



**VILLAGE COUNCIL AGENDA
REGULAR MEETING
226 Cypress Lane, Palm Springs, Florida 33461
Thursday, January 14, 2021
6:30 PM**

Persons who need an accommodation in order to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) business days prior to the meeting in order to request such assistance.

- 1. CALL TO ORDER**
- 2. ROLL CALL** *Mayor Bev Smith, Vice Mayor Patti Waller, Mayor Pro Tem Gary Ready, Council Member Doug Gunther, Council Member Joni Brinkman, Village Attorney Glen Torcivia, Village Manager Richard Reade, and Village Clerk Kimberly Wynn*
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA**
- 6. CONSENT AGENDA** *(Public Comment on Consent Agenda Items is permissible prior to voting)*
 - 6.1 Approval of May 14, 2020 Village Council Regular Meeting Minutes
[1. May 14, 2020 Village Council Regular Meeting](#)
 - 6.2 Approval of Village Council Regular Meeting Minutes of July 9, 2020
[1. July 9, 2020 Village Council Regular Meeting Minutes](#)
 - 6.3 Approval of Village Council Emergency Meeting Minutes of November 8, 2020
[1. November 8, 2020 Village Council Meeting Minutes](#)
 - 6.4 Approval of November 24, 2020 Village Council Special Meeting Minutes
[1. November 24, 2020 Village Council Special Meeting Minutes](#)
 - 6.5 Approval 2020 Christmas Decorating Contest Winners - Fifteen (15) Awards

1. Holiday Decorating Contest Winners

2. 324 Shady Lane
3. 309 Henthorne Drive
4. 216 Poe Drive
5. 352 Pinehurst Road
6. 416 Santa Anna
7. 328 Winged Foot Road
8. 305 Winged Foot Road
9. 357 Pinehurst Road
10. 421 Santa Anna
11. 324 Pinehurst Road
12. 356 Pinehurst Road
13. 305 Henthorne Drive
14. 449 Davis Road
15. 405 Cypress Lane
16. 360 Cavalie Road

6.6 Approve Property Improvement Program (PIP) Matching Grant Awards - 317 Pinehurst Road and 261 Davis Road

1. Property Improvement Grant Agreement - 317 Pinehurst Road
2. 317 Pinehurst Road - Before and After Photos
3. Property Improvement Grant Agreement - 261 Davis Road
4. 261 Davis Road - Before and After Photos

6.7 Approve Lakewood Gardens Park Playground Shade Structure Purchase Contract (Task Order No. 286) - Piggyback - Parks and Recreation Department (FY 2021 Funded - General Fund) - Shade Systems, Inc.

1. Proposed Piggyback Agreement-Shade Systems Inc.
2. Approval to Piggyback - Shade Systems, Inc
3. Proposal - Lakewood Gardens Park Shade Structure - Shade Systems, Inc.
4. School Board of Volusia County Contract - Invitation to Bid (ITB MTS - 906BC) Documents - Shade Systems, Inc.
5. School Board of Volusia County - Invitation to Bid (ITB MTS-906BC) - October 23, 2018
6. School Board of Volusia County - ITB MTS-906BC - Playgrounds and Related Equipment - Announcement
7. School Board of Volusia County - Award Approval Notification (ITB MTS-906BC) Playgrounds and Related Equipment
8. Proposed Lakewood Gardens Park Shade Structure - Site Plan - Shade Systems, Inc
9. Shade Systems, Inc - Pricing List
10. Shade Systems, Inc - Pricing Discount
11. Shade Systems, Inc - Product Guide Book
12. CIP Form - Lakewood Gardens Park Improvements

6.8 Approve Lakewood Gardens Park Playground Shade Structure Installation Contract (Task Order No. 286) - Piggyback - Parks and Recreation Department (FY 2021 Funded - General Fund) - Regal Contractors, Inc.

1. Proposed Piggyback Agreement - Regal Contractors Inc.

2. Approval to Piggyback - Regal Contractors, Inc.
 3. Clay County, Florida - Request for Proposals (RFP 1819-2) Equip & Amenities Parks & Playgrounds - March 19, 2019
 4. Proposal - Regal Contractors, Inc.
 5. Clay County, Florida - Request for Proposals (RFP 1819-2) - Award Notice
 6. Clay County, Florida - Original RFP Submitted Documents - Regal Contractors, Inc.
 7. Clay County, Florida - Request for Proposals (RFP 1819-2) - Approval
 8. Clay County, Florida - RFP 1819-2 - Bid Tabulation
 9. Regal Contractors, Inc. - Pricing List
 10. Regal Contractors, Inc - Certified Installer - Shade Systems, Inc.
 11. Proposed Lakewood Gardens Park Shade Structure - Site Plan
 12. CIP Form -Lakewood Gardens Park Improvements
- 6.9 Authorize Vehicle/Heavy Equipment Purchase - Piggyback - Public Service Department (FY 2021 Budget Funded - General Fund) - Florida Sheriff's Association/Florida Association of Counties (Dobbs Equipment)
1. Proposed Agreement - Dobbs Equipment, LLC
 2. 2020 John Deere Backhoe Quote - Dobbs Equipment, LLC
 3. Contract Terms & Conditions - FSA20 - EQU18.0
 4. Bid Award - FSA20 - EQU18.0
 5. Advertisement Solicitation Announcement - FSA20 - EQU18.0
- 6.10 Authorize Equipment Purchase – Main Lift Station Piping Repair (LS No. 39) – Public Service Department (FY2021 Budget - Water & Sewer Enterprise Fund)
1. Purchase Request to Repair Lift Station Piping - Main Lift Station LS No. 39 - Quote - Hinterland Group
 2. Executed Village of Palm Springs Agreement - Hinterland Group
 3. Village of Palm Springs Agreement - Contract Unit Prices - Hinterland Group
- 6.11 Approve VFW Roof Replacement Reconciliation (Change Order #1 & Close Out) (Task Order #282) - Public Service Department (FY 2020 Budget Funded - General Fund) - Guin Construction d/b/a J&E Construction
1. Proposed Change Order #1 - Guin Construction
 2. Contingency Authorization No. 1 - Guin Construction
 3. Executed Agreement - Guin Construction
- 6.12 Approve Stormwater Pipe Repair/Lining Agreement - Regal Palms Condominium Association
1. Proposed Agreement - Regal Palms Condominium
 2. Proposed Pipe Repair (Pipe Lining) Project Cost/Quote - Springdale Boulevard - Shenandoah General Construction Company
 3. Technical Memorandum on Springdale Boulevard Failing Stormwater Infrastructure - Village Engineer - Engenuity Group
 4. Memorandum Outlining Options to Repair Stormwater Pipe - Springdale Boulevard
 5. Stormwater Facilities Exhibit - Springdale Boulevard
 6. Stormwater Pipe Maintenance & Repair Contract & Executive Brief - November 2020

END OF CONSENT AGENDA

7. PRESENTATIONS

7.1 Presentation - 2020 Christmas Decorating Contest Awards

1. Holiday Decorating Contest Winners
2. 324 Shady Lane
3. 309 Henthorne Drive
4. 216 Poe Drive
5. 352 Pinehurst Road
6. 416 Santa Anna Drive
7. 328 Winged Foot Road
8. 305 Winged Foot Road
9. 357 Pinehurst Road
10. 421 Santa Anna Drive
11. 324 Pinehurst Road
12. 356 Pinehurst Road
13. 305 Henthorne Drive
14. 449 Davis Road
15. 405 Cypress Lane
16. 360 Cavalier Road

8. PUBLIC COMMENT *The public shall be limited to three (3) minutes to speak on agenda or non-agenda item(s)*

9. PUBLIC HEARINGS

9.1 Resolution No. 2021-01 - Site Plan (SPR20-08) and Five (5) Waivers - 3673 Coconut Road (*Quasi-Judicial Hearing*)

1. Proposed Resolution No. 2021-01 - Residential Planned Development - 3763 Coconut Road
2. Exhibit "A" Staff Report & Conditions of Approval
3. Project Narrative and Justification Statement
4. Site Plan, Landscape Plan, Architectural Plans, Civil Plans and Letters
5. Colored Site Plan and Renderings
6. Legal Description
7. Aerial Map and Location Map

9.2 Ordinance No. 2021-01 - Village of Code Amendment - Chapter 10 - Buildings and Building Regulations (*First Reading*)

1. Proposed Ordinance No. 2021-01 - Adopting the Florida Building Code (7th Edition - 2020) & the Chapter One Amendments - Village Code
2. PBC Building Code Advisory Board - Proposed Chapter One Amendments - Model Language

9.3 Ordinance No. 2020-17 - Comprehensive Plan Amendment - Gulfstream Road Overlay (*Quasi-Judicial Hearing*) (*Second Reading*)

1. Proposed Ordinance No. 2020-17 - Text Amendment - Gulfstream Road Overlay - Comprehensive Plan
 2. Exhibit "A" - Gulfstream Road Overlay - Comprehensive Plan Amendment
 3. Public Hearing Notification - Village of Palm Springs
 4. Lake Worth Herald 2nd Advertisement for Ordinance No, 2020-17
- 9.4 Ordinance No. 2020-16 - Village Code Amendment - Chapter 34 - Gulfstream Road Overlay (*Second Reading*)
1. Proposed Ordinance No. 2020-16 - Gulfstream Road Overlay
 2. Public Hearing Notification - Village of Palm Springs
 3. Lake Worth Herald 2nd Advertisement for Ordinance No 2020-16

10. ACTIONS AND REPORTS

11. VILLAGE MANAGER COMMENTS

12. VILLAGE COUNCIL COMMENTS

13. ADJOURNMENT

Next Meeting

THURSDAY, FEBRUARY 11, 2021, 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 verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Administration

ITEM 6.1: Approval of May 14, 2020 Village Council Regular Meeting Minutes

SUMMARY:

FISCAL IMPACT:

ATTACHMENTS:

May 14, 2020 Village Council Regular Meeting



MINUTES
VILLAGE COUNCIL MEETING
226 CYPRESS LANE, PALM SPRINGS, FLORIDA 33461
MAY 14, 2020
6:30 PM

COUNCIL

- Mayor Bev Smith
- Vice Mayor Patti Waller
- Mayor Pro Tem Gary Ready
- Council Member Doug Gunther
- Council Member Joni Brinkman

ADMINISTRATION

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

1. CALL TO ORDER

Mayor Smith called the meeting to order at 6:36 pm

2. ROLL CALL

Mayor Bev Smith, Vice Mayor Patti Waller, Mayor Pro Tem Gary Ready, Council Member Doug Gunther, Council Member Joni Brinkman, Village Manager Richard Reade, Village Attorney Glen Torcivia, and Village Clerk Kimberly Wynn

3. INVOCATION

Village Manager Reade gave the invocation.

4. PLEDGE OF ALLEGIANCE

The Village Council led the pledge of allegiance.

5. ADDITIONAL, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA

Village Manager Reade stated that item 6.12, Approve Playground Equipment, and Installation Sago Palm Park Improvement Contract Award (Task Order No. 254) - Cooperative Purchasing (Piggyback) - Parks and Recreation Department (FY 2020 Funded - General Fund) Gametime c/o Dominica Recreation Products, Inc., the staff has requested this item be postponed to June 11, 2020 Council Meeting. Item 9.1., the Applicant has requested that this item be postponed. Although the applicant requests an indefinite postponement, Staff recommend a maximum of three (3) Village Council meetings.

Approve as Amended Council Member Gunther made a motion to approve the agenda as amended, seconded by Mayor Pro Tem Ready. There was a roll call vote Mayor Pro Tem Ready - Yes, Vice Mayor Waller, Yes, Council Member Brinkman- Yes, Council Member Gunther - Yes, Mayor Smith - Yes. The motion carries 5-0.

6. CONSENT AGENDA *(Public Comment on Consent Agenda Items is permissible prior to voting)*

6.1 Approval of Meeting Minutes

- [02-13-2020 Village Council Regular Meeting Minutes](#)
- [March 12, 2020 - Village Council Meeting Minutes](#)

6.2 Appointments to the Construction Board of Adjustment and Appeals

- [Joseph Kajak - Board Application is Available Upon Request](#)
- [Larry Cellon - Board Application is Available Upon Request](#)

6.3 Resolution No. 2020-08 - Establish Consistent Boards & Committees Expiration Dates - Village of Palm Springs

- [Proposed Resolution No. 2020-08](#)

6.4 Approve Solar Chloride (Solar Salt) Purchase Agreement - 3rd Amendment - Cooperative Purchasing (Piggyback - Renewal) - Public Service Department (FY 2020 Budget Funded) - Morton Salt, Inc.

- Proposed Amendment No. 3 to Agreement - Morton Salt, Inc.
- Amendment No. 2 to Agreement - Morton Salt, Inc.
- Amendment No. 1 to Agreement - Morton Salt, Inc.
- Approval to Piggyback - Morton Salt, Inc.
- City of Boca Raton - Change Order No. 3 (Renewal) City of Boca Raton - Executed Contract

6.5 Approve Frost Lake Stormwater Outfall Project Reconciliation (Close Out & Change Order #1) (Task Order #248) – Public Service Department (FY 2020 Budget Funded – Stormwater Enterprise Fund) – TCLM Enterprises, Inc.

- Proposed Change Order No. 1 - TCLM Enterprises, Inc.
- Allowance Authorization No. 1 - TCLM Enterprises, Inc.
- Agreement - TCLM Enterprises, Inc.

6.6 Approve Modification No. 2 - Hazard Mitigation Grant Agreement - Florida Division of Emergency Management (FEMA) - Miller Road Stormwater Improvements

- DRAFT Modification #2 - FEMA (UPDATED)
- Modification #2 - FEMA Approval of Proposed Revised Budget Hazard Mitigation Grant Agreement
- Modification No. 1 - Hazard Mitigation Grant Agreement

6.7 Approve Change Order #2 - Miller Road Drainage Improvements (Task Order # 213) - Public Service Department (FY 2020 Budget Funded - Stormwater Enterprise Fund) - TCLM Enterprises

- Proposed Change Order No. 2 - TCLM Enterprises
- Change Order No. 1 - TCLM Enterprises
- Executed Agreement - TCLM Enterprises

6.8 Approve Interlocal Agreement - Extension/Amendment #1 - Urban County Qualification Process Program Participation in Community Development Block Grant (CDBG) - FY 2021 to FY 2023 - Palm Beach County

- Proposed Amendment No. 1 - Interlocal Agreement - Urban County Qualification Process Program - Palm Beach County
- Resolution No. 2014-41 - Interlocal Agreement - Urban County Qualification Process Program - Palm Beach County

6.9 Approve Change Order #2 (Task Order #228) - Foxtail Palm Park - Parks and Recreation Department (FY 2020 Budget Funded - General Fund) - Engenuity Group, Inc.

