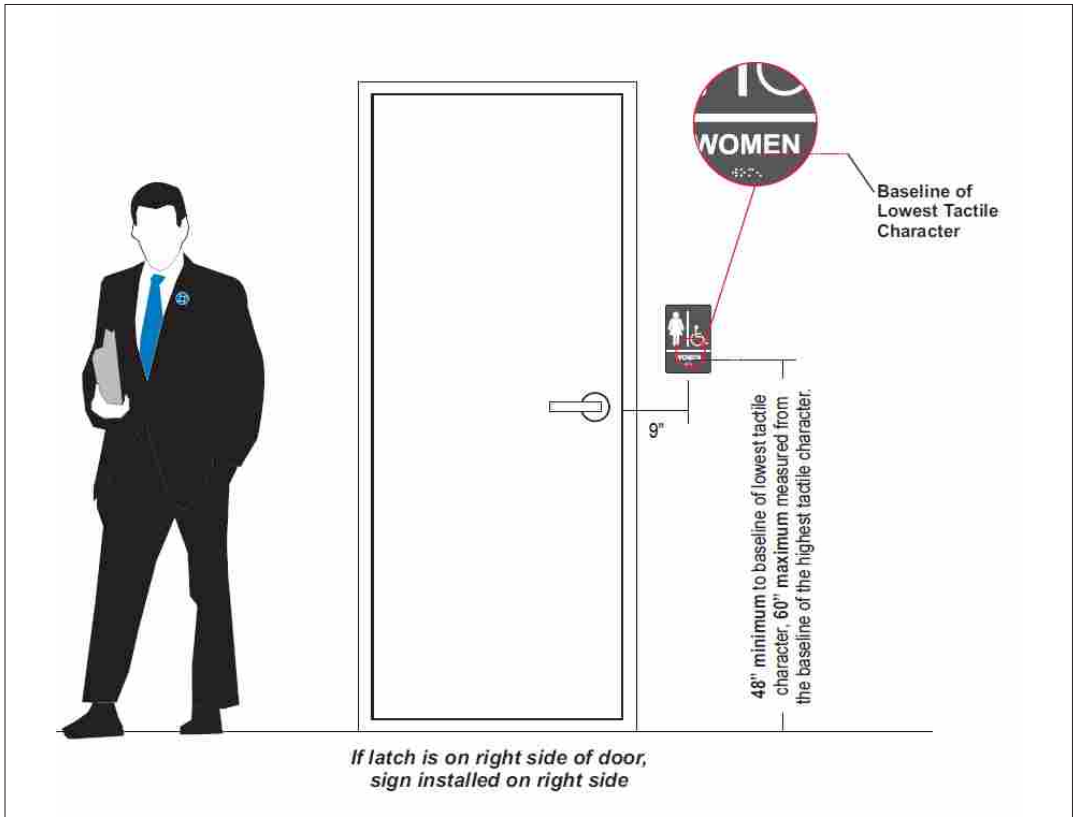


106

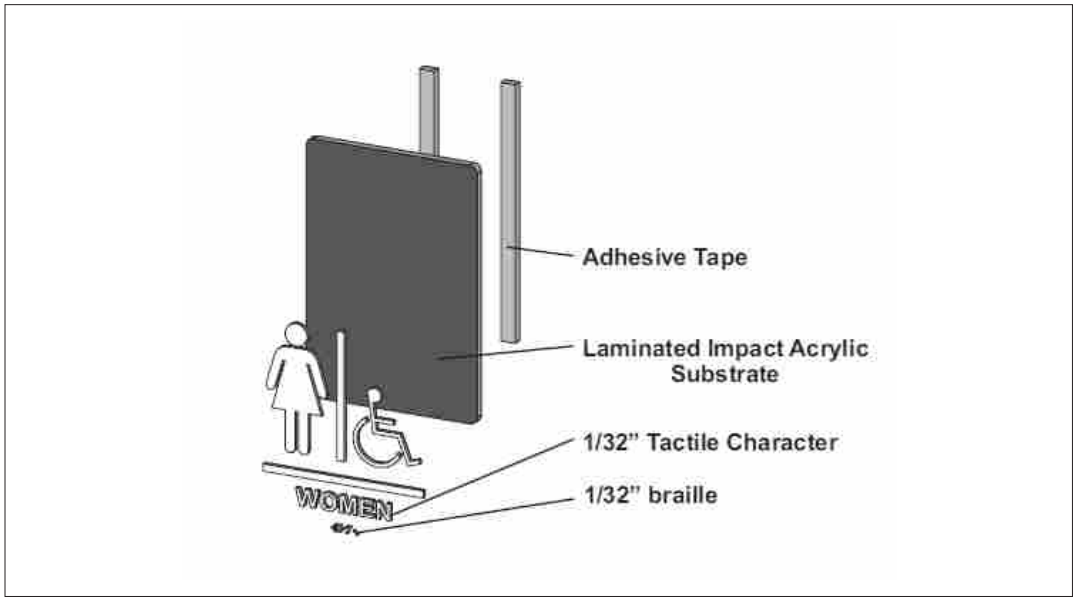
ADA Women's Restroom Sign - ADA-RRW-A-G

scale: 3" = 1'-0"

Size: 6"x9"
Color: White on charcoal gray
SKU: RRE-130_WHITE_ON_CHARCOALGRAY
Order From: Compliance Signs



INSTALLATION DETAIL
SCALE: NTS



CONSTRUCTION DETAIL
SCALE: NTS

CLIENT NAME

CHASE

ADDRESS

NWC 10th ave North & Flamingo rd Lake Worth, TX 33461

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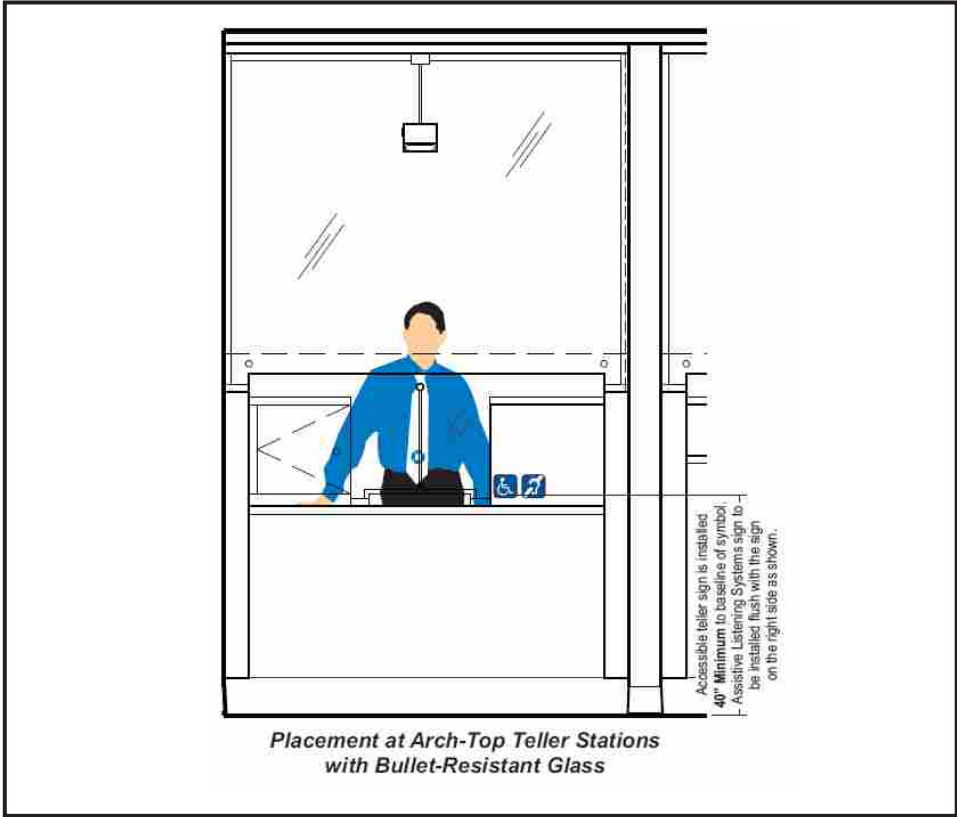
DRAWING NUMBER

17-62908-05



I07 Accessible Teller Window - ADA-TW
scale: 3" = 1'-0"

Size: 4"x4"
Color: White on blue
SKU: NHE-1-44_Custom_WHITE_ON_BLUE
Order From: Compliance Signs

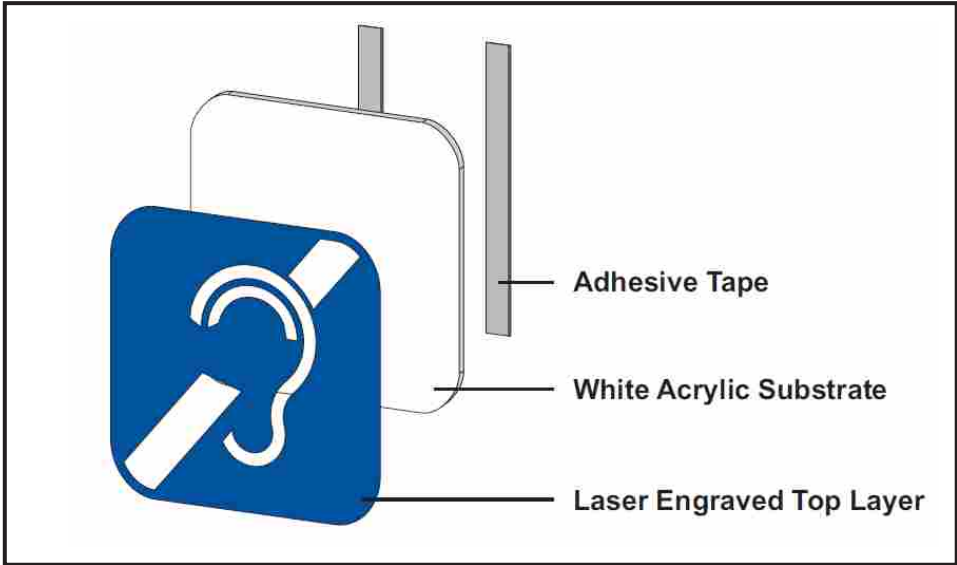


Installation Detail - NTS



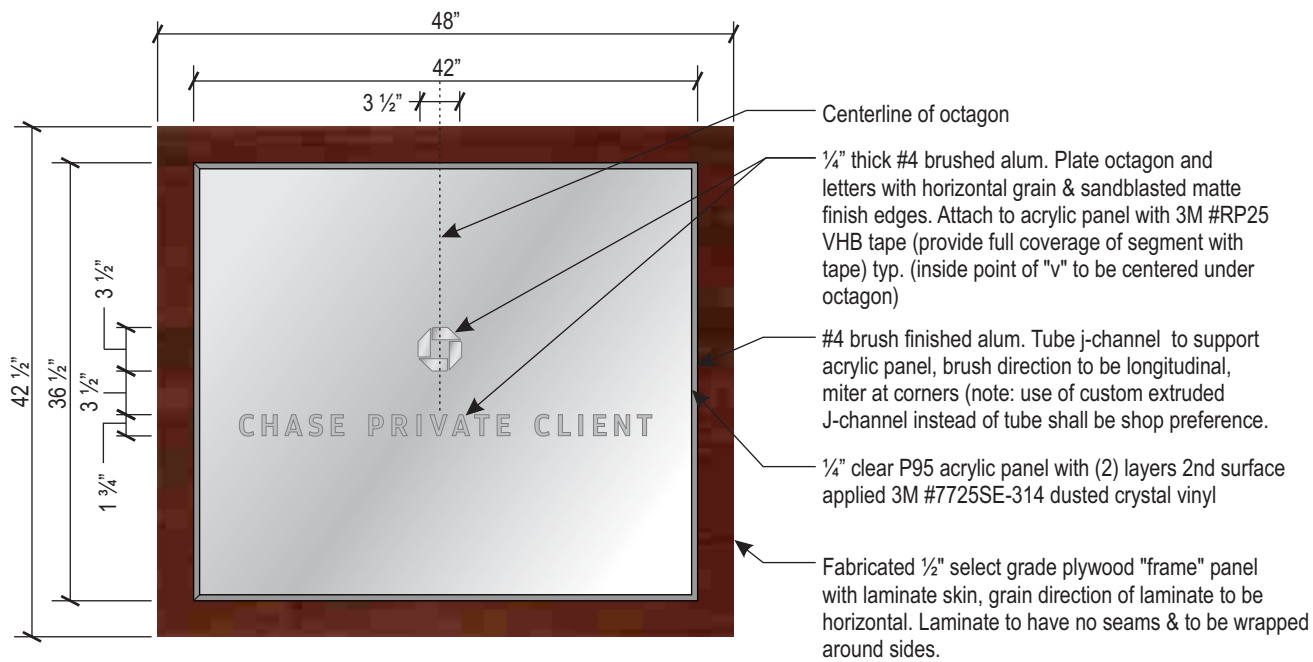
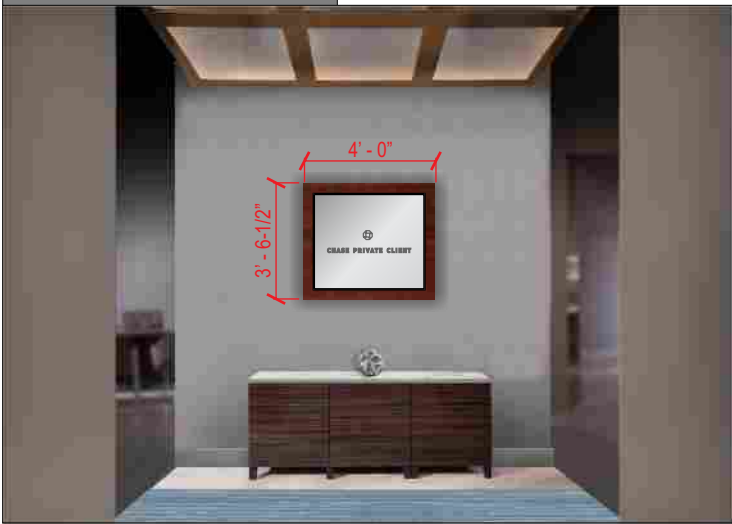
I08 Accessible Teller Window w/Listening System - ADA-TW-ALS
scale: 3" = 1'-0"

Size: 4"x4"
Color: White on blue
SKU: NHE-28042-44-Custom_White_on_Blue
Order From: Compliance Signs



Construction Detail - NTS

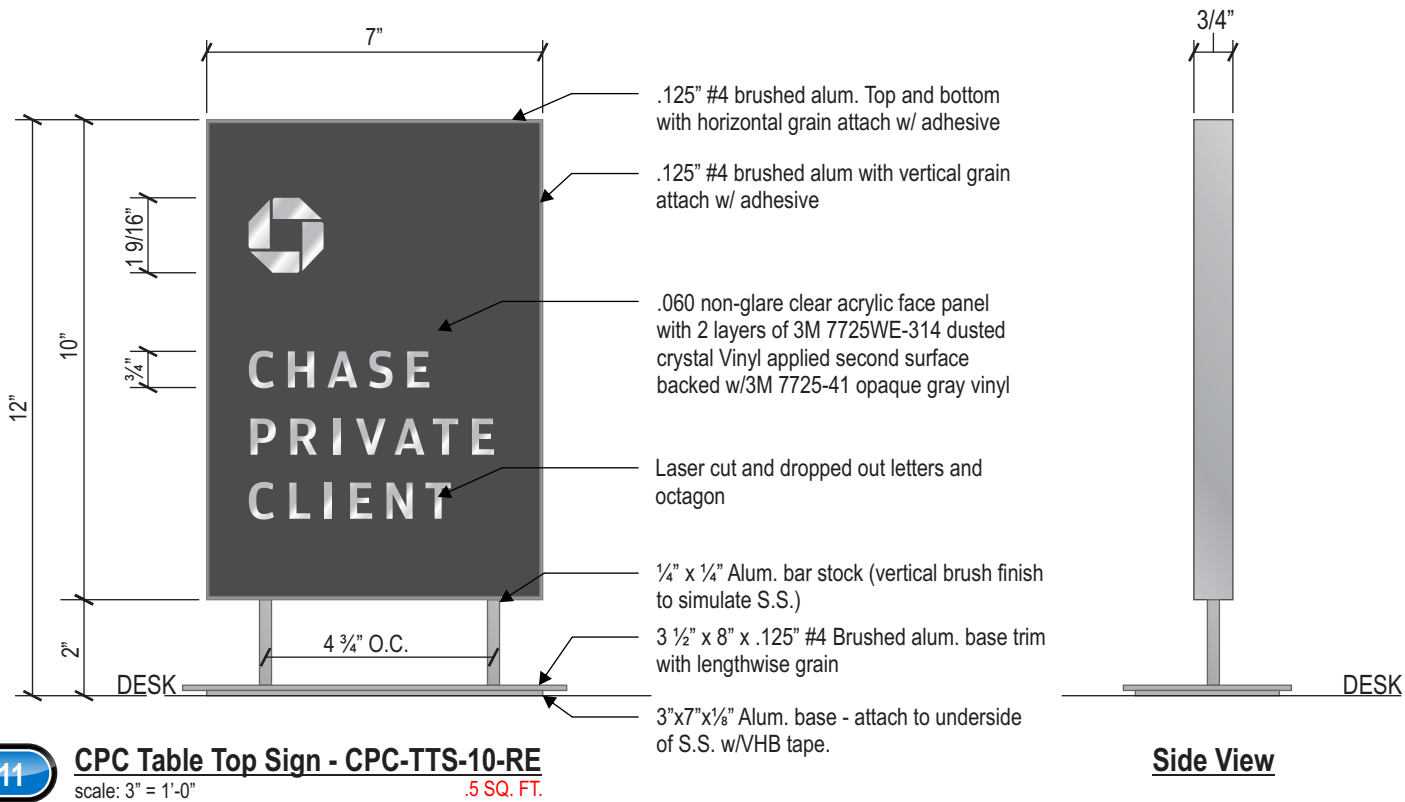
PROPOSED ELEVATION



109 **CPC Brand Focal Wall - Shaker Cherry - CPC-BFW-48-RE-NI**
scale: 3/4" = 1'-0" **14.16 SQ. FT.**

SEE LINK DWG: B244627 FOR EXACT FABRICATION SPECIFICATIONS

SEE CPC SIGNAGE GUIDELINES PAGES 18 AND 20 FOR SPECIFIC MTG. INSTRUCTIONS



SCALE: 3"= 1'-0"

SEE LINK DWG: B244332 - CPC-TTS-10-RE FOR EXACT FABRICATION METHOD

CLIENT NAME

CHASE

ADDRESS

NWC 10th ave North & Flamingo rd Lake Worth, TX 33461

SITE

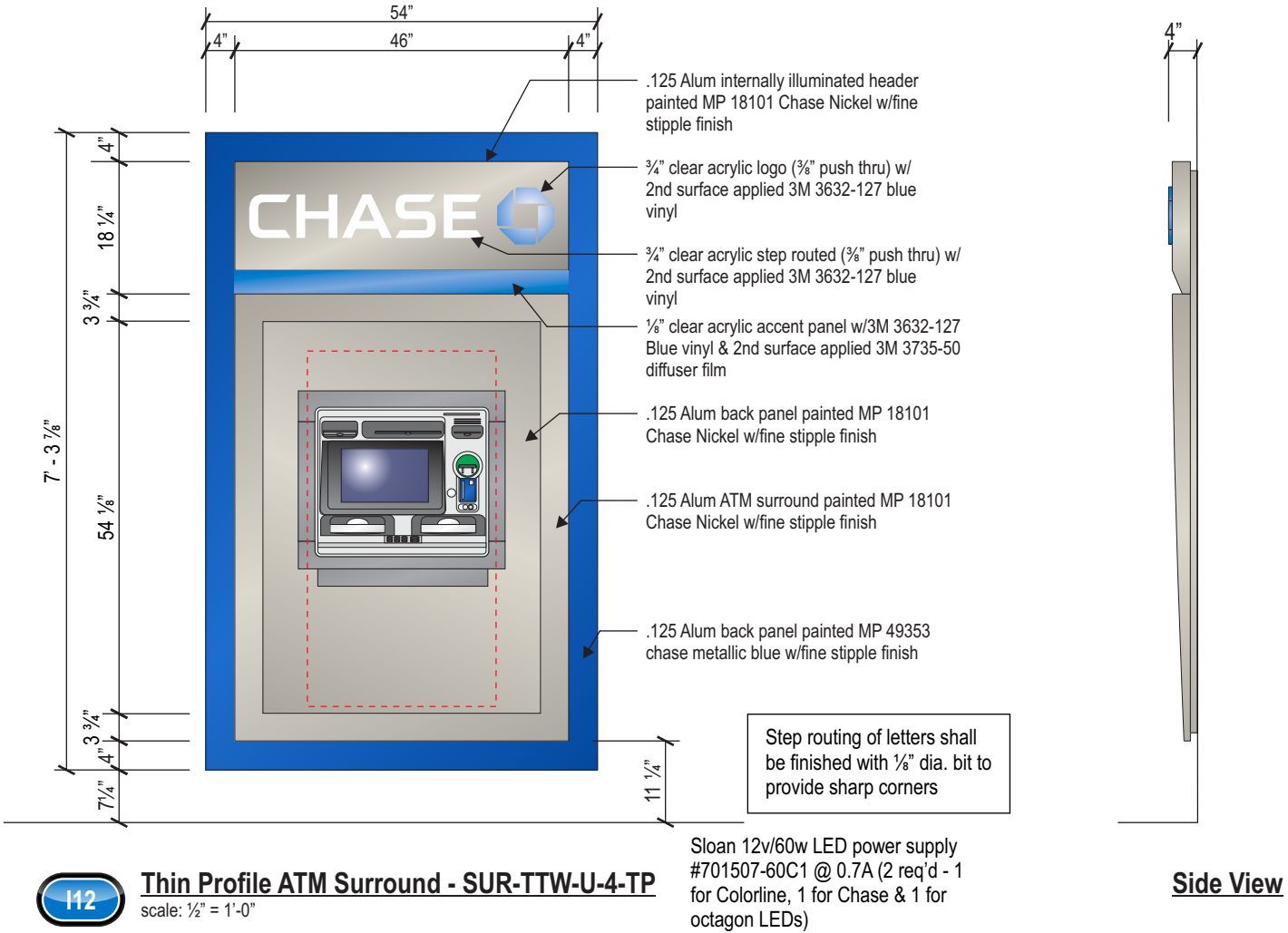
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PAGE NUMBER

22

DRAWING NUMBER

17-62908-05



CLIENT NAME

CHASE

ADDRESS

NWC 10th ave North & Flamingo rd Lake Worth, TX 33461

SITE

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PAGE NUMBER

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DRAWING NUMBER

17-62908-05



Existing sign surrendered to LL for future tenant use



CLIENT NAME

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ADDRESS

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SITE

55471

PAGE NUMBER

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DRAWING NUMBER

17-62908-05

CORPORATE OFFICE: 360 CRIDER AVE MOORESTOWN, NJ 08057 P-856.802.1677 F-856.802.0412 **FLORIDA:** 9180 Boggy Creek rd Units 7&8 Orlando, FL 32824 - **TEXAS:** 1170 109th st Grand Prairie, TX 75050

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FRONT ELEVATION



REAR ELEVATION



From: [Omelio Fernandez](#)
To: [Iramis Cabrera](#)
Cc: [Kimberly K. Glas-Castro](#); [Morton Rose](#); [Tripp Cioci](#); [Kathleen Farrell](#); [Antolina Michel-Diaz A.](#); [David Young](#); [Will Carey](#); [Motasem Al-Turk](#); [Bogdan Piorkowski](#); [Joanne Keller M.](#); [Scott Cantor B.](#)
Subject: RE: Chase bank
Date: Tuesday, June 20, 2017 4:18:20 PM
Attachments: [image001.png](#)
[Site Plan sheet only.pdf](#)
[SKM_C45817053012170.pdf](#)
[RE New Chase Bank at Florida Mango 10th Ave N.msg](#)
[RE New Chase Bank at Florida Mango 10th Ave N.msg](#)

Thank you for the attached copy of the revised site plan.

I see that some of my comments were addressed but others were not.

The existing property lines/Right of Way lines appear correct, although there are not sufficient dimensions/station offsets to confirm this information.

Please note that the attached Plan does not include the required dedication for the Expanded Intersection per attached page T-P-17.

- 1- See Section E-E, we need 47 ft. from the centerline of Florida Mango Rd. or a 7 ft. wide dedication on the east side of the attached site plan.
- 2- See Section C-C, we need 54.5 ft. from the centerline of 10th Ave. N., I believe we have 54, therefore we only need 0.5 ft. on the south side of the attached site plan.
- 3- Finally we need the corner clip, the chord of a 40 ft. radius, which is shown in the site plan but needs to be off the two lines described under 1 and 2 above.

All Right of Way Dedications to Palm Beach County need to be "Free and Clear", Tripp Cioci (Right of Way Section Manager) can provide additional details on the documents required.

If the property in the NE Quadrant of the Intersection is coming in for development, we also need R/W from them. See attached E-Mails.

Thank you.

From: Iramis Cabrera [mailto:icabrera@vpsfl.org]
Sent: Tuesday, June 20, 2017 12:30 PM
To: Omelio Fernandez <OFernand@pbcgov.org>
Subject: Chase bank

Good afternoon;

Please see attached revised site plan for the proposed Chase Bank at 2601 10th Ave North. Let me know if you have any comments.

Thanks.

From: [Omelio Fernandez](#)
To: [Kimberly K. Glas-Castro](#)
Cc: [Rickards, Mark](#); [Quazi Bari](#); [Iramis Cabrera](#); [Kent Wilmering](#); [Morton Rose](#); [David Young](#); [Kathleen Farrell](#); [Antolina Michel-Diaz A.](#); [Tripp Cioci](#); [Will Carey](#); [Miles, Mike](#); [Scott Cantor B.](#)
Subject: RE: New Chase Bank at Florida Mango & 10th Ave N
Date: Thursday, May 18, 2017 11:42:29 AM
Attachments: [jmaee001.png](#)
[SKM_C45817051810180.pdf](#)

Hi Kim:

I have been looking at the exchange of E-Mails and noticed some confusion.

Palm Beach County hereby requests the Village of Palm Springs to include a condition for Right of Way dedication from Chase Bank to accommodate the ultimate desirable typical section.

The confusion arises from what is shown in the attached PDF. The top portion includes the preliminary lane layout (review and approval pending) for the project we are presently designing and the bottom portion shows the Typical Section proposed from north of 10th Ave. N. to S. of Forest Hill Blvd. (away from the intersections and turn lanes at those two intersections).

Our proposed plan does not include R/W acquisition from Chase Bank, we were planning to "squeeze the Typical Section" eliminating Bike Lanes, reducing turn lane and sidewalk width at the north approach to 10th Ave. N. to avoid R/W acquisition. Although it would be desirable to have bike lanes and 8 ft. wide sidewalks extended all the way to 10th Ave. N.

The Florida Mango Rd. north approach to 10th Ave. N. has the additional problem that the standard SB to EB dual lefts cannot be provided due to the required left turn lane into Chase Bank. It would be desirable to expand the road to the west and provide a separate left turn lane into Chase Bank that does not interfere with the required SB inside left turn lane length.

We request the Village of Palm Springs to require a 15 ft. wide right of way dedication on the west side of Florida Mango Rd. and a corner clip (chord of 40 ft. radius) at the NW corner of 10th Ave. N. and Florida Mango Rd.

Florida Mango Rd. Typical Section at 10th Ave. N. North Approach:

1' level + 8 ft. sidewalk + 2' curb and gutter + 10 ft. right turn lane (SB to WB) + 5 ft. bike lane + 22 ft. dual left (SB to EB) + 10 ft. left (turn into Chase Bank Driveway) + 11 ft. NB thru lane + 5 ft. bike lane + 10 ft. right turn lane (into NE corner shopping center) + 2 ft. curb and gutter + 8 ft. sidewalk + 1 ft. level = 95 ft.

Thank you.