- Proposed Change Order #2 - Task Order #228 - Engineering Design & Construction - Foxtail Palm Park - Engenuity Group
- Change Order #1 - Task Order #228 - Executive Brief - Task Order #228 –
- Engineering Design & Construction - Foxtail Palm Park - Engenuity Group, Task Order #228 - Engineering Design & Construction - Foxtail Palm Park - Engenuity Group

6.10 Approve Village Center Playground Replacement Contract Award (Task Order No. - Cooperative Purchasing (Piggyback) - Parks and Recreation Department (FY 2020 Funded - General Fund) – GameTime

- Proposed Agreement with GameTime Approval to Piggyback - GameTime
- Village of Palm Springs Membership - Omnia Partners Government Purchasing Cooperative
- City of Charlotte, North Carolina - RFP 269-2017-028 Award Notification City of Charlotte, North Carolina - Executed Contract - GameTime
- City of Charlotte, North Carolina - Original RFP Submittal Documents - GametTime (Available Within the Village Clerk's Office)
- City of Charlotte, North Carolina - Request for Proposals (RFP #269-2017-028) - January 25, 2017

- City of Charlotte - North Carolina - Advertisement - RFP 269-2017-028 - January 25, 2017
- Proposal - Village Center Complex Playground Replacement - GameTime
- Proposed Village Center Complex Playground Replacement Project Site Plan
- Proposed Village Center Complex Playground Replacement Project Conceptual GameTime Price List - Co-Op
- GameTime Schedule of Discounts - Co-Op
- Village Center Playground Replacement FY 2020 CIP Form

6.11 Approve Royal Palm Park Playground Replacement Contract Award (Task Order No. 281) - Cooperative Purchasing (Piggyback) - Parks and Recreation Department (FY 2020 Funded - General Fund) - GameTime

- Proposed Agreement - GameTime
- Approval to Piggyback - GameTime
- Village of Palm Springs Membership - Omnia Partners Governmental Purchasing Cooperative
- City of Charlotte, North Carolina - RFP 269-2017-028 Award Notification
City of Charlotte, North Carolina - Executed Contract - GameTime
- City of Charlotte, North Carolina - Original RFP Submittal Documents - GametTime (Available Within the Village Clerk's Office)
- City of Charlotte, North Carolina - Request for Proposals (RFP #269-2017-028) - January 25, 2017
- City of Charlotte, North Carolina - Advertisement - RFP #269-2017-028 - January 25, 2017
- Proposal - Royal Palm Park Playground Replacement - GameTime
- Proposed Royal Palm Park Playground Replacement Project Site Plan
- Proposed Royal Palm Park Playground Replacement Project Conceptual
- GameTime Price List - Co-Op
- GameTime Schedule of Discounts - Co-Op
- Royal Palm Playground Improvements - FY 2020 CIP Form

End of Consent Agenda

Vice Mayor Waller made a motion to approve the Consent Agenda, seconded by Council Member Gunther. There was a roll call vote. Mayor Pro Tem Ready - Yes, Vice Mayor Waller - Yes, Council Member Brinkman - Yes, Council Member Gunther - Yes, Mayor Smith - Yes. The motion carries 5-0.

(Mayor Smith requested that Public Comment agenda be heard before Presentations):

8. PUBLIC COMMENT (The public shall be limited to three (3) minutes to speak on agenda or non-agenda item(s))

Mayor Smith offered the public an opportunity to speak at this time.

1. Mr. Johnnie Tieche - 305 Winged Foot Drive - Mr. Tieche complimented the Public Works Department. During his walk (in the Village) he noticed the crews were out trimming trees and had collected debris. He asked the Police Chief Ceccarelli if police officers can be stationed on Greenbrier Drive, Davis Road, and Winged-Foot Drive to deter speeding in the area. Mayor Smith asked Mr. Tieche about a comment he made at a previous meeting regarding parking at some of the complexes in the community. She asked Mr. Tieche if he could let Vice Mayor Waller know the name of the complexes, he visited that had a problem with parking. Mr. Tieche could not recall all of them, but he remembered a couple of areas in Springdale and Keller Canal. He talked about the challenge of parking spaces in the Village.

There were no further comments from the public.

7. PRESENTATIONS

7.1 "Police Week" and "Peace Officers Memorial Day" Proclamation - May 2020

- [Police Week in Palm Springs - 2020](#)

Mayor Smith read the proclamation into the record and gave brief comments.

7.2 Public Service Recognition Week Proclamation - May 3, 2020 - May 9, 2020

- [Public Service Recognition - May 2020](#)

Mayor Smith read the proclamation into the record and gave brief comments.

9. PUBLIC HEARINGS

9.1 Ordinance No. 2020-04 - Land Use Plan Amendment (Large Scale) - 2085 South Congress Avenue and 3243 Lillian Road (Proposed Palm Springs Residences Residential Planned Development) (THE APPLICANT HAS REQUESTED THIS ITEM BE POSTPONED INDEFINITELY)

- [Email from Applicant - Palm Springs Residences](#)

Vice Mayor Waller stated that she does not want to meet with the Developer outside of a public meeting to discuss this project.

Council Member Brinkman made a motion to approve postponement of Ordinance No. 2020-04 for three (3) Village Council Meetings, seconded by Mayor Pro Tem Ready. There was a roll call vote. Mayor Pro Tem Ready - Yes, Vice Mayor Waller - Yes, Council Member Brinkman - Yes, Council Member Gunther - Yes, Mayor Smith - Yes. The motion carries 5-0.

9.2 Resolution No. 2020-16 - Final Plat - Barbridge Subdivision - 4424
Barbridge Road (Quasi-Judicial Hearing)

- Proposed Resolution No. 2020-16
- Proposed Final Plat
- Letter of Compliance Florida Statutes - Engenuity Group - 4424
Barbridge Road Special Purpose Survey and Site Plan
- Summary of Requested Lot Subdivision - Frogner Consulting Aerial
and Location Maps

Mayor Smith asked Council if there was any ex parte communication. Mr. Jim Froegner, the Applicant was present to give his testimony on this project. He was sworn in by the Village Clerk. the Village Manager read the staff report into the record. Mr. Froegner explained the owner bought the dilapidated property two (2) years ago and rehabilitated it. It was discovered that the lot size was large enough to build a new house. Mrs. Glas-Castro had no additional comments but stated this project met the code.

Mayor Smith offered the public and Council an opportunity to speak on this item; there were no additional comments. Village Attorney Torcivia read the title of the caption into the record.

Council Member Gunther made a motion to approve Resolution No. 2020-16, seconded by Mayor Pro Tem Ready. There was a roll call vote. Mayor Pro Tem Ready - Yes, Vice Mayor Waller - Yes, Council Member Brinkman - Yes, Council Member Gunther - Yes, Mayor Smith - Yes. The motion carries 5-0.

9.3. Resolution No. 2020 -14 - Final Plat (Re-Plat) - RaceTrac, Tire Kingdom &
Vacant Property - 2601 10th Avenue North (Quasi-Judicial Hearing)

- Proposed Resolution No. 2020-14 - Final Plat Replat - 2601 10th
Avenue North Proposed Final Plat
- Letter of Compliance Florida Statutes - 2601 10th Avenue North

- Boundary Survey
- Colored Master Plan
- Property Information Report
- Aerial and Location Maps

Mayor Smith asked the Council was there any ex parte communication - there was none. Because the applicant Mr. Chuck Millar was having technical difficulties with the audio, The Village Council proceeded to Item 9.4., until the issue was resolved.

9.4 Resolution No. 2020-13 - Site Development Plan Modification No. 1 (SPR20-05) TowerCom Tower - All Air-Conditioned Self Storage - 2745 Lake Worth Road (Quasi-Judicial Hearing)

- Exhibit "A" - Staff Report
- Proposed Site Plan for Generator
- Photographs of Lease Area
- Aerial and Location Maps
- Resolution No. 2018-12 - 2745 Lake Worth Road (Communication Tower)
- Applicant's Presentation Verizon
- Proposed Resolution No. 2020-13

Mayor Smith gave the Council an opportunity to disclose any ex parte communication - there was none. The Village Clerk swore in the applicant, Sheryl Blasi, Agent with Verizon. The Village Manager gave the staff presentation. Ms. Blasi provided a brief background of what happened in Tower Communication. She explained that Verizon applied for a permit for the equipment cabinet for the power tank tower, but not the generator at the site. There was a misunderstanding between both parties of what was being done versus what was done. Mrs. Glas-Castro expressed her pleasure that this was being correct.

Council Member Ready asked when did this project start. Mrs. Glas-Castro confirmed that the project was approved by Council in 2019. Council Member Gunther asked if this item required advertisement. Mrs. Glas-Castro informed him it was advertised. Village Attorney Torcivia read the title of the caption into the record.

Council Member Brinkman made a motion to approve Resolution No. 2020-13, seconded by Vice Mayor Waller. There was a roll call vote Mayor Pro Tem Ready - Yes, Vice Mayor Waller - Yes, Council Member Brinkman - Yes, Council Member Gunther - Yes, Mayor Smith - Yes. The motion carries 5-0.

(At this point, Village Council heard Item 9.3)

9.5 Resolution No. 2020- 06 - Site Plan (SPR20-03) and Four (4) Waivers - 3922 Park Lane (Quasi-Judicial Hearing)

- Proposed Resolution No. 2020-06
- Exhibit "A" - Staff Report and Conditions of Approval Project Narrative and Justification Statement
- Site Plan, Landscape Plan, Architectural Plans, Civil Plans and Letters Colored Site Plan and Architectural Renderings - 3922 Park Lane Townhomes Legal Description
- Aerial Map and Location Map
- Applicant's Presentation - 3392 Park Lane Townhouses

Mayor Smith asked if there was any ex-parte communication – there was none. Mr. Cory Cross was sworn in by the Village Clerk. Village Manager Reade read the staff report into the record. Mr. Cross stated that he had a financial analyst look at the project. He explained that he would break even if he downsized the project to nine (9) units; however, if he does fewer units, the project would not be financially feasible. He discussed some of the other features he changed to be residential while remaining within the code.

Vice Mayor Waller stated that the project is too dense for the area. Council Member Brinkman is concerned about the parking. She is concerned with the color of the building, but she supported the building. Mayor Pro Tem Ready explained he had a concern with security in the area. Council Member Gunther asked about homeownership. He wanted to know if there was a way to include a clause that the developer could not convert this to a homeownership opportunity. Mayor Smith talked about the parking conditions, but overall, she supported the project. Village Attorney Torcivia discussed the ownership feature. There was a discussion about the colors.

Village Attorney Torcivia read the title of the caption into the records.

Council Member Gunther made a motion to approve Resolution No. 2020- 06, seconded by Council Member Brinkman. There was a roll call vote Mayor Pro Tem Ready - Yes, Vice Mayor Waller - Yes, Council Member Brinkman - Yes, Council Member Gunther - Yes, Mayor Smith - Yes. The motion carries 5-0.

10. ACTIONS AND REPORTS

10.1 Temporary Use Permit - Outdoor Vehicle & Equipment Storage - Florida Communication Concepts (FCC) - 1195 South Congress Avenue

- Temporary Use Permit Agreement
- Applicant's Temporary Use Permit Application and Narrative - 1195 S. Congress Avenue
- Applicant's Proposed Parking Plan Property Survey - 1195 S Congress Ave Site Photos
- Aerial and Location Maps
- Florida Communication Concepts - Corporate Information

Mayor Smith introduced this item. The Village Manager read the staff report into the record. Mayor Smith opened the meeting up for discussion.

Council Member Brinkman asked if the sabal palms that are located on the property would remain in place until there is a site plan approval. Mrs. Glas-Castro advised that the trees would remain on the property until the property owner seeks approval of a site plan.

Council Member Gunther asked if conduit reels were brought to the property. The applicant explained that the tenants lay telecommunication lines for Comcast and AT&T, so the owners would store about eight (8) spools in the back along the south wall of the unpaved property. Council Member Gunther asked If this had to do with the 5G improvements throughout the County. The applicant answered yes, but explained the owners work state-wide in other counties that included Broward and Dade. Council Member said that he asked the question because a similar business may have fifty (50) reels of conduits brought to the site. He felt it was important that the number of reels is limited. The applicant stated that the owners majorly use their west coast base to store. Council Member asked that the temporary permit include language that the owner cannot exceed ten (10) reels on the property.

Mayor Pro Tem Ready said that he noticed the building north of the property is up for sale. He asked the owner was there a plan of expansion to move in that area in the future. The applicant said there is not a plan (that he is aware of) to expand. They like the particular property because there is a 10 ft wall around the property that protects their vehicles. Mayor Smith asked if the property owner was aware of the business hours as it relates to the noise ordinance.

Mayor Pro Tem Ready made a motion to approve the temporary use permit for outdoor storage, limiting the number of spools of conduits to ten (10), allow the temporary use permit for six months; contingent upon the site plan being processed by the Applicant, seconded by Council Member Gunther.

There was a roll call vote Mayor Pro Tem Ready - Yes, Vice Mayor Waller - Yes, Council Member Brinkman - Yes, Council Member Gunther - Yes, Mayor Smith - Yes. The motion carries 5-0.

10. VILLAGE MANAGER COMMENTS

Village Manager Reade discussed a luncheon for the employees. He gave an update on COVID and explained that the Village tried to maintain normal operations. He discussed the Phase 1 operations for restaurants. There was a concern with the Code being waived to allow outdoor seating. There is a plan to help restaurants that may not have the compatibility for outdoor seating. He discussed the outreach done by the Planning, Zoning, and Building Department. The Village Council expressed no concerns but wants to continue to help in any way possible. She suggested links on the website to tell residents what is open, pictures of the restaurants serving outside, newsletters, any resources the Village can use to help get the word out. Council Member Brinkman explained that other jurisdictions talked about 25% capacity and use of the parking lots as dining space. She suggested a canopy or umbrella, to make the customer comfortable. The Village Manager talked about a possible indemnification form. Mayor Smith asked if the rule on flags can be waived temporarily for restaurants. He talked about the concern with basketball courts being opened (COVID and social distancing). Parks and Recreation would close the basketball court at 6:00 PM. Council Member Ready asked about Lakewood Park. Mr. Lucas explained that the park is monitored throughout the day. Village Manager Reade explained that the basketball goals will be removed if there is a continued problem. Mr. Lucas gave an update on the summer camps that the Village will hold. He suggested that attendance be reduced (36 approximately), and locations be rearranged. Field trips will not be a part of the camp.

Village Manager Reade talked about the Fourth of July event still moving forward. Mayor Pro Tem Ready asked if the firework stores can be monitored. Village Manager Reade talked about the progress of Foxtail Palm Park. Mr. Lucas stated that the project would be completed at the end of July. He discussed algae-eating fish, landscaping, and sod. He also talked about the walking trail. The village manager talked about drive-

thru graduation ceremonies/parades. He read a letter from Soma Medical Center (Raphel Nunez, MD). The Village Manager asked about a Community Grant program (i.e., rent, utilities, and financial assistance). Mrs. Glas-Castro spoke more on the proposed grant program or hurricane supplies to be offered to the community. The Council concurred that they want to see as many people touched in the community. Council Member Brinkman felt it best to use food to touch more people. Village Manager Reade discussed COVID testing and antibodies. He talked about MS Factor and asked for continued approval to use the vendor to promote online payments. Village Manager Reade stated that a one-time incentive would be offered to all customers, even current customers that have used online bill pay for their utility bill six (6) months consecutively. Mayor Smith asked what percentage of our customers use on-line bill pay. He was not certain, but he thinks it may be less than 5% that use the service now.

At this point, Mayor Smith offered the village attorney an opportunity to make comments. Mr. Torcivia advised that the Village was looking at the Pension Ordinance. He explained that the Pension Attorney, David Miller, is looking at the 5th member on the pension board and giving the Village the right to intervene if there is a hearing. He said the changes were based on suggestions by Mr. Miller. Vice Mayor Waller advised that it is difficult to recruit a fifth member for the pension board. She talked about the criteria to become a member of the pension board. She advocated that the fifth member be more publicized. Mayor Smith suggested that the Council look in their neighborhoods.

Village Attorney Torcivia recommended that the 5th member be expanded to a business owner in the Village. Vice Mayor Waller said that it was her understanding from the pension board attorney, Bonnie Jensen, Village Council should not be involved, only the member that is on the board. The Village Council does not have a say in what is going on, which concerned her. Village Attorney Torcivia said this was a great opportunity to work with Ms. Jensen and bring this item forward later.

11. VILLAGE COUNCIL COMMENTS

Congratulated Mrs. Glas-Castro for becoming the President of the Florida League of Cities. Thanked staff and the Salvation Army for doing a food distribution at Lakeside Village. Council Member Gunther thanked Public Service, Village Clerk, and Public Safety. Mayor Smith talked about the noise in the Village. She asked staff to explore how other cities are handling daytime noise.

12. ADJOURNMENT

Hearing no further business Mayor Smith adjourned the meeting at 9:23 PM.

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 May 14, 2020. Which minutes were formally approved and adopted by the Village Council on January 14, 2021.

Kimberly M. Wynn, Village Clerk

**NEXT MEETING
THURSDAY, JUNE 11, 2020
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 to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) business days prior to the meeting to request such assistance.



VILLAGE COUNCIL MEETING MINUTES
226 CYPRESS LANE | PALM SPRINGS | FLORIDA 33461
JULY 9, 2020 at 6:30 PM

COUNCIL

- Mayor Bev Smith
- Vice Mayor Patti Waller
- Mayor Pro Tem Gary Ready
- Council Member Doug Gunther
- Council Member Joni Brinkman

ADMINISTRATION

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

1. **CALL TO ORDER:** Mayor Smith called the meeting to order at 6:30 PM

2. **ROLL CALL**

Council Present: Mayor Bev Smith, Vice Mayor Patti Waller, Mayor Pro Tem Gary Ready,

Absent: Council Member Doug Gunther, Council Member Joni Brinkman

Staff Present: Village Attorney Glen Torcivia, Village Manager Richard Reade and Village Clerk Kimberly Wynn Sergeant-at-Arms Robert Perez Assistant Police Chief, Ronald Eyma Public Service Director, Suvi Manner Library Director, Kim Glas-Castro Planning, Zoning and Building Director, Justin Lucas, Parks and Recreation Director, and Thomas Cook IT Director

3. **INVOCATION**

Village Manager Reade led the invocation.

4. **PLEDGE OF ALLEGIANCE**

The Village Council led in the Pledge of Allegiance.

5. **ADDITIONS, DELETIONS, OR MODIFICATIONS, AND APPROVAL OF AGENDA**

Village Manager Reade noted that there were no changes, modifications or deletions to the agenda.

6. CONSENT AGENDA *(Public Comment on Consent Agenda Items is permissible prior to voting)*

Vice Mayor Waller made a motion to approve the Consent Agenda as presented, and it was seconded by Mayor Pro Tem Ready. The motion carries, 3-0.

6.1 Approval of Joseph L. Fallon Scholarship Awards - Six (6) Scholarship Awards

6.2 Approve Village of Palm Springs Library Long Range Plan - 2021-2023

- Proposed Long Range Plan - Palm Springs Library Plan - 2020-2022
- Long-Range Plan - Palm Springs Library - 2017-2019 (Strike-Thru Version)
- DRAFT Library Board Meeting Minutes June 23, 2020
- Florida Public Library Outcomes & Standards 2015

6.3 Approve Property Improvement Program (PIP) Matching Grant Award - 101 Woodland Road

- Property Improvement Grant Agreement - 101 Woodland Road
- 101 Woodland Road - Before After Pictures-Fence Roof

6.4 Approve Interlocal Agreement (Task Order #234) - Joint Project Funding for Utility Infrastructure Relocation/Adjustments - Prairie Road Bridge Replacement Project - Palm Beach County

- Proposed Interlocal Agreement - PBC - Prairie Road Bridge
- Exhibit A - Proposed Interlocal Agreement - PBC - Prairie Road Bridge - Bid Tabulations
- Exhibit B - Proposed Interlocal Agreement - PBC - Prairie Road Bridge - Utility Costs

END OF CONSENT AGENDA

Mayor Pro Tem Ready made a motion to approve the Consent Agenda, seconded by Vice Mayor Waller. The motion carries 3-0.

7. PRESENTATIONS

7.1 Presentation - Joseph L. Fallon Village Scholarship Award Winners - Six (6) Scholarship Awards

The six (6) students that were awarded the Fallon Scholarship received their \$1,000 scholarship checks and pictures. Ms. Manner read a letter into the record from Mr. and Mrs. Fallon, who were unable to attend because of the COVID-19 pandemic.

7.2 Presentation - Property Improvement Program (PIP) Matching Grant Award - 101 Woodland Road

- **101 Woodland Road - Before & After Photos**

The Village Manager introduced this presentation. He said that although Ms. Lynn Scott received her check earlier in the year, she came to the meeting to be recognized by the Village Council.

At this time Ms. Scott commented about the benefits of the program and her completed home project.

8. PUBLIC COMMENT *The public shall be limited to three (3) minutes to speak on agenda or non-agenda item(s)*

Mayor Smith offered the public an opportunity to speak on non-agenda items.

1. **Virginia Savietto - 5345 Mendoza Street** – Ms. Mendoza expressed her interest in running for office at the School Board. She wanted to take the time to introduce her to the Council and the Community.

2. **Roger St. Martin - 3760 Kenyon Road** - Talked about the stretch of Lake Worth Road and the transportation woes near his home that resulted from development. He said that between Kirk Road and Banyan, there would be no exit road for traffic since the roads in that area are dead-end streets. He described the density would present more traffic challenges with the new development. He suggested a roundabout street to help calm the traffic, or traffic light on Dolman Road.

At this point, Mrs. Glas-Castro intervened and explained that a traffic study would be addressed at the meeting tonight. She stated that she would make sure that Mr. St Martin was part of the study group developed later.

Hearing no further comment, Mayor Smith closed public comments.

9. PUBLIC HEARINGS

9.1 Resolution No. 2020-15 - Site Plan Amendment (SPR20-04) and Special Exception Use (PSSE20-01) - Penuel Evangelical Church - 3401 2nd Avenue North (Quasi-Judicial Hearing)

- **Proposed Resolution No. 2020-15 - Penuel Evangelical Church - 3401 2nd Avenue North**
- **Project Narrative and Justification Statements**
- **Site Plan, Landscape Plans, Architectural Plans and Letters Color Site Plan**
- **Building Elevations Legal Description**

- [Aerial and Location Maps](#)
- [Exhibit "A" - Staff Report and Conditions of Approval](#)

Mayor Smith asked Council if there was an ex parte communication for Resolution No. 2020-15; there was none. The Village Clerk swore in the applicant Kevin McGinley, and Village staff. Village Manager Reade presented the staff's report. Mr. McGinley presented his testimony to the Council and stated he was available for questions.

Mayor Smith offered the public and Village Council an opportunity to speak on the project. There was no further discussion. Mayor Smith voiced her support of the project and the Council concurred. Village Attorney Torcivia read the title of the caption into the record. The Village Manager thanked the applicant for allowing an additional condition to be added that permitted Penuel Evangelical Church to provide digital divide, affordable internet service for children.

Mayor Pro Tem Ready made a motion to approve Resolution No. 2020-15, seconded by Vice Mayor Waller. The motion carries 3-0.

9.2 Resolution No. 2020-19 - Final Plat - Beatrice Place - 4405 Dale Road (Quasi-Judicial Hearing)

- [Proposed Res No. 2020-19 - Final Plat - 4405 Dale Road - Yordan Sardinas](#)
- [Proposed Final Plat - Beatrice Place - 4405 Dale Road](#)
- [Letter of Compliance with Florida Statutes - Beatrice Place - 4405 Dale Road](#)
- [Engenuity Group](#)
- [Special Purpose Survey](#)
- [Final Plat Narrative - Beatrice Place - 4405 Dale Road](#)
- [Aerial Map and Location Map](#)

Mayor Smith asked the Village Council to disclose any ex parte communication; there was none. Village Clerk Wynn swore in Ms. Crystal Garcia, Beatriz Rodriguez's daughter. Ms. Garcia said that was there on behalf of her mother. The Village Manager read the staff's report into the record. Ms. Garcia did not have a presentation; however, she stated she was available for any questions.

Ms. Garcia asked Mrs. Glas-Castro what to expect once the plat was approved by the Council. Mrs. Glas-Castro explained the plat got recorded. Once the plat was recorded, the property could be sold by the applicant at any time.

Mayor Smith offered the public an opportunity to speak on this item; there were no further comments. Village Attorney Torcivia read the title of the caption into the record.

Vice Mayor Waller made a motion to approve Resolution No. 2020-19, seconded by Mayor Pro Tem Ready. The motion carries 3-0.

9.3 Ordinance No. 2020-08 - Village Code Amendment - Chapter 34 – Land Development Procedures (Second Reading)

- Proposed Ordinance No. 2020-08 - Village Code Amendment - Chapter 34 - Land Development Procedures
- Proposed Ordinance No. 2020-08 - Village Code Amendment - Chapter 34 - Land Development Procedures - Lake Worth Advertisement

Village Clerk Wynn read the statement of advertisement into the record. Mayor Smith asked if staff had further comments on Ordinance No. 2020-08. She opened the meeting to the public and Council for comments and questions; there were none. Village Attorney Torcivia read the title of the caption into the record.

Mayor Pro Tem Ready made a motion to approve Ordinance No. 2020-08, seconded by Vice Mayor Waller. There was a roll call vote as follows: Vice Mayor Waller –Yes, Mayor Pro Tem Ready – Yes, Mayor Smith –Yes. The motion carries 3-0.

9.4 Ordinance No. 2020-09 - Village Code Amendment - Chapter 34 - Article VI "Land Use" - Mobile Food Dispensing Vehicles (Second Reading)

- Proposed Ordinance No. 2020-09 Food Trucks Approved 2020 House Bill (HB) 1193
- Proposed Ordinance No. 2020-09 - Permit Mobile Food Trucks - Lake Worth Herald Advertisement

Village Clerk Wynn read the statement of advertisement into the record. Mayor Smith asked if staff had any further discussion; there was no additional discussion. Mayor Smith opened the meeting to public comment, there were none. Village Attorney Torcivia read the title of the caption into the record.

Vice Mayor Waller made a motion to approve Ordinance No. 2020-09, seconded by Mayor Pro Tem Ready. There was a roll call vote as follows: Mayor Pro Tem Ready – Yes, Vice Mayor Waller – Yes, Mayor Smith – Yes. The motion carries 3-0.

9.5. Ordinance No. 2020-10 - Village of Palm Springs General Employees' Pension Fund (Second Reading)

- Proposed Ordinances No. 2020-10 - General Employee Pension (Board Composition) (Final Version)
- E-mail from Plan's Attorney Regarding Proposed Ordinance No. 2020-10 - June 2020
- Previous Version (Prior to the Review by the Plan's Attorney) - Proposed Ordinance No. 2020-10 - General Employee Pension (Board Composition)
- E-mail from Pension Attorney - Removing Unchanged Procurement Language from Proposed Ordinance No. 2020-10 (Following 1st Reading)
- Final Actuarial Impact Statement - Freiman Little Actuaries
- E-mail Requesting an Actuarial Impact Statement Regarding Ordinance No. 2020-10 - Sent to the Plan's Pension Administrator - June 2020
- Proposed Ordinance No. 2020-10 - General Employee Pension (Board Composition) - Lake Worth Herald Advertisement
- E-mail Confirming Proposed Ordinance No. 2020-10 has been Received by the State of Florida
- E-mail Requesting Proposed Ordinance No. 2020-10 & Actuarial Impact Statement be Submitted to the State of Florida
- Village Attorney Opinion - Pension Ordinance Properly Added to Agenda - June 2020

The statement of advertisement was read into the record by Village Clerk Wynn. Village Manager Reade discussed additional key points about Ordinance No. 2020-10. Mayor Smith offered the public an opportunity to speak on the ordinance.

1. Krystal Rea – **2000 Springdale Boulevard** – Ms. Rea commented on the Finance Director being removed from the General Pension Board. The Finance Director (Rebecca Morse) is a tenured employee with 32-years of service. Ms. Rea expressed her concern with the Village Manager appointed as Chairperson. She talked about his alleged reputation for use of bullying tactics in other cities, and she was concerned with pensions being taken and potential conflict of interest.

Mayor Smith provided Village Attorney Torcivia an opportunity to address the comments. Village Manager Reade stated Ms. Rea's comments were inaccurate. He said that the ordinance intended was to conform with other plans around the state. In furtherance, certain aspects of the ordinance may violate the plan. The suggested fifth member would not have a vested interest in the Village. There were no further comments.

10. ACTIONS AND REPORTS

10.1. Discussion - Proposed Village of Palm Springs Transportation/Mobility Plan - Draft Scope of Services

- DRAFT Scope of Services - Transportation/Mobility Plan - Village of Palm Springs Plan - Scope of Work Revised
- Map of Federal Aid Highway System

Village Manager Reade read staff's report into the record and then introduced Mr. Edward Ng, Consultant with the Corradino Group. Mr. Ng explained that a Scope of Services was drafted, and they wanted to present it to Council before they send it to the Transportation Planning Agency (TPA) for consideration.

Mayor Smith discussed the mobility study and asked for clarification on how this related to the Lake Worth Road Florida Department of Transportation (FDOT) project. She asked about a traffic light on Lake Worth Road. Vice Mayor Waller asked about resurfacing. Mayor Pro Tem Ready discussed the dead-end roads with no outlets on Kirk and Lake Worth Road in the area.

In consensus, the Council supported the proposed plan. They requested that people from the community be part of the Transportation Mobility Study Committee. Mayor Pro Tem Ready asked if there was a deadline to get projects completed. Mayor asked would this project interface with the new walkways. She supported the idea of roundabouts. It was suggested to have three (3) public meetings.

11. VILLAGE MANAGER COMMENTS

The Village Manager discussed Council Member Brinkman's item about Gulfstream and Coconut entrance for the Homeless Resource Center 2 (HRC2). He gave an update on Council Member Brinkman's first meeting regarding HRC2 and the County.

Mr. Lucas gave an update on Foxtail Palm Park. He said the project is scheduled to be completed shortly, and a grant was received.

Village Manager Reade talked about the (COVID) testing sites in the community and the success in outreach. Over seven hundred (700) people were tested. More sites were being considered. He discussed the Census outreach and food distributions in the community. He was not certain if the budget would be ready before the workshop on July 23rd. The workshop may be postponed to the 3rd or 4th Thursday in August. He addressed Ms. Rea's comment and stated the difficulty to hear certain things being said that were unfounded, or untrue.

12. VILLAGE COUNCIL COMMENTS

At this point, Mayor Smith asked Mrs. Manner to discuss the new Digital Divide project. Mrs. Manner described how the project would provide homes with internet to underprivileged families. Mayor Pro Tem Ready asked if the Village considered piggybacking the library service.

Mayor Smith suggested that the Village restart virtual meetings. The Village Manager told the Council that this was recommended and doable.

Council gave a brief update of their activities in the Village.

13. ADJOURNMENT

Hearing no further business Mayor Smith adjourned the meeting at 8:15 PM.

NEXT MEETING

BUDGET WORKSHOP

THURSDAY, JULY 23, 2020 AT 5:00 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 (561) 965-4010 at least 3 business days prior to the meeting in order to request such assistance.

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 9, 2020** Which minutes were formally approved and adopted by the Village Council on **January 14, 2021.**

Kimberly M. Wynn, Village Clerk

ATTEST:

Bev Smith, Mayor



VILLAGE COUNCIL MEETING MINUTES
226 CYPRESS LANE | PALM SPRINGS | FLORIDA 33461
SUNDAY, NOVEMBER 8, 2020 at 5:15 PM

COUNCIL

- Mayor Bev Smith
- Vice Mayor Patti Waller
- Mayor Pro Tem Gary Ready
- Council Member Doug Gunther
- Council Member Joni Brinkman

ADMINISTRATION

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

1. **CALL TO ORDER**

Mayor Smith called the meeting to order at 5:18 PM.