Omelio

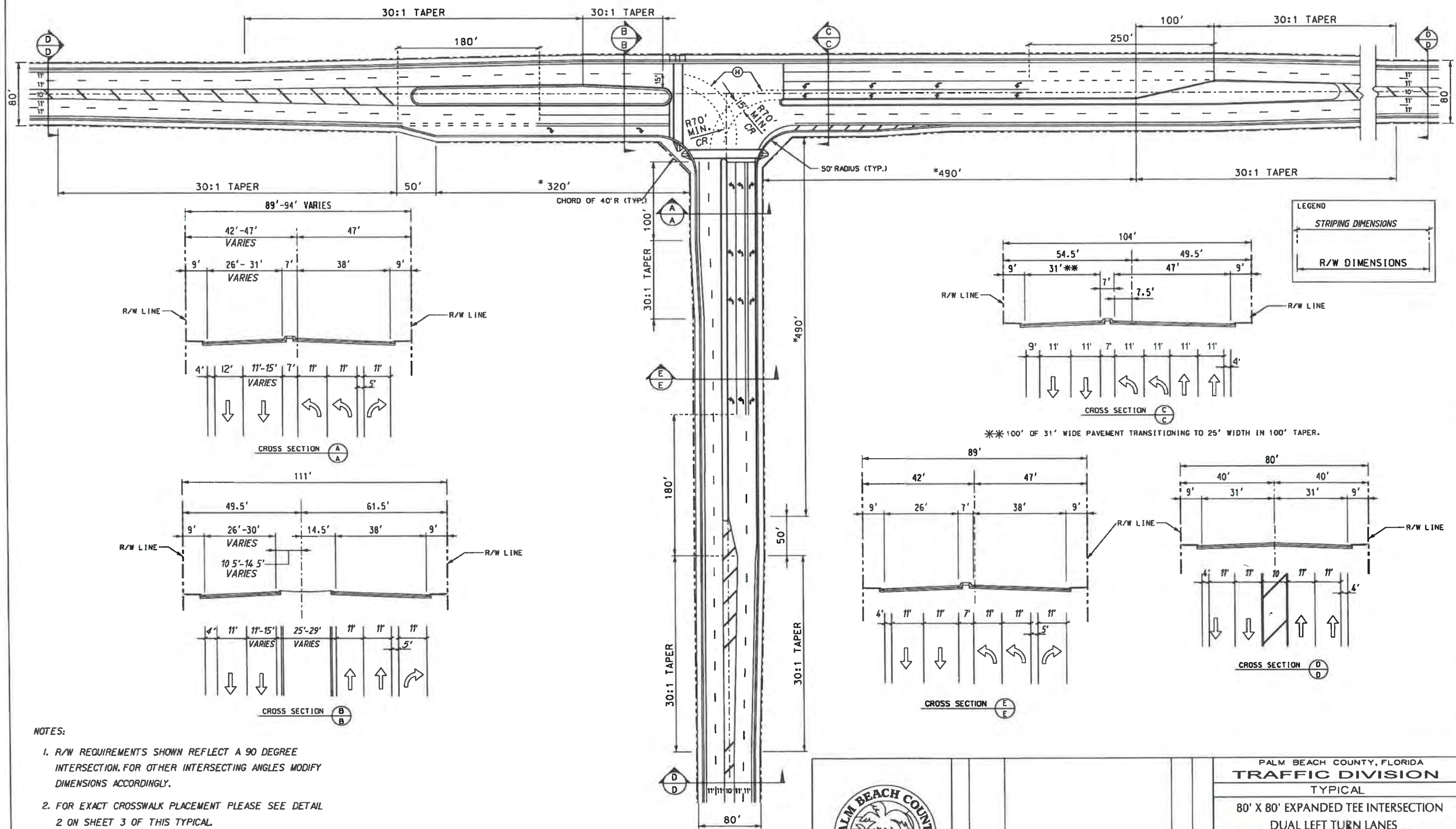
From: Will Carey
Sent: Thursday, May 18, 2017 8:46 AM
To: Miles, Mike <Mike.Miles@kimley-horn.com>; Scott Cantor B. <SCantor@pbcgov.org>; Kimberly K. Glas-Castro <kglas-castro@vpsfl.org>
Cc: Rickards, Mark <mark.rickards@kimley-horn.com>; Quazi Bari <QBari@pbcgov.org>; Iramis Cabrera <icabrera@vpsfl.org>; Kent Wilmering <kent@trebroninc.com>; Omelio Fernandez <OFernand@pbcgov.org>; Morton Rose <MRose@pbcgov.org>; David Young <DYoung@pbcgov.org>; Kathleen Farrell <KFarrell@pbcgov.org>; Antolina Michel-Diaz A. <AMichelDiaz@pbcgov.org>; Tripp Cioci <TCioci@pbcgov.org>
Subject: RE: New Chase Bank at Florida Mango & 10th Ave N

You're welcome Mike. Should r/w and/or easements be required for this project, it would go through our normal acquisition procedure. As to what that entails, I will have to defer you to our project manager, Antolina once again.

Thanks,

Will Carey, E.I.
 (561) 684-4183

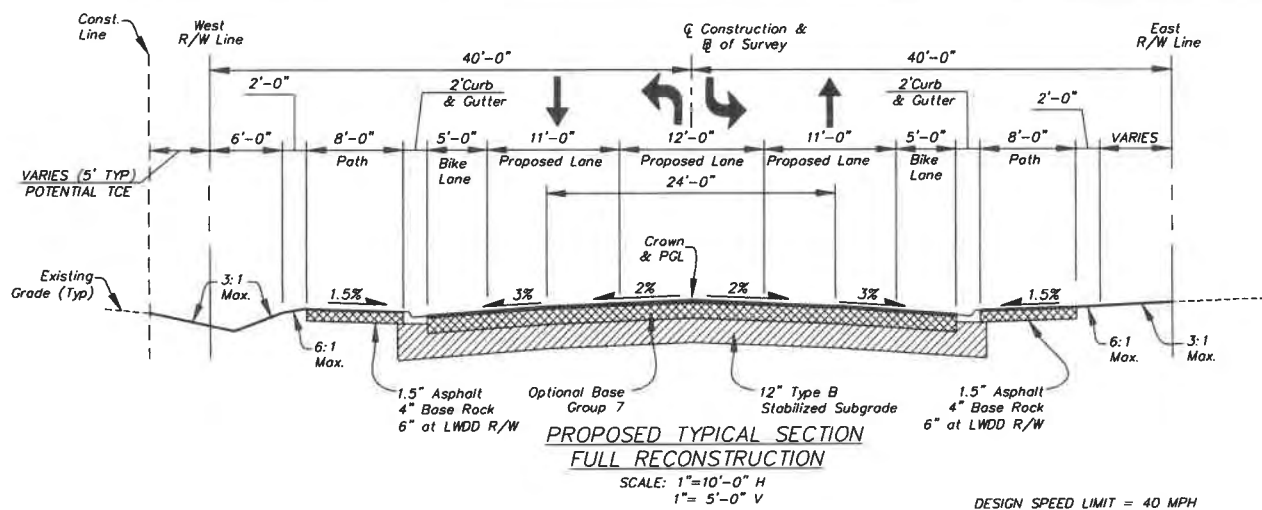
From: Miles, Mike [<mailto:Mike.Miles@kimley-horn.com>]
Sent: Wednesday, May 17, 2017 5:19 PM
To: Will Carey <WCarey@pbcgov.org>; Scott Cantor B. <SCantor@pbcgov.org>; Kimberly K. Glas-Castro <kglas-castro@vpsfl.org>
Cc: Rickards, Mark <mark.rickards@kimley-horn.com>; Quazi Bari <QBari@pbcgov.org>; Iramis Cabrera <icabrera@vpsfl.org>; Kent Wilmering <kent@trebroninc.com>; Omelio Fernandez <OFernand@pbcgov.org>; Morton Rose <MRose@pbcgov.org>; David Young <DYoung@pbcgov.org>; Kathleen Farrell <KFarrell@pbcgov.org>; Antolina Michel-Diaz A. <AMichelDiaz@pbcgov.org>



PALM BEACH COUNTY, FLORIDA
TRAFFIC DIVISION
TYPICAL

80' X 80' EXPANDED TEE INTERSECTION
DUAL LEFT TURN LANES

BODJAN T. PIORKOWSKI SENIOR PROFESSIONAL ENGINEER		TANYA MCCONNELL DEPUTY COUNTY ENGINEER	
NAME	DATE	SCALE	CONTRACT NO.
EL	11/04/16	N.T.S.	
TRACED BY		DRAWING	T-P-17
CHECKED BY		SHEET	13 OF 19 SHEETS



Asphalt Pavement Structure

Full Depth Pavement Replacement

1" Friction Course FC-9.5
1 1/2" Type SP Structural Course Traffic Level C with Tack Coat @ 0.05 Gal./SY.
Optional Base Group 7 (LBR 100 Compacted to 98% AASHTO T-180) with RC-70 Prime Coat @ 0.1 Gal./SY.
12" Type B Stabilized (LBR 40) Subgrade Compacted to 98% AASHTO T-180

Mill Resurface/Overbuild

Resurface

Mill 1" of Existing Roadway and Overlay with 1" Friction Course FC-9.5

Overbuild

Mill 1" (average) of Existing Roadway

Overbuild with SP-9.5 Structural Course (Traffic Level C) 3" (Average) and overlay with 1" Friction Course FC-9.5.

Widening

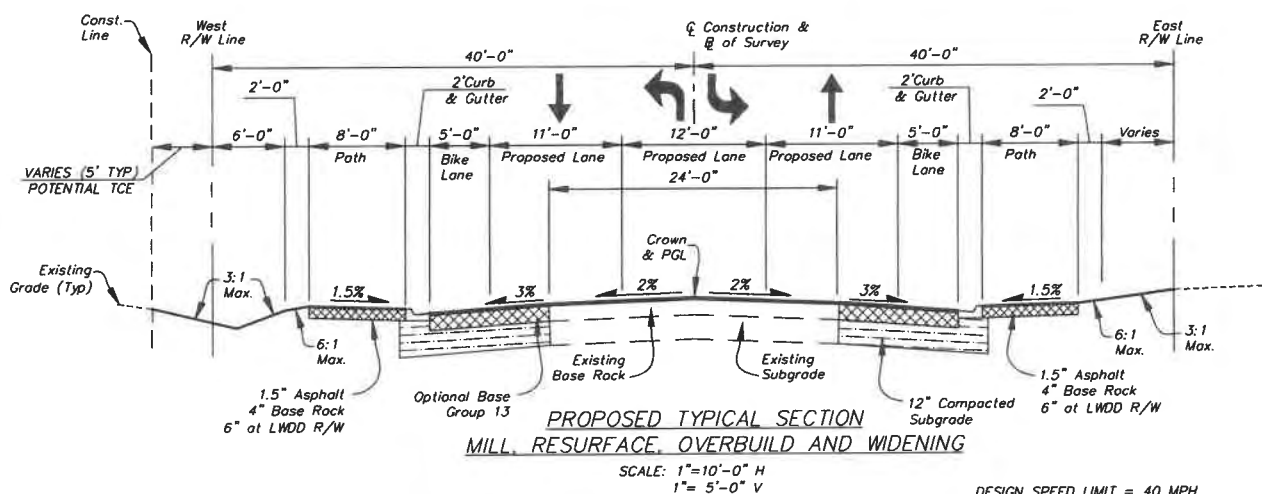
1" Friction Course FC-9.5
1 1/2" Type SP Structural Course Traffic Level C with Tack Coat @ 0.05 Gal./SY.
Optional Base Group 13 (LBR 100 Compacted to 98% AASHTO T-180) with RC-70 Prime Coat @ 0.1 Gal./SY.
12" Compacted Subgrade Compacted to 98% AASHTO T-180

LEGEND

	Asphaltic Concrete
	Optional Base Group
	Stabilized Subgrade
	Compacted Subgrade

Note:

For Pavement Section at Driveways, See Sheet 16.



Alan Gerwig & Associates, Inc.
12750 W. Forest Hill Blvd., Suite 201
West Palm Beach, FL 33414
CA #97569
Civil and Structural Engineers

Scale: AS NOTED
Approved: SAC
Drawn: MRC
Checked: ALG
Date: 3/21/2017



PALM BEACH COUNTY
ENGINEERING AND PUBLIC WORKS
ROADWAY PRODUCTION
P.O. BOX 2289, WEST PALM BEACH, FLORIDA

SMITH A. COLEMAN, P.E.
License No. 60529

FLORIDA MANGO ROAD
(FROM EDGEWATER DRIVE TO BARBADOS ROAD)
TYPICAL SECTIONS

35% PLANS

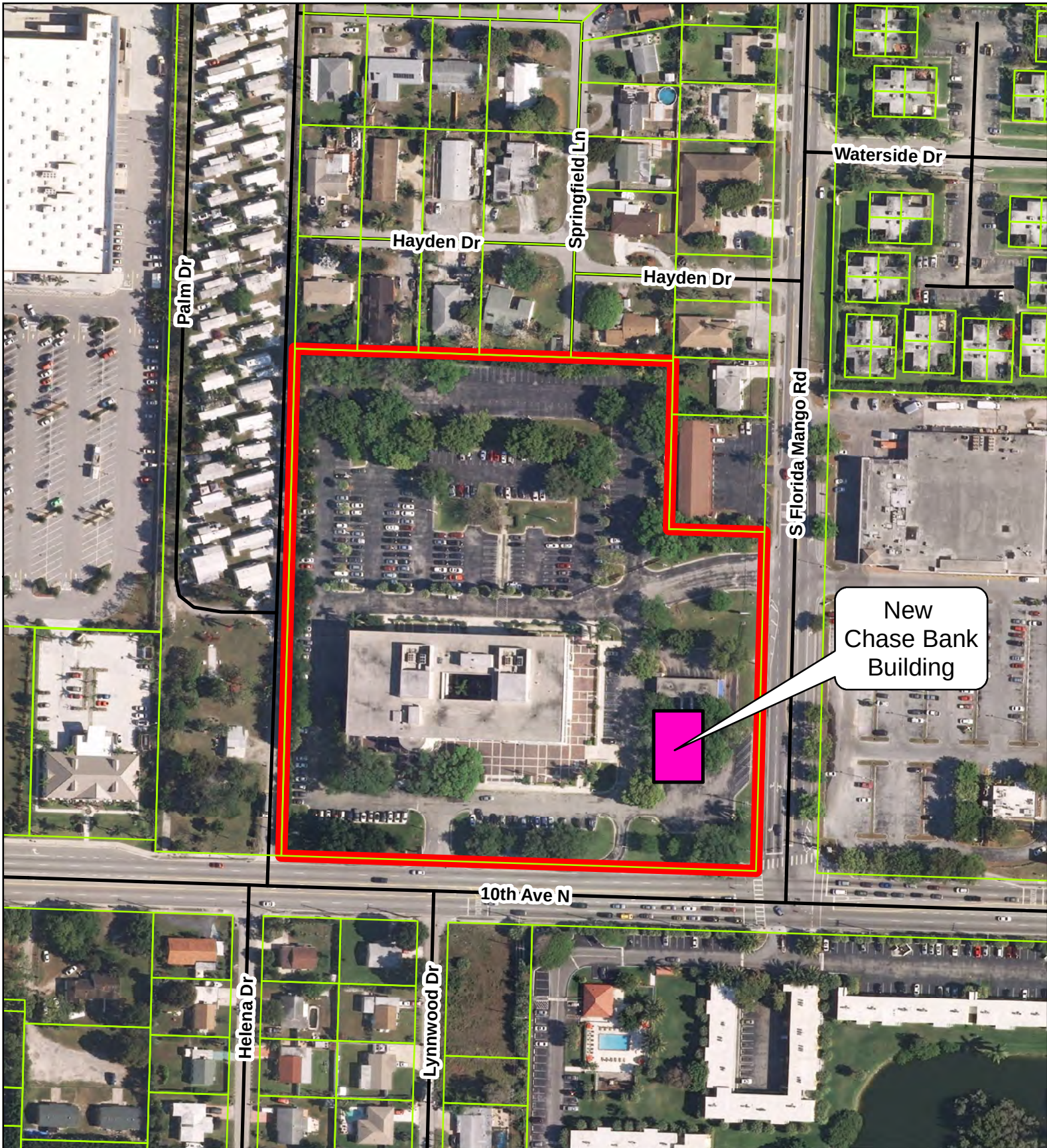
Sheet: 5

Of: 33

Project No.: 2015520

Village of Palm Springs

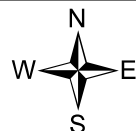
Chase Bank at 10th Avenue N and Florida Mango Road



2601 10th Ave N

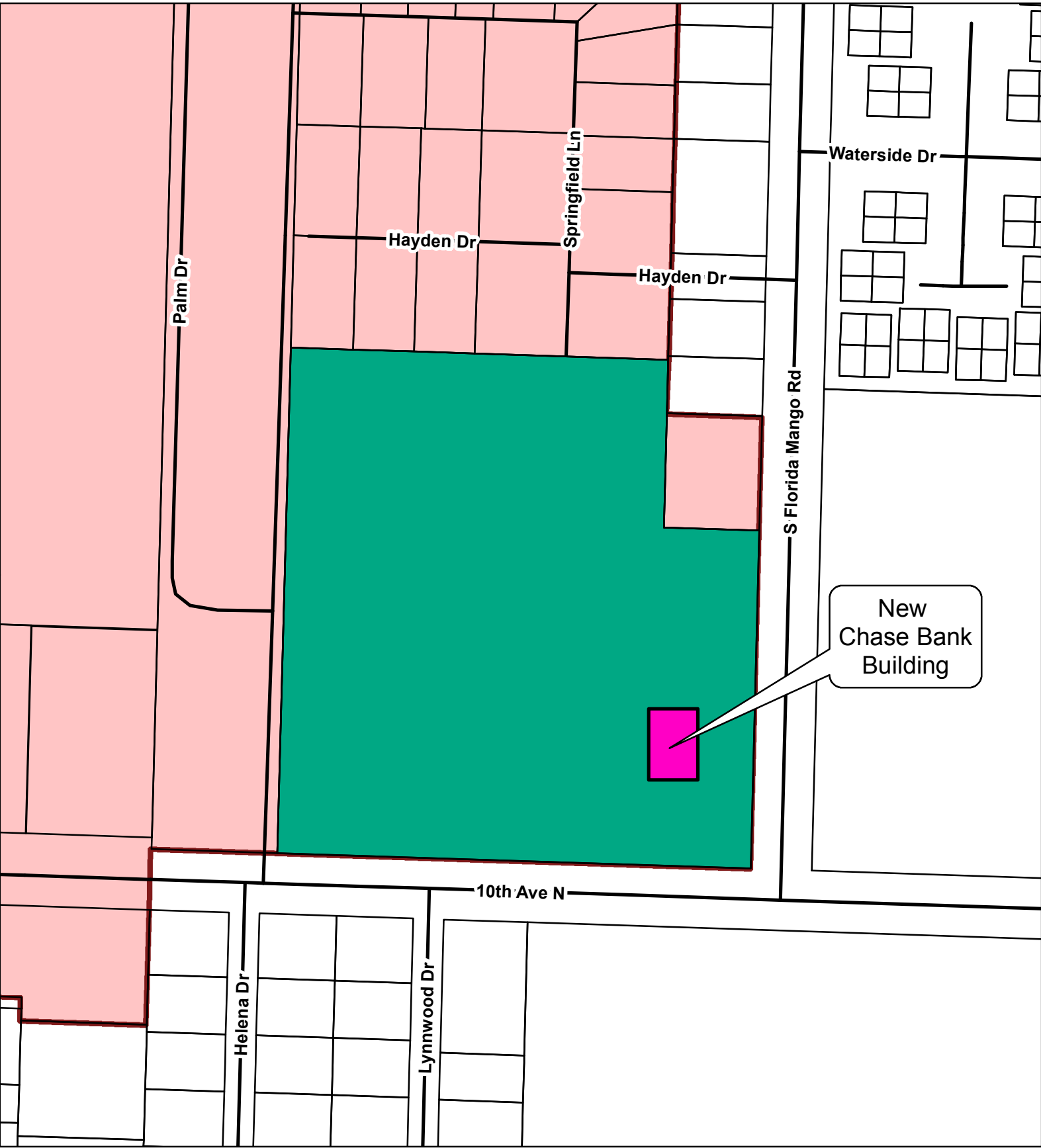
0 100 200 400 Feet

Date: 5/19/2017



Village of Palm Springs

Chase Bank at 10th Avenue N and Florida Mango Road



2601 10th Ave N

0 100 200 400 Feet

Date: 5/19/2017





Village of Palm Springs

Executive Brief

AGENDA DATE: August 10, 2017

DEPARTMENT: Land Development

ITEM #11: Temporary Use Permit - Off-Site Parking - Oxygen Development - 1525 South Congress Avenue

SUMMARY: Mr. Marty Minor, agent for Oxygen Development, is requesting a temporary use permit to allow employee parking on the adjacent 2.05 acre vacant, grass lots to the north of the manufacturing facility, located at 1525 South Congress Avenue. The proposed off-site parking area will provide overflow employee year-round parking on a daily basis during daylight hours.

The proposed Temporary Use Permit would be for a 2-year period and would permit up to eighty-two (82) cars to park within the proposed temporary overflow parking area, which is owned by the applicant and designated with a Commercial land use and Commercial General (CG) Zoning designation. If approved, the area would be improved with a code-compliant asphalt parking lot with drainage, curbing, interior landscape islands and a perimeter landscape buffer that will be planted with sabal palms, buttonwood, crape myrtles and live oaks

Note: Section 34-895 - Village Code - Temporary land uses in zoning districts.- provides that the Village Council may grant approval for temporary, principal uses of land that are not specifically allowed by the zoning district, such as off-site parking. A temporary use permit may not exceed two (2) years and is not renewable.

Access to the overflow parking area will be provided through a driveway on the Oxygen property and an emergency access (gated with a knox box) will be provided from Melaleuca Drive. Further, the applicant proposes that the temporary parking area will only be used during daytime hours and will not be used after 6:00 p.m. Additionally, the Police Department recommends that lighting be installed as part of the parking lot improvements for safety purposes.

During this temporary period, the applicant intends on submitting a site plan to construct a new office building on the southern portion of the property with the overflow parking meeting the permanent parking needs of this building.

A parking issue has developed as a result of the success of the Oxygen Development manufacturing facility during its peak season. As a result, staff recommends approval of the proposed two (2) year Temporary Use Permit.

FISCAL IMPACT:

The proposed request does not have a fiscal impact to the Village.

ATTACHMENTS:

1. Proposed Temporary Use Permit Agreement - Oxygen
2. Site Plan and Landscape Plan (Exhibit "B")
3. Advertisement - Lake Worth Herald - May 18, 2017
4. Applicant Temporary Use Narrative
5. Site Photographs
6. Aerial and Location Maps
7. Sec. 34-895 Temporary Land Uses in Zoning Districts - Land Development

Temporary Use Permit Agreement

THIS TEMPORARY USE PERMIT AGREEMENT (“License”) is made this ____ day of _____, 2017, by and between the VILLAGE OF PALM SPRINGS, FLORIDA, a municipal corporation, (“Village”) by and through the authority of its Land Development Director, with its principal address at 226 Cypress Lane, Palm Springs, FL 33461; and OXYGEN HOLDINGS, LLC, a Florida limited liability company with its principal address at 1525 South Congress Avenue, Palm Springs, Florida 33406 (“Licensee”).

RECITALS

WHEREAS, Licensee owns three vacant parcels of land located at 1451, 1481, and 1487 South Congress Avenue (“Property”) described in Exhibit “A” attached hereto and incorporated herein; and

WHEREAS, Licensee owns adjacent property located at 1525 South Congress Avenue, which is currently improved and utilized for a cosmetics manufacturing facility (“Facility”); and

WHEREAS, the Property and Facility are both located within the incorporated limits of the Village of Palm Springs, Florida; and

WHEREAS, the Licensee has requested that the Village license the use of the Property for temporary, overflow parking to serve the employees of the Facility; and

WHEREAS, the temporary principal use of the Property for parking is not a permitted or special exception use in the CG district in which the Property is located; and

WHEREAS, Village Code Section 34-895 authorizes the Village Council, for good cause shown, to grant a temporary use permit for certain principal uses, not to exceed two (2) years from the approval date; and

WHEREAS, Village Code Section 34-895(e)(3) requires the Village Council be the approval authority after due public notice for any proposed temporary use that exceeds sixty (60) days; and

WHEREAS, the Village Council has determined that granting a temporary use permit to the Licensee under the terms and conditions of Village Code Section 34-895 and this Agreement serve a valid public purpose and is in the best interest of the Village.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. FINDINGS

1.1 The foregoing recitals are incorporated herein as true and correct findings of fact.

2. TEMPORARY PERMITTED PREMISES AND LAND USE

2.1 In accordance with the provisions of Village Code Section 34-895, the Village by and through the authority of its Village Council hereby grants Licensee a temporary, revocable permit which authorizes Licensee to utilize the Property for the sole use as described herein. No other interest or right to use the Property is granted to Licensee under this License. The temporary use permit is revocable as provided in Village Code Section 34-895.

3. TERM AND EFFECTIVE DATE

3.1 The term of this Temporary Use Permit under this Agreement is limited to two (2) years. The term shall commence upon Applicant obtaining all required approvals (see 4.1.2 below), however in no event shall the term start later than October 11, 2017 and in no event shall terminate later than October 11, 2019. At the conclusion of the two-year term, the temporary permitted use of the Property shall expire and the Licensee shall terminate such use. Failure to terminate the temporary use shall be grounds for default and subject the Licensee to appropriate legal action including mandatory injunctive relief and the reasonable costs incurred by the Village in enforcing this Agreement including attorney's fees at all administrative, trial and appellate levels. Pursuant to Village Code Section 34-895, upon issuance of a court order from a court of competent jurisdiction awarding attorney's fees and/or costs, such costs shall become a lien on the property, if unpaid after thirty (30) days following the entry of the order.

4. LICENSE CONDITIONS

4.1 Licensee shall adhere to the following conditions as a part of this License Agreement.

1. The temporary parking area shall be improved with an access drive from the Facility, asphalt parking lot accommodating 82 parking spaces, sidewalk, emergency access gate, security lighting, and perimeter landscaping, all as depicted on the concept plans contained in Exhibit "B", attached hereto and incorporated herein
2. The proposed improvements are subject to Administrative Site Plan Amendment and Utility/Civil Plan approvals, and are subject to permit requirements of the Village and other regulatory agencies, including Lake Worth Drainage District.
3. The Property shall serve as temporary parking for employees of the Facility only.
4. In the event the Licensee fails to obtain Village Council site plan approval for the permanent use of the Property prior to the expiration of this License Agreement or the License Agreement expires without action on the part of the Licensee to obtain

approvals for a permanent use, the parking lot improvements shall be removed, and the disturbed area sodded.

5. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and hold harmless, Village, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the temporary use permitted under this Agreement and pertaining to or arising out of the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Licensee shall pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the Village's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

5.2 The Licensee's obligation to indemnify, defend, and pay for the defense, or at the Village's option, to participate and associate with the Village in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to Licensee. Licensee's inability to evaluate liability or its evaluation of liability, shall not excuse the Licensee's duty to defend and indemnify within 7 days after such notice is given by the Village. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by Licensee. Licensee shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Licensee of a claim shall not release the Licensee of the above duty to defend and indemnify.

6. INTEGRATION

6.1 It is agreed and understood that this License contains all agreements, promises and understandings between the Village and Licensee and as to the temporary use of the Property (as described herein) and that no verbal or oral agreements, promises or understandings shall be binding upon either Village or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this License is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License. The failure of a Party to insist upon strict performance of any of the terms or conditions of this License or to exercise any of its rights under this License shall not waive such rights and such Party shall have the right to enforce such

rights at any time and take such action as may be lawful and authorized under this License, in law or in equity.

7. GOVERNING LAW

7.1 This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this License shall be in Palm Beach County, Florida. **Further, if for any reason a claim, dispute or controversy is not resolved by the parties, the parties irrevocably and voluntarily agree to waive any right to a trial by jury in respect to any such claim, dispute or controversy.**

8. ASSIGNMENT

8.1 This License is personal to Licensee and may not be sold, assigned or transferred by Licensee or any other person or entity.