2. **ROLL CALL:**

Council

Present: Mayor Smith, Mayor Pro Tem Gary Ready, Council Member Joni Brinkman, Village Manager Richard Reade, and Village Clerk Kimberly Wynn

Absent: Vice Mayor Patti Waller and Council Member Doug Gunther

Administration

Present: Police Chief Tom Ceccarelli as Sergeant-at-Arms

3. PUBLIC HEARINGS

3.1 Resolution No. 2020-25 - Declaration of State of Emergency within the Village of Palm Springs, Florida - Tropical Storm Eta

- [Proposed Resolution No. 2020-34 Declare a State of Emergency - Tropical Storm Eta](#)
- [Governor DeSantis Executive-Order-20-277](#)
- [Section 2.3 - Emergency Powers of the Village Manager](#)

Village Manager Reade read the staff's report. Mayor Smith read the title of the caption into the record.

Council Member Brinkman made a motion to approve Resolution No. 2020-25, seconded by Mayor Pro Tem Ready. The motion carried 3-0.

4. ADJOURNMENT

Hearing no further business Mayor Smith adjourned the meeting at 5:21 PM.

ATTEST:

Bev Smith, Mayor

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Village Council Emergency Meeting held on **November 8, 2020**. Which minutes were formally approved and adopted by the Village Council on **January 14, 2021**.

Kimberly M. Wynn, Village Clerk

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 to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 business days prior to the meeting to request such assistance.



VILLAGE COUNCIL SPECIAL MEETING MINUTES
226 CYPRESS LANE | PALM SPRINGS | FLORIDA 33461
NOVEMBER 24, 2020 at 8:00 AM

COUNCIL

- Mayor Bev Smith
- Vice Mayor Patti Waller
- Mayor Pro Tem Gary Ready
- Council Member Doug Gunther
- Council Member Joni Brinkman

ADMINISTRATION

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

1. CALL TO ORDER

Vice Mayor Patti Waller called the Special Meeting of the Village of Palm Springs to order at 8:03 AM

2. ROLL CALL:

Present: Vice Mayor Patti Waller, Mayor Pro Tem Gary Ready, Council Member Joni Brinkman, Village Manager Richard J. Reade, and Village Clerk Kimberly Wynn

Absent: Mayor Bev Smith, Council Member Doug Gunther, and Village Attorney Glen J. Torcivia

Staff present: Planning, Zoning & Building Director Kim Glas-Castro, Assistant Finance Director Mariana Ortega-Sanchez and Josefina Maliska, Interim Library Director.

November 24, Village Council Special Minutes

3.1 INVOCATION

Council Member Brinkman gave the invocation.

4.1. PLEDGE OF ALLEGIANCE

Village Council led in the Pledge of Allegiance.

5. ORDER OF BUSINESS

5.1. Approve Interlocal Agreement with Palm Beach County for Reimbursement of COVID-19 Expenditures through CARES Act

- [Reimbursement Program Guidelines for Palm Beach County Municipal CARES Act](#)
- [Palm Beach County Interlocal Agreement for Municipal CARES Act](#)
- [MUNICIPAL Activity Report.](#)

The meeting is necessary to approve the Interlocal Agreement with Palm Beach County to reimburse expenditures related to COVID-19 through CARES Act. The Village Manager read the staff report into the record and advised Council that the meeting was necessary to meet the County's deadline to submit the grant application. The amount calculated on the activity report is an approximate figure; other specific criteria to qualify for reimbursement is required.

Council Member Brinkman made a motion to approve an Interlocal Agreement with Palm Beach County for reimbursement of COVID-19 expenditures through the CARES Act, seconded by Council Member Brinkman. Motion carried 3 – 0.

November 24, Village Council Special Minutes

6. ADJOURNMENT

Hearing no further business, Vice Mayor Waller adjourned the meeting at 8:09 AM.

Kimberly M. Wynn, Village Clerk

The undersigned is the Village Clerk of Palm Springs, Florida, and the information provided herein is the Minutes of the Village Council Special Meeting held on **November 24, 2020**. Which minutes were formally approved and adopted by the Village Council on **January 14, 2021**.

ATTEST:

Patti Waller, Vice Mayor

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 to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least 3 business days prior to the meeting to request such assistance



Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Parks & Recreation

ITEM 6.5: Approval 2020 Christmas Decorating Contest Winners - Fifteen (15) Awards

SUMMARY:

The Village's 2020 Christmas Decorating Contest Judges are recommending that fifteen (15) awards be approved for property owners who have participated (and properly applied to be considered) in this annual contest.

This year, the Village received a total of thirty-two (32) entries to participate in the 2020 Christmas Decorating Contest.

The 2020 Christmas Decorating Contest Judges, which included numerous persons from the community and the Village staff, visited each location on December 17, 2020 to evaluate each entry on a scale from 1 to 10, with a score of 10 being most desirable.

As a result, fifteen (15) residential winners were selected and recommended to receive a \$100 award. There were no commercial entries.

If approved by the Village Council, each of the awardees will be presented with a check during the January 14, 2021, Village Council Meeting (Presentations Section). Due to the COVID-19 pandemic, some of the awardees will be mailed their check and may be acknowledged at a future Village Council meeting.

FISCAL IMPACT:

Funding to support the 2020 Christmas Decorating Contest Awards is available within the FY 2021 Budget - General Fund.

ATTACHMENTS:

Holiday Decorating Contest Winners

324 Shady Lane

309 Henthorne Drive

216 Poe Drive

352 Pinehurst Road

416 Santa Anna

328 Winged Foot Road

305 Winged Foot Road

357 Pinehurst Road

421 Santa Anna

324 Pinehurst Road

356 Pinehurst Road

305 Henthorne Drive

449 Davis Road

405 Cypress Lane

360 Cavalie Road



VILLAGE OF PALM SPRINGS 2020 CHRISTMAS DECORATING CONTEST

- ❖ 324 Shady Lane
- ❖ 309 Henthorne Drive
- ❖ 216 Poe Drive
- ❖ 352 Pinehurst Road
- ❖ 416 Santa Anna Drive
- ❖ 328 Winged Foot Road
- ❖ 305 Winged Foot Road
- ❖ 357 Pinehurst Road
- ❖ 421 Santa Anna Drive
- ❖ 324 Pinehurst Road
- ❖ 356 Pinehurst Road
- ❖ 305 Henthorne Drive
- ❖ 449 Davis Road
- ❖ 405 Cypress Lane
- ❖ 360 Cavalier Road



































Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 6.6:

Approve Property Improvement Program (PIP) Matching Grant Awards - 317 Pinehurst Road and 261 Davis Road

SUMMARY:

The Village's Property Improvement Program (PIP) Committee is recommending that two (2) grant awards be approved for property owners who have completed an improvement project to their property and have filed the necessary documentation to receive matching grant funding under this program:

- Owner/Resident: Marisol Del Cid
 - Address: 317 Pinehurst Road
 - Project: Replaced asphalt shingle roof with metal roof
 - Eligible (Project) Cost(s): \$18,675.00
 - Matching Grant Award: \$ 5,000.00
-
- Owner/Resident: John Kuntzman
 - Address: 261 Davis Road
 - Project: Replaced asphalt shingle roof with dimensional shingles
 - Eligible (Project) Cost(s): \$10,303.64
 - Matching Grant Award: \$ 5,000.00

The PIP Selection Committee met on September 8, 2020, and recommended approval of the grant awards (up to 50% of \$5,000). If approved by the Village Council, the awardees will be mailed their check and may be acknowledged at a future Village Council meeting.

FISCAL IMPACT:

Funding to support the proposed awards is available within the FY 2021 Budget - General Fund.

ATTACHMENTS:

Property Improvement Grant Agreement - 317 Pinehurst Road

317 Pinehurst Road - Before and After Photos

Property Improvement Grant Agreement - 261 Davis Road

261 Davis Road - Before and After Photos



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 15th day of September 2020, by and between the VILLAGE OF PALM SPRINGS and Marisol Del Cid (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 317 Pinehurst Road; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the existing roof with new modified roofing system or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$5,000.00**. **In no event shall the Village's reimbursement costs exceed \$5,000.00.**
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A" and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

BY: [Signature]

Print Name: Marisol Del Cid

VILLAGE OF PALM SPRINGS

BY: [Signature]

Richard J. Reade, Village Manager

STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 18th day of October, 2020 by Marisol Del Cid (name of person acknowledging), who is personally known to me or who has produced FLORIDA DLIC (type of identification) as identification.

(SEAL)



[Signature]
Signature of Notary Public – State of Florida



BEFORE



AFTER



Village of Palm Springs

PROPERTY IMPROVEMENT GRANT AGREEMENT

THIS AGREEMENT is entered into this 15th day of September 2020, by and between the VILLAGE OF PALM SPRINGS and John Kuntzman (Applicant).

WHEREAS, the Applicant has made application for a grant with the Village of Palm Springs under the Property Improvement Program for real property located at 261 Davis Road; and

WHEREAS, the Village of Palm Springs has approved said application.

IT IS HEREBY AGREED AS FOLLOWS:

- 1) Applicant agrees to rehabilitate the existing roof with new modified roofing system or other property elements consistent with the application submitted to the Village, which is attached to the Agreement as Exhibit "A".
- 2) In consideration of same and upon satisfactory completion and submittal of appropriate receipts, as determined by the Village Land Development Director in his/her sole discretion, the Village will reimburse Applicant fifty percent (50%) of the total (eligible) project costs, in an amount not to exceed **\$5,000.00**. **In no event shall the Village's reimbursement costs exceed \$5,000.00.**
- 3) Applicant, its successors or assigns, agrees to complete all work, as described on Exhibit "A" and obtain a Certificate of Occupancy or other applicable document that shows 100% completion of the work within one year from the execution of this Agreement, as set forth above.
- 4) Applicant, its successors or assigns, agrees to maintain the improvements for a period of five (5) years from completion. Should applicant, its successors or assigns, fail to maintain said improvements for a period of five years, applicant, its successors or assigns, shall be obligated to reimburse the Village the full amount of grant funding contributed by the Village under paragraph 2 of this Agreement.
- 5) This agreement shall be governed by the Laws of the State of Florida and venue shall be in Palm Beach County.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first stated above.

APPLICANT

VILLAGE OF PALM SPRINGS

BY: John Kuntzman

BY: [Signature]

Print Name: John Kuntzman

Richard J. Reade, Village Manager

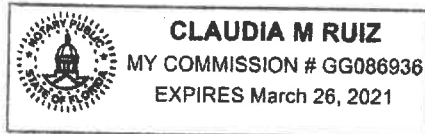
STATE OF FLORIDA

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16th day of October, 2020 by John Allen Kuntzman (name of person acknowledging), who is personally known to me or who has produced FLOR LIC (type of identification) as identification.

Claudia M. Ruiz
Signature of Notary Public – State of Florida

(SEAL)





BEFORE



AFTER



Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Parks & Recreation

ITEM 6.7:

Approve Lakewood Gardens Park Playground Shade Structure Purchase Contract (Task Order No. 286) - Piggyback - Parks and Recreation Department (FY 2021 Funded - General Fund) - Shade Systems, Inc.

SUMMARY:

The Parks and Recreation Department has identified a need to purchase a shade structure to provide shade for the previously approved playground equipment at Lakewood Gardens Park. This type of shade structure is important for the safety of our children utilizing the playground equipment as the Florida weather limits the ability for residents to utilize the playground equipment in the heat of the day, including the summer. This new structure, if approved, would contribute to ensuring a more safe and fun play space for our community.

Note: Lakewood Gardens Park was annexed into the Village in July, 2014 as an improved park with a playground installed by Palm Beach County. The park was deeded over to the Village in November 2014 as part of the Village's larger annexation process for this area of the County/Village. To ensure that the equipment within this park is safe, new playground equipment has been approved (expected to be installed by Regal Contractors, Inc.) and, the purchase and installation of a new shade structure, will contribute to the renovation of this important park within the southern portion of our Village.

To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Volusia County School District Contract awarded to Shade Systems, Inc. This selection by Volusia County School District was completed through a competitive selection process - Playground and Related Equipment (ITB MTS-906BC - October 23, 2018).

Note: Through the Volusia County School District contract, the Parks and Recreation

Department would be able to obtain a price of \$47,611.00 that included a 25% discount (per the terms of the approved contract) from their retail catalog pricing.

Within the FY 2021 Budget - General Fund and the Capital Improvement Plan (CIP), the Village Council approved \$400,000 for the renovation of Lakewood Gardens Park. This funding, included the \$200,000 federal grant award from the Land Water Conservation Fund (LWCF) Grant, that is expected to include the replacement and installation of new playground equipment, safety surfacing, shade coverings, renovation of volleyball and basketball courts, new and improved picnic facilities and enhanced landscaping.

If approved, the Village would accept Shade System, Inc's pricing by piggybacking the Volusia County School District Contract, including all terms, conditions and pricing therein. 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.

The Village's Purchasing Code, Section 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

If approved, the proposed permitting and installation of the new shade structure system would be completed in conjunction with the installation of the previously approved playground equipment and is estimated to be complete within 180 days (June/July 2021) following the Notice to Proceed/Receipt of Purchase Order by the Village.

The Parks & Recreation Advisory Board considered the proposed shade structure improvement project during their October 7, 2020 and their December 9, 2020 meetings and provided input on the proposed design and recommended approval.

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, Public Service Director/Engineer, Assistant Public Service Director/Engineer, the Public Service Project Manager, the Assistant Village Manager/Planning, Zoning & Building Director and the Finance Director.

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

FISCAL IMPACT:

Funding to support this purchase is available within the FY 2021 Budget - General Fund.

<u>Allocated/Estimated Project Funding:</u>	
FY 2021 Approved Budget - General Fund	<u>\$400,000.00</u>
TOTAL APPROVED BUDGET:	\$400,000.00

<u>Estimated/Actual Project Costs:</u>	
Actual Project Cost - Lakewood Gardens Park Survey (Task Order #286) - FY 2020	\$ 5,800.00
Proposed Project Cost - Lakewood Gardens Park Shade Structure Purchase (TO #286)	\$ 47,611.00
Approved Project Cost - Lakewood Gardens Park Playground Replacement (TO #286)	<u>\$172,103.87</u>
TOTAL EQUIPMENT PURCHASE COST:	\$225,514.87

Note: The Village Council previously approved \$400,000 toward improvements to Lakewood Gardens Park within the FY 2021 Budget. Additionally, the Village was awarded a Land Water Conservation Fund (LWCF) Grant to complete these park improvements, which includes a 50:50 matching reimbursement (\$200,000).

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods/services.

ATTACHMENTS:

Proposed Piggyback Agreement-Shade Systems Inc.

Approval to Piggyback - Shade Systems, Inc

Proposal - Lakewood Gardens Park Shade Structure - Shade Systems, Inc.

School Board of Volusia County Contract - Invitation to Bid (ITB MTS - 906BC) Documents - Shade Systems, Inc.

School Board of Volusia County - Invitation to Bid (ITB MTS-906BC) - October 23, 2018

School Board of Volusia County - ITB MTS-906BC - Playgrounds and Related Equipment - Announcement

School Board of Volusia County - Award Approval Notification (ITB MTS-906BC) Playgrounds and Related Equipment

Proposed Lakewood Gardens Park Shade Structure - Site Plan - Shade Systems, Inc

Shade Systems, Inc - Pricing List

Shade Systems, Inc - Pricing Discount

Shade Systems, Inc - Product Guide Book

CIP Form - Lakewood Gardens Park Improvements

**AGREEMENT FOR THE PURCHASE OF PLAYGROUND SHADE CANOPY
EQUIPMENT FOR LAKEWOOD GARDENS**

This Agreement for the purchase of playground shade canopy equipment ("Agreement" hereafter) is made as of the _____ day of _____, 202__, 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 **Shade Systems, Inc.**, 4150 S.W. 19th Street, Ocala, Florida 34474, a company authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to supply playground shade canopy equipment for use in the VILLAGE's Lakewood Gardens Park; and,

WHEREAS, the School Board of Volusia County through its competitive selection process awarded a Contract for the supply and delivery Playgrounds and Related Equipment (Bid # MTS-906BC), (hereafter "Volusia Contract") to the VENDOR, which includes the shade canopy equipment sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has agreed to execute this Agreement with the VILLAGE for the supply of shade canopy equipment based on the terms and conditions of the Volusia Contract and the pricing contained therein; and,

WHEREAS, the VILLAGE desires to accept the pricing and terms and conditions and piggyback the Volusia Contract, including all terms and conditions 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. Volusia Contract. The School Board of Volusia County's Contract with the VENDOR 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 School Board of Volusia County under the Volusia Contract and all associated and applicable Contract Documents as defined therein and which shall include Bid #MTS-906BC and all attachments thereto. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Volusia Contract.
3. VENDOR's Proposal. In accordance with the terms and conditions in the Volusia Contract and pricing therein, the VENDOR shall supply as requested by the VILLAGE, as set forth on Exhibit "A", attached hereto and incorporated herein. The goods to be provided by the VENDOR shall be available subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Volusia 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);
- C. Volusia Contract (including all Contract Documents as defined therein including the Bid documents); and,

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 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; and
- C. The Volusia Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the pricing stated in the VENDOR's proposal, attached hereto, and as set forth in the Volusia Contract. VENDOR 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 VENDOR 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 VENDOR shall maintain the insurance and warranties as required by the Volusia Contract, or as provided herein. Said insurance will name the VILLAGE as an additional insured.
- 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 Agreement 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 Agreement 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 Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the Volusia Contract.
- 6.11 Public Records: VENDOR 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 VENDOR 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 VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR 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 VENDOR 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.

- 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 VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR 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.
7. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees

during the course of performing services or caused by the goods provided pursuant to the Volusia bid documents and subsequent contract and this Agreement.

8. Defaults; Termination of Agreement.

A. If the Village Manager deems that the VENDOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the VENDOR specifying defaults to be remedied within fifteen (15) days.

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR and the VILLAGE may withhold any money due or which may become due to the VENDOR for such task related to the claimed default; or

If after thirty (30) days the VENDOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon fifteen (15) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

9. 13. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

D. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

E. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST

Kimberly M. Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: **SHADE SYSTEMS, INC.**

By: _____

Print Name: Jeremy Purkers

Title: Architectural Specialist

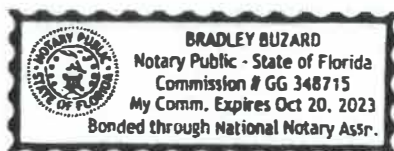
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 21st day of December, 2020
by Jeremy Purkers, as Architectural Specialist of Shade Systems, 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 Driver's License as identification.

Notary Public

Print Name: Bradley B. Buzard #GG348715
My commission expires: 10/20/2023





4150 S.W. 19 Street · Ocala, FL 34474

Tel.: 352/237-0135

TOLL-FREE: 1-800-609-6066

FAX: 352/237-2256

e-mail: info@shadesystemsinc.com

December 3, 2020

Dear Sirs:

Justin,

Please be advised that the Village of Palm Springs will be able to utilize the Volusia County School Board Contract (MTS-906BC) for purchasing of shade products.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jeremy Purkis", is placed over a faint, circular background stamp.

Jeremy Purkis
Architectural Specialist
Encl.



4150 S.W. 19 Street
Ocala, FL 34474
p: (800) 609-6066 | f: (352) 237-2256
www.shadesystemsinc.com

Sales Order

Bill To: The Village of Palm Springs
226 Cypress Ln
Palm Springs, Florida 33461
Justin Lucas
jlucas@vpsfl.org

Prepared By: Jeremy Purkis (ext. 119)
(352) 237-0135
jeremy@shadesystemsinc.com

Quote No.: Q-02199
Quote Date: 12/2/2020
Expires On: 3/1/2021

Project Name: Lakewood Gardens

Thank you for your interest in Shade Systems. We are happy to quote the following product(s):

QTY	DESCRIPTION	EACH	TOTAL
1	Custom Shade Systems per attached drawing number: Q-02199, dated 12/02/2020 per the following: CoolNet™ Color: _____ Powder Coat Color: _____	\$0.00	\$0.00
3	Model No: SAT2514A - Additional Custom 'Sail' Canopy with Column	\$9,384.00	\$28,152.00
1	Model No: SAT2514 - Custom 'Sail' Canopies with Columns	\$15,640.00	\$15,640.00
1	Model No: SAT3514A - Additional Custom 'Sail' Canopy with Column	\$10,948.00	\$10,948.00
7	Model No: PMT6 - Pier Mount Column - Over 6" Diameter	\$640.00	\$4,480.00
1	Model No: ENGDWG - Florida Professional Engineer Sealed Drawings	\$800.00	\$800.00
1	Model No: ENGCAL - Florida Professional Engineer Sealed Calculations	\$800.00	\$800.00
1	Less: 25% Discount per Volusia County School Contract: # MTS-906BC	\$-15,205.00	\$-15,205.00
1	Shipping / Handling Charge to Palm Springs, Florida 33461	\$1,996.00	\$1,996.00
TOTAL:			\$47,611.00

IMPORTANT TERMS & CONDITIONS:

- All products quoted are per standard Shade Systems specifications per our catalog with column type(s) indicated.
- Above includes the cost of powder-coating metal parts with standard Shade Systems colors as shown in our catalog. Special optional colors are available at \$800.00 additional cost per optional color selected.
- Prices do not include any concrete supplies, anchoring hardware (if applicable), truck unloading or installation.
- Current shipping schedule is estimated at 6 to 8 weeks after receipt of order.
- To place this order, please indicate desired colors in the space above and return signed copy of this Sales Order along with your official municipal purchase order.

ABOVE APPROVED AND ACCEPTED:

By signing below, Buyer accepts the terms and conditions of this Sales Order and directs Shade Systems to provide the products listed for the amounts shown. Buyer agrees this order is not cancelable.

BY: _____ TITLE: _____ DATE: _____



4150 S.W. 19 Street · Ocala, FL 34474
Tel.: 352/237-0135 · TOLL-FREE: 1-800-609-6066 · FAX: 352/237-
2256
e-mail: info@shadesystemsinc.com

November 6, 2018

School Board of Volusia County
Purchasing Department
3750 Olsen Drive
Daytona Beach, FL 32124

**RE: Bid # MTS-906BC, Playgrounds and Related Equipment - 2:00 P.M.
November 9, 2016**

Dear Sir or Madam:

Enclosed you will find our bid submittal pursuant to the above-referenced request for Bid Proposals. Also enclosed is a stamped, self-addressed envelope for your use in returning a copy of the bid tabulation.

Please note the important benefits provided by Shade Systems products:

- **Turn-N-Slide™** easy canopy removal system at each and every rafter corner. (see page 5 of enclosed product catalog and the enclosed information sheet) - makes it easy to remove **AND** re-attach canopy in the event of hurricanes. Covered by a 10 year warranty,
- **20 year** post and frame warranty – Non Pro-Rated
- **10 year** fabric and stitching thread warranty – Non Pro-Rated
- Vinyl covered stainless steel cables, covered by a 10 year warranty.
- Shade Systems is the only manufacturer whose time-tested Turn-N-Slide easy fastening system has been in continuous use for over 15 years and has been through hurricanes Wilma and Katrina in 2005.

Thank you for the opportunity to bid your shade requirements. We look forward to being of further service to you.

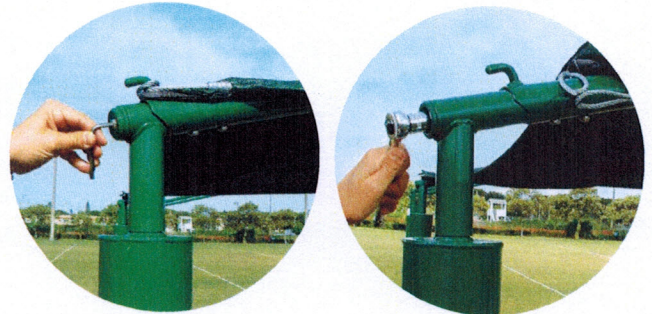
Sincerely,

Jeremy Purkis
Architectural Specialist
Encl.

Why choose Shade Systems™?

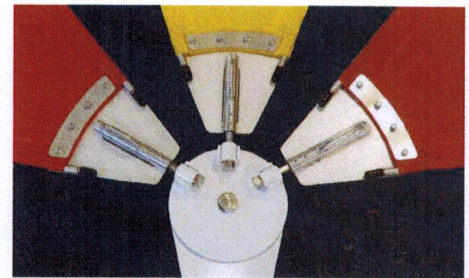
✓ Turn-N-Slide™ Easy Fastening System

- Makes it easy to remove and re-attach the fabric canopy for the winter season or in case of severe storm such as hurricanes (most other shade companies' products are permanent and require professional installers to remove and re-install the canopy).
- Only patented and time-tested system of its kind – in continuous use nationwide since 2003
- See our demonstration video at:
<http://shadesystemsinc.com/turnslide/turn-n-slide-video/>



✓ One-Point 'Sail' Attachment System

- No need to thread messy cables – each corner of the Sail fabric canopy features a stainless steel bracket with just one tensioning bolt to easily attach or remove the canopy. Cables are permanently concealed in the hems and terminate in the stainless steel bracket – you never have to touch them!
- See our demonstration video at:
<http://shadesystemsinc.com/sails/sails-video/>



✓ Extensive use of stainless steel for maximum corrosion resistance

- All stainless steel hardware
- All stainless steel cables

✓ 100% U.S. made - All under one roof in our Florida factory!

- Watch our 5-minute Factory Tour video:
<http://shadesystemsinc.com/about-us/factory-tour-video/>

✓ Most comprehensive warranties in the industry

20 yrs on metal frames against rust-through corrosion

10 yrs on CoolNet™ shade fabric against deterioration

10 yrs on CoolNet™ stitching thread against deterioration

10 yrs on Turn-N-Slide™ Easy Fastening System

(And none of the above warranties are pro-rated!)

✓ Fire Rated

- CoolNet™ Shade Fabric is treated with fire retardants, and passes the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol. Ask for a copy of the test results.

✓ Maximum U.V. protection

- Up to 99% U.V. screening protects against sun overexposure
- Reduces temperatures by up to 15-20 degrees
- Extends the life of playground equipment and other property underneath



Shade Systems, Inc.
4150 SW 19th Street
Ocala, FL 34474

Toll Free: 1.800.609.6066
Local: 352.237.0135
Fax: 352.237.2256

e-mail: info@shadesystemsinc.com
web: www.shadesystemsinc.com

Turn-N-Slide™ by Shade Systems Blows Away the Competition!

Our Turn-N-Slide is the original time-tested canopy removal system for fast and easy release in case of hurricanes. And, after the storm has passed, only the Turn-N-Slide makes canopy re-attachment a breeze!
See a brief video of how it works here: <http://shadesystemsinc.com/turnslide/turn-n-slide-video/>

Compare our proven Turn-N-Slide to the competition's 'Quick Release'

Turn-N-Slide by Shade Systems



Step 1:
Use our special vandal-resistant tool to remove access cap



Step 2:
Turn concealed nut using a standard socket wrench. Attachment hook moves backward, releasing the canopy cables.

The Competition



Messy Cables



Slot in rafter allows water corrosion

The Turn-N-Slide Advantages

- ✓ It's on every rafter corner - not just opposite corners.
- ✓ Uses independent cables factory-inserted in each hem - not a continuous cable which needs to be cut and clamped in the field.
- ✓ Needs no customer-supplied special tools except for a common socket wrench.
- ✓ Rafters are sealed at the top and do not allow any moisture to enter the mechanism.
- ✓ Attachment hook is on a moving sleeve, spreading the load exerted by the cables over the entire rafter strength for long-term durability.
- ✓ Turn-N-Slide is the only such system in continuous use for over 10 years, and the only one which comes covered by its own written 10 year warranty against failure.
- ✓ The Turn-N-Slide comes with a 5-minute instructional video - great to remind staff how to remove the canopy after an absence of hurricanes for a few years have dulled our memory!

How the Competition Falls Short

- ✗ If the competition even offers a built-in mechanism, beware that it may be installed on only opposite corners, which does not work as well and makes canopy removal and re-attachment a chore.
- ✗ Competition uses a continuous cable around the entire perimeter of the canopy which needs to be threaded through the hems evenly and clamped tight by an installer.
- ✗ Competition's continuous cables require a "come along" or winch to tighten - very difficult to do.
- ✗ At least one competitor cuts a slot in the top of the rafter for the hook to protrude through, which allows water and debris to enter the mechanism and can cause corrosion and failure.
- ✗ A competitor attaches the hook directly to the althread rod inside which is weaker than the entire rafter - high wind speeds can cause the rod to bend and fail.
- ✗ Competitors' inferior imitations have not been on the market as long, have not been through any hurricanes, and do not have a published warranty against failure.
- ✗ Competitors do not offer an instructional video of their mechanism.

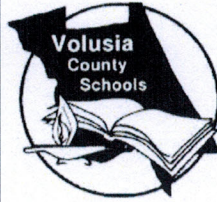


Shade Systems, Inc.
4150 SW 19th Street
Ocala, FL 34474

Toll Free, 1.800.609.6066
Local, 352.237.0135
Fax, 352.237.2256

e-mail, info@shadesystemsinc.com
web, www.shadesystemsinc.com

School Board of Volusia County
Purchasing Department
3750 Olson Drive
Daytona Beach, Florida 32124



INVITATION TO BID

PAGE 1 OF 34

**ITB TITLE: PLAYGROUNDS AND
RELATED EQUIPMENT**

BID NO.: MTS-906BC
RELEASE DATE: October 23, 2018

F.O.B. DESTINATION: REFER TO BID DETAILS FOR LOCATIONS

The public is invited to attend the bid opening on:
BID DUE DATE and TIME: NOVEMBER 9, 2018 @ 2:00 P.M.

BUYER: BRIAN CLEM, CPPB
BJCLEM@VOLUSIA.K12.FL.US

Bid Submittal shall be electronically uploaded into VendorLink prior to the ITB DUE DATE and TIME listed above.

ITB OPENING LOCATION: Purchasing Conference Room
3750 Olson Drive
Workroom 4
Daytona Beach, Florida 32124

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for bid to be considered.

☐ Literature	☐ Specifications	☒ Catalogs	☒ Non-Collusion & Non-Conflict of Interest Pages 23-25
☒ Debarment Form Page 22			☒ Manufacturer's Certificate of Warranty
☒ List of References Page 20			☒ Bidder's Response Sheet Exhibit A
☒ Drug-Free Workplace Certification Page 26			☒ Statement of Principal Place of Business Form Page 21
☒ Digital Submittal Required			
☒ Certificate of Insurance: See enclosed guidelines for detailed specifications			
☒ Additional submittals specific to this bid may also be required: See solicitation for details			

PERIOD OF PERFORMANCE: UPON BOARD APPROVAL THRU JANUARY 31, 2022; THREE OPTIONAL ONE-YEAR RENEWAL PERIODS
THE ANTICIPATED DATE OF BOARD APPROVAL IS JANUARY 2019.

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: Shade Systems, Inc.

Address: 4150 SW 19th Street

City: Ocala State: FL Zip Code: 34474

EMAIL: jeremy@shadesystemsinc.com Telephone: 800-609-6066 FAX: 352-237-2256

Signature of Owner or
Authorized Officer/Agent: Jeremy Purkis

Typed Name of Above: Jeremy Purkis

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders' final payment to the Vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and Vendor. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Purchasing Department.