9. NOTICES

9.1 All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by nationally recognized overnight mail courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Village: The Village of Palm Springs, Florida
Attention: Richard J. Reade, Village Manager
226 Cypress Lane
Palm Springs, Florida 33461

With a mandatory copy to:

The Village of Palm Springs, Florida
Attention: Glen Torcivia, Village Attorney
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

Licensee: Oxygen Holdings LLC
1525 S. Congress Avenue
Palm Springs, FL 33406

10. APPLICABLE LAWS

10.1 During the term of this License, the Licensee shall maintain the Property in compliance with this License, the Village Code, and all applicable governmental laws, rules, regulations, statutes, ordinances, resolutions, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). Licensee shall, with respect to the condition of the Property

and at the Licensee's sole cost and expense, comply with (a) all laws relating solely to Licensee's specific and unique nature of use of the Property; and (b) all building codes requiring modifications to the Property due to the use of the Property and any improvements to be made by the Licensee in and upon the Property.

11. SURVIVAL

- 11.1** The provisions of this Agreement relating to indemnification shall survive and termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

12. CAPTIONS

- 12.1** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement.

13. ATTORNEY'S FEES

- 13.1** It is the understanding of the parties that if legal action is required to enforce this Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

14. TERMINATION FOR DEFAULT

- 14.1** In the event that the Licensee is found to be in violation of any part of the Village Code or any other applicable Laws for the Property or any other property owned by the Licensee in the Village, in a code enforcement proceeding of a Special Magistrate for the Village, or in a stipulated agreement, or in a court of competent jurisdiction, the Village shall give thirty (30) calendar days notice to the Licensee that the Licensee is in default. In the event the Licensee fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Village within said thirty (30) calendar days, the Village shall have all legal remedies available to it, including, but not limited to, the termination of this Agreement, in which case, the Village shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default. A breach of this Agreement by Licensee may be enforced in code enforcement proceedings brought by the Village and the Special Magistrate is hereby authorized to order the immediate cessation of the temporary permitted use, and other code violations and to award the Village all legal and equitable relief to which the Magistrate shall determine is just and appropriate. Notwithstanding the foregoing, this Agreement is a contract, which may also be enforced in a court of law. The Village has no liability for damages or anticipated profits for business losses or other damages caused by the termination of this Temporary Use Permit Agreement in the event of a default.
- 14.2** The parties hereto agree that the Village's right to terminate this Agreement as stated herein is absolute and shall not result in any inequity to Licensee because of any authorized improvements

by Licensee to the Facilities for the use licensed herein. Accordingly, this Agreement shall not be construed as an irrevocable license or a license coupled with an interest because of said improvements. Termination shall also be subject to Section 34-895(g) of the Village Code.

- 14.3** The parties hereto agree that the Village and the public will be irreparably damaged if the terms and conditions of this Agreement are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the Agreement, then the Village shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

15. TIME

- 15.1** Time is expressly declared to be of the essence of this Temporary Use Permit Agreement.

16. RIGHTS OF OTHERS

- 16.1** Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

17. PREPARATION

- 17.1** This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

18. COUNTERPARTS

- 18.1** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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

THE VILLAGE OF PALM SPRINGS

BY: _____
Bev Smith, Mayor

ATTEST:

BY: _____
Kimberly M. Wynn, Village Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Glen Torcivia, Village Attorney

LICENSEE:
Oxygen Holdings, LLC

WITNESSES:

By: Philippe Cohen, Manager

By:

By:

(Corporate Seal)

7/18/17

EXHIBIT "A"
Property Description

PCNs: 70434407030030010, 70434407030030020, 70434407030030030

LAGUNA PARK NO 2 LT 1 /LESS SR 807 R/W/ BLK 3
together with
LAGUNA PARK NO 2 LT 2 /LESS E 10 FT RD R/W/ BLK 3
together with
LAGUNA PARK NO 2 LT 3 /LESS E 10 FT RD R/W/ BLK 3

EXHIBIT “B”
Conceptual Site Plan and Landscape Plan

Map of the Forest Hill area showing the location of the proposed site. The map includes South Congress Avenue, Forest Hill Boulevard, and the L-Canal. A hatched rectangle labeled 'SITE' is located between South Congress Avenue and the L-Canal. A north arrow is in the bottom right corner.

**Urban Planning & Design
Landscape Architecture
Communication Graphics**

Copyright:
All ideas, designs, arrangements, and plans represented by this drawing are owned by and the property of the designer, and were created for the exclusive use of the specified project. These ideas, designs, arrangements or plans shall not be used by, or disclosed to any person, firm, or corporation without the written permission of the designer.

SITE PLAN _____ SP: 1

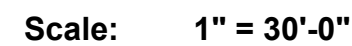
EXISTING FUTURE LAND USE	COMMERCIAL
PROPOSED FUTURE LAND USE	COMMERCIAL
EXISTING ZONING DISTRICT	CG
PROPOSED ZONING DISTRICT	CG
OVERLAY	URA.TCEA
SECTION/TOWNSHIP/RANGE	0-44/43
PCN	0-43-44-0-03-003-0010
	0-43-44-0-03-003-0020
	0-43-44-0-03-003-0030

PROPOSED PARKING 82 SPACES

GENERAL NOTES:

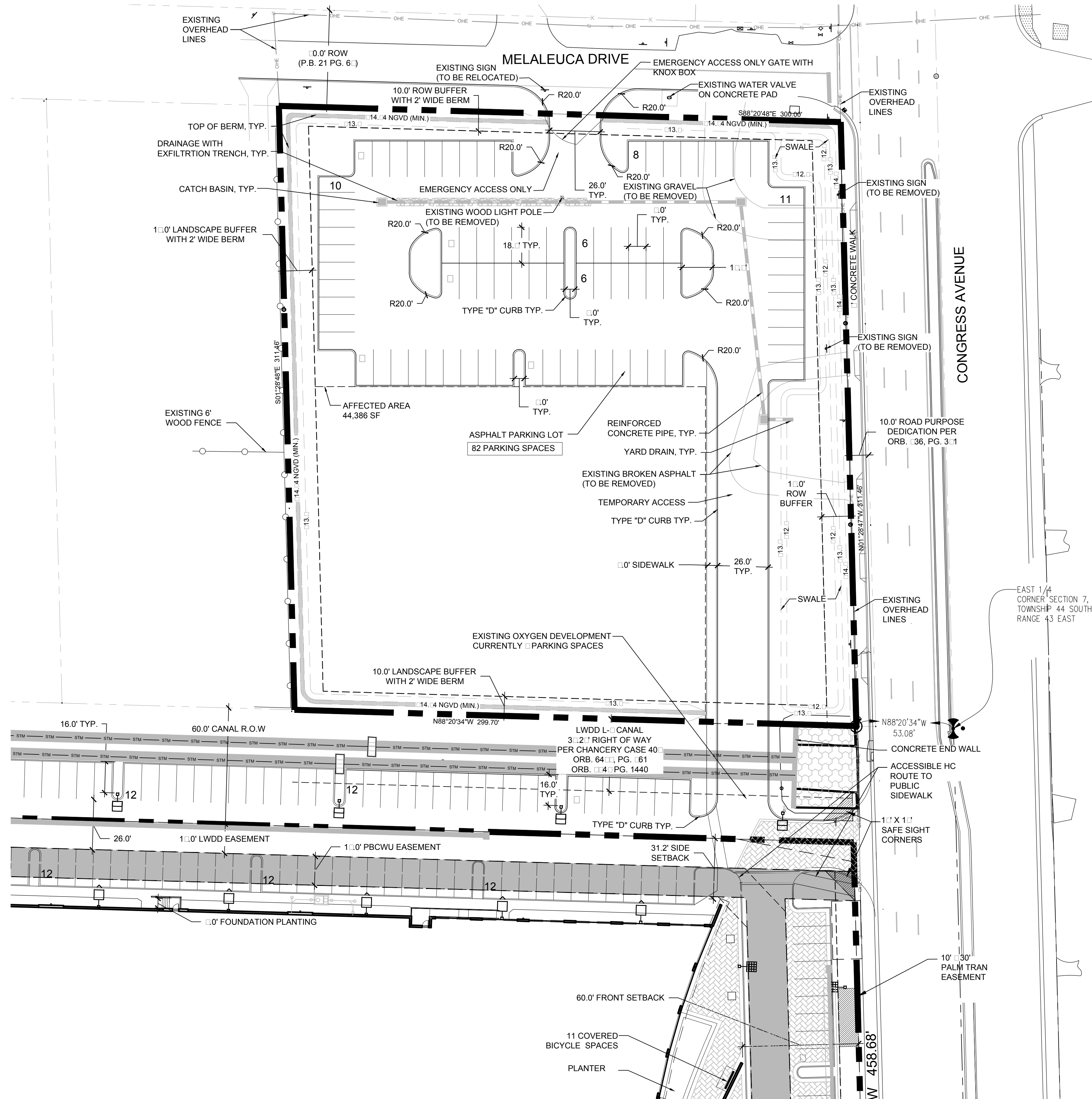
- BASE INFORMATION OBTAINED FROM A SURVEY PREPARED BY LIDBERG LAND SURVEYING, INC. DATED 06.01.11

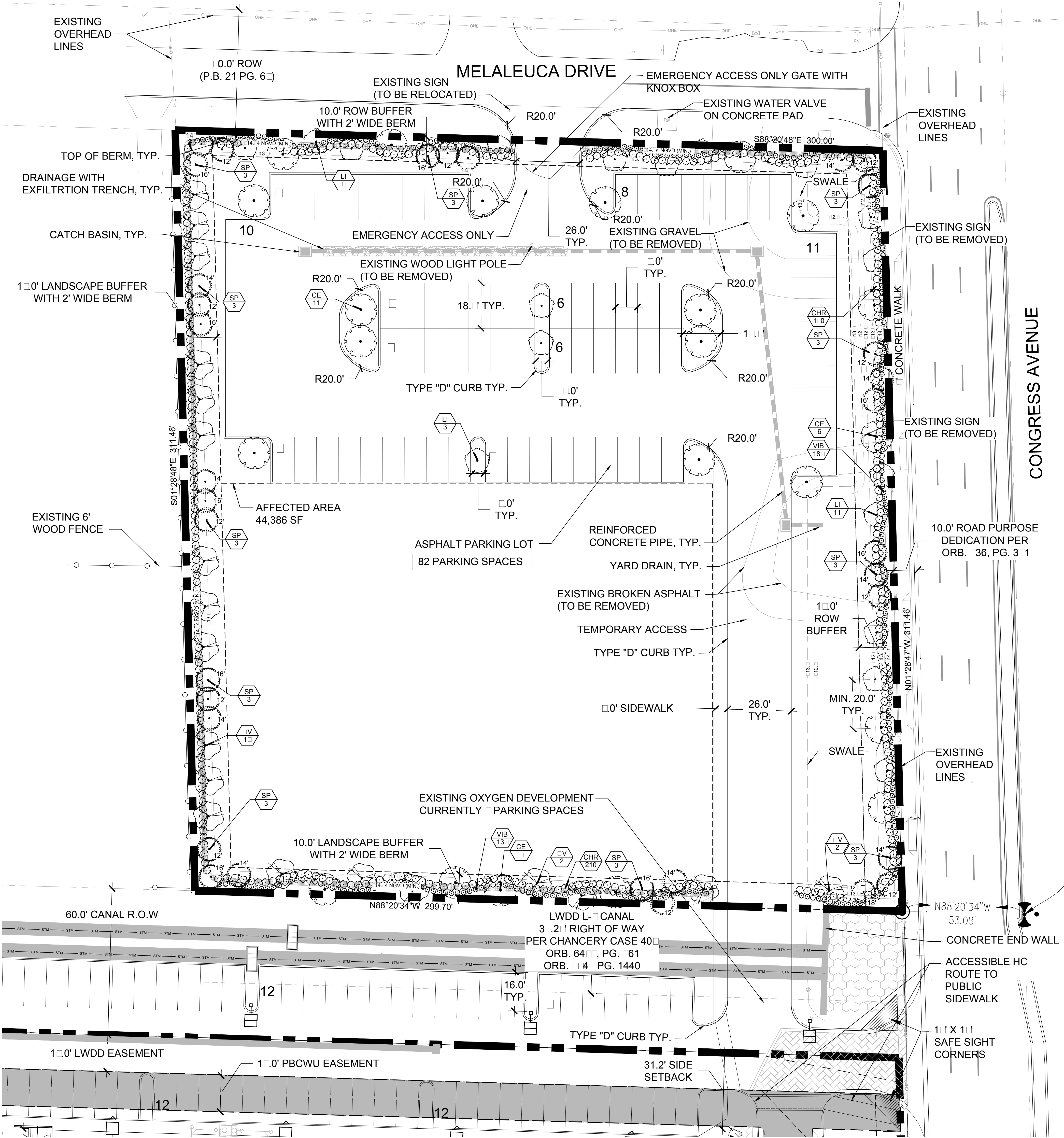
Oxygen Development Temporary Parking Lot Palm Springs, Florida Site Plan



Revision Dates:	
11.07.16	SUBMITTAL
04.24.17	RESUBMITTAL #1
05.09.17	RESUBMITTAL #2
07.07.17	RESUBMITTAL #3

SP-1
of 1

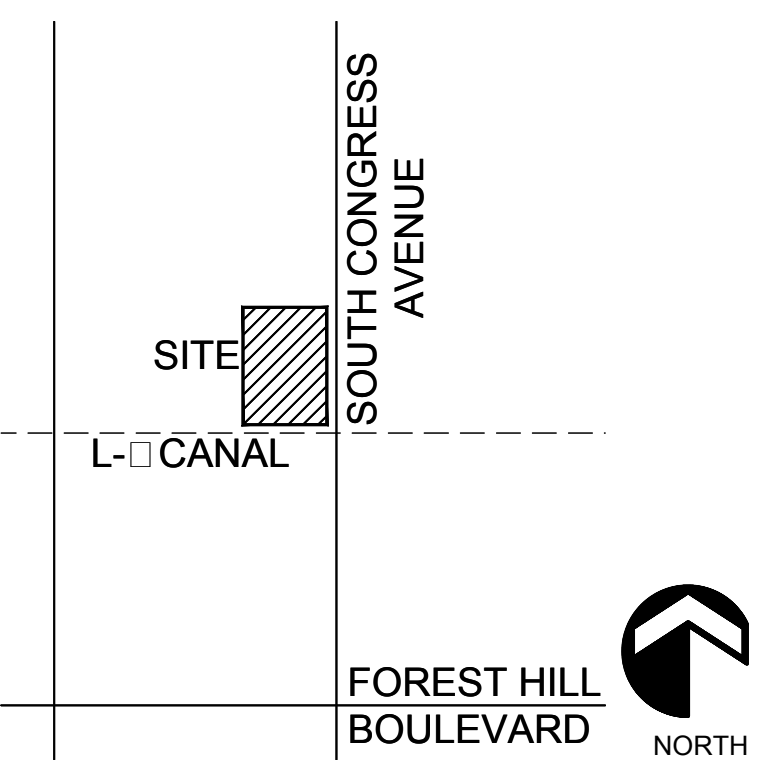




SITE DATA:

EXISTING FUTURE LAND USE	COMMERCIAL
PROPOSED FUTURE LAND USE	COMMERCIAL
EXISTING ZONING DISTRICT	CG
PROPOSED ZONING DISTRICT	CG
OVERLAY	URATCEA
SECTION TOWNSHIP RANGE	014443
PCN	0-43-44-01-03-003-0010
	0-43-44-01-03-003-0020
	0-43-44-01-03-003-0030
TOTAL GROSS SITE AREA	
BUILDING COVERAGE	2.0 AC (0.04 SF)
PROPOSED PARKING	82 SPACES
IMPERVIOUS AREA	
PERVIOUS OPEN SPACE	0.84 AC (31,214 SF) 41.3%
	1.23 AC (2,880 SF) 78.7%

LOCATION MAP:



SHEET INDEX:

LANDSCAPE PLANS	LP: 1
PLANTING DETAILS	LP: 2
LANDSCAPE SPECIFICATIONS	LP: 3

PLANT SCHEDULE:

TREES	CODE	TY	BOTANICAL NAME	COMMON NAME	NATIVE	DROUGHT TOLERANT
CE	22		Cordia alliodora	Common Cordia	Y	V
LI	1		Ligustrum lucidum	Chinese Privet	N	V
V	1		Viburnum chinensis	Chinese Viburnum	Y	V
SP	33		Styphelia pentandra	Styphelia	Y	V
SHRUBS	CODE	TY	BOTANICAL NAME	COMMON NAME	NATIVE	DROUGHT TOLERANT
CHR	360		Chorizanthe linearifolia	Linear-leaved Chorizanthe	Y	M
VIB	324		Viburnum chinensis	Chinese Viburnum	Y	V

- DROUGHT TOLERANT RATING BASED UPON SFWMD WATERWISE PUBLICATION - SOUTH FLORIDA EDITION
- ALL PLANT MATERIAL SPECIFICATIONS AND CONTAINER SIZES LISTED IN THE PROJECT PLANT SCHEDULE ARE REQUIRED MINIMUMS. ALL PLANT MATERIAL SHALL BE FLORIDA #1 OR BETTER. CONTRACTOR CAN EXCEED THE REQUIRED MINIMUM SPECIFICATION AND CONTAINER SIZE BASED ON MATERIAL AVAILABILITY.
- ALL PLANT MATERIAL SHALL MEET AND ADHERE TO FLORIDA GRADES AND STANDARDS FOR NURSERY PLANTS. THE LANDSCAPE ARCHITECT OR CLIENT HAVE THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING THESE STANDARDS.

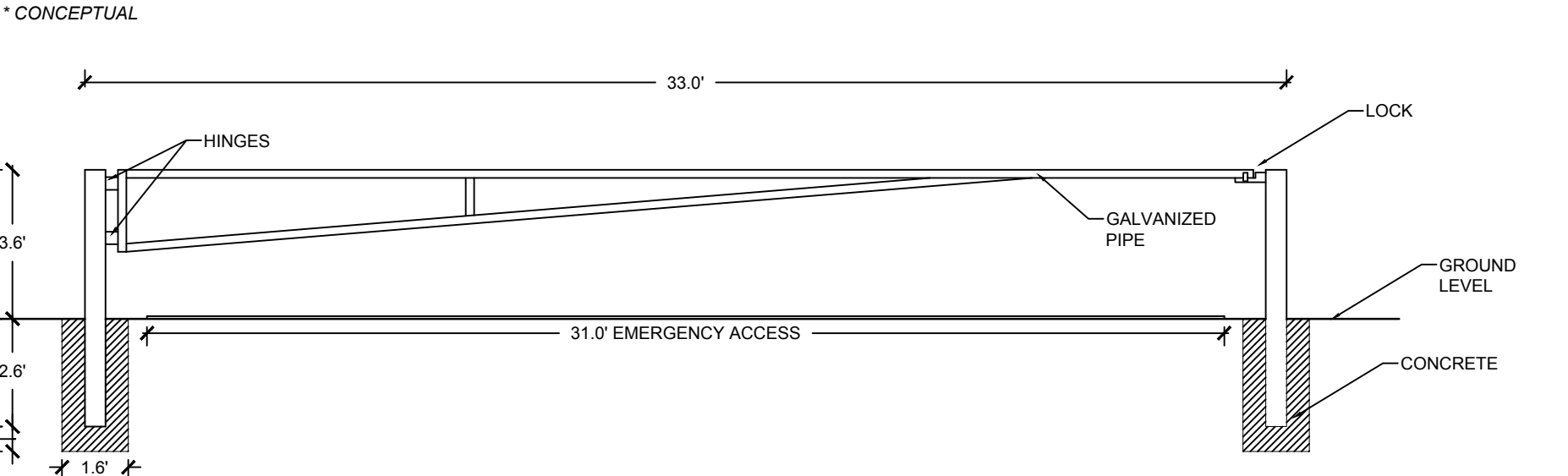
LANDSCAPE NOTES:

- BASE INFORMATION OBTAINED FROM A SURVEY PREPARED BY LIDBERG LAND SURVEYING, INC. DATED 06.01.11
- ALL INVASIVE SPECIES WILL BE ERADICATED FROM SITE AS REQUIRED BY CODE.
- ALL LANDSCAPE MATERIAL SHALL CONFORM TO THE MOST RECENT STANDARDS AS OUTLINED BY THE "GRADES AND STANDARDS FOR NURSERY PLANTS" PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- SIGHT TRIANGLES SHALL BE PROVIDED AND MAINTAINED BY OWNER CLEAR OF VEGETATION TO PROVIDE UNOBSTRUCTED VISIBILITY BETWEEN 30 INCHES AND 8 FEET ABOVE GRADE.
- UTILITY EASEMENTS SHALL NOT ENCROACH INTO LANDSCAPE BUFFERS MORE THAN 1 FEET OR AS PERMITTED BY CODE.
- ALL INSTALLATION WORK SHALL BE CARRIED OUT IN A PROFESSIONAL MANNER IN ACCORDANCE WITH STANDARD NURSERY AND INSTALLATION PRACTICES.
- QUANTITIES ON PLANT LIST ARE FOR CONVENIENCE ONLY. LANDSCAPE CONTRACTOR IS RESPONSIBLE FOR ALL PLANTS SHOWN ON LANDSCAPE PLANS.
- ALL LANDSCAPE AREAS SHALL BE SODDED, MULCHED OR OTHERWISE COVERED WITH GROUND COVER PER THESE PLANS AS LABELED.
- TREES SHOWN ON THIS PLAN ARE GRAPHIC REPRESENTATION ONLY. TREE SPACING IS BASED ON DESIGN REQUIREMENTS AND THE TREES SHOWN ON THESE PLANS ATTEMPT TO ACCOMPLISH THAT SPACING WHILE MAINTAINING THE REQUIRED SETBACKS FROM UTILITIES. TREES MAY BE FIELD ADJUSTED TO AVOID CONFLICTS WITH DRIVEWAYS AND UNDERGROUND UTILITIES.

MULCH NOTES:

- MULCH SHALL BE GRADE A MINI PINE BARK NUGGETS, OR APPROVED EQUAL, FREE OF FOREIGN MATERIALS AND WEED SEEDS. MINIMUM DEPTH AFTER SETTLING SHALL BE 3".

EMERGENCY ACCESS GATE WITH KNOX BOX DETAIL:

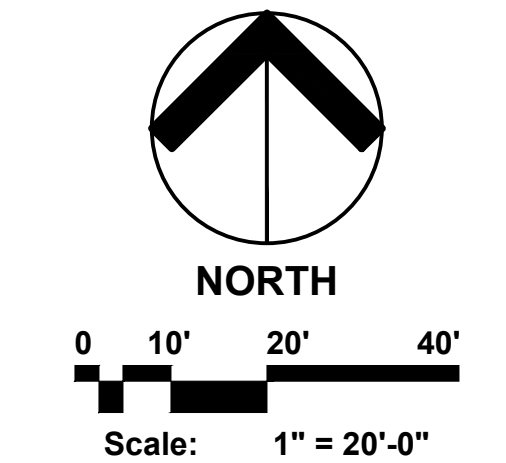


Urban design kilday STUDIOS

Urban Planning & Design
Landscape Architecture
Communication Graphics

610 C Street, Suite CU02
West Palm Beach, FL 33401
Tel: 61.366.1100 FAX: 61.366.1111
www.urbandesignkilday.com
LCC00003

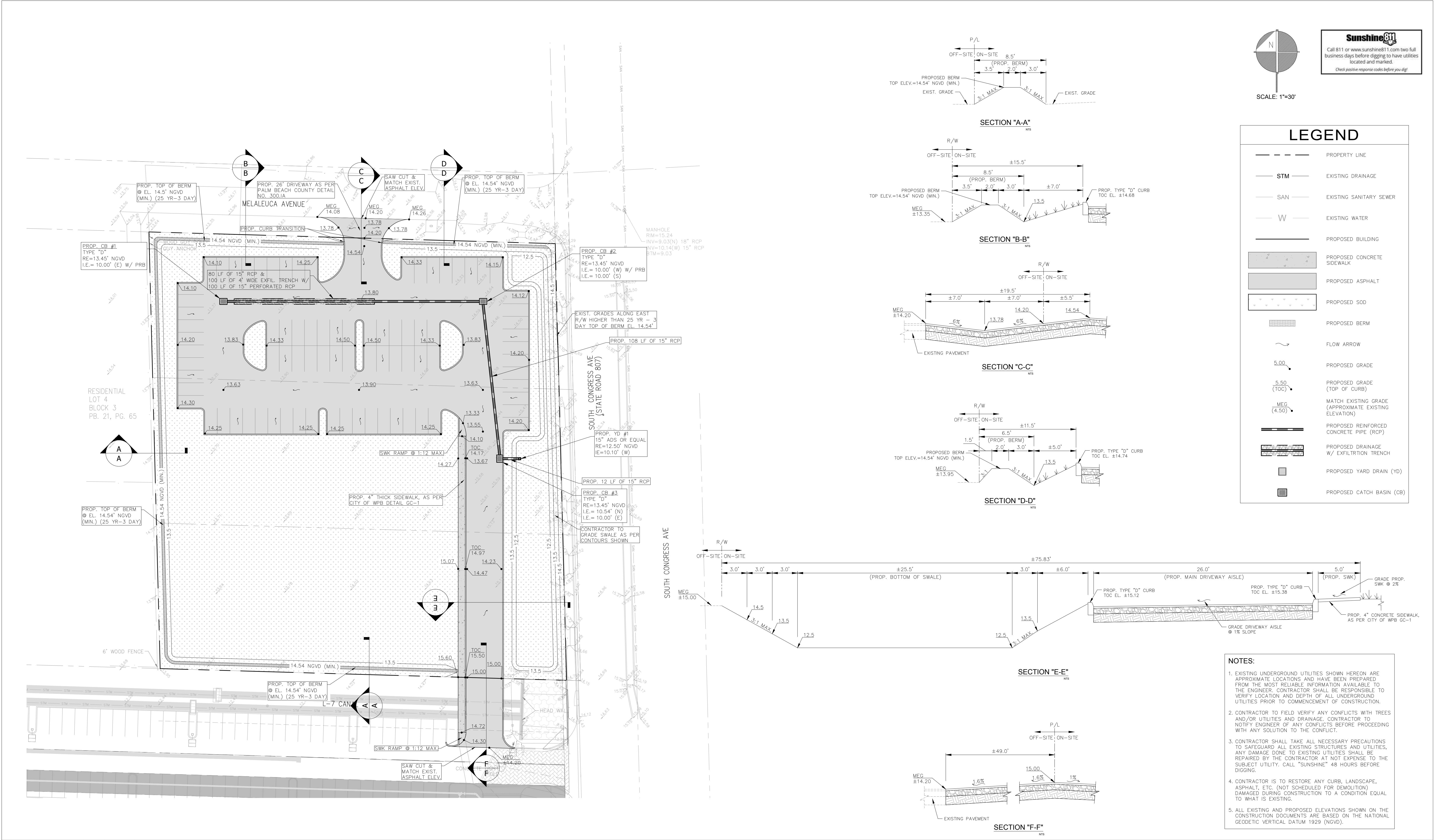
Oxygen Development
Temporary Parking Lot
Palm Springs, Florida
Landscape Plan



Date: 01.16
Project No.: 01-066.001
Designed By: EB
Drawn By: EB
Checked By: WT

Revision Dates:	
11.01.16	SUBMITTAL
04.24.17	RESUBMITTAL 1
01.01.17	RESUBMITTAL 2
01.01.17	RESUBMITTAL 3

LP-2
of 3



MR	7/9/17			
DESIGNED BY	DATE			
MG	7/9/17			
DRAWN BY	DATE			
MR	7/9/17			
CHECKED BY	DATE			
RR	7/9/17			
APPROVED BY	DATE	No.	DATE	REVISIONS

OXYGEN PARKING EXPANSION -
WEST PALM
1481 S CONGRESS AVE
WEST PALM BEACH, FLORIDA



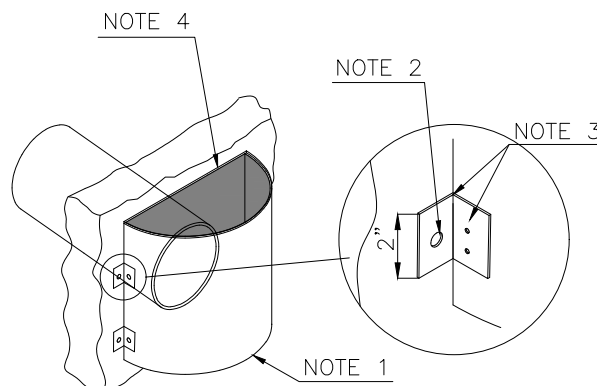
3325 S. UNIVERSITY DRIVE, SUITE 111
DAVIE, FLORIDA 33328
(954)318-0624 (954)358-0190 FAX
CERTIFICATE OF AUTHORIZATION No. 9808

ROBERT J. ROSS, P.E.
FLORIDA P.E. No. 59485
DATE: 7/9/2017

PAVING GRADING AND DRAINAGE PLAN

SCALE: 1"=30'

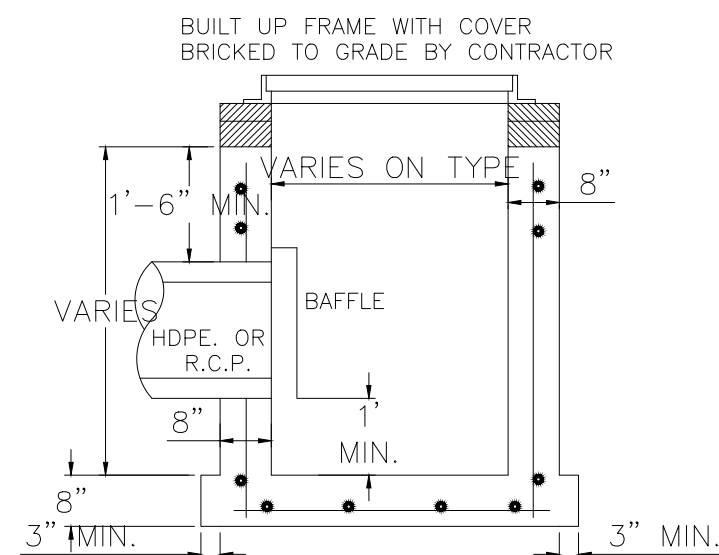
SHEET No. C-1



BAFFLE DETAIL BRACKET DETAIL

1. CONSTRUCTION TO BE IN ACCORDANCE WITH MIAMI DAD
COUNTY PUBLIC WORKS MANUAL OF STANDARD DETAILS
SD-1.3, SD-2.2 & SD-2.5.
2. C.B. FRAME ELEVATION SHALL BE 3" BELOW LOW POINT
3. PLASTIC FILTER FABRIC EACH SIDE OVERLAPPED
ON TOP SHALL BE USED IN SANDY AREAS AS NOTED
ON PLANS AND/OR AS DIRECTED BY THE ENGINEER.
4. WRAP AND SECURE SEMIBAND FILTER FABRIC AROUND
SOLID SECTION OF PIPE.