NO BID I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

- | | |
|--|--|
| ☐ 1. Insufficient time to respond | ☐ 7. Addendum received too late to respond |
| ☐ 2. Specifications were unclear or restrictive | ☐ 8. Could not meet Insurance requirements |
| ☐ 3. Could not meet bonding requirements | ☐ 9. We do not offer the product or service requested |
| ☐ 4. Our schedule will not permit us to respond | ☐ 10. Remove our company name from this <u>commodity listing only</u> . |
| ☐ 5. Terms & Conditions were unclear or restrictive | ☐ 11. Keep our company on the bid list for future bids |
| ☐ 6. Could not meet specifications | ☐ 12. Other _____ |

GENERAL TERMS AND CONDITIONS

Bidder: to ensure acceptance of the bid follow these instructions.

1. **Sealed Bid Requirements:** The "Invitation to Bid" sheet must be completed, signed, and returned with each bid. Bids shall be signed by a representative authorized to legally bind the Bidder to the provisions herein. All bids shall be submitted electronically via VendorLink unless otherwise instructed. Additional bid submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Bidder(s) must use the form(s) furnished by The District. All bids shall be typewritten or filled in with pen and ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be e-signed or signed in ink by an officer or employee having authority to legally bind the Bidder. By signing, Bidder attests that they fully understand there will be no recourse for negligence or oversight for not doing so. **Bids received that fail to comply with these submittal requirements may not be considered for award.**
 - a) **Delivery of Bid:** Electronic bid submittals, described in the Electronic Submittal of the Bid section of this solicitation, are mandatory unless otherwise specified. Responses must be furnished and uploaded in VendorLink no later than 2:00 PM, EST, on or before the due date specified on the cover sheet of this ITB, to be considered. Bids shall be organized and shall include necessary information as to be in full compliance with the ITB specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the ITB general conditions, specifications or ITB submittal requirements.
 - b) **VendorLink help can be accessed by calling (407) 222-1885, or by emailing support@evendorlink.com.**
 - c) Bids received by telephone, telegraph, electronic mail, or facsimile machine shall NOT be accepted unless stated in the special conditions of this ITB.
2. **Bidder's Responsibility:** It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date. Bidder(s) are required, before submitting their bid, to obtain and carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
3. **Bid Opening:** Bid openings shall be public at the date and time stated in the ITB unless otherwise indicated.
4. **Bids Received Late:** It is the Bidder(s) responsibility to assure that the bid is uploaded in VendorLink prior to the opening date and time specified. Any bid received after the opening date and time will be rejected regardless of the circumstances.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the term or condition that is more stringent and/or specific shall govern and apply.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, 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 of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or Vendor 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, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list. Bidder(s) shall complete and submit with their Bid the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification/Variations:** For purpose of evaluation, the Bidder shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the offered product or service fully complies with the specifications, terms and conditions herein.
 - a) Any purchasing agreements and state term contracts available under s.287.056 of the Department of Management. Services for this non-academic commodity and contracted services have been reviewed for the subject of this solicitation. **//BJC//**
Buyer's Initials
8. **Requests for Clarifications:** Any and all questions regarding this ITB, whether technical, procedural, or otherwise, must be submitted in writing to the attention of the Purchasing Agent designated herein, seven (7) business days prior to the ITB due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB documents. No correction or clarification of any ambiguity, inconsistency or error in the ITB terms, conditions or specifications will be made to any Bidder orally. Only the interpretation or correction so given by the Purchasing Agent, in writing, shall be binding. Bidder(s) are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITB documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Purchasing Agent in writing no more than three (3) days after the receipt of the documents.
9. **Processing Time:** It is understood that the normal bid processing time shall be 90 days after the opening date of this ITB, and that prices reflected by the bid will be firm through the bid processing time and the delivery of the items awarded.
10. **Original and Renewal Term:** The award resulting from this ITB shall be in effect for the term defined in the detailed specifications commencing upon District approval or until new bids are taken and awarded. The award resulting from this ITB (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District. The Bidder agrees to these conditions by signing its bid.
11. **Lobbying:** Bidder(s) are hereby advised that they are **not** to lobby with any District Personnel or Board Members regarding this ITB. All inquiries must be written and directed to the Department of Purchasing Services.
 - a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Bidder or any individual on behalf of a Bidder will result in rejection/disqualification of said bid.

- b) Violation of this provision regarding lobbying may also result in disqualification of the Bidder from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Purchasing and as acted upon by the Superintendent and the School Board, as appropriate.
- 12. Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.
- 13. Brands: If specified,** Bidder(s) shall indicate, for each item bid, the name and model of the brand being bid. Use of brand names, trade names, make, and model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is bid, it is the Bidder's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Bids received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of bids submitted. Once an item is awarded from this bid to a Bidder, no substitution of brands shall be permitted. If a Bidder does not indicate what he is offering in the proper blank and if the Bidder is successful in being awarded the item(s) then the Bidder shall be obligated to furnish the item(s) specified by The District.
- 14. Warranty/Guarantee:** All materials and/or services furnished under this bid shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from The District.
- 15. Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Bidder(s), successful and unsuccessful, shall be notified of the award configuration in writing by the Purchasing Department. Bidder(s) who are awarded a contract resulting from this ITB are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Purchasing Department. Notification of Award is not to be construed as authorization to provide goods or services.
- 16. Contract Documents:** The submission of a bid constitutes an offer by the Bidder. Upon Board approval the Purchasing Department will issue a letter of award. The District does not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Bidder enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this ITB, any addenda to this ITB, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful bidder and the District. If a specific contract document is requested by the District, it shall be included with the above-mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Bidder and The District. This contract shall bind the Bidder to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted bid. It is agreed that the Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.
- 17. General Information about the District:** The District and its School Board of Volusia County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
- a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the Board by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
- b) The School District of Volusia County serves the entire area of the county. The District's enrollment is approximately 62,800 K-12 students. With approximately 7,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is one of the largest employer in Volusia County.
- 18. Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply and/or service are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
- a) The volatility is due to causes wholly beyond the Vendor's control
- b) The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the Vendor that continued performance of the contract would result in substantial loss or financial hardship.
- The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Purchasing within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
- 19. Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Vendor may offer a substitute product to the District. The Vendor shall provide specifications for the offered substitute product, or if requested by the District, a sample of the offered substitute. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the offered substitute is acceptable are solely within the discretion of the District.

20. Vendor Performance: The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITB. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.

b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.

c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.

d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.

e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.

f) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.

g) All employees are prohibited from distributing any papers or other materials upon District property and are strictly prohibited from using any District telephones or other office equipment.

h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.

i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.

j) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.

k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.

l) Vendor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor

shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.

m) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Vendor within five (5) business days of written demand for same from The District.

n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.

o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.

p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.

q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:

I. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.

II. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.

III. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.

IV. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

21. **Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
22. **Bid Bonds and Performance Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful bidder(s). After acceptance of a bid, the District will notify the successful bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
23. **Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
24. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITB are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the District for immediate cancellation. Upon cancellation, hereunder the District may pursue any and all legal remedies as provided herein and by law. The District reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Bidder from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Purchasing.
- a) **Default/Cause:** In the event that the awarded Bidder should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
25. **Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a bid award, the Bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
26. **Indemnity:** This General Condition of the ITB is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
27. **Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622388C-5, and Federal Tax Identification is No. 59-6000884.
28. **Occupational Safety Hazards Act Requirements:** The Bidder certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Bidder further certifies that if he or she is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Bidder.
29. **Drug Free Workplace/Identical Tie Bids:** Whenever two or more bids, which are equal with respect to price, quality and service, are received for the Purchasing 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. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
30. **Ethics:** All awarded bidder(s) shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
31. **Confidentiality:** Bidder(s) shall be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.
32. **Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school Districts, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received, or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately bid any single order to purchase any item on this bid if it is in its best interest to do so.
33. **Authority to Piggyback:** The School District of Volusia County is a member of the Bay Area Cooperative Purchasing Consortium. Upon award of this solicitation, if mutually agreed upon between the successful bidder(s) and governmental entity, submission of any bid in response to this request constitutes a bid made under the same conditions, for the same pricing, and for the same effective period as this ITB, to any other governmental entity.
34. **Invoicing:** Orders shall be processed, or work performed only upon receipt of authorized purchase orders issued by the District. The Vendor will provide **two copies of the original invoice to The School District of Volusia County, Financial Accounting Department, located at 200 North Clara Ave, DeLand, FL 32721.**
- a) All invoices shall include purchase order number, date and location of delivery or services, and confirmation of acceptance by the appropriate District representative. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
35. **Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the

Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.

36. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
37. **Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and District Policy 702, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the bid protest procedures established by the School District of Volusia County, Florida shall constitute a waiver of all protest rights.
38. **Public Records Compliance:** In addition to other contract requirements provided by law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:
- Keep and maintain public records required by the school district to perform the services;
 - Upon request from the school district's custodian of public records, provide the schools districts 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 this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the school district; and
 - Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the contractor or keep and maintain public records required by the school district to perform the service. If the contractor transfers all public records to the school district 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 school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

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 AT:

CUSTODIAN OF PUBLIC RECORDS
(386)-734-7190 Ext. 20110 or 20138
publicrecordsrequest@volusia.k12.fl.us
200 N. Clara Ave., Deland, FL 32720

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School District of Volusia County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

39. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.
- The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
 - Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.
 - Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Office of Professional Standards. Any costs associated with obtaining District badges through the Department of Professional Standards shall be the sole responsibility of the Vendor.
40. **Vendor Process for Fingerprinting:** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.465. Vendors who will never be present on a school district campus are not required to be fingerprinted.

- 41. Confidential, Proprietary, or Trade Secret Material:** If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Bidder must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend and indemnify the School Board for any and all the claims from or relating to Bidder(s) determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
 - If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Bidder in response to a public records request for these records.
- 42. Confidentiality of Student Records:** Contractor(s) understand and agree that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of student information. The Contractor(s) further agree to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. The Contractor(s) shall regard all student information as confidential and will not disclose the student information to any third party.
- 43. Florida Preference:** Pursuant to Section 287.084, Florida Statutes, effective July 2012, the Board shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Bidder(s) having a principal place of business outside the State of Florida. Responding Bidder(s) must complete and submit with their bid response the attached Bidder's Statement of Principal Place of Business form, attached at the end of this document. **Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation.** For additional information regarding this statute, Bidder(s) may refer to: <http://www.leg.state.fl.us/Statutes/index.cfm>.
- 44. Florida Sunshine Law:** In order for the District to be in compliance with Florida Statute Chapter 286.0113, any questions pertaining to a competitive solicitation must be submitted in writing (i.e., U.S. mail services or a third-party mail services company, fax, email).
- 45. Illegal Alien Labor:** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the District.
- 46. Fair Labor Standards Act:** No contractor or subcontractor holding a service contract with the District for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the District.
- 47. Disputes:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the District Purchasing Department shall be final and binding on both parties.
- 48. Governing Law/Jurisdiction:** The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Volusia County, Florida. If in the event a suit is brought for the enforcement of any term of the contract(s).
- 49. Non-Appropriation:** The vendor understands and agrees any and every contract is subject to the availability of funds to the District to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the District, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the District anticipates using to pay its obligations hereunder, and the District has no other funds, from sources other than taxes, which it deems to be available to pay its obligations under Contract. The District may terminate a contract, with no further liability to the vendor, effective the first day of a fiscal period provided that:
- a non-appropriation has occurred, and,
 - The District has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
 - Upon the occurrence of such non-appropriation the District shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
- 50. State Registration Requirements:** Any corporation submitting a bid/bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- 51. Jessica Lunsford Act – House Bill 1877:** The state of Florida has passed a law stating that ALL Vendors visiting a school campus shall be in compliance with Florida House Bill 1877; the Jessica Lunsford Act, effective September 1, 2005, amended July 2007. The requirements of this Act can be viewed on the District's web site, www.volusia.k12.fl.us.
- 52. Assignment:** The Contractor(s) obligations under resulting contract may not be assigned or transferred to any other entity without prior written consent of the Contract Administrator.
- 53. Possession of Firearms:** Possession of firearms will not be tolerated on District property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may

possess or bring a firearm on District property in any manner or on any occasion. Violation of this provision by the contractor, or failure of contractor to enforce this provision with its personnel, shall constitute a material breach of the Contract.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS

Definitions:

Addendum: A written change to a Solicitation prior to the time for receipt of bids or bids.

Acquisition: The process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.

Awarded Contractor /Awardee: Board approved Bidder(s) for this ITB.

Bid, Offer, Submittal, Bid or Response: Shall refer to any bid, offer, bid, or response submitted in regard to this solicitation that if accepted would bind the Offeror to perform the resultant contract.

Board: Volusia County School Board; also known as District or BOARD

Conflict of Interest: An actual or potential situation in which the personal interests of a Vendor, employee or public official, are, or appear to be, in conflict with the best interests of the Board.

Consideration: The cause, motive, price or compelling influence that leads a party to enter a contract. A binding contract requires an offer, acceptance of the offer, and consideration.

Contract: An agreement, enforceable by law, between two or more competent parties, to provide goods and/or perform services as set forth in this solicitation.

- **Purchase of Goods** - The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a District purchase order.
- **Performance of Services** – The contract will be comprised of the Agreement between the District and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.

Contractor: The party/legal entity to whom an award has been made.

District: All buildings, grounds, facilities, and any other indoor or outdoor areas owned and/or operated by the BOARD.

Firm: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.

Interested Party: The terms professional, contractor, vendor, firm, company, offeror, respondent etc., is used interchangeably in this document. Each reference when used refers to any entity that is participating in this solicitation. An actual or prospective offeror whose direct economic interest could be affected by the award of a contract or by the failure to award a contract.

Modification: A written change to the terms of a contract.

Offeror: Anyone submitting a response; Also referred to as Bidder, Respondent, Submitter, or Bidder.

Bid: The information submitted by a firm in response to this ITB.

Bidder: Representatives of the vendor submitting a bid.

Lobbying: Any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a Board Member or District personnel after advertisement and prior to the award of a bid or contract.

Request for Bids (ITB)/Request for Qualifications (RFQ): A solicitation document used in other-than-sealed-bid procurements. ITB's and RFQ's are used in negotiated procurements to communicate District requirements to prospective contractors and to solicit bids /qualification statements from them. Used where Qualifications are considered equal to; or greater than price.

Responsible: Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.

Responsive: Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in this ITB. Their bid, offer, bid or response conforms to the instructions and format specified in the solicitation document.

Solicitation: The written document, sent to prospective contractors, detailing the solicitation requirements and requesting bids, bids or submittals from interested parties.

Superintendent: The Superintendent of Schools of the District or designee.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, offeror, bidder, respondent, etc.

2 C.F.R. § 200.326. & 2 C.F.R. PART 200, APPENDIX II

Federal Provisions/Clauses apply to all VCSB contracts using Federal funds as a source for the solicitation of goods and/or services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardee(s) must comply with the following Federal requirements:

1. **Prohibitions of Gratuities:** By submission of a bid, a vendor certifies that no employee of Volusia County School District has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
2. **Civil Rights:** The VENDOR shall comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.
3. **Minority and Women-Owned Businesses Enterprise: Regulation 2 CFR 200.321** When feasible, Volusia County School District will take all necessary affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:
 - Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists.
 - Assuring those small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
 - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation.
 - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.
 - Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.
4. **Equal Employment Opportunity (41 CFR Part 60):** All Vendors and Contractors must comply with mandatory standards and policies relating to Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractors' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
5. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145):** All Vendors and Contractors must comply with mandatory standards and policies relating to the provision for compliance as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
6. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000

awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- a) 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.
 - b) 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 (a) 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 (a) of this section.
 - c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (b) of this section.

- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section."
8. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** All Vendors and Contractors must comply with mandatory standards and policies relating to as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **Energy Policy and Conservation Act (42 U.S.C. 6201):** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** All Vendors and Contractors must comply with mandatory standards and policies relating to Contractors that apply or propose for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
11. **Rights to Inventions Made Under a Contract or Agreement. (37 CFR §401.2 (a) :** All Vendors and Contractors must comply with mandatory standards and policies relating to if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
12. **Procurement of recovered materials (See §200.322):** All Vendors and Contractors must comply with mandatory standards and policies relating to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the

preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. **Debarment and Suspension (Executive Orders 12549 and 12689):** All Vendors and Contractors must comply with mandatory standards and policies relating to a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
14. **Procurement of Recovered Materials:** "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."
15. **Changes/Modifications:** (a) The Purchasing Department may, in writing, order changes in the drawings and specifications within the general scope of the contract. (b) The Contractor shall promptly notify the Purchasing Department, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work. (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Purchasing Department shall make an equitable adjustment upon submittal of a "adjustment letter" by the Contractor before final payment under the contract.
16. **Access to Records:** (1) The contractor agrees to provide the VCSB, the agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the grant Administrator or the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
17. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific agency pre- approval.
18. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that agency financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, agency policies, procedures, and directives.
19. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
20. **Program Fraud and False or Fraudulent Statements or Related Acts:** By submitting a bid in response to this solicitation, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
21. **Access by the Grantee, Sub-Grantee, Federal Grantor Agency and Comptroller General:** The Contractor shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
22. **Americans with Disabilities Act of 1990 (ADA):** The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.
23. **Convict Labor:** Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.
24. **Copyrights:** The Grantee is free to copyright original work developed in the course of or under the agreement. The agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of agency financial support, by grant number, and a statement that the publication does not constitute an endorsement by agency or reflect agency views.
25. **Disadvantaged Business Enterprises (DBE) Contractors:** The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
26. **Reporting:** Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report. **Reports Acceptance:** The agency shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and agency's records, and close out the grant in writing.
27. **Retention of ALL Records:** The Contractor is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed. Proposer agrees to allow access by the VCSB, any relevant Federal Agency, or the Comptroller General of the United States to any records, documents books or papers for the purpose of audit, examination, excerpts or transcription.

SECTION 1 – ADDITIONAL CONDITIONS

1. **Intent:** The intent of this solicitation is to select multiple Bidder(s) to provide firm fixed percentage discount(s) for Playgrounds and Related Equipment including but not limited to the design, purchase, and installation of complete playground sets/structures, site prepping, outdoor furniture (e.g. benches, picnic tables, trash receptacles, etc.), and all other related equipment and accessories on an as-needed basis for the School Board of Volusia County, (hereinafter referred to as the "District").
2. **Solicitation Time:**

SOLICITATION PERIOD – ITB MTS-906BC	
October 23, 2018	Public Release
October 30, 2018 at 5:00 PM	Deadline for Questions
November 2, 2018	Last Day for Addendums
EVALUATION PERIOD	
November 9, 2018 @ 2:00 PM	Opening date and time
November 2018	Bid Evaluation
November 2018	Notice of Intended Decision is posted publicly on VendorLink
BOARD APPROVAL PERIOD	
January 2019	Board Approval
GENERAL PERFORMANCE TIME LINE	
February 1, 2019	Performance Period Begins

Note: Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Bidders. Response to inquiries regarding the status of a bid will not be made prior to the posting of award recommendation.

3. **Questions and Bid Submittal:** Please submit and refer bid specification questions to:

Brian Clem, CPPB
Purchasing Department Supervisor
The School Board of Volusia County
3750 Olson Drive
Facilities Services Building
Daytona Beach, Florida 32124
Email: BJClem@volusia.k12.fl.us
Phone: (386) 947-8786, ext. 50853
Fax: (386) 506-5056

3.1 The District will post answers to questions posed by prospective Vendors and/or general information concerning this Invitation to Bid in the form of an addendum to the Invitation to Bid on the Internet at <https://www.myvendorlink.com/common/default.aspx>. **Information provided verbally to any Vendor shall NOT be considered as an official answer. Vendors must comply with information provided in written addenda only, and not verbal conversations.** Invitation to bid information can be accessed at the website by searching for bid number MTS-906BC. **It is the responsibility of the prospective Vendor to check the website for any addenda issued for this Invitation to Bid.** The District reserves the right to disqualify any prospective Vendor who contacts a District employee, or agent concerning this Invitation to Bid, other than in accordance with this Section.

4. Electronic Submittal/Delivery of Solicitation Response: Bidder(s) shall prepare bids in accordance with the requirements of these instructions to Bidder(s). Bid submission not prepared in accordance with published instructions, will be considered non-responsive/non-responsible and may be rejected.

4.1 Bid submission will be received through the VendorLink system for goods, equipment, materials, and related services set forth in the included specifications and documents. "No bid" submitted may be withdrawn after the scheduled closing time for the ITB for a period of 120 days. If you are having system errors when uploading the Bid Submittal in VendorLink, bid hardcopies and an electronic copy provided on a flash drive (with all applicable original "wet" signatures) will be accepted at the address listed in Section 1, Paragraph 3 (include ITB Label **(pg. 34)** on outside of package); however, the full submittals must be submitted by the opening date; October 9, 2018 @ 2:00 PM with no exceptions. **NOTE: Facsimile (FAX) and email bid submittals will NOT be accepted.**

4.1.1 All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their bid is received by the Volusia County Procurement Department on or before the time and date due for bids to be considered. Bids received after the date and hour specified will NOT be considered. Late Bids will be rejected.

4.2 To ensure correct bid formatting, Bidder(s) shall:

- a) Submit all bids, response pages & supplemental documents electronically through VendorLink (exception listed in paragraph 4.1 above).
- b) Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (ZIP) formats.
- c) Enable printing on files submitted.
- d) Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
- e) Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission. Note: Bidders are strongly encouraged to be proactive with their responses, should technical difficulties arise.
- f) Follow all instructions outlined in this ITB and provide all requested information.

4.3 Signatures: An authorized representative of each bidder shall:

- a) Sign or e-sign the bid, give their full name and title, and provide the bidder's business name and address.
- b) Enter the organization's exact legal name on the bid.
- c) Sign or e-sign compliance forms, if applicable

4.4 Withdrawal/Alter: Bidder(s) may withdraw, alter, and resubmit their bids through VendorLink at any time prior to the bid due date and time. Bids may not be withdrawn, altered, or resubmitted after the bid due date and time. The District may request clarifications and additional information after bid submission.

5. Award: The award may be made to multiple responsive/responsible Vendors who offer fixed percentage discount(s), and comply with all specifications, terms and conditions of this solicitation.

5.1 The District has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so.

NOTE: The resulting contract will remain open to add new vendors during the contract period. If during the contract period a vendor submits all necessary bid documents, offers a percentage discount and complies with all specifications, terms and conditions of the contract, the vendor's request to be added as an awarded vendor will be taken into consideration for Board review/approval. The effective dates of the new vendor will be from the day after Board approval until the final contract expiration date.

6. Term of Contract: The contract term shall be for an initial three (3) year period effective immediately after board approval **thru January 31, 2022**, during which time the successful Bidder(s) shall guarantee firm fixed percentages awarded for the term of the contract as specified herein.

7. Renewal: The District reserves the right to renew/negotiate any or all percentages, terms, conditions and specifications of the contract for up to three (3) additional one-year periods upon mutual agreement by both the District and awarded Bidder(s). Renewals must be submitted in writing with the signature of the awarded Bidder(s) Authorized Representative(s). The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District.

8. Percentage Discounts: All Bidder(s) shall use the attached "Exhibit A, Bidder's Response Sheet" to input their fixed percentage discounts allowed to the tenths digit (7.8%, 12.5%, 17.0%, etc.) off the Bidder's product catalog pricing. Bidder's must base their percentage discount from the unaltered list price as originally published. Discounts or pricing from other sources will not be acceptable. Percentage discount offered can be increased but cannot be decreased without prior acceptance from the District Purchasing Department. Bids must offer a discount in order to compete. **NOTE: Bidder's must submit a fixed percentage discount of at least 1.0% or higher to be considered for award.**

9. Incurred Expenses: This ITB does not commit the District to award an Agreement, nor shall the District be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the submittal called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of an Agreement.

10. Waiver of Claims: Once this Agreement expires, or final payment has been requested and made, the awarded Vendor shall have no more than thirty (30) calendar days to present or file any claims against the District concerning this Agreement. After that period, the District will consider the Vendor to have waived any right to claims against the District concerning this Agreement.

11. Sign-In, Sign-Out: If and when performing services at District facilities and schools, it will be the responsibility of the awarded Bidder(s) to have their Representative sign in and sign out upon arrival and departure with the appropriate District personnel (i.e., Principal or Principal's designated representative). Awarded Bidder(s) and their employees are

required to wear/display an identification card, photo badge or type of clothing that clearly identifies both the awarded Vendor's and their employee's name at all times while on District property.

12. **Limitation on Vendor Contact:** Solely with regard to a released solicitation, no vendor or their representative shall contact or lobby District personnel or School Board members, prior to a posted award recommendation. All questions are to be directed to the identified Purchasing Department Buyer, unless otherwise stated in the special conditions of the solicitation. Violation of this policy may result in the rejection/disqualification of bidder's response per School Board Fiscal Management Policy 702.
13. **Assignment:** The Bidder(s) obligations under resulting contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Contract Administrator.
 - 13.1 The bidder(s) will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing Contract will remain the sole property of the District.
14. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract so long as the material purposes of the contract can be determined and effectuated. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
15. **Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay;

 - 15.1 Could not have been prevented by reasonable precaution;
 - 15.2 Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - 15.3 If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
 - 15.4 An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
 - 15.5 Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Vendor from performing its obligations for more than fifteen (15)

days, the District shall have the right to terminate the contract by written notice to the successful Vendor.

- 15.6 Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Vendor shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Vendor of any obligation it may have regarding disaster recovery, whether under the contract or at law.
16. **Insurance:** Awarded vendor shall name **The School Board of Volusia County, 200 N. Clara Ave, DeLand, FL, 32720 as an additional Certificate Holder on vendor's policy.** Responding Vendors shall provide this information with their bid. Vendor shall maintain the following insurance for the life of the bid contract as follows:
- 16.1 **Worker's Compensation Insurance:** The Vendor shall maintain Worker's Compensation and Employer's Liability Insurance in accordance to Florida's statutory limits.
- 16.2 **Commercial General Liability:** The Vendor shall maintain Commercial General Liability Insurance at a minimum of \$2,000,000.00.
- 16.3 **Commercial Automotive Liability Insurance:** The Vendor shall maintain Commercial Automobile Liability Insurance, including but not limited to bodily injury and property damage, combined single limit, including any automobiles, hired and non-owned, at a minimum of \$2,000,000.00.
- 16.4 **Professional Liability:** The Vendor shall maintain Professional Liability Insurance at a minimum of \$1,000,000.00.
- 16.5 The insurance carrier shall notify the District at least thirty (30) days prior to canceling any of the specified coverage. Upon written request by the District, the insurance carrier shall provide a copy of each policy. Awarded Vendor shall provide a copy of their Certificate of Insurance within seven (7) business days after notification of recommended award.
17. **Drug-Free Workplace:** All of our schools are smoke free. In accordance with the District's "Drug-Free Work Place General Policy" employees shall not possess or be under the influence of tobacco products, alcohol, drugs or any illegal substances while on District property. The use of tobacco products is also prohibited while on District property. Vendors will be required to assure that assigned personnel work in a drug-free environment and will conduct themselves in a manner that does not violate the District's standards for employment. Responding Vendors shall provide this information with their bid.
18. **References:** Vendors shall furnish current references from three (3) commercial customers for same or similar products and services specified in this bid. The form shall contain sufficient and specific information which directly responds to the request. Responding Vendors shall provide this information with their bid.
19. **Debarment:** All bids shall be accompanied by a completed Certificate regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form. Responding Vendors shall provide this information with their bid.
20. **Certification Regarding Lobbying:** All bids shall be accompanied by a completed Anti-Lobbying form. Responding Vendors shall provide this information with their bid.
21. **Public Entity Crimes:** Bidders shall complete the required sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes. Form shall be signed and notarized.

22. **Non-Conflict of Interest:** All Bidders review and complete all necessary forms for authentication of bid, and the District's policy statement of non-collusion and non-conflict of interest.
23. **Principal Place of Business:** Bidder shall complete the form with all required information and all signatures as specified.
24. **Addenda Acknowledgement:** All Bidders shall complete the form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for your bid to be considered.
25. **Florida Preference:** Pursuant to Section 287.084, Florida Statutes, effective July 2012, the District shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Vendors having a principal place of business outside the State of Florida. Responding Vendors must complete and submit with their bid response the attached Bidder's Statement of Principal Place of Business form, attached at the end of this document. **Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation.** For additional information regarding this statute, Vendors may refer to: <http://www.leg.state.fl.us/Statutes/index.cfm>.
26. **Florida Department of State, Division of Corporations Registration Requirements:** Bidder(s) who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered bidder(s) must have an active status in order to be eligible to do business with the School Board. Bidder(s) doing business under a fictitious name, on Page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
27. **Receiving/Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization and/or Purchasing Card. The District shall pay all awarded vendors pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act (Florida Statutes Section 218. 70). Payment shall not be made until services have been completed, inspected, and accepted by the District in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to the address set forth on the purchase order or by using the Purchasing Card. Payment in advance of delivery by the District cannot be made.
- 27.1 **Invoicing:** All invoices submitted must contain the following detailed information in order to be processed for payment:
- a) Purchase Order number
 - b) Date or time of monthly statement
 - c) Name of District employee(s) that authorized purchase
 - d) Itemized parts and supplies
- 27.2 **Payment Methods:** The District utilizes a VISA purchasing card as well as purchase orders. The District may purchase some items using a purchase order or using a VISA purchasing card. Purchasing card orders will be placed by the school/department directly with the awarded vendor(s). The successful bidder(s) will be expected to honor all orders at the discounted bid prices.

SECTION 2 – SPECIFICATIONS

1. **Scope:** The bidder(s) shall provide Playgrounds and Related Equipment including but not limited to complete playground sets/structures (including design, site prep, and installation), outdoor furniture (e.g. benches, picnic tables, trashcans, etc.), and all other related equipment and accessories at a fixed percentage discount during the term of the resulting contract. The performance of the successful bidder(s) and the quality standards of service shall be in accordance with the terms of the specifications as set forth herein. Failure to comply with these requirements may be cause for bid rejection or award cancellation.
2. **Discount Adjustments:** The percentage discount rate offered shall remain flexible upward to take advantage of a higher discount rate throughout the contract period, but the discount percentage cannot be lowered.
3. **Item Catalog(s):** All bidder(s) must submit an electronic copy or weblink of all cataloged items to be used under the resulting contract with their bid submittal. If an electronic version of your catalog is available with online interactive capabilities, the District may wish to use this version if prices can be configured with the percentage discount already applied. **NOTE:** If an electronic copy is NOT available, the bidder shall provide a hardcopy with their submittal package.
 - 3.1 **New Items:** New items appearing in the awarded bidder's catalog(s) released after the bid opening date are to be covered under the resulting contract as if these items were originally included in the catalog(s) submitted with the bid.
 - 3.2 **Training:** If necessary, successful bidder(s) must be willing to offer training and support as needed to the District. Training may include, but not be limited to company introduction, setting up new users for online ordering, and a review of catalog bid discounts.
4. **Authorized Distributor:** All Bidder(s) must be authorized distributors for the products they sell to the District. **Bidders must upload a signed letter with their bid response from the product manufacturer(s) stating that the Bidder is an "authorized distributor".** Bids will not be considered if the authorized distributor letter is not included with bid response.
5. **Quality:** All equipment and supplies covered in this bid shall be NEW, free from defects, and carry a manufacturer's warranty.
6. **Delivery:** Delivery shall be "F.O.B. Destination, prepaid and allowed" to various locations within the Volusia County School District.
 - 6.1 *Delivery charges, fuel surcharges or fees, if any, shall be included in the percentage discounts. No charges shall be noted on the invoice for delivery, fuel or handling fees.* Delivery charges for expedited shipments such as air freight, may be added to invoices **only when authorized** by the Volusia County School Board. **The individual authorizing delivery charges must appear on the vendor invoice.**
 - 6.2 Deliveries, as specified, shall be made within seventy-two (72) hours after receipt of order, except for special order items or items that must be manufactured. The School Board shall make every effort to consolidate order requests of like items, however, the Board reserves the right to place an order of any size, regardless of quantity,

with the awarded vendor(s). All Schools and designated departments will be referred to published catalogs and discounts provided by awarded vendors to fill their requirements at the lowest net prices.