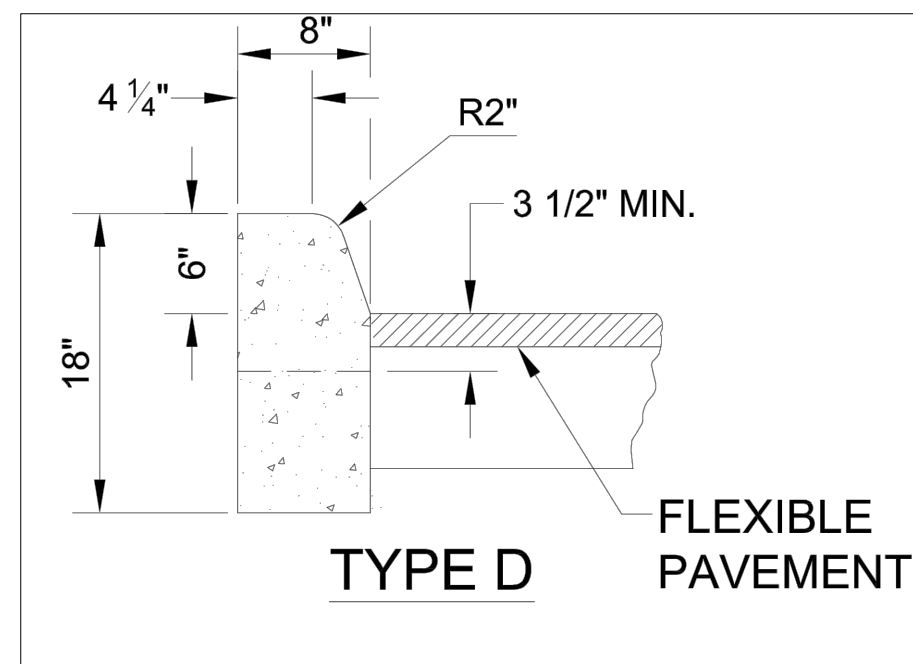
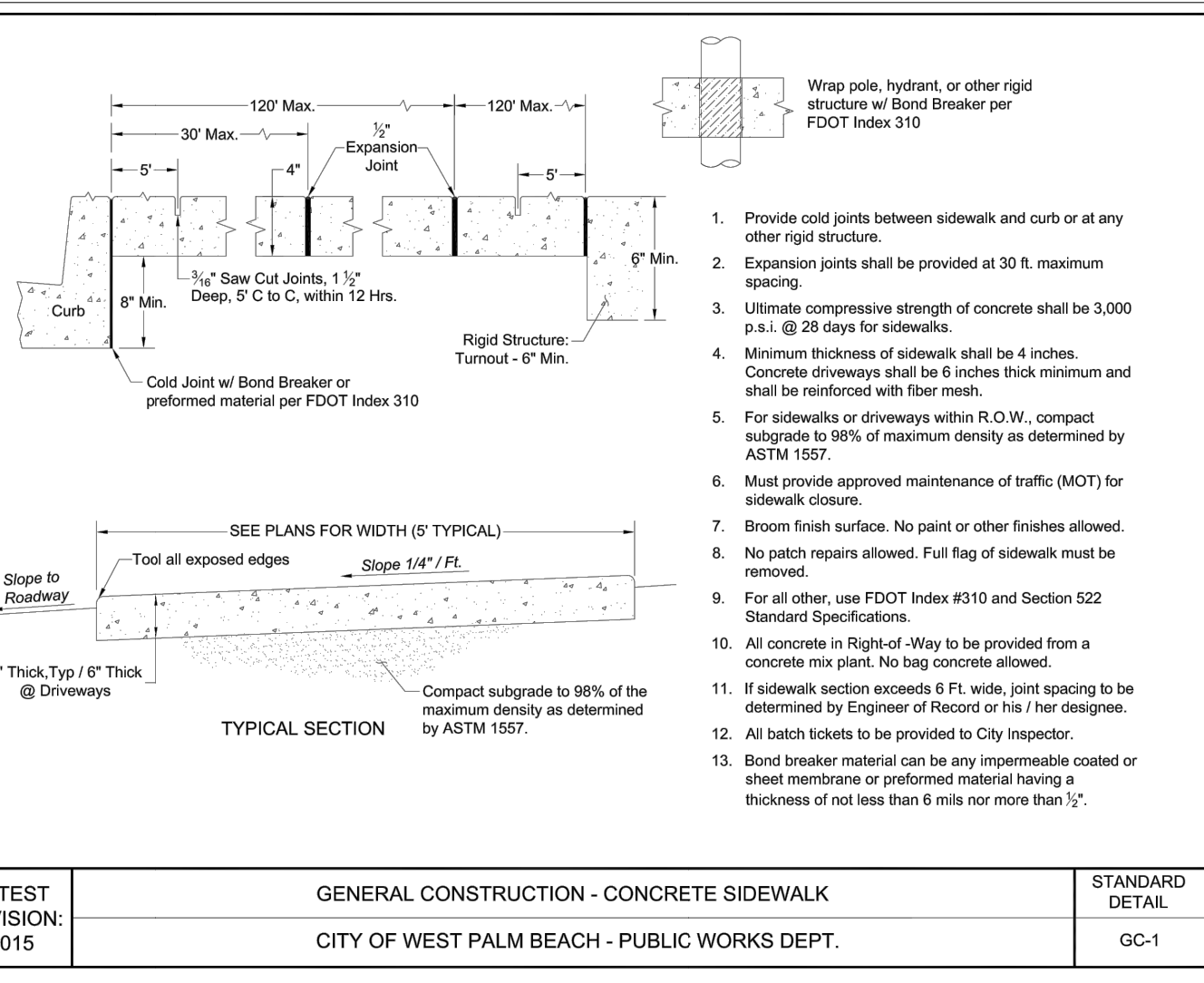
- NOTES
- 1) BAFFLE SHALL BE C.M.P. OR C.A.P. SECTION (OUTFALL DIAMETER PLUS 6").
 - 2) 1/2" GALV. WEDGE ANCHORS (ULT. PULLOUT 6000, ULT. SHEAR 5900.)
 - 3) WELD OR 2-3/8" THRU BOLTS
 - 4) BOLTED TO WALL WITH TOP CAPPED. (WATER TIGHT)



CATCH BASIN (USP 3-3.0)

- NOTES**
- 1) MINIMAL CONC. STRENGTH FOR ALL CATCH BASINS AND MANHOLE STRUCTURES SHALL BE 4000 PSI.
 - 2) CONTRACTOR IS RESPONSIBLE FOR FINAL ELEVATION AND LOCATION ADJUSTMENTS OF CATCH BASINS, GRATES, MANHOLES DUE TO FIELD CONSTRAINTS.
 - 3) THE 12" WEEP HOLE SHALL NOT BE USED IF THE BOTTOM OF THE INLET OR MANHOLE IS BELOW THE NORMAL WATER TABLE, UNLESS OTHERWISE SHOWN ON PLANS.

POLLUTION RETARDANT BASIN & BAFFLE DETAIL FOR NEW STORM SEWER



TYPE "D" CURB & GUTTER

MR	7/9/17			
DESIGNED BY	DATE			
MG	7/9/17			
DRAWN BY	DATE			
MR	7/9/17			
CHECKED BY	DATE			
RR	7/9/17			
APPROVED BY	DATE	No.	DATE	REVISIONS

RE
ROSS ENGINEERING, INC.

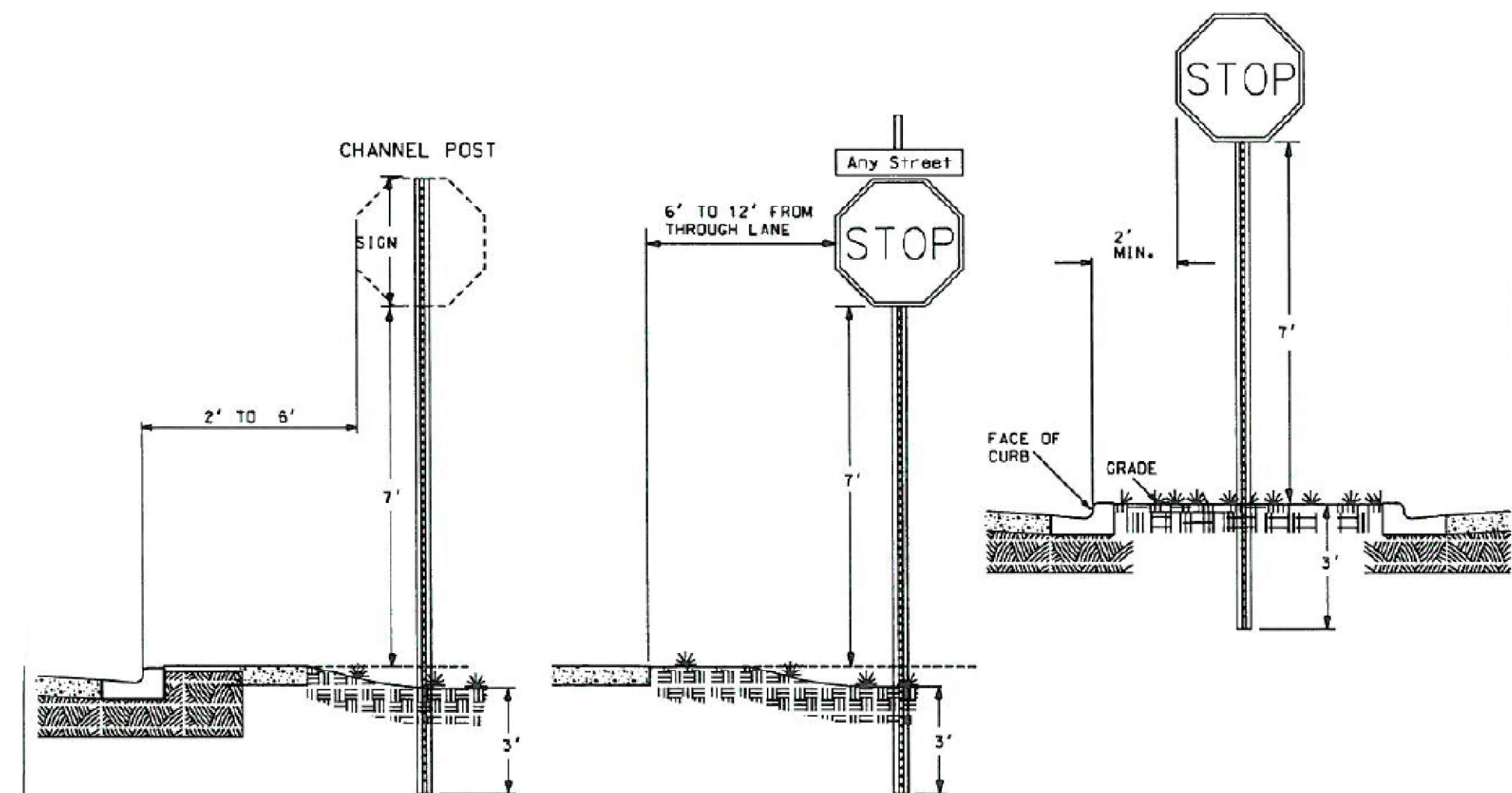
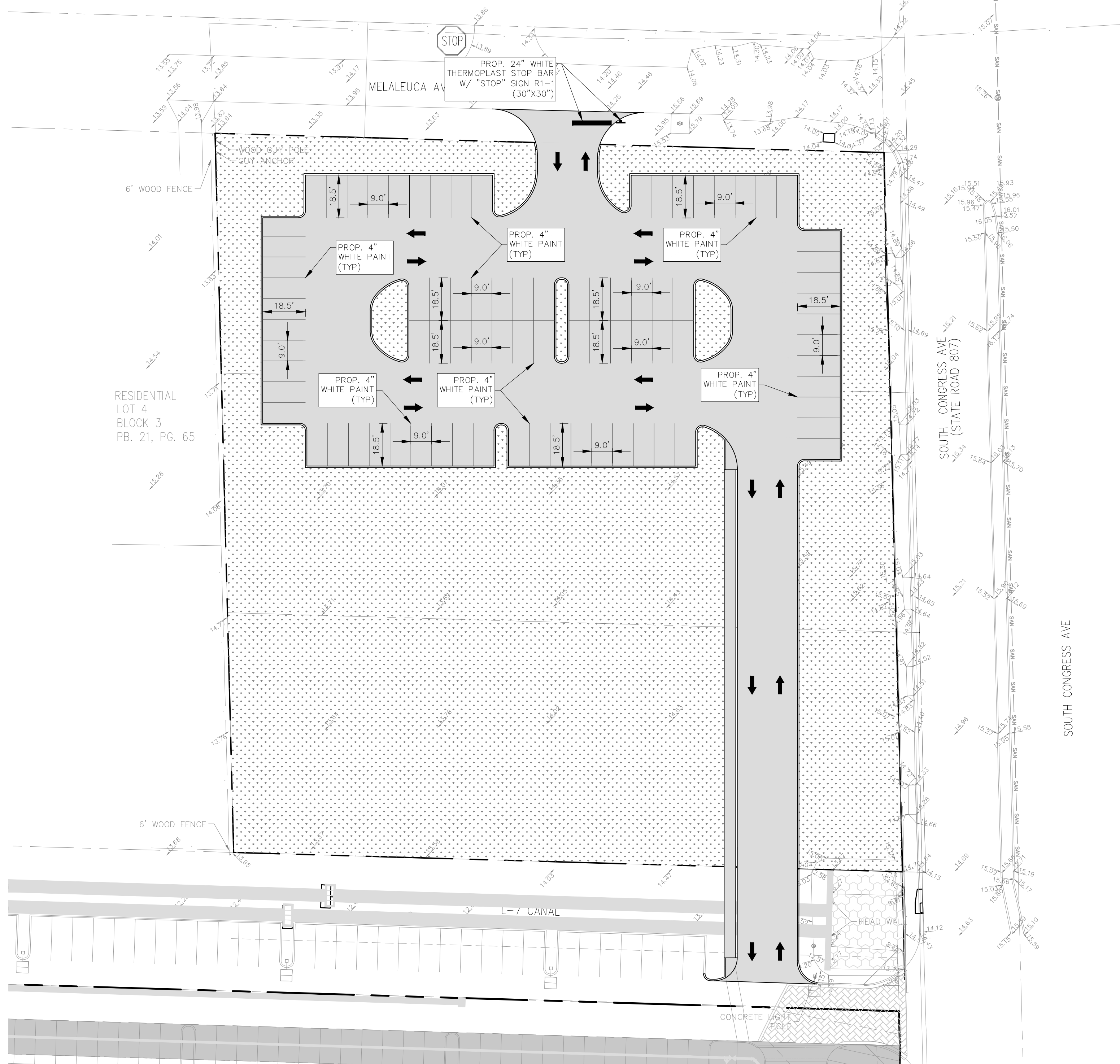
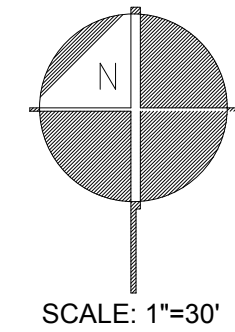
3325 S. UNIVERSITY DRIVE, SUITE 111
DAVIE, FLORIDA 33328
(954)318-0624 (954)358-0190 FAX
CERTIFICATE OF AUTHORIZATION No. 9808

ROBERT J. ROSS, P.E.
FLORIDA P.E. No. 59485
DATE: 7/9/2017

PAVING, GRADING & DRAINAGE DETAILS

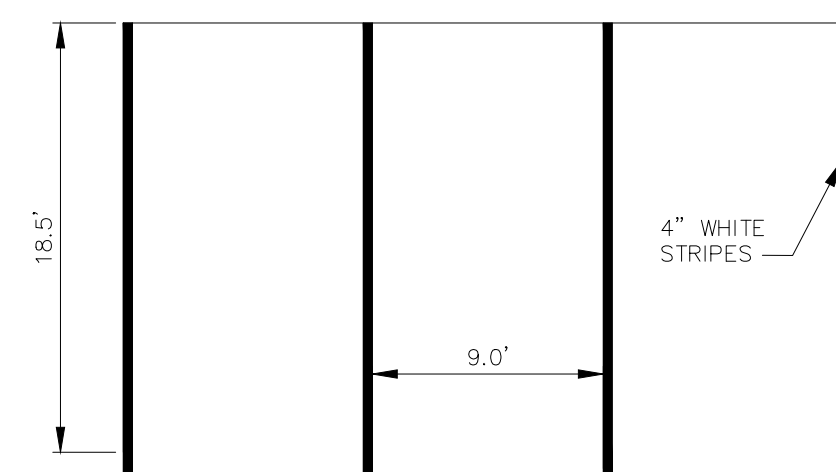
SCALE:

SHEET No. C-2



POST: Steel flanged channel post w/ baked green alkyl or galvanized finish per A.S.T.M.-A-123 t Min. weight: 3 lbs. per foot, 1/8" dia. holes, 1" apart top to bottom.

STOP SIGN DETAIL (SEE NOTE 1)
NTS



PARKING STALL (TYPICAL)
NTS

NOTE:
1. STOP SIGN DETAIL AS PER PALM BEACH COUNTY TRAFFIC DIVISION DRAWING T-P-17

MR	7/9/17			
DESIGNED BY	DATE			
MG	7/9/17			
DRAWN BY	DATE			
MR	7/9/17			
CHECKED BY	DATE			
RR	7/9/17			
APPROVED BY	DATE	No.	DATE	REVISIONS

OXYGEN PARKING EXPANSION -
WEST PALM
1481 S CONGRESS AVE
WEST PALM BEACH, FLORIDA



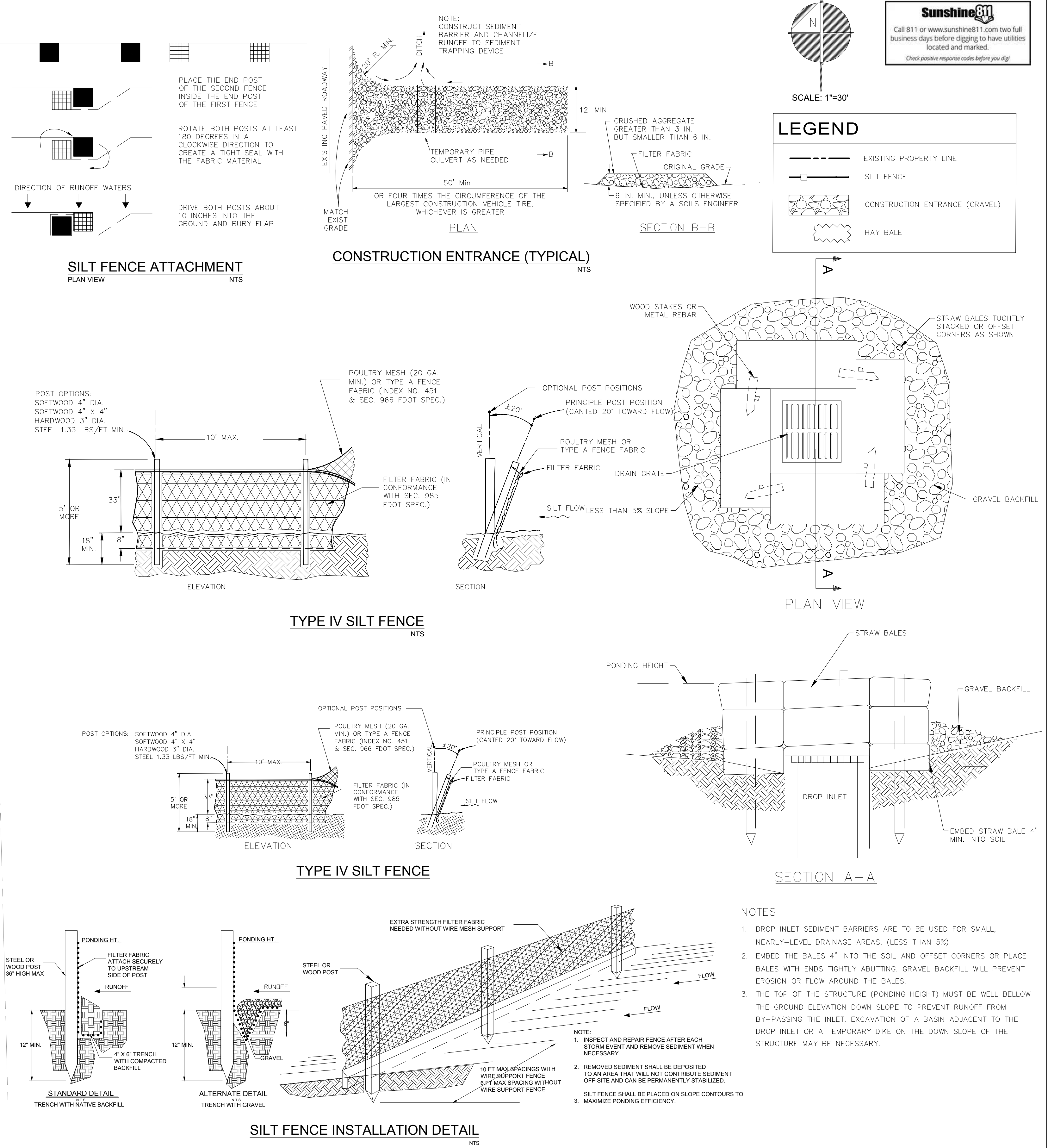
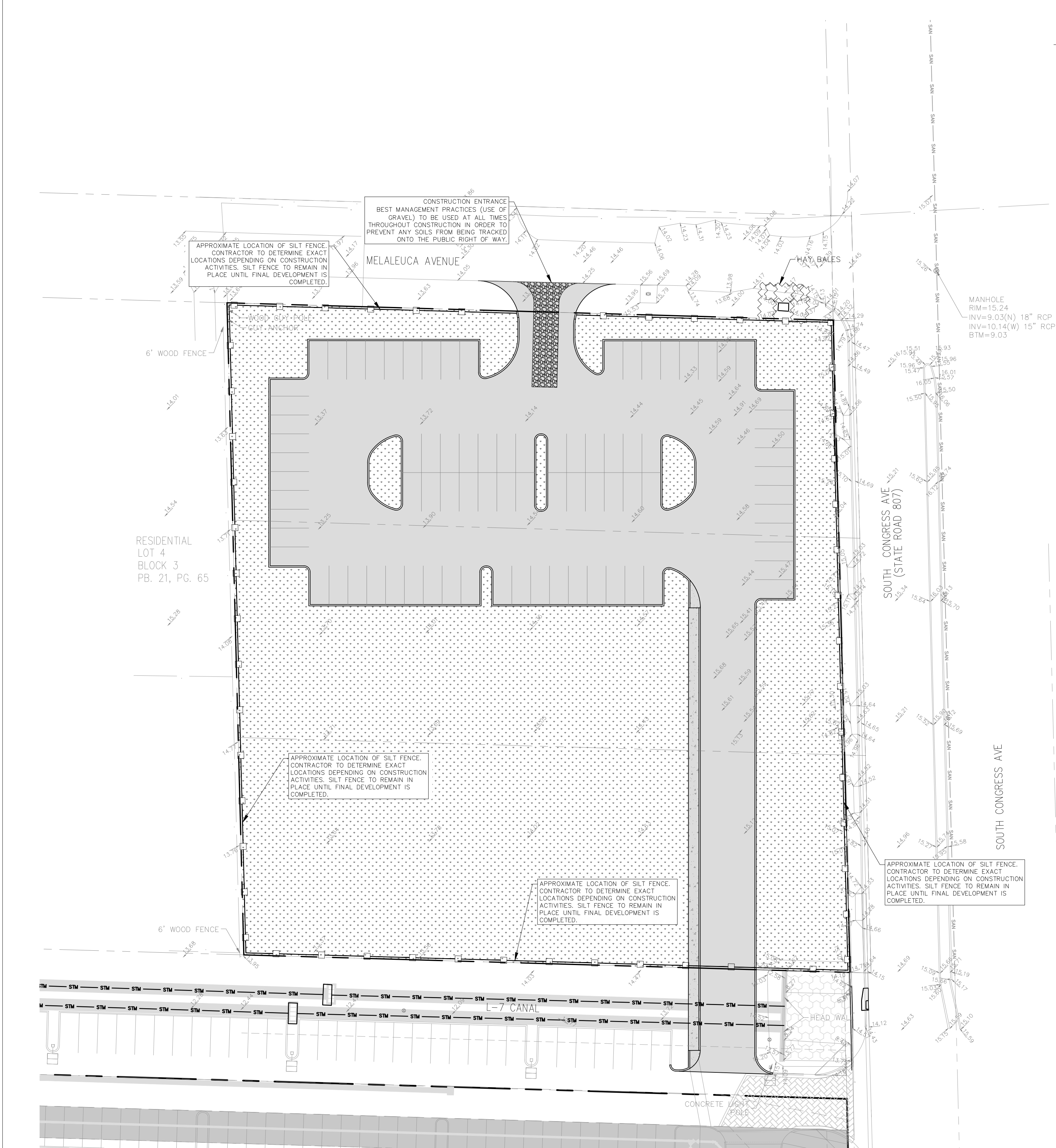
3325 S. UNIVERSITY DRIVE, SUITE 111
DAVIE, FLORIDA 33328
(954)318-0624 (954)358-0190 FAX
CERTIFICATE OF AUTHORIZATION No. 9808

ROBERT J. ROSS, P.E.
FLORIDA P.E. No. 59485
DATE: 7/9/2017

PAVEMENT MARKING AND SIGNAGE PLAN

SCALE: 1"=30'

SHEET No. C-3



MR	7/9/17			
DESIGNED BY	DATE			
MG	7/9/17			
DRAWN BY	DATE			
MR	7/9/17			
CHECKED BY	DATE			
RR	7/9/17			
APPROVED BY	DATE	No.	DATE	REVISIONS

OXYGEN PARKING EXPANSION -
WEST PALM
1481 S CONGRESS AVE
WEST PALM BEACH, FLORIDA



3325 S. UNIVERSITY DRIVE, SUITE 111
DAVIE, FLORIDA 33328
(954)318-0624 (954)358-0190 FAX
CERTIFICATE OF AUTHORIZATION No. 9808

ROBERT J. ROSS, P.E.
FLORIDA P.E. No. 59485
DATE: 7/9/2017

POLLUTION PREVENTION CONTROL PLAN

SCALE: 1"=30'

SHEET No. C-4

THE LAKE WORTH HERALD

Published Once a Week

Lake Worth, Palm Beach County, Florida

STATE OF FLORIDA
COUNTY OF PALM BEACH:

BEFORE the undersigned authority personally appeared MARK J EASTON, who on oath says that he is PRESIDENT of *The Lake Worth Herald*, a weekly newspaper published at Lake Worth in Palm Beach County, Florida; that the attached copy of advertisement, being a Legal Notice in the matter of

Village of Palm Springs Notice of public hearing will be held at Thursday, June 8, 6:30 p.m., in the Village Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, to consider Oxygen Development Temporary Use Parking Permit

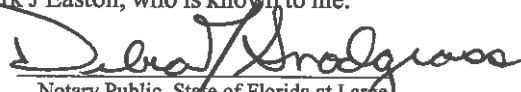
was published in said newspaper in the issue of

May 18, 2017

Affiant further says that the said *The Lake Worth Herald* is a newspaper published at Lake Worth, in said Palm Beach County, Florida, and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, each week and has been entered as second class mail matter at the post office in Lake Worth, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.


MARK J EASTON

SWORN TO AND SUBSCRIBED before me this 18th day of May, 2017, by Mark J Easton, who is known to me.


Notary Public, State of Florida at Large



DEBRA J SNODGRASS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF045522
Expires 9/18/2017

Legal Notice No. 31763

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Thursday, June 8, 2017 at 6:30 p.m. by the Village Council

In the Village Hall Council Chambers at 226 Cypress Lane, Palm Springs to consider an application submitted by Marty R.A. Minor agent for the owner "Oxygen Holdings, LLC" ("Applicant") for:

Oxygen Development - Temporary Use Permit - Parking

Oxygen Holdings, LLC is requesting a temporary use permit to allow eighty-nine (89) overflow grass parking spaces for employees on the vacant 2.05 acres located directly adjacent to and north of the existing manufacturing facility located at 1525 South Congress. The Applicant is requesting the temporary use for a 2-year period.

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application may be reviewed at the Village Clerk's Office.

If a person decides to appeal any decision made by the above Boards with respect to any matter considered at such hearings, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

VILLAGE OF PALM SPRINGS, FLORIDA

Publish: *The Lake Worth Herald*
May 18, 2017

**PROJECT NARRATIVE
TEMPORARY USE PERMIT REQUEST
FOR PARKING
AT OXYGEN DEVELOPMENT**

July 11, 2017



Please accept this request for a Temporary Use Permit for temporary parking on 2.05 acres directly adjacent (north) to the Oxygen Development site located at 1525 S. Congress Avenue. The requested temporary parking will be located on three (3) existing lots along South Congress Avenue.

**Urban Planning and Design
Landscape Architecture
Communication Graphics**

The requested temporary asphalt parking will serve help serve overflow parking to Oxygen Development several times a week. As indicated in the attached site plan, the subject 2.05 acres has been designed to accommodate 82 cars on an asphalt surface. The spaces will be located on the northern portion of the subject three lots as a future building in anticipated on the southern portion of the site. The provision of the asphalt surface will ensure the parking surface is maintained during its use. The 82 parking spaces provided will accommodate the anticipated overflow parking. If additional parking is needed, grass parking on the southern portion of the site could provide for it. However, it is anticipated that the actual use for the parking will be 30 to 40 vehicles two to three times a week. The need for additional temporary parking is expected to grow with time. It is anticipated that the temporary use would extend for 12 to 24 months. After that time, Oxygen Development plans on submitting plans to the Village for a building on the southern portion of the subject site which would be an expansion of the existing facilities.

Temporary access to the requested parking will be from the existing Oxygen Development parking lot. No access to the parking is proposed from South Congress Avenue nor Melaleuca Drive, with an exception of an emergency access from Melaleuca Drive. This emergency access will be gated with a Knox Box in order to allow access for emergency vehicles.

Landscape buffers, consistent with Village requirements, are proposed around the parking area. Trees, such as buttonwood, crape myrtle and southern live oaks, and sabal palms will be planted around the temporary parking area. Within the parking lot area, buttonwood and crape myrtle trees are proposed.

The site plan for the Oxygen Development light manufacturing facility was approved by the Village Council on February 26, 2009 through the adoption of Resolution No. 2008-87. The Oxygen Development site was constructed soon thereafter.

The subject parking location is currently vacant and owned by the applicant. The site has a Commercial future land use and CG (Commercial General) zoning designation. Properties to the north, east and south of the subject site also share these same designations within the Village. The property to the west of the subject site is located within unincorporated Palm Beach County and has a future land use designation of Commercial High with an underlying Low Residential-3 and a zoning district of Residential Medium.

**610 Clematis Street
Suite CU02
West Palm Beach, FL 33401
561.366.1100 561.366.1111 fax
www.udkstudios.com
LCC000035**

Oxygen Development

Temporary Parking Location

Legend





Oxygen Development

Temporary Parking Location

Legend



Village of Palm Springs

Off-Site Parking at Oxygen Development



Off-Site Parking

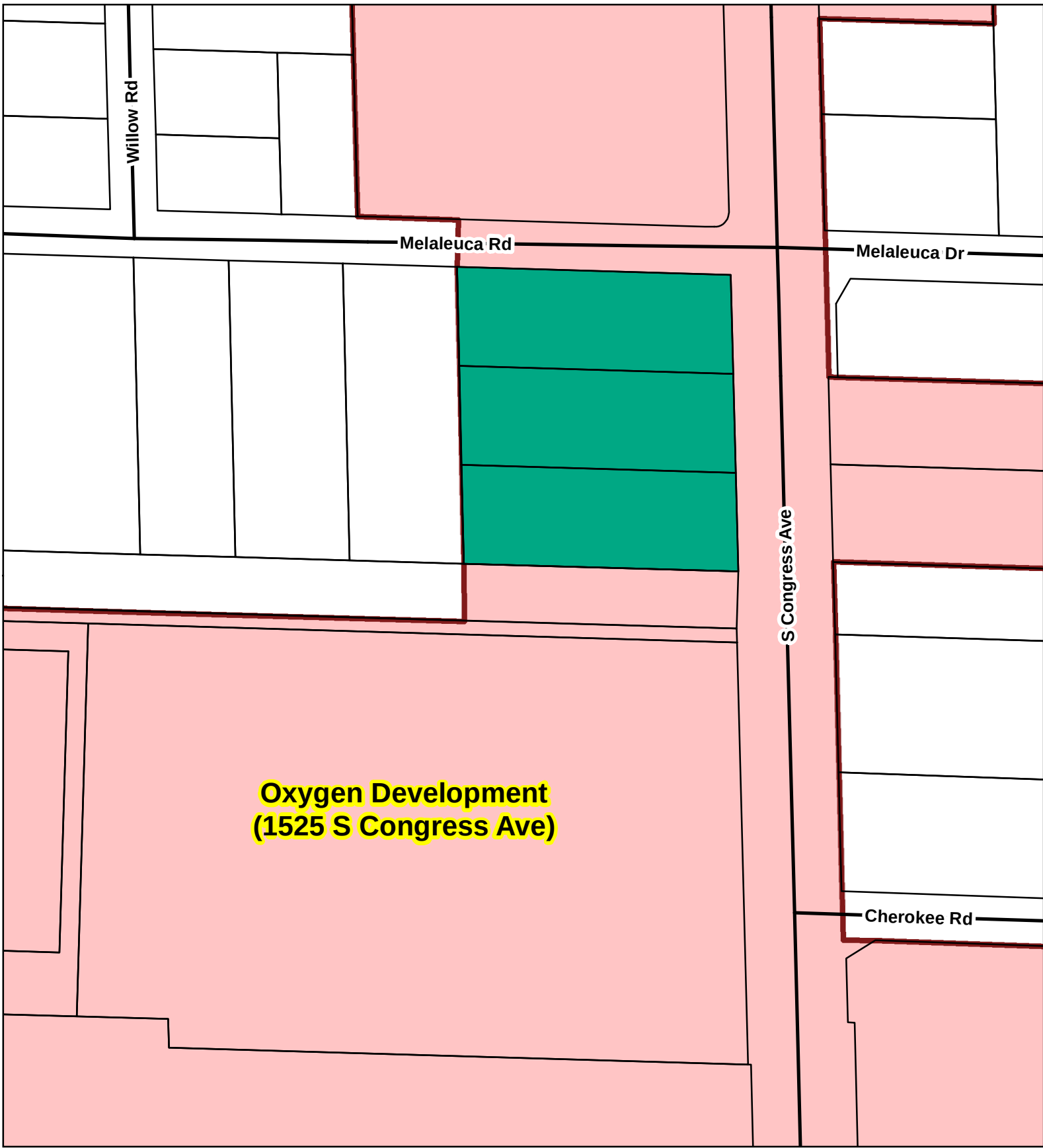
0 75 150 300 Feet

Date: 5/17/2017



Village of Palm Springs

Off-Site Parking at Oxygen Development



-  Off-Site Parking
-  Village Limits

0 75 150 300 Feet

Date: 5/17/2017



Sec. 34-895. - Temporary land uses in zoning districts.

- (a) *Applicability.* This section regulates principal activities and uses of real property that are not specifically allowed in a zoning district, but may be necessary or appropriate on a temporary basis.
- (b) *Generally.* This section provides for the orderly and effective management of temporary land uses not specifically allowed in a zoning district. Temporary uses are often found to be necessary and desirable for limited periods of time although they might not be in keeping with the intent and purpose of the zoning district if allowed on a long-term basis. This section provides for thorough administrative review of these special types of temporary land uses. These provisions are designed to allow certain reasonable temporary uses while minimizing adverse impacts upon the public health, safety and welfare and other authorized uses within a zoning district. All temporary uses authorized under this section shall be the principal use of the real property and shall not be an accessory use. Temporary, accessory uses are governed by section 34-829, Temporary licensing of certain uses. Further, auctions and sales events governed by section 34-884, Temporary short-term sales, shall not be authorized as temporary uses under this section.
- (c) *Permits.* Application for a temporary use permit shall be made to the land development director in accordance with the applications and procedures section set forth herein.
- (d) *Temporary uses.* Subject to any conditions that may reasonably be imposed by the land development director and/or the village council, a temporary use permit may be issued for such temporary, principal uses as a construction staging area; temporary off-site modular unit for redevelopment; parking lots; and, other temporary, principal uses. The foregoing list is not an exhaustive list.
- (e) *Application and procedures.*
 - (1) A property owner may submit an application to the land development director for a temporary use permit consistent with this section and pay the application fee as set forth by village resolution. The application fee for a temporary use permit shall be the same as the application fee for a temporary license granted under section 34-829. The application fee will be nonrefundable even if the application is denied. The application shall contain information describing the principal use for which a temporary use permit is being sought and the proposed length of such use. If the applicant is seeking any change to the physical layout or footprint of the site, a site plan or site plan amendment application shall be submitted with the application for temporary use permit. The land development director may request further information from the applicant as is necessary to fully understand the scope of the proposed temporary use and impacts to surrounding properties, facilities and infrastructure including, but not limited to, traffic flow and parking plans. Failure to provide such information may result in a denial of the application.
 - (2) Approval of a temporary use permit may be made contingent upon the property owner complying with specific statutory, building code and/or village code requirements regardless of whether such requirements are specifically applicable to the proposed temporary use. Further, approval of a temporary use permit may be made contingent upon the property owner providing a surety bond from a company with a Best's rating of AAA guaranteeing that the property will be restored to its original condition upon termination or expiration of the temporary use permit. The amount of the bond, if any, shall be determined by the land development director in his or her sole discretion. Approval of a temporary use permit shall be contingent upon the property owner signing a written agreement with the land development director regarding the temporary use, restrictions on such use and other terms and conditions as the village may reasonably determine necessary for its protection. If a surety bond is required, the requirements for the bond shall be addressed in the written agreement. The land development director is authorized to set forth in the written agreement a specific effective date and expiration date for the temporary use which shall not exceed two years. Failure to sign the written agreement with the land development director will be grounds for denial of the application.
 - (3) The approval authority for a temporary use permit application is the land development director if the application seeks a temporary use of 60 days or less. If a temporary use permit application seeks a temporary use which will exceed 60 days, the approval authority is the village council,

with due public notice prior to approval. Except for such shorter time limitations as may be specifically set by the land development director or village council, a temporary use permit authorized under this section shall not exceed a term of two years.

- (4) If a temporary use permit expires and the term of the temporary use permit was for less than two years, the property owner may submit an application to have the term of the temporary use permit extended. The application for extension shall be the same as the initial application for a temporary use permit and the same application fee shall be paid to the village. The extension application shall be reviewed by the land development director consistent with the conditions and requirements as the initial petition and approved by the same approval authority which approved the initial temporary use permit. The total term of a temporary use permit (including any extension thereof) shall not exceed two years. An extension will not be granted if the village terminated the temporary use permit due to a violation of the temporary use permit condition(s), the written agreement or applicable law.
- (f) *Temporary signs.* One or more temporary signs may be erected by a property owner who obtains a temporary use permit. Prior to erecting any such temporary sign(s), the property owner shall submit an application to the land development director for the temporary sign(s); pay the fee established by the village council; and, obtain a temporary sign permit from the land development director. The land development director may impose any and all reasonable conditions on such temporary signs including, but not limited to, requiring all such temporary signs to conform to all other sign requirements of this Code. Further, all such temporary signs must be installed at the real property designated in the temporary use permit and only advertise the permitted temporary use for said real property. The temporary sign or combination of temporary(s) shall be less than or equal to 32 square feet in total surface area. All temporary signs must be removed immediately upon the temporary use permit expiring or being terminated.
- (g) *Termination and remedies.*
 - (1) All temporary use permits are revocable. The land development director and/or village council (as applicable) may immediately revoke a temporary use permit, and refuse to grant future applications for a temporary use permit for real property, if there is a violation of any temporary use permit condition(s), the written agreement or applicable law. If a temporary use permit is revoked or upon the expiration of a temporary use permit, all use(s) of the property authorized under the temporary use permit must immediately cease and all use(s) of the property must immediately conform to the village code which may include, but is not limited to, additional actions by the property owner to reinstate the appearance of the property in a specific manner.
 - (2) The land development director reserves the right to revoke temporary use permits under this subsection which he or she originally approved and may revoke temporary use permits approved by the village council if the revocation of the temporary use permit is necessary for the immediate protection of public health, safety, welfare or to prevent the damage to personal property including property of the village. Further, if it becomes necessary in order to protect the public health, safety, welfare or to prevent the damage to any personal property, the land development director may also cause any and all utility connections necessary for the temporary use to be immediately disconnected along with the revocation of the temporary use permit. As time allows, the land development director shall endeavor to notify the property owner prior to revoking any temporary use permit and disconnecting any utility connections under this section. The village council reserves the right to revoke all temporary use permits approved under this section.
 - (3) The village may pursue any and all legal remedies without limitation against any property owner and/or occupant who violates the conditions of a temporary use permit, the written agreement and/or the applicable law including, but not limited to, code enforcement proceedings, other administrative proceedings; and/or injunctive relief. All actions taken by the village to enforce the provisions of this section shall subject the property owner and/or occupant to the reasonable costs incurred by the village in enforcing this section including, but not limited to attorney's fees and costs at all administrative, quasi-judicial, trial and appellate levels. Upon the issuance of an order from any board, special magistrate or court of competent jurisdiction awarding attorney's fees

and/or costs to the village, such attorney's fees and/or costs shall become a lien on the property, if unpaid after 30 days following the entry of the order.

- (4) Any owner who is granted a temporary use permit understands and agrees that the village's right to revoke and/or terminate the owner's temporary use permit as stated herein is absolute and shall not result in any inequity to the owner because of any authorized improvement(s) made by the owner to the property or any other expense incurred or paid by the owner for the temporary use. Accordingly, the right granted by a temporary use permit shall not be construed as an irrevocable right or license or a right or license coupled with an interest because of said improvement(s) or expenses of the owner.
- (h) *Prohibitions.* Nothing contained in this section shall permit or allow any adult entertainment or adult entertainment establishment to be authorized by temporary use permit.
- (i) *Transferability.* A temporary use permit shall only be issued to the current property owner and such permit shall not be assigned, conveyed or transferred to any third party or person without the prior written approval of the land development director or village council (as applicable).
- (j) *Appeal.* Any person or entity who applies for a temporary use permit and is denied by the land development director may appeal to the village council for a temporary use permit. Such appeal application shall be filed with the land development director within 30 days of the land development director's written denial. Any person or entity who applies for a temporary use permit and is denied by the village council may appeal the village council's decision to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the village council. An appeal shall be filed within 30 days of the village council's decision.
- (k) *Exemptions.* Authorized, temporary uses of village owned property shall be exempt from the requirements of this section.

(Ord. No. 2011-21, § 2, 1-26-2012)



Village of Palm Springs

Executive Brief

AGENDA DATE: August 10, 2017

DEPARTMENT: Land Development

ITEM #12: Temporary Use Permit - Sales Trailer - Preston Square (formerly Tonset) - 2406 South Congress Avenue

SUMMARY: Mr. Bill DuMond, agent for Pulte Home Company, is requesting a temporary use permit to allow a temporary sales center and parking lot to be installed/constructed on the 18.92-acre that is currently being developed as the Preston Square residential town-home project, located at 2406 South Congress Avenue. In an effort to begin the sales process, the applicant is requesting that a 2,100 square foot trailer be utilized as a sales center for the 164 fee-simple townhouse units that are currently under construction. The proposed location for the sales center is Lots 127-132 (Building 28) on the previously approved site plan (Resolution 2016-75 - November 10, 2016) and final plat (Resolution 2017-22 - May 11, 2017)

If approved, the trailer will be required to connect to utilities, provide a temporary asphalt parking lot consisting of ten (10) spaces as well as perimeter landscaping and lighting.

Note: Section 34-895 - Village Code - Temporary land uses in zoning districts.- provides that the Village Council may grant approval for temporary, principal uses of land that are not specifically allowed by the zoning district, such as off-site parking. A temporary use permit may not exceed two (2) years and is not renewable.

The new Preston Square residential development is currently being constructed. As a result, staff recommends approval of the proposed two (2) year Temporary Use permit to support a temporary sales office until a model unit is built to serve as Pulte's sales office.

FISCAL IMPACT:

The proposed request does not have a fiscal impact to the Village.

ATTACHMENTS:

1. Proposed Temporary Use Permit Agreement - Pulte Home Company
2. Site Plan and Landscape Plan (Exhibit "B" to Agreement)
3. Advertisement - Lake Worth Herald - August 3, 2017
4. Applicant Temporary Use Narrative
5. Sales Trailer Photograph
6. Aerial and Location Maps
7. Sec. 34-895 Temporary Land Uses in Zoning Districts - Land Development

Temporary Use Permit Agreement

THIS TEMPORARY USE PERMIT AGREEMENT ("License") is made this ____ day of _____, 2017, by and between the VILLAGE OF PALM SPRINGS, FLORIDA, a municipal corporation, ("Village") by and through the authority of its Land Development Director, with its principal address at 226 Cypress Lane, Palm Springs, FL 33461; and PULTE HOME COMPANY, LLC, a Michigan limited liability company with its principal address at 4400 PGA Boulevard, Suite 700, Palm Beach Gardens, Florida 33410 ("Licensee").

RECITALS

WHEREAS, Licensee owns property located at 2406 South Congress Avenue, Palm Springs, Florida ("Property") described in Exhibit "A" attached hereto and incorporated herein; and

WHEREAS, currently the Property is being improved as a residential planned development with 164 fee-simple townhomes and amenities; and

WHEREAS, Licensee desires to utilize a temporary trailer as a sales office for the townhomes; and

WHEREAS, the Property is located within the incorporated limits of the Village of Palm Springs, Florida; and

WHEREAS, the Licensee has requested that the Village license the use of the Property for a temporary sales office on a portion of the Property; and

WHEREAS, the use of the Property for real estate sales office is not a permitted or special exception use in the RM district in which the Property is located; and

WHEREAS, Village Code Section 34-895 authorizes the Village Council, for good cause shown, to grant a temporary use permit for certain principal uses, not to exceed two (2) years from the approval date; and

WHEREAS, Village Code Section 34-895(e)(3) requires the Village Council be the approval authority after due public notice for any proposed temporary use that exceeds sixty (60) days; and

WHEREAS, the Village Council has determined that granting a temporary use permit to the Licensee under the terms and conditions of Village Code Section 34-895 and this Agreement serve a valid public purpose and is in the best interest of the Village.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. FINDINGS

1.1 The foregoing recitals are incorporated herein as true and correct findings of fact.

2. TEMPORARY PERMITTED PREMISES AND LAND USE

2.1 In accordance with the provisions of Village Code Section 34-895, the Village by and through the authority of its Village Council hereby grants Licensee a temporary, revocable permit which authorizes Licensee to utilize the Property for the sole use as described herein. No other interest or right to use the Property is granted to Licensee under this License. The temporary use permit is revocable as provided in Village Code Section 34-895.

3. TERM AND EFFECTIVE DATE

3.1 The term of this Temporary Use Permit under this Agreement is limited to two (2) years. The term shall commence on August 18, 2017 (“Commencement Date”) and shall terminate on August 18, 2019. This Agreement and the permit shall become effective upon approval by the Village Council. At the conclusion of the two-year term, the temporary permitted use of the Property shall expire and the Licensee shall terminate such use. Termination of such use shall not be deemed complete until the trailer, along with all appurtenances and the parking area, has been completely removed from the property. Failure to terminate the temporary use shall be grounds for default and subject the Licensee to appropriate legal action including mandatory injunctive relief and the reasonable costs incurred by the Village in enforcing this Agreement including attorney’s fees at all administrative, trial and appellate levels. Pursuant to Village Code Section 34-895, upon issuance of a court order from a court of competent jurisdiction awarding attorney’s fees and/or costs, such costs shall become a lien on the property, if unpaid after thirty (30) days following the entry of the order.

4. LICENSE CONDITIONS

4.1 Licensee shall adhere to the following conditions as a part of this License Agreement.

1. A 2,100 square foot temporary trailer and temporary parking area may be installed on the Property, within the area proposed for Building 28 (Lots 127-132), to serve as a sales office. The temporary sales office and parking lot shall be complimented with landscaping and be served by temporary utility connections. Proposed improvements are depicted on plans in Exhibit “B”, attached hereto and incorporated herein.
2. The temporary trailer shall be secured with tie-downs/ground anchors, prior to utilization, which necessitates a building permit.
3. A skirt or temporary screen shall be provided around the base of the trailer.

4. Temporary landscaping shall be installed around the base of the trailer and perimeter of the parking area. All mechanical equipment, including the septic holding tank, shall be screened from view with landscaping.
5. Temporary utility connections shall be completed prior to occupancy/use and require Village permits:
 - a. Temporary potable water connection may be made via a fire hydrant, but in no case shall the hydrant be used for more than six (6) months, after which time the temporary trailer must be connected to a potable water line.
 - b. Temporary sanitary sewer connection may be made via a portable 250 gallon septic holding tank. Sewage shall be pumped from the tank at least once per week. In no case shall the septic tank be used for more than one (1) year, after which time the temporary trailer must be connected to a sanitary sewer line.
 - c. Temporary electric service shall be provided via an underground line, and is subject to FPL approval. A temporary generator is not allowed as the electric source.
 - d. Temporary irrigation shall be provided for the temporary landscaping, and may utilize the lake as a temporary water source.
 - e. Temporary light poles shall be installed to ensure adequate lighting of parking area.
6. The Applicant may be required to undertake additional security measures, based on the number of complaints or calls for service for incidents at the premises, as determined by the Police Chief. Such additional security measures, as approved by the Police Chief, may include provisions of on-site security at the operator's sole expense.
7. The sales office trailer shall only be utilized during normal business hours. Licensee is responsible for securing the premises.
8. The sales trailer shall be accommodated with ADA-compliant ramps.
9. Safe vehicular access from Lark Road shall be provided in the form of a paved road to the sales office, constructed per Village approved Utility/Civil Plans with a minimum of first lift of asphalt.
10. The temporary sales office shall be served with a temporary, asphalt parking lot consisting of ten (10) parking stalls, including two (2) handicap spaces.

5. INDEMNIFICATION

5.1 To the fullest extent permitted by laws and regulations, Licensee shall indemnify, defend, save and hold harmless, Village, its officers, agents and employees from any and all claims, damages, losses, liabilities and expenses, pertaining to or arising out of the temporary use permitted under this Agreement and pertaining to or arising out of the use and/or occupancy of the Property by Licensee or any of its subcontractors, agents, officers, employees, independent contractors, invitees or guests. Licensee shall

pay all losses, claims, liens, settlements, or judgments of any nature whatsoever in connection with the foregoing indemnification, including but not limited to, reasonable attorney's fees (including appellate attorneys' fees and costs). All costs and fees associated with any such defense shall be the responsibility of Licensee. Nothing contained herein is intended nor shall it be construed to waive the Village's rights and immunities under the common law or Florida Statute 768.28, as amended from time to time.

5.2 The Licensee's obligation to indemnify, defend, and pay for the defense, or at the Village's option, to participate and associate with the Village in the defense and trial of any claim and related settlement negotiations, shall be triggered by the Village's notice of claim for indemnification to Licensee. Licensee's inability to evaluate liability or its evaluation of liability, shall not excuse the Licensee's duty to defend and indemnify within 7 days after such notice is given by the Village. Only an adjudication or judgment after the highest appeal is exhausted, specifically finding the Village solely negligent, shall excuse performance of this provision by Licensee. Licensee shall pay all costs and fees related to this obligation and its enforcement by the Village. The Village's failure to notify the Licensee of a claim shall not release the Licensee of the above duty to defend and indemnify.

6. INTEGRATION

6.1 It is agreed and understood that this License contains all agreements, promises and understandings between the Village and Licensee and as to the temporary use of the Property (as described herein) and that no verbal or oral agreements, promises or understandings shall be binding upon either Village or Licensee in any dispute, controversy or proceeding at law, and any addition, variation or modification to this License shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of this License is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this License. The failure of a Party to insist upon strict performance of any of the terms or conditions of this License or to exercise any of its rights under this License shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this License, in law or in equity.

7. GOVERNING LAW

7.1 This License and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this License shall be in Palm Beach County, Florida. **Further, if for any reason a claim, dispute or controversy is not resolved by the parties, the parties irrevocably and voluntarily agree to waive any right to a trial by jury in respect to any such claim, dispute or controversy.**

8. ASSIGNMENT

8.1 This License is personal to Licensee and may not be sold, assigned or transferred by Licensee or any other person or entity.

9.1 All notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by nationally recognized overnight mail courier, addressed as follows (or any other address that the party to be notified may have designated to the sender by like notice):

Village: The Village of Palm Springs, Florida
Attention: Richard J. Reade, Village Manager
226 Cypress Lane
Palm Springs, Florida 33461

With a mandatory copy to:

The Village of Palm Springs, Florida
Attention: Glen Torcivia, Village Attorney
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

Licensee: Pulte Home Company
4400 PGA Boulevard Suite 700
Palm Beach Gardens, Florida 33410

10.1 During the term of this License, the Licensee shall maintain the Property in compliance with this License, the Village Code, and all applicable governmental laws, rules, regulations, statutes, ordinances, resolutions, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively “Laws”). Licensee shall, with respect to the condition of the Property and at the Licensee’s sole cost and expense, comply with (a) all laws relating solely to Licensee’s specific and unique nature of use of the Property; and (b) all building codes requiring modifications to the Property due to the use of the Property and any improvements to be made by the Licensee in and upon the Property.

11.1 The provisions of this Agreement relating to indemnification shall survive and termination or expiration of this Agreement. Additionally, any provisions of this Agreement which require performance subsequent to the termination or expiration of this Agreement shall also survive such termination or expiration.

12. CAPTIONS

- 12.1** The captions contained in this Agreement are inserted for convenience only and are not intended to be part of this Agreement.

13. ATTORNEY'S FEES

- 13.1** It is the understanding of the parties that if legal action is required to enforce this Agreement, the prevailing party will be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party is awarded.

14. TERMINATION FOR DEFAULT

- 14.1** In the event that the Licensee is found to be in violation of any part of the Village Code or any other applicable Laws for the Property or any other property owned by the Licensee in the Village, in a code enforcement proceeding of a Special Magistrate for the Village, or in a stipulated agreement, or in a court of competent jurisdiction, the Village shall give thirty (30) calendar days notice to the Licensee that the Licensee is in default. In the event the Licensee fails to correct the conditions of default, or the default is not remedied to the satisfaction of the Village within said thirty (30) calendar days, the Village shall have all legal remedies available to it, including, but not limited to, the termination of this Agreement, in which case, the Village shall be entitled to recover its attorney's fees and costs, and any and all damages permitted by law arising from the default. A breach of this Agreement by Licensee may be enforced in code enforcement proceedings brought by the Village and the Special Magistrate is hereby authorized to order the immediate cessation of the temporary permitted use, and other code violations and to award the Village all legal and equitable relief to which the Magistrate shall determine is just and appropriate. Notwithstanding the foregoing, this Agreement is a contract, which may also be enforced in a court of law. The Village has no liability for damages or anticipated profits for business losses or other damages caused by the termination of this Temporary Use Permit Agreement in the event of a default.
- 14.2** The parties hereto agree that the Village's right to terminate this Agreement as stated herein is absolute and shall not result in any inequity to Licensee because of any authorized improvements by Licensee to the Facilities for the use licensed herein. Accordingly, this Agreement shall not be construed as an irrevocable license or a license coupled with an interest because of said improvements. Termination shall also be subject to Section 34-895(g) of the Village Code.
- 14.3** The parties hereto agree that the Village and the public will be irreparably damaged if the terms and conditions of this Agreement are not adhered to and specifically enforced. Therefore, in the event of a violation or threatened violation by the Agreement, then the Village shall be entitled to all the rights and remedies, including but not limited to injunctive relief, restraining such violation without being required to show any actual damage, irreparable harm, or to post any bond or other security.

15. TIME

15.1 Time is expressly declared to be of the essence of this Temporary Use Permit Agreement.

16. RIGHTS OF OTHERS

16.1 Nothing contained herein, whether express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties hereto and their respective administrators and legal representatives, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third person to any party to this Agreement nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

17. PREPARATION

17.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

18. COUNTERPARTS

18.1 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

THE VILLAGE OF PALM SPRINGS

BY: _____
Bev Smith, Mayor

ATTEST:

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

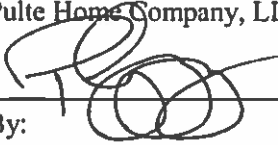
BY: _____
Kimberly M. Wynn, Village Clerk

Glen Torcivia, Village Attorney

7/24/17

LICENSEE:

Pulte Home Company, LLC

By: 

PATRICK A. GONZALEZ

Vice President
Land Development

(Corporate Seal)

WITNESSES:

By: 

By: 

7/24/17

EXHIBIT “A”
Property Description

PCNs: 70-43-44-17-05-003-0130, 70-43-44-17-05-005-0051,
70-43-44-17-05-004-0042, and 70-43-44-17-05-004-0041

LEGAL DESCRIPTION

(PARCEL A)

LOTS 13 TO 18, INCLUSIVE, BLOCK 3; LOTS 4 TO 13, INCLUSIVE, LOTS 15 TO 20, INCLUSIVE, AND THE SOUTH 69 FEET OF LOT 3, BLOCK 4; AND LOT 5, LESS THE SOUTH 140 FEET THEREOF, BLOCK 5; ALL IN BERMUDA PARK ADDITION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 50, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH THE LAND DESIGNATED AS LANE B ON SAID PLAT, WHICH WAS ABANDONED BY RESOLUTION NO. R-83-90 OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, RECORDED IN OFFICIAL RECORDS BOOK 3875, PAGE 1892.

LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE STATE OF FLORIDA FOR THE RIGHT OF WAY OF STATE ROAD 807 BY THE DEED RECORDED IN OFFICIAL RECORDS BOOK 876, PAGE 328, AND THAT PORTION TAKEN FOR SAID RIGHT OF WAY AS SHOWN IN ROAD PLAT BOOK 3, PAGE 32, ALL IN THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

ALSO LESS AND EXCEPT THAT PORTION THEREOF CONVEYED TO THE COUNTY OF PALM BEACH FOR THE RIGHT OF WAY OF LARK ROAD BY THE DEED RECORDED IN OFFICIAL RECORDS BOOK 2597, PAGE 473, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

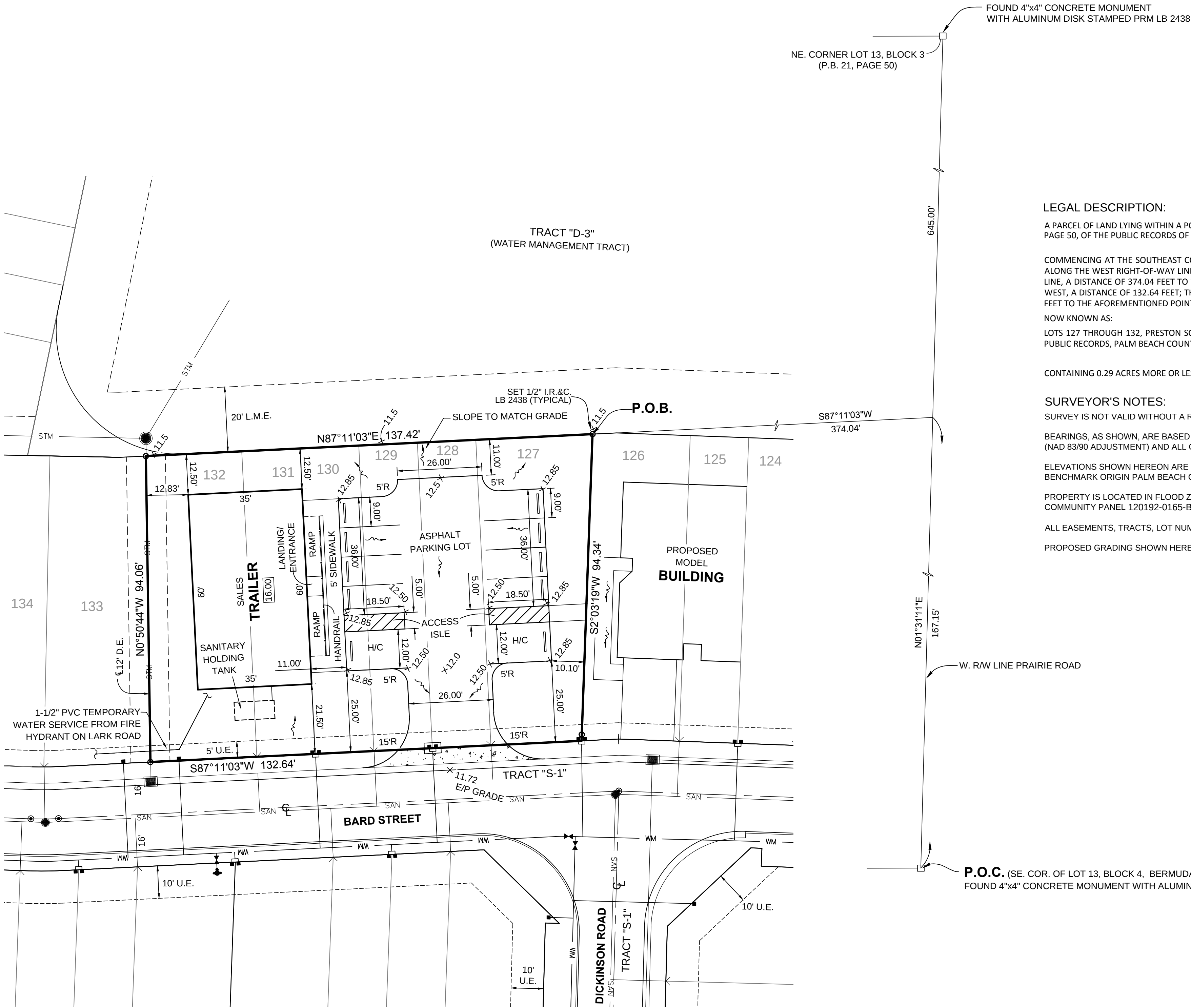
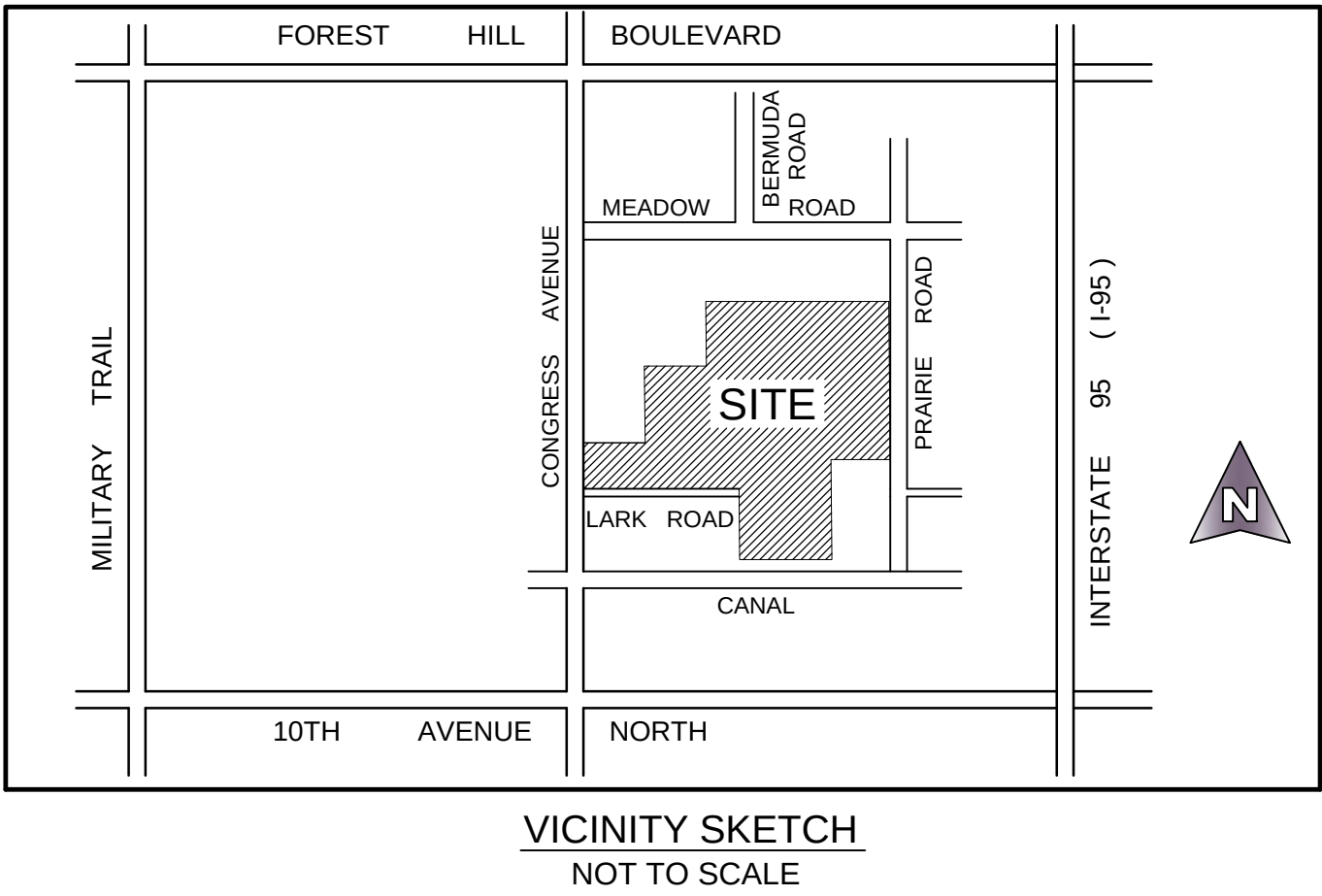
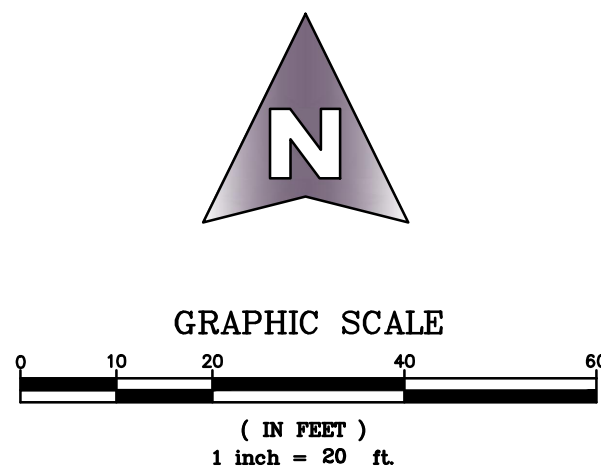
(PARCEL B)

THE SOUTH 140 FEET OF LOT 5, AND ALL OF LOTS 6 AND 7 IN BLOCK 5 OF BERMUDA PARK ADDITION NO. 1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 21, PAGE 50, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Together with abandoned right-of-way, formerly known as the terminus of Lark Road.

EXHIBIT “B”
Proposed Plans for Temporary Improvements

TEMPORARY SALES CENTER AT PRESTON SQUARE
PORTION OF SECTION 17, TOWNSHIP 44 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA.



LEGAL DESCRIPTION:

A PARCEL OF LAND LYING WITHIN A PORTION OF BERMUDA PARK ADDITION NO. 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGE 50, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 13, BLOCK 4, OF SAID PLAT OF BERMUDA PARK ADDITION NO. 1; THENCE NORTH 01°31'11" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF PRAIRIE ROAD, A DISTANCE OF 167.15 FEET; THENCE SOUTH 87°11'03" WEST DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 374.04 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 2°03'19" WEST, A DISTANCE OF 94.34 FEET; THENCE SOUTH 87°11'03" WEST, A DISTANCE OF 132.64 FEET; THENCE NORTH 0°50'44" WEST, A DISTANCE OF 94.06 FEET, THENCE NORTH 87°11'03" EAST, A DISTANCE OF 137.42 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

NOW KNOWN AS:

LOTS 127 THROUGH 132, PRESTON SQUARE, ACORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 123, PAGES 152 THROUGH 157, INCLUSIVE, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA.

CONTAINING 0.29 ACRES MORE OR LESS

SURVEYOR'S NOTES:

SURVEY IS NOT VALID WITHOUT A RAISED SEAL.

BEARINGS, AS SHOWN, ARE BASED ON THE PLATTED WEST R/W LINE OF PRAIRIE ROAD HAVING A GRID BEARING OF N 01°31'11" E (NAD 83/90 ADJUSTMENT) AND ALL OTHER BEARINGS ARE RELATIVE THERETO.

ELEVATIONS SHOWN HEREON ARE NAVD 88 DATUM.
BENCHMARK ORIGIN PALM BEACH COUNTY VERTICAL CONTROL STATION "CON-29" BRASS DISK ELEVATION = 12.44 (NAVD 88)

PROPERTY IS LOCATED IN FLOOD ZONE "A-7 (EL 12.00) AND ZONE "B"; FEMA FLOOD INSURANCE RATE MAP COMMUNITY PANEL 120192-0165-B, DATE OF LAST REVISION: 10/15/1982.

ALL EASEMENTS, TRACTS, LOT NUMBERS, ROADS, UTILITIES AND IMPROVEMENTS SHOWN HEREON ARE PROPOSED.

PROPOSED GRADING SHOWN HEREON BY OTHERS.

LEGEND

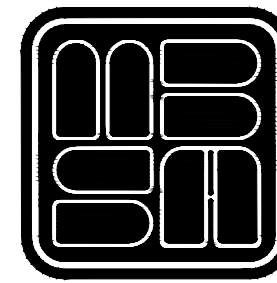
- R/W = RIGHT-OF-WAY
ASPH. = ASPHALT
CONC. = CONCRETE
CL = CENTERLINE
O.R.B. = OFFICIAL RECORDS BOOK
P.B. = PLAT BOOK
L.M.E. = LAKE MAINTENANCE EASEMENT
U.E. = UTILITY EASEMENT
D.E. = DRAINAGE EASEMENT
WV = WATER VALVE
FH = FIRE HYDRANT
SM = SANITARY MANHOLE
CB = CATCH BASIN
STMH = STORM MANHOLE
SAN = SANITARY PIPE
STM = STORM PIPE
WM = WATER MAIN
DWS = DOUBLE WATER SERVICE
SWS = SINGLE WATER SERVICE

THE BOUNDARY SURVEY PROVIDED HEREON MEETS THE REQUIREMENTS AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PER CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE AND THE STANDARDS OF PRACTICE PURSUANT TO CHAPTER 472 FLORIDA STATUTES.

UNLESS THIS DOCUMENT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

DATE OF SIGNATURE: _____
CRAIG S. PUSEY
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5019

DATE OF LAST FIELD WORK: 4/05/17



MICHAEL B. SCHORAH & ASSOCIATES, INC.

1850 Forest Hill Boulevard, Suite 206
West Palm Beach, Florida 33406
Phone (561) 968-0080 Fax. (561) 642-9726

FIELD	XXX	FIELD BOOK	XXX	SCALE	1" = 20'	SHEET NO.	1
CHECKED	C.S.P.	PAGE	ELECT	CADD FILE	DATE	OF 1	
DRAWN	R.A.B.	1683_SALES	TRLR	MAY, 2017			

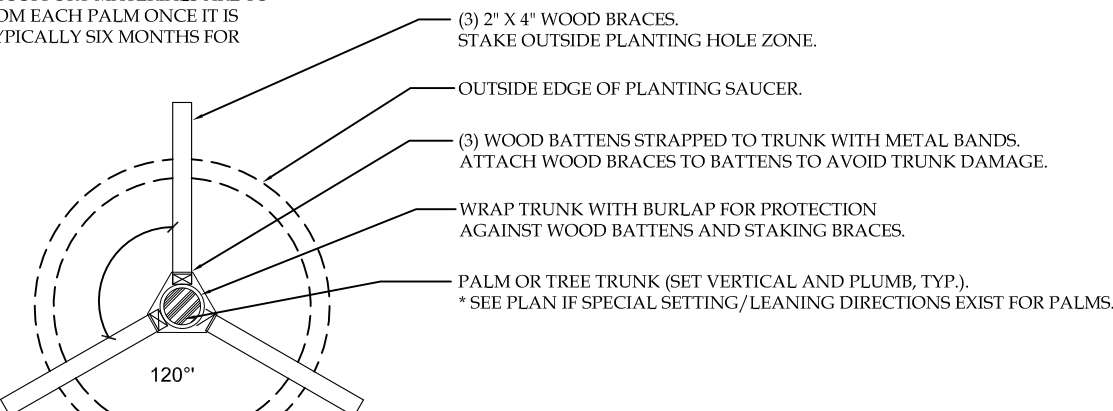
PRESTON SQUARE
TEMPORARY SALES CENTER
BOUNDARY SURVEY

LB # 2438

FILE NO.
1683

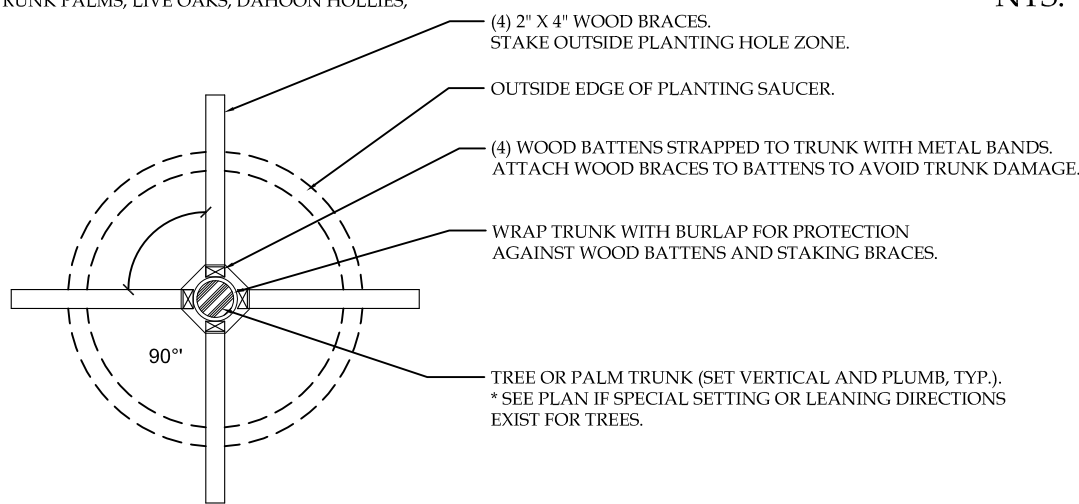
SMALL PALM STAKING PLAN

(I.E. FAN PALMS, ROTTLE PALMS, ANY PALM UNDER 8' C.T., ETC.)
NOTE: ALL PALM SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH PALM ONCE IT IS ESTABLISHED, TYPICALLY SIX MONTHS FOR PALMS.



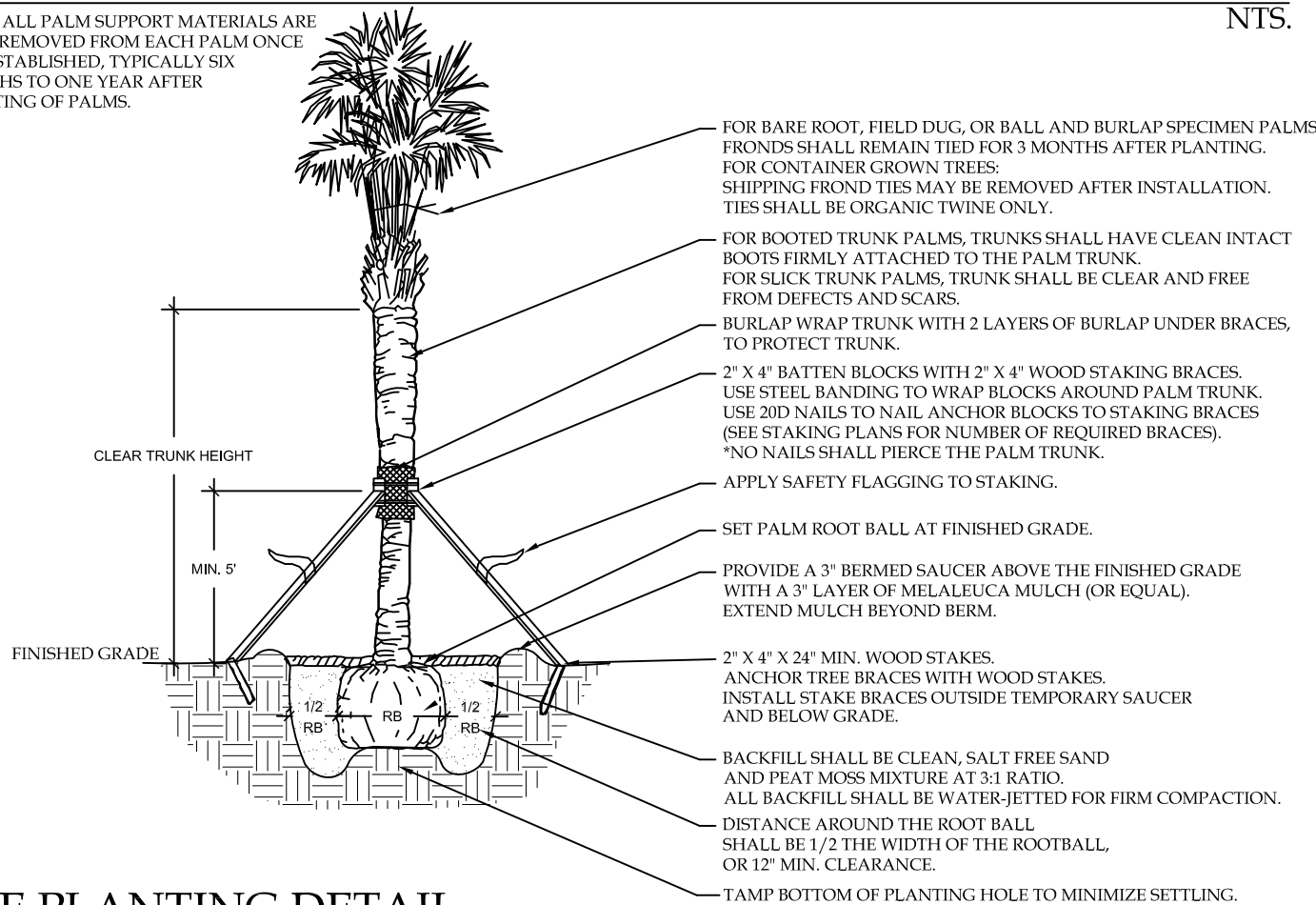
LARGE PALM OR TREE STAKING PLAN

(I.E. ROYAL PALMS, DATE PALMS, MULTI-TRUNK PALMS, LIVE OAKS, DAHOON HOLLIES, ANY HEAVY CALIPER TREE TRUNKS, ETC.)



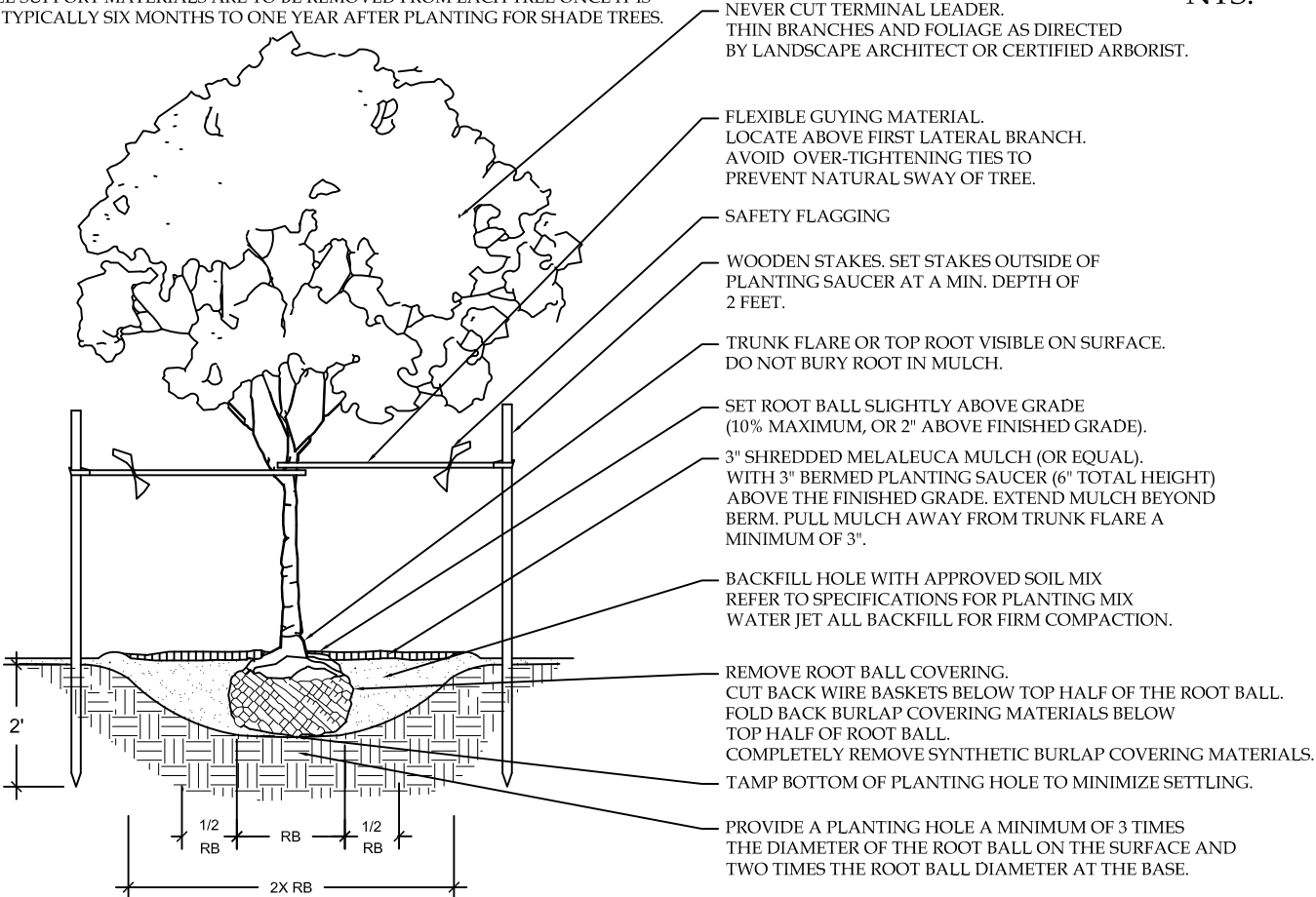
PALM PLANTING DETAIL

NOTE: ALL PALM SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH PALM ONCE IT IS ESTABLISHED, TYPICALLY SIX MONTHS TO ONE YEAR AFTER PLANTING OF PALMS.



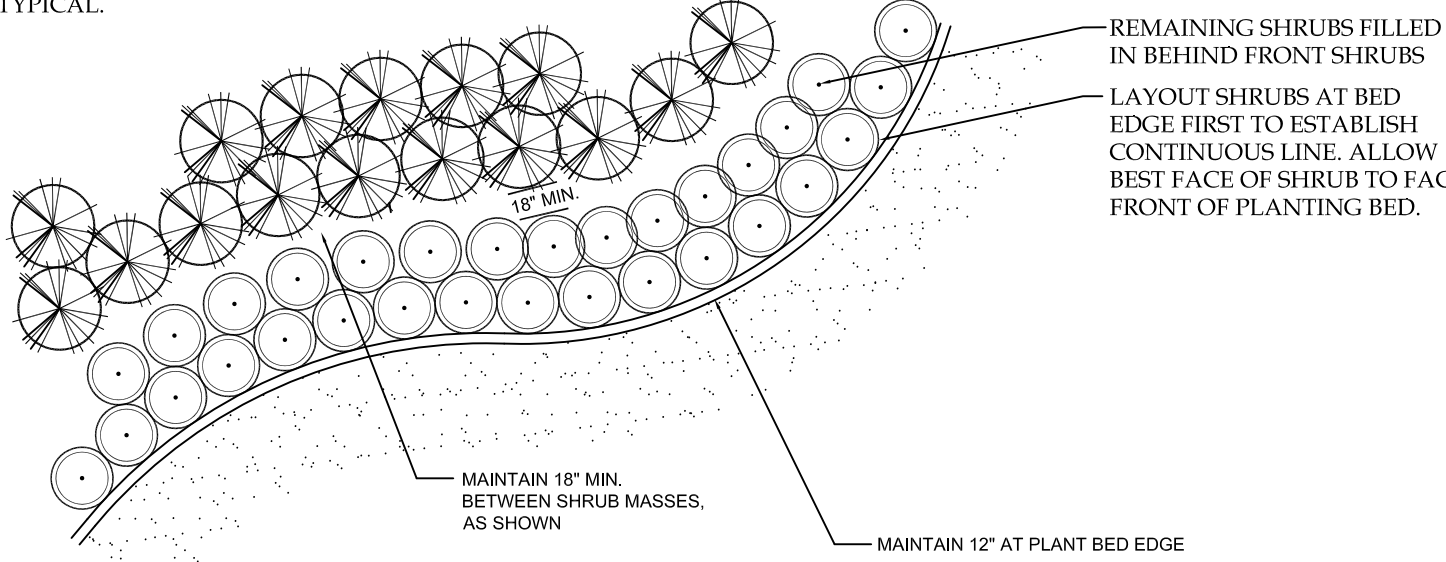
TREE PLANTING DETAIL

NOTE: ALL TREE SUPPORT MATERIALS ARE TO BE REMOVED FROM EACH TREE ONCE IT IS ESTABLISHED, TYPICALLY SIX MONTHS TO ONE YEAR AFTER PLANTING FOR SHADE TREES.



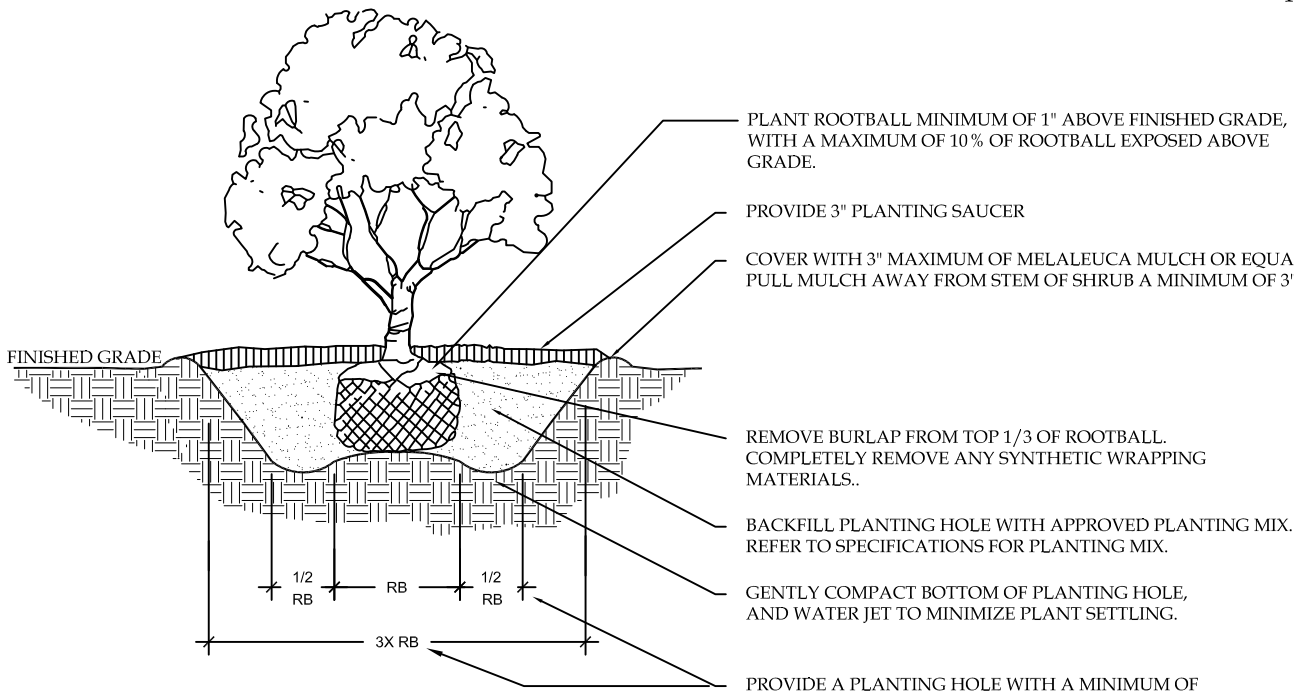
SHRUB AND GROUNDCOVER PLANTING DETAIL

NOTES: ALL DIMENSIONS AND NOTES ARE TYPICAL.



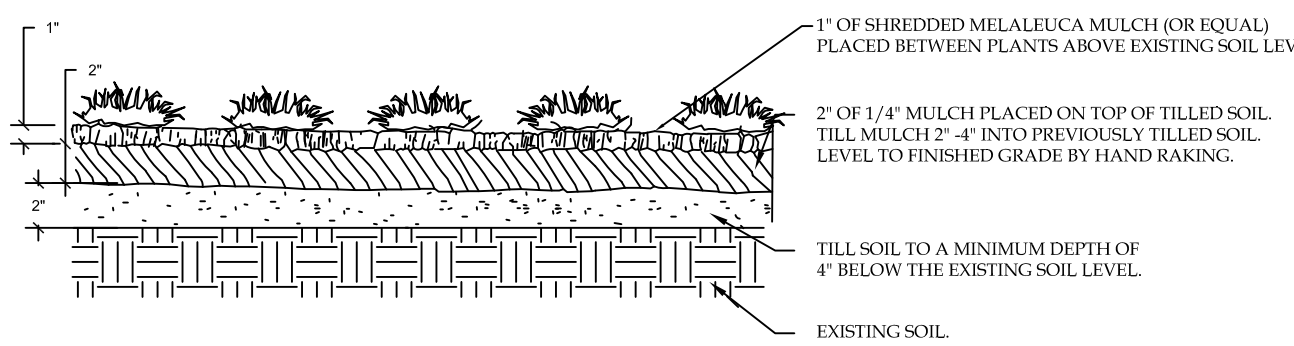
SHRUB PLANTING DETAIL

NTS.



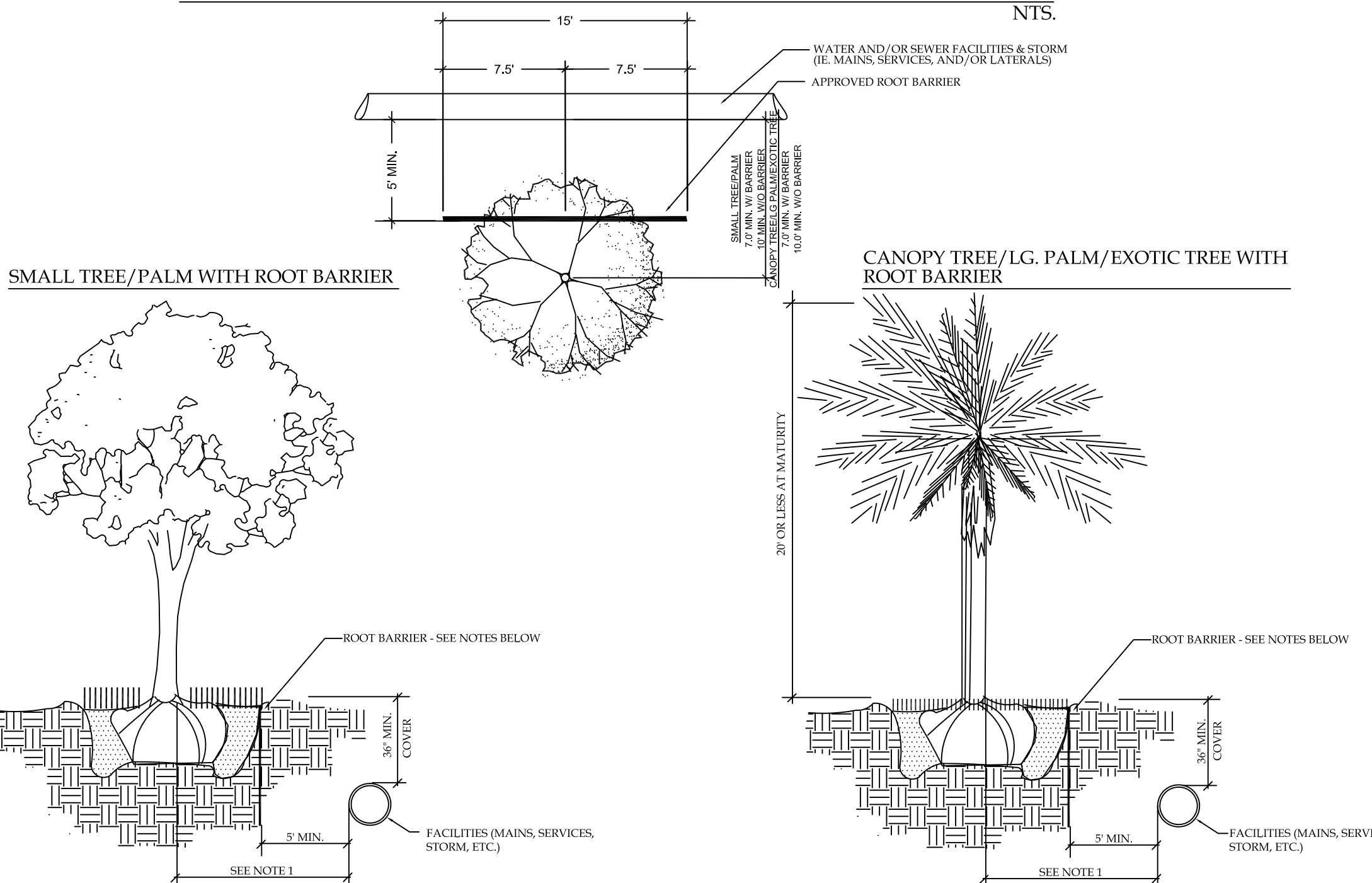
GROUNDCOVER DETAIL

NTS.



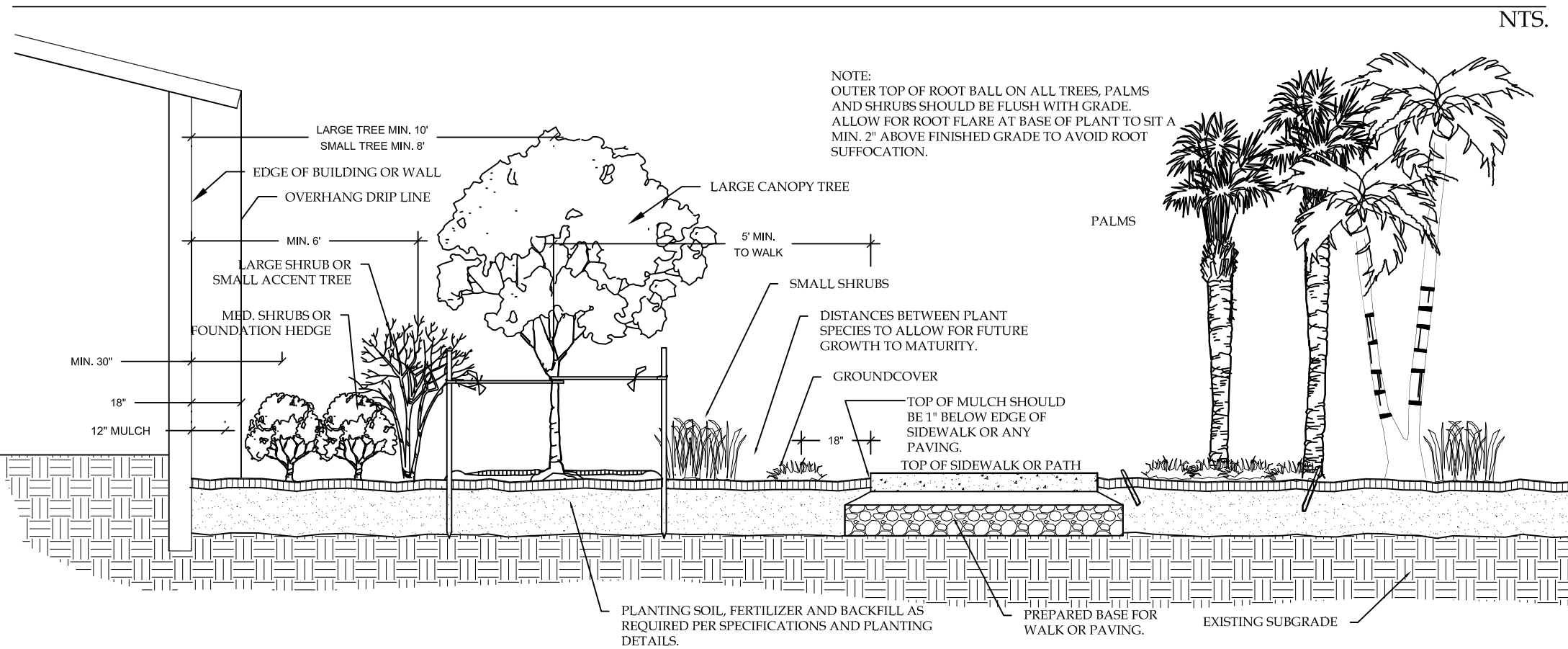
ROOT BARRIER DETAILS

NTS.



NOTES: (PLEASE REFER TO WRITTEN SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS)
1. THIS DISTANCE SHALL BE 7\"/>

TYPICAL PLANTING DIAGRAM



LANDSCAPE SCHEDULE

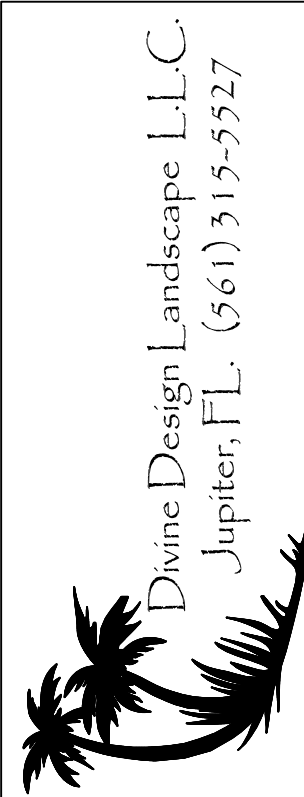
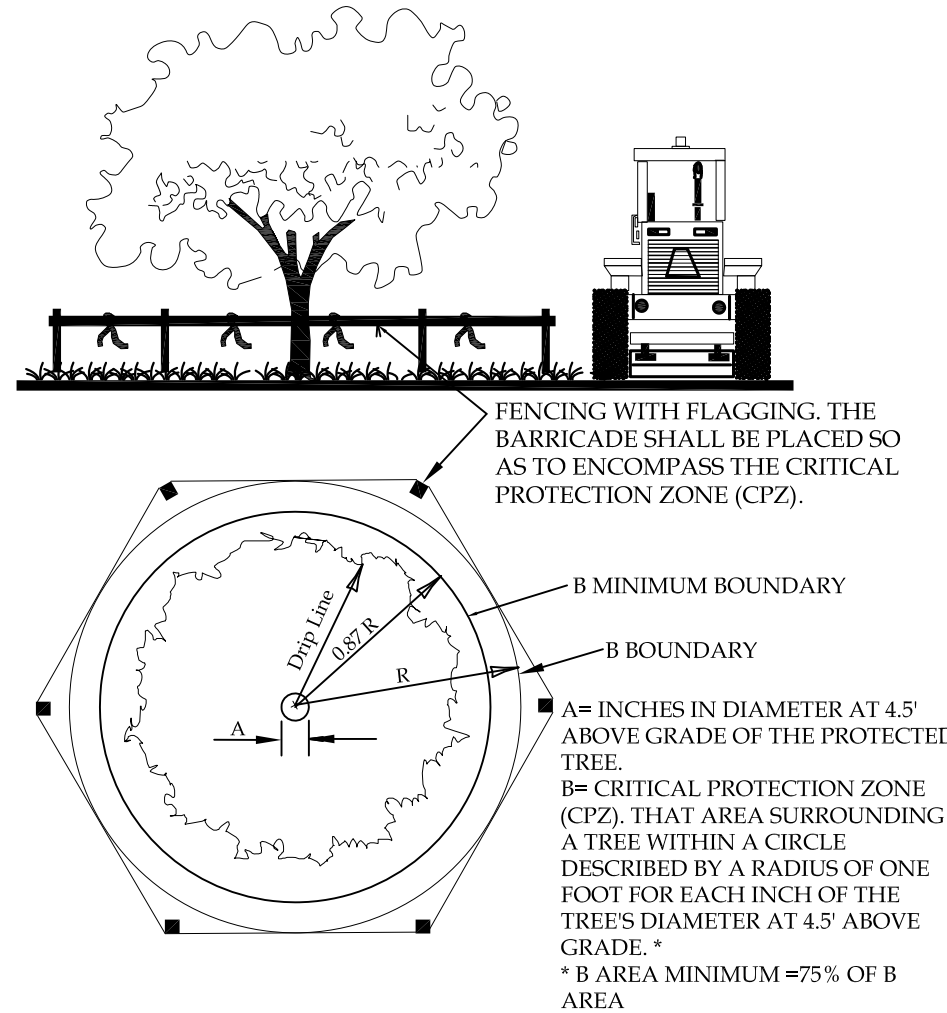
NATIVE	QTY	CODE	BOTANICAL NAME	COMMON NAME	SIZE & REMARK
PALMS					
	2	PS3	Ptychosperma elegans	Solitaire Palm	10' -12' CT., triple trunk
	4	RE	Roystonea elata	Royal Palm	12' GW, matching
SHRUBS					
	90	CHR	Chrysobalanus icaco 'Red Tip'	Red Tip Coco Plum	30\"/>
	28	CLU	Clusia guttifer	Small Leaf Clusia	#7, 30\"/>
	100	DUR	Duranta erecta 'Gold Mound'	Gold Mound	#3, 12\"/>
	128	FIC	Ficus microcarpa 'Green Island'	Green Island Ficus	#3, 14\"/>
	18	POD	Podocarpus macrophyllus 'Maki'	Podocarpus	#7, 30\"/>
GROUNDCOVERS					
	100	ANN	Annals	Annals by Season	4\"/>

LANDSCAPE NOTES:

-STRUCTURAL ELEMENTS AND HARDSCAPE FEATURES INDICATED ON LANDSCAPE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. LANDSCAPE PLANS ARE TO BE UTILIZED FOR LOCATION OF LIVING PLANT MATERIAL ONLY. LANDSCAPE PLANS SHOULD NOT BE UTILIZED FOR STAKING AND LAYOUT OR LOCATION OF ANY STRUCTURAL SITE FEATURES INCLUDING BUT NOT LIMITED TO: BUILDINGS, SIGNAGE, PATHWAYS, EASEMENTS, UTILITIES OR ROADWAYS.
-TREE REMOVAL/RELOCATION PERMIT IS REQUIRED PRIOR TO REMOVING OR RELOCATING TREES.
-CONTRACTOR SHALL ACQUIRE ALL APPLICABLE FEDERAL, STATE, LOCAL, JURISDICTIONAL OR UTILITY COMPANY PERMITS REQUIRED PRIOR TO REMOVAL, RELOCATION, AND/OR INSTALLATION OF LANDSCAPE MATERIALS INDICATED WITHIN PLAN DOCUMENTS. THE CONTRACTOR SHALL HAVE PERMITS "IN HAND" PRIOR TO STARTING WORK. LANDSCAPE ARCHITECT (LA) SHALL BEAR NO RESPONSIBILITY FOR WORK PERFORMED WITHOUT PERMITTED DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CHANGES TO THE WORK, AT NO ADDITIONAL COST TO THE OWNER, AS A RESULT OF UNAUTHORIZED WORK PRIOR TO RECEIPT OF PERMIT.
-ANY TREES THAT CONFLICT WITH LIGHT POLE LOCATIONS ARE TO BE ADJUSTED OR UTILIZED ELSEWHERE. LA TO BE CONTACTED WHEN SCENARIO FIRST OCCURS.
-ANY PLANTING WITHIN THE SIGHT TRIANGLES SHALL PROVIDE UNOBSTRUCTED VIEWS AT A LEVEL BETWEEN 30\"/>

TREE PROTECTION DETAIL

NTS.
NOTES:
- ALL DIMENSIONS AND NOTES ARE TYPICAL.
- THIS DETAIL APPLIES TO ALL TREES THAT ARE TO BE PRESERVED IN PLACE OR RELOCATED



Design and Entitlement Consultants, LLC.
2135 Belcrest Court
Royal Palm Beach, FL 33411
Tel: (561) 707-3410
Email: info@designandentitlement.com

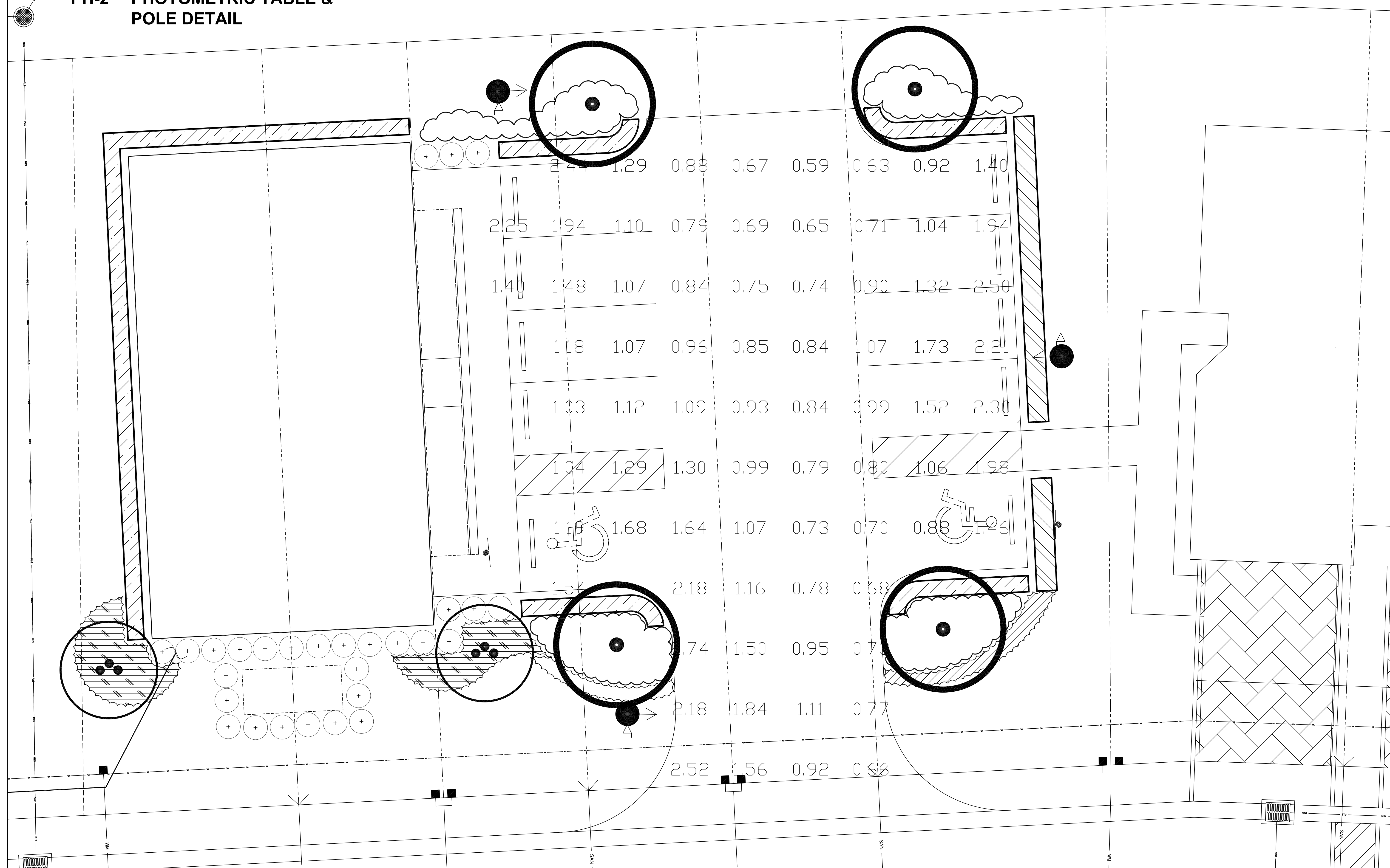
DESIGN AND ENTITLEMENT CONSULTANTS, LLC.

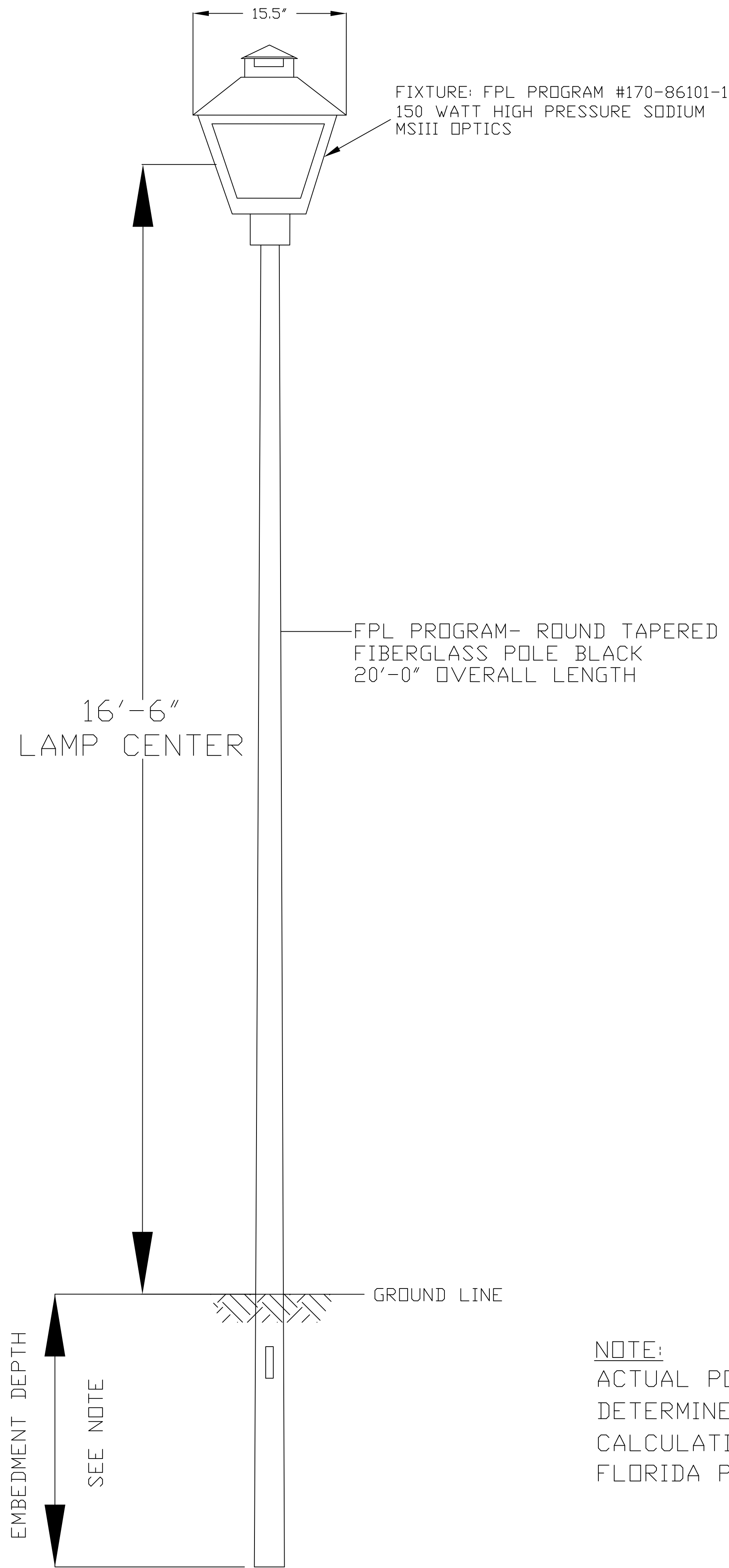
PRESTON SQUARE
PULTE GROUP
CITY OF PALM SPRINGS, FLORIDA

LANDSCAPE DETAILS

SCALE: NTS
CHECKED BY: W.E.D./R.M.B.
DRAWN BY: W.E.D.
DATE: 06.27.17
FILE:
SHEET
LP.2
2 OF 2 SHEETS

PH-1 ENLARGED SITE PLAN
PH-2 PHOTOMETRIC TABLE & POLE DETAIL

[illegible]



FIXTURE: FPL PROGRAM #170-86101-1
150 WATT HIGH PRESSURE SODIUM
MSIII OPTICS

FPL PROGRAM- ROUND TAPERED
FIBERGLASS POLE BLACK
20'-0" OVERALL LENGTH

16'-6"
LAMP CENTER

GROUND LINE

EMBEDMENT DEPTH
SEE NOTE

NOTE:
ACTUAL POLE EMBEDMENT DEPTH TO BE
DETERMINED BY SIGNED & SEALED WINDLOAD
CALCULATIONS PERFORMED BY A REGISTERED
FLORIDA P.E.

POLE ASSEMBLY TYPE "A"

PARKING
75 points at z=0, sp 7.5ft by 7.5ft
HORIZONTAL FOOTCANDLES
Average 1.24
Maximum 2.74
Minimum 0.59
Avg:Min 2.10
Max:Min 4.64
Coef Var 0.43
UnifGrad 1.89

A

A
GE: T10R15S***AMS3**
candela file 'GE177503.IES'
1 lamp(s) per luminaire, 16000 initial lumens per lamp
Light Loss Factor = 0.810, watts per luminaire = 150
mounting height= 16.5 ft
number locations= 3, number luminaires= 3
kw all locations= 0.5

M17006-1P
2017-0629

PHOTOMETRIC TABLE

PROJECT:		DESCRIPTION:		ELECTRICAL ENGINEER:		THE SIGNATURE AND SEAL OF THE ENGINEER REQUIRED BY THIS LAW MUST BE PLACED ON THE PRINTOUT DATA USED IN GENERATION OF THIS COMPUTER PRINTOUT.	
PRESTON SQUARE SALES CENTER PARKING LOT VILLAGE OF PALM SPRINGS, FL		PHOTOMETRIC TABLE & POLE DETAIL		WILLIAM E. PINO FLORIDA P.E.: # 32026		7035B SW 47th Street - Miami, Florida 33155 Tel: (305) 666-7450 Fax: (305) 666-2450 P.E. Certificate No. 00009531	
DATE 7/7/17		SHEET NUMBER PH-2		DESIGNED BY SB		DRAWN BY SB	
PROJECT NO.		CHECKED BY WP		SCALE		SEAL	
						REVISIONS	
						DATE	
						BY	

Holding Tank Solutions

Our line of extreme duty holding tanks meets the demands of even the harshest job site. Multiple sizes allow for functional and discreet waste containment.



250 Gallon
18"H x 48"D x 72"L



300 Gallon
16"H x 53.5"D x 95"L

Features include:

- Easy Installation
- Discreet appearance
- Lightweight and large volumes
- No threaded connections
- Heavy duty, thick walled construction
- Universal fit for most plumbing systems

*Sizes vary slightly by region.
Ask your Account Manager for
available sizes in your area*

**Portable Restrooms, Temporary Fence,
Restroom Trailers & More**

Service You Can Trust



Contract Holder
Contract GS-07F-0501T

1-800-TOILETS
unitedsiteservices.com

United Site Services of Florida, Inc.

3945 Fiscal Ct.

Riviera Beach, FL 33404

Toll Free: 561-202-2355

**Salesperson Contact**

Joseph T. Tallarida

Mobile: 954-870-0446

Office: 954-233-9592x39592

Fax: 305-477-2021

Joseph.Tallarida@unitedsiteservices.com

Site Service Quotation

Quote No.: 414-974355**Quote Date:** 07/11/17**Quote Expires:** 08/10/17**Sell To:** PULTE GROUP-1075
ADAM GARON
PO BOX 3660
PORTLAND, OR 97208**Ship To:** PRESTON PARK
2406 S CONGRESS AVE
WEST PALM BEACH, FL 33406**Cust. #:** USS-265074
Phone: 561-206-1406**Attn:** ADAM GARON
Phone: 561-206-1406
Terms: Pull List East

Item	Unit	Quantity	From	Thru	Unit Price	Total Price
250 Gal Holding Tank	EA	1	07/12/17	Indef	10.00	10.00 per billing cycle
Weekly Service	EA	1	07/12/17	Indef	190.00	190.00 per billing cycle
Per Billing Cycle Subtotal						200.00
Delivery / Removal	EA	1	07/12/17	07/12/17	20.00	20.00 one time
250 Gal Holding Tank Subtotal:						220.00

Total: 220.00

Accepted: _____ Date: _____

Remit To: United Site Services, PO Box 53267, Phoenix, AZ 85072-3267

NOTE: Total prices have been calculated for 1 billing period only. Damage Waiver is optional. Please read the terms and conditions on the last page of this document for more information.

1. Acceptance Customer shall be deemed to have accepted these terms and conditions upon the earliest to occur of: (i) two business days after receipt of an invoice from Company; (ii) delivery of items of equipment ("Equipment") identified in the invoice to the site designated in the invoice (the "Site") and use or acceptance thereof; or (iii) acknowledgment or other conduct of Customer indicating acceptance. These terms and conditions shall supersede any inconsistent terms of any purchase order or other documents of Customer.

2. Payment Terms All agreements are subject to approval by Company. Customer shall pay all charges by Company during the term (the "Period") shown in the invoice. **All Company invoices are due and payable upon Customer's receipt of the invoice.** Customer shall be liable to Company for interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate from time to time, on all overdue accounts. Customer shall pay all additional charges for services separately requested by Customer or made necessary by Customer's breach of these Terms and Conditions, including but not limited to, moving/relocation charges, special service charges, and special delivery and removal charges. In the event Customer's account becomes delinquent, Customer agrees to pay Company all collection expenses, including reasonable attorney's fees.

3. Service The Company offers servicing as an option on all portable restrooms.

4. Damage Waiver The Company offers a damage waiver program on certain Equipment. **Customer may decline the damage waiver by completing and executing the appropriate section at the end of these terms and conditions.** Unless Customer has declined the Damage Waiver in writing before the commencement of the Period or within five business days of the date of the first Invoice to Customer for any Equipment identified with a Damage Waiver on the invoice, whichever is later, Company shall impose, and Customer shall pay, any Damage Waiver fees indicated on the invoice and (provided Customer has not breached any of these terms and conditions) Customer shall have no responsibility for accidental structural damage to the Equipment, EXCEPT (i) Customer shall be liable for theft of any Equipment and for any losses resulting from any willful or grossly negligent acts or omissions of Customer or any of its agents, servants and employees, and (ii) if Customer has other insurance covering such loss or damage, Customer shall exercise all rights available to it under such insurance, take all actions necessary to process such claim and assign such claim and pay any and all proceeds from such insurance to Company. If Customer declines the Damage Waiver, Customer shall be liable for any loss or damage to the Equipment, regardless of cause or fault, except for reasonable wear and tear, and Customer shall pay Company the actual cost of repair or replacement cost thereof, and in addition thereto, for Company's loss of use of the Equipment. In the event of any loss of or damage to the Equipment, Customer shall promptly notify Company of such loss or damage and shall provide Company with copies of all reports relating to such loss or damage, including police reports, informal investigation reports and insurance reports. **The damage waiver described in this section does not apply to portable toilets and containers which become contaminated with hazardous materials or contaminants described in Paragraph 7 while in the Customer's control and possession.**

5. Equipment Location Customer warrants and represents that it has exercised due diligence and care in the selection of the location it has designated for the placing of portable toilets, temporary fencing, portable storage containers and any other Equipment provided by Company, and further agrees to give directions and supervise the placement of such temporary fencing, storage containers, portable toilets and other Equipment.

6. Equipment Responsibility Company will deliver the Equipment to the Site at the commencement of the Period and will remove the Equipment at the end of the Period. If servicing has been ordered by Customer, Company will remove any domestic septic waste ("DSW") from portable restrooms, if applicable, on the service day(s) scheduled by Company. In the event Company is unable to service the Equipment on the service day due to a holiday, inclement weather, or other interfering circumstances, Company shall service the Equipment on the earliest business day, excluding Sundays, available in accordance with Company's other service commitments. Company shall be granted access to the Equipment at any time for any servicing, maintenance or removal of Equipment. Customer shall not remove the Equipment from the Site, and shall not move the Equipment on the Site without written permission from Company. Customer shall not modify the equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed on the Equipment. Customer acknowledges that Company has no control over the use of the Equipment by Customer, and Customer agrees to comply, at Customer's sole expense, with any and all applicable municipal, county, state, federal or quasi-governmental laws, ordinances, regulations and guidelines, including ANSI Standard Z4.3 and the requirements of the "Guide for Clean Portable Sanitation" published by PSAL, if applicable.

7. Equipment Contamination While portable restroom units are in Customer's possession, Customer shall prevent any contamination of such units with or from radioactive, volatile, flammable, explosive, toxic or hazardous materials (including oils, paints, adhesives and solvents). Company will not remove any waste other than DSW from portable restrooms and storage containers ("Other Waste"). In the event Other Waste is found in the Equipment, Customer shall arrange and pay for separate removal of such Other Waste. Until such Other Waste is removed, Customer may not terminate the Period and Customer is liable for all charges accrued during such period.

8. Liability Except to the extent Customer is not liable for damage to Equipment under the Damage Waiver program described in Section 5, Customer agrees to defend, indemnify and hold Company harmless to the maximum extent permitted by law from and for all claims, lawsuits, damages, expenses and other losses arising out of the rental or use of Equipment delivered to or rented by Customer. Customer's obligation will apply to the extent permitted by law to all accidents or incidents regardless of whether same occur as a result of Customer's or third party's negligence, fault or other legal liability. Customer will have no obligation to defend, indemnify or hold harmless Company if the accident or incident arises out of the sole negligence or willful misconduct of Company. Company, its officers, directors, employees and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or punitive damages arising out of or relating to the Equipment. Customer's sole and exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be to recover from Company direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

9. No Prorating Agreed upon rates are the complete billing periods and are not to be prorated.

10. Termination Company may terminate this agreement and remove the Equipment immediately in the event (i) Customer fails to pay any amount when due to Company, (ii) Customer otherwise breaches or rejects any of these Terms and Conditions, (iii) there is any loss of or damage to the Equipment, (iv) any lien is placed, or is proposed to be placed, on any of the Equipment, or (v) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer. Company shall not be responsible for loss of any personal property on the Site, which may be caused by removal of any of Company's Equipment pursuant to this paragraph.

11. Governance This agreement shall be governed by and construed in accordance with the laws of the state, shown on the invoice, in which the Company's place of business is located, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than such state. Each of the parties submits to the jurisdiction of any state or federal court sitting in such state, in any action or proceeding arising out of or relating to this agreement. All claims in respect of the action or proceeding may be heard and determined in any such court. No failure by Company to exercise any right hereunder shall operate as a waiver of any other right hereunder, and a waiver of any right on one occasion shall not constitute a bar to or a waiver of any such right on any future occasion. All modifications to these Terms and Conditions shall be in writing.

12. Taxes & Fees Customer shall pay any and all taxes, license fees or permit fees arising out of use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental authority for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.

13. Additional Terms Additional Terms and Conditions apply to rental and service of Storage Containers ("Sheds") and Temporary Power equipment. These Terms & Conditions are shown on the back of your contract for these items.

14. Errors & Omissions Company reserves the right to correct any erroneous information that may appear in the invoice or may have appeared in a prior invoice including, without limitation, Customer's name or address, or billing amounts.

15. Conditional Payments Any payment check, or other form of payment that you send us for less than the full balance due that is marked "paid in full" or contains a similar notation, or that you otherwise tender in full satisfaction of a disputed amount, must be sent to United Site Services Inc., 50 Washington Street, Suite 1000, Westborough, MA 01581. We reserve all our rights regarding these payments (e.g., if it is determined there is no valid dispute, or if any such check is received at any other address, we may accept the check and you will still owe any remaining balance). We may refuse to accept any such payment by returning it to you, not cashing it or destroying it. All other payments that you make shall be sent to the address on the invoice.

August 3, 2017

Legal Notice No. 32034

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Thursday, August 10, 2017 at 7:00 PM by the Village Council
In the Village Hall Council Chambers at 226 Cypress Lane, Palm Springs
to consider:

An application submitted by Bill DuMond, agent for Pulte Home Company, is requesting a temporary use permit to allow a 2,100 square foot trailer to be utilized as a temporary sales center and parking lot on the 18.92-acre Preston Square property located at 2406 South Congress Avenue.

All persons interested in these matters may appear at the times and place aforesaid and be heard. Prior to the meeting the application is available for inspection in the Village Clerk's Office, Monday through Friday during normal business hours at 8:00 AM to 5:00 PM.

If a person decides to appeal any decision made by the above Boards with respect to any matter considered at such hearings, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at 965-4010 at least 3 days prior to the meeting in order to request such assistance.

VILLAGE OF PALM SPRINGS, FLORIDA
Kimberly M. Wynn, Village Clerk
Publish: The Lake Worth Herald
August 3, 2017



Planning, Site and Master Planning,
1402 Royal Palm Beach Blvd. Suite 102

Landscape Architecture,
Royal Palm Beach, Fl. 33411

Due Diligence,

Project Management

561-707-3410

Project Narrative
Preston Square
Temporary Use Application
July 10, 2017

Introduction and Proposed Application

This Temporary Use Permit Application is being filed on behalf of Pulte Home Company (the applicant) in order to utilize lots 127-132 as the Sales Center for the development. The Center will be comprised of a sales trailer, approximately 35 feet by 60 feet and a temporary asphalt parking lot with handicapped parking and ADA accessibility. Access to the Sales Center will be provided off of Lark Road via Dickinson Road, both paved roads. There will also be temporary water service provided and a sanitary holding tank for use by employees and patrons. The Sales Center is expected to be located within lots 127-132 for a length of four years maximum.

On behalf of Pulte Home, Design and Entitlement Consultants, LLC. respectfully requests approval of this Temporary Use Application for the Sales Center for the Preston Square development.

Sincerely,

Kenneth DeLaTorre
Design and Entitlement Consultants, LLC.

CC: David Kanarek, Pulte Home Company



VILLAGE OF PALM SPRINGS
Sales Trailer at Preston Square



Preston Square

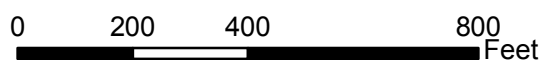
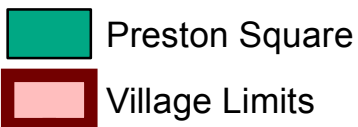
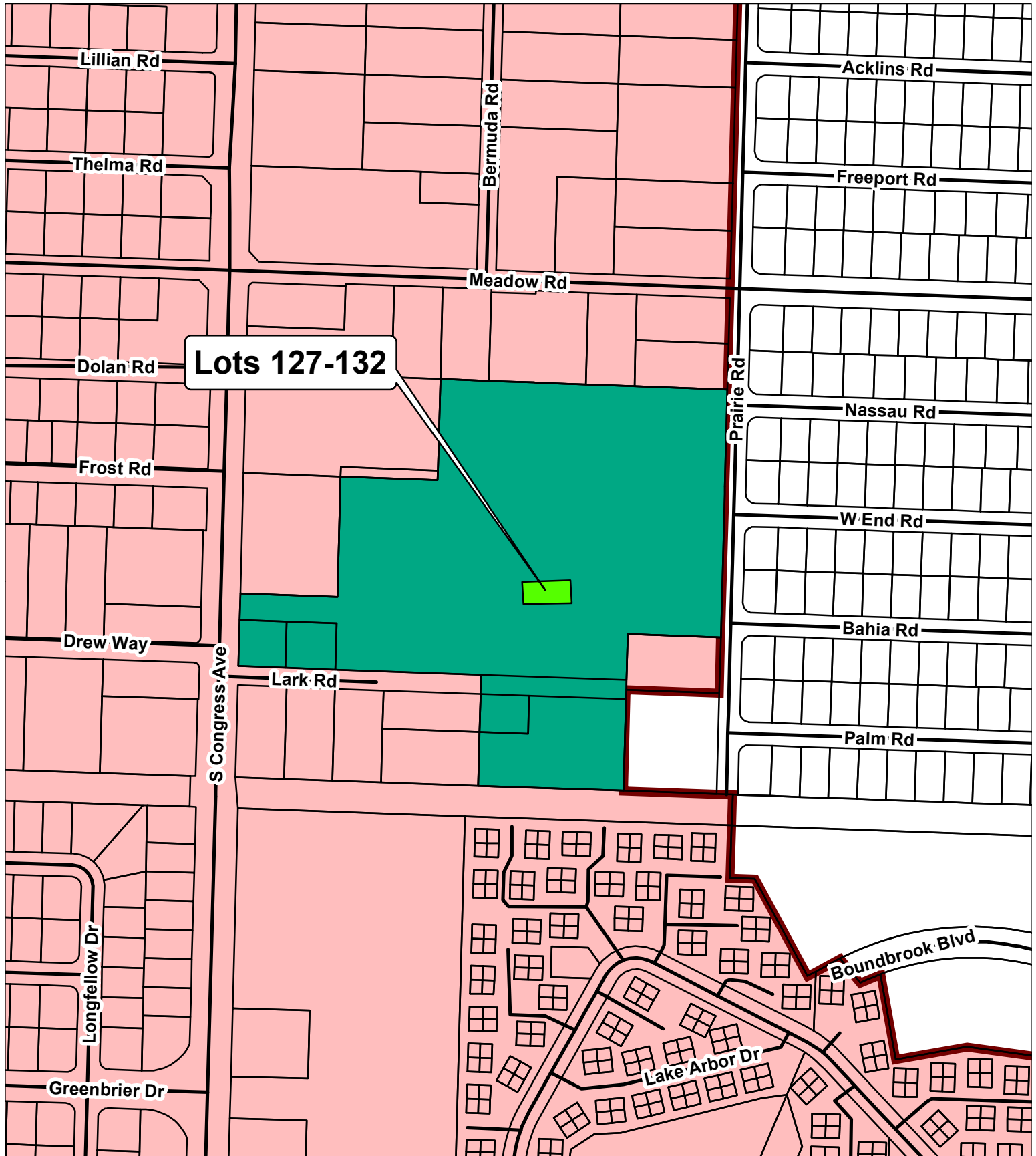
0 200 400 800 Feet

DATE: 7/21/2017



VILLAGE OF PALM SPRINGS

Sales Trailer at Preston Square



DATE: 7/21/2017



Sec. 34-895. - Temporary land uses in zoning districts.

- (a) *Applicability.* This section regulates principal activities and uses of real property that are not specifically allowed in a zoning district, but may be necessary or appropriate on a temporary basis.
- (b) *Generally.* This section provides for the orderly and effective management of temporary land uses not specifically allowed in a zoning district. Temporary uses are often found to be necessary and desirable for limited periods of time although they might not be in keeping with the intent and purpose of the zoning district if allowed on a long-term basis. This section provides for thorough administrative review of these special types of temporary land uses. These provisions are designed to allow certain reasonable temporary uses while minimizing adverse impacts upon the public health, safety and welfare and other authorized uses within a zoning district. All temporary uses authorized under this section shall be the principal use of the real property and shall not be an accessory use. Temporary, accessory uses are governed by section 34-829, Temporary licensing of certain uses. Further, auctions and sales events governed by section 34-884, Temporary short-term sales, shall not be authorized as temporary uses under this section.
- (c) *Permits.* Application for a temporary use permit shall be made to the land development director in accordance with the applications and procedures section set forth herein.
- (d) *Temporary uses.* Subject to any conditions that may reasonably be imposed by the land development director and/or the village council, a temporary use permit may be issued for such temporary, principal uses as a construction staging area; temporary off-site modular unit for redevelopment; parking lots; and, other temporary, principal uses. The foregoing list is not an exhaustive list.
- (e) *Application and procedures.*
 - (1) A property owner may submit an application to the land development director for a temporary use permit consistent with this section and pay the application fee as set forth by village resolution. The application fee for a temporary use permit shall be the same as the application fee for a temporary license granted under section 34-829. The application fee will be nonrefundable even if the application is denied. The application shall contain information describing the principal use for which a temporary use permit is being sought and the proposed length of such use. If the applicant is seeking any change to the physical layout or footprint of the site, a site plan or site plan amendment application shall be submitted with the application for temporary use permit. The land development director may request further information from the applicant as is necessary to fully understand the scope of the proposed temporary use and impacts to surrounding properties, facilities and infrastructure including, but not limited to, traffic flow and parking plans. Failure to provide such information may result in a denial of the application.
 - (2) Approval of a temporary use permit may be made contingent upon the property owner complying with specific statutory, building code and/or village code requirements regardless of whether such requirements are specifically applicable to the proposed temporary use. Further, approval of a temporary use permit may be made contingent upon the property owner providing a surety bond from a company with a Best's rating of AAA guaranteeing that the property will be restored to its original condition upon termination or expiration of the temporary use permit. The amount of the bond, if any, shall be determined by the land development director in his or her sole discretion. Approval of a temporary use permit shall be contingent upon the property owner signing a written agreement with the land development director regarding the temporary use, restrictions on such use and other terms and conditions as the village may reasonably determine necessary for its protection. If a surety bond is required, the requirements for the bond shall be addressed in the written agreement. The land development director is authorized to set forth in the written agreement a specific effective date and expiration date for the temporary use which shall not exceed two years. Failure to sign the written agreement with the land development director will be grounds for denial of the application.
 - (3) The approval authority for a temporary use permit application is the land development director if the application seeks a temporary use of 60 days or less. If a temporary use permit application seeks a temporary use which will exceed 60 days, the approval authority is the village council,

with due public notice prior to approval. Except for such shorter time limitations as may be specifically set by the land development director or village council, a temporary use permit authorized under this section shall not exceed a term of two years.

- (4) If a temporary use permit expires and the term of the temporary use permit was for less than two years, the property owner may submit an application to have the term of the temporary use permit extended. The application for extension shall be the same as the initial application for a temporary use permit and the same application fee shall be paid to the village. The extension application shall be reviewed by the land development director consistent with the conditions and requirements as the initial petition and approved by the same approval authority which approved the initial temporary use permit. The total term of a temporary use permit (including any extension thereof) shall not exceed two years. An extension will not be granted if the village terminated the temporary use permit due to a violation of the temporary use permit condition(s), the written agreement or applicable law.
- (f) *Temporary signs.* One or more temporary signs may be erected by a property owner who obtains a temporary use permit. Prior to erecting any such temporary sign(s), the property owner shall submit an application to the land development director for the temporary sign(s); pay the fee established by the village council; and, obtain a temporary sign permit from the land development director. The land development director may impose any and all reasonable conditions on such temporary signs including, but not limited to, requiring all such temporary signs to conform to all other sign requirements of this Code. Further, all such temporary signs must be installed at the real property designated in the temporary use permit and only advertise the permitted temporary use for said real property. The temporary sign or combination of temporary(s) shall be less than or equal to 32 square feet in total surface area. All temporary signs must be removed immediately upon the temporary use permit expiring or being terminated.
- (g) *Termination and remedies.*
 - (1) All temporary use permits are revocable. The land development director and/or village council (as applicable) may immediately revoke a temporary use permit, and refuse to grant future applications for a temporary use permit for real property, if there is a violation of any temporary use permit condition(s), the written agreement or applicable law. If a temporary use permit is revoked or upon the expiration of a temporary use permit, all use(s) of the property authorized under the temporary use permit must immediately cease and all use(s) of the property must immediately conform to the village code which may include, but is not limited to, additional actions by the property owner to reinstate the appearance of the property in a specific manner.
 - (2) The land development director reserves the right to revoke temporary use permits under this subsection which he or she originally approved and may revoke temporary use permits approved by the village council if the revocation of the temporary use permit is necessary for the immediate protection of public health, safety, welfare or to prevent the damage to personal property including property of the village. Further, if it becomes necessary in order to protect the public health, safety, welfare or to prevent the damage to any personal property, the land development director may also cause any and all utility connections necessary for the temporary use to be immediately disconnected along with the revocation of the temporary use permit. As time allows, the land development director shall endeavor to notify the property owner prior to revoking any temporary use permit and disconnecting any utility connections under this section. The village council reserves the right to revoke all temporary use permits approved under this section.
 - (3) The village may pursue any and all legal remedies without limitation against any property owner and/or occupant who violates the conditions of a temporary use permit, the written agreement and/or the applicable law including, but not limited to, code enforcement proceedings, other administrative proceedings; and/or injunctive relief. All actions taken by the village to enforce the provisions of this section shall subject the property owner and/or occupant to the reasonable costs incurred by the village in enforcing this section including, but not limited to attorney's fees and costs at all administrative, quasi-judicial, trial and appellate levels. Upon the issuance of an order from any board, special magistrate or court of competent jurisdiction awarding attorney's fees

and/or costs to the village, such attorney's fees and/or costs shall become a lien on the property, if unpaid after 30 days following the entry of the order.

- (4) Any owner who is granted a temporary use permit understands and agrees that the village's right to revoke and/or terminate the owner's temporary use permit as stated herein is absolute and shall not result in any inequity to the owner because of any authorized improvement(s) made by the owner to the property or any other expense incurred or paid by the owner for the temporary use. Accordingly, the right granted by a temporary use permit shall not be construed as an irrevocable right or license or a right or license coupled with an interest because of said improvement(s) or expenses of the owner.
- (h) *Prohibitions.* Nothing contained in this section shall permit or allow any adult entertainment or adult entertainment establishment to be authorized by temporary use permit.
- (i) *Transferability.* A temporary use permit shall only be issued to the current property owner and such permit shall not be assigned, conveyed or transferred to any third party or person without the prior written approval of the land development director or village council (as applicable).
- (j) *Appeal.* Any person or entity who applies for a temporary use permit and is denied by the land development director may appeal to the village council for a temporary use permit. Such appeal application shall be filed with the land development director within 30 days of the land development director's written denial. Any person or entity who applies for a temporary use permit and is denied by the village council may appeal the village council's decision to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the village council. An appeal shall be filed within 30 days of the village council's decision.
- (k) *Exemptions.* Authorized, temporary uses of village owned property shall be exempt from the requirements of this section.

(Ord. No. 2011-21, § 2, 1-26-2012)