6.3 Orders shall be made on an as-needed basis with no minimum order requirements. Items shall be delivered, as requested, to the specified location within Volusia County.

- School delivery hours are from 8:00 A.M. to 4:00 P.M. EST, Monday through Friday (except Legal or School Board holidays).
- Warehouse delivery hours are from 6:00 A.M. to 2:00 P.M. EST, Monday through Friday (except Legal or School Board holidays). Vendor should make an appointment to schedule deliveries.

6.4 The Volusia County School Board reserves the right to cancel any item(s) on order and obtain such item(s) from another source, when item(s) are not available within seventy-two (72) hours or when item(s) are placed on backorder status (with exception to special order items and items requiring manufacturing).

7. Returns: Any new part(s) returned to the awarded Bidder(s) within twelve (12) months of the date of purchase shall be credited in full to the District with no restocking fees. Additionally, any item(s) which do not meet or exceed specifications will be returned at the vendor's expense.

8. Damaged Items: In the event an item(s) is received, and it is later determined there is concealed damage when the item(s) is unpacked, the item(s) must be replaced by the contractor at no cost to the School Board.

9. Warranty: Minimum warranty shall be twelve (12) months or the manufacturer's standard warranty, whichever is greater, for all items purchased from the resulting contract. Warranty shall begin after delivery, acceptance and installation of item(s) by the using Department.

10. Packing Slips/Invoices: Both the packing slips (delivered with the merchandise) and invoices submitted to the School District need to have the item description, pricing by line item, and reference contract MTS-906BC.

11. Labeling: Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- Name of item
- Quantity of item contained
- Unit of Measurement (U/M) or Unit of Issue (U/I)
- Purchase Order Number
- Company Name

12. Substitutes: Unapproved substitutes will not be allowed. If items are not available, the Department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

RESPONDENT'S EXPERIENCE/QUALIFICATIONS AND REFERENCES

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: 15 Years performing work specialty: 15
License or business tax receipt currently valid in force: Yes, EIN: 42-1571783
2. Vendor's Representative
Provide the following information for the person assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:
Name: Jeremy Purkis Phone #: 800-609-6066 Cell #: _____
Email: jeremy@shadesystemsinc.com
3. Has Vendor been declared in default of any contract? ☐ Yes ☒ No
4. Has Vendor ever forfeited on any performance bond payment issued by a surety company on any contract? ☐ Yes ☒ No
5. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ☐ Yes ☒ No
6. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ☐ Yes ☒ No
7. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? ☐ Yes ☒ No
8. Is Vendor currently involved in any state of a fact-finding, negotiations or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer? ☐ Yes ☒ No
9. References: Provide three references from agencies you have provided goods or services to in the past three (3) years, at least one reference should be a public-schoolsystem.

Reference # 1

Organization Name: City of Miami Beach Parks and Rec Telephone #: 786-412-6254
Contact Name: Carlos Da Cruz E-mail Address: N/A
Scope of Work Provided: Numerous Shade Structures in use since 2004

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 2

Organization Name: City of Tamarac Parks and Rec Telephone #: 954-597-3638
Contact Name: Greg Warner E-mail Address: N/A
Scope of Work Provided: Numerous Shade Structures in use since 2004

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 3

Organization Name: School District of Osceola County Telephone #: 407-870-4630
Contact Name: Linda Hysell E-mail Address: hysell1@osceola.k12.fl.us
Scope of Work Provided: Currently participating in similar contract providing numerous products to school district since April of 2016. SDOC-16-B-087-LH

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 21 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)

Name of Bidder: Shade Systems, Inc.

Identify the state in which the Bidder has its principal place of business: Florida

Bidder's signature: Jeremy Purkis

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. If your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered to be non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a Vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]: _____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address of out-of-state Bidder's attorney: _____

Telephone number of out-of-state Bidder's attorney (_____) _____

Email address of out-of-state Bidder's attorney: _____

Attorney's states of bar admission: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification:

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid 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.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, bid for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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 bid.

Name of Applicant Shade Systems, Inc.	PR/Award Number and/or Project Name N/A
Printed Name Jeremy Purkis	Title of Authorized Representative Architectural Specialist
Signature <i>Jeremy Purkis</i>	Date 10/23/18

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 23 OF 34
PLAYGROUNDS AND RELATED
EQUIPMENT

**AUTHENTICATION OF BID AND STATEMENT
OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby certify:

1. That I am the vendor (if the vendor is an individual), a partner of the vendor (if the vendor is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the vendor is a corporation).
2. That the submitted quote covering Volusia County School District's ITB has arrived at the vendor independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit the independent bidding or competition as prohibited by provisions; or any attendant procurement regulations of the Volusia County School District.
3. That the contents of the bid have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such person prior to the official opening of the bid.
4. That the Vendor is legally entitled to enter into the contract with the School District of Volusia County and is not in violation of any prohibited conflict of interest, including those prohibited or any procurement regulation of the School District of Volusia County.
5. That the vendor has fully disclosed with their response the name(s) of any officer, director, or agent who is or was an employee of the School Board of Volusia County, Florida.
6. In submitting the above, it is expressly agreed that upon proper acceptance by the School District of Volusia County of any or all items bid above, a contract shall thereby be created with respect to the items in this bid being accepted.
7. That I have fully informed myself regarding and affirm the accuracy of all statements in this bid, including the pricing.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID:

SIGNED BY Jeremy Purkis TITLE Architectural Specialist

COMPANY NAME Shade Systems, Inc. TELEPHONE NO. 800-609-6066

ADDRESS 4150 SW 19th Street DATE 10/23/18

CITY Ocala STATE FL ZIP CODE 34474

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 24 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

**REQUEST FOR APPROVAL OF PROPOSED PURCHASING TRANSACTION
INVOLVING POSSIBLE CONFLICT OF INTEREST**

INSTRUCTIONS: This form is required to be completed by any employee or former employee within two years of termination of employment who proposes or whose near relative proposes to either directly or indirectly purchase, sell, rent, or lease any realty, goods, or services from any business entity of which the employee or employee's immediate family has a material interest; nor shall any such individual either directly or indirectly sell, rent or lease any realty, goods, or services to the District.

See previous page for full policy statement.

Completion of this request does not constitute authorization for work to begin or for services to be provided

Name and Title of Employee making request Jeremy Purkis Architectural Specialist	☒ Employee ☐ Former Employee
Division / Department Sales / Estimating	Separation Date:
Building / Room	Telephone Extension 800-609-6066

CHECK AND COMPLETE THE APPROPRIATE ITEM:

- ☒ I propose to directly or indirectly purchase, rent, sell, or lease any realty, goods, or services to the District.
☐ A near relative * proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	

- ☐ I own or control more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Business:
Nature of Interest:

- ☐ A near relative * own or controls more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	
Name of Business:	
Nature of Interest:	

Describe the realty, goods or services proposed:

Fabric Tensioned Shade Structures

Are the realty, goods or services available commercially?

Yes

I certify that no District time, material, equipment or facilities have been or will be used in connection with any resulting purchase order or contract.

I certify that I have not or will not make, or participate in the making of the District's decision to purchase the realty, goods or services covered by this disclosure.

Signature of Employee <i>Jeremy Purkis</i>	Date 10/23/18
---	------------------

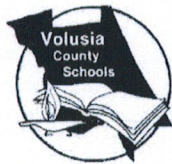
APPROVALS

Employee's Department Head (not required if former employee)	Other Administrative Approval
--	-------------------------------

* See reverse side for definition

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 25 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**



The School District of Volusia County
Purchasing & Warehouse Services
3750 Olson Drive
Daytona Beach, FL 32124

Ph: 386-947-8786
Fax: 386-506-5056

POLICY REGARDING EMPLOYEE CONFLICT OF INTEREST IN PURCHASING

Definitions

Employee—any individual who is presently employed by the District or whose separation from the District occurred within two years of the date of the proposed transaction.

Near Relative—spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and step relatives in the same relationship.

Employee-Vendor Relationship—a relationship in which an employee, or near relative, acts as an independent contractor for the purpose of renting or selling goods or providing services to the District.

Policy

Conflict of Interest—The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidder(s) must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Volusia County, Florida. Furthermore, all bidder(s) must disclose the name of any Board Employee who owns directly or indirectly, any interest of five per cent (5%) or more of the total assets of capital stock in the bidder's firm.

(F.S. Chapter 112, Part III.)— "No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision."

Ethics in Purchasing—The provisions of School Board policy 426 regarding Vendor Relations shall apply regarding any "compensation" or "gifts". Pursuant to Section 1-3 of the Volusia County School's Purchasing Manual, each transaction shall be handled objectively, without favoritism or discrimination, without seeking or dispensing personal favors and based on sound business judgment.

READ CAREFULLY – SIGN IN THE SPACE BELOW – FAILURE TO SIGN INVALIDATES BID

SIGNED BY: Jeremy Purkis TITLE Architectural Specialist
COMPANY NAME: Shade Systems, Inc. TELEPHONE NO.: 800-609-6066
ADDRESS: 4150 SW 19th Street DATE: 10/23/18
CITY: Ocala STATE: FL

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 26 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statue 287.087 hereby certifies that

Shade Systems, Inc.

Does:

Name of Business

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, 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 contract a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under contract, 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 Paragraphs 1 thru 5.

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

Signature of Authorized Officer Jeremy Purkis

Date 10/23/18

PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

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

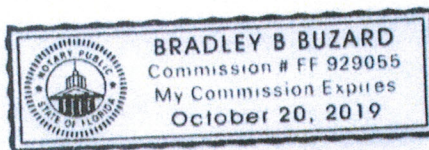
1. This sworn statement is submitted with Bid, Proposal or Contract No. MTS-906BC for Playgrounds and equipment.
2. This sworn statement is submitted by Shade Systems, Inc. (Name of entity submitting sworn statement) whose business address is 4150 SW 19th Street, Ocala, FL and (if applicable) its Federal Employer Identification Number (FEIN) is 42-1571783. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.
3. My name is Jeremy Purkis and my relationship to the Shade Systems, Inc. (please print name of individual signing) entity name above is Sales / Estimating.
4. 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 with the United States, including, but not limited to, any bid or contract for goods or services 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.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. as 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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.

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 28 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

- XXX 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, not any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

My commission expires: _____



THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 29 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. 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 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Shade Systems, Inc.

4150 SW 19th Street, Ocala, FL

Name/Address of Organization

Jeremy Purkis Architectural Specialist

Name /Title of Submitting Official

Jeremy Purkis
Signature

10/23/18

Date

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 30 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action: () a. contract N/A b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action: () a. bid/offer/application N/A b. initial award c. post-award		3. Report Type: () a. initial filing N/A b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: () Prime () Sub-awardee N/A Tier _____ (if known) Congressional District, if known:			5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: N/A Congressional District, if known:		
6. Federal Department/Agency: N/A			7. Federal Program Name/Description: N/A CDA Number, if applicable: _____		
8. Federal Action Number, if known: N/A			9. Award Amount, if known: \$ N/A		
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI): N/A			b. Individuals Performing Services (including address if different from No. 10a) N/A		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities in a material representation of fact upon which reliance was pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and nor more than \$100,000 for each such failure.			Signature: <u>Jeremy Purkis</u> Print Name: <u>Jeremy Purkis</u> Title: <u>Architectural Specialist</u> Telephone No.: <u>800-609-6066</u> Date: <u>10/23/18</u>		
Federal Use Only: Authorized for Local Reproduction Standard Form LLL (Rev.7-97)					

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants and contract awards undergrants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example; Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1), if known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identify number available for the Federal action identified in Item 1 (e.g., Request for Proposal number (ITB), Invitation to Bid (ITB) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. a. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
b. Enter the full names of the individual(s) performing service(s) and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 32 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

The School Board of Volusia County Florida Insurance Requirements Form

Note: Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Volusia County with certificates of insurance meeting the required insurance provisions prior to the service date.

<u>Requirement (X)</u>	<u>Insurance Type</u>	<u>Required Limits</u>
<u>X</u>	1 Workers' Compensation	In accordance with Florida Statutes Chapter 440 and all Federal Government Statutory Limits and Requirements
	1A Employers Liability	Limit of \$500,000.00 each Incident
<u>X</u>	2 Commercial General Liability	\$2,000,000.00 Single Limit per Occurrence with \$2,000,000.00 general aggregate.
	2A Bodily Injury & Property Damage	\$1,000,000.00 Single Limit per Occurrence
	3 Indemnification	
The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Volusia County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Volusia County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Volusia County.		
<u>X</u>	4 Automobile Liability	
	4A Owned/Non-Owned/Hired Automobile Included	\$2,000,000.00 per Each Occurrence
<u>X</u>	5 Professional Liability	\$1,000,000.00 per Each Occurrence
	5A Errors and Omissions	\$1,000,000.00 per Each Occurrence
	5B Builder's Risk	\$1,000,000.00 per Each Occurrence
	6 Employee Crime	\$2,000,000.00 per Each Occurrence
	7 Cyber Liability	\$5,000,000.00 Single Limit per Occurrence
	8 Pollution Legal Liability	\$1,000,000.00 Each Incident, with \$10,000,000.00 General Aggregate

BIDDER'S AND INSURANCE AGENT STATEMENT:

The School Board of Volusia County shall be named as the Certificate Holder on the Insurance Certificate. The School Board of Volusia County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability. The School Board of Volusia County desires proof of insurability at levels required for this bid.

The 'Certificate Holder' should read as follows:
The School Board of Volusia County, Florida
200 N. Clara Ave
Deland, FL 32720

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required with response submittal.

A current certificate of insurance is attached: XX YES _____ NO

Bidder Name: Jeremy Purkis Bidder Title: Architectural Specialist

Signature of Bidder Jeremy Purkis

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 33 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

**BIDDER'S CHECK LIST
INSTRUCTIONS**

Bidder(s) shall indicate compliance with the Bid's submittal requirements by checking the appropriate box.

Item	Included (Initial Each)	Reference page #'(s)	Description
1	<i>J.P.</i>	1	Signed Request for Invitation to Bid
2	<i>J.P.</i>	1 and 14	Exhibit A: Bidder's Response Sheet (Attached Excel Sheet)
3	<i>J.P.</i>	18	Authorized Distributor Letter(s)
4	<i>J.P.</i>	1, 16, and 20	Respondent's Experience/Qualifications and References Form
5	<i>J.P.</i>	1, 7, 17, and 21	Bidder's Statement of Principal Place of Business
6	<i>J.P.</i>	1, 11, 16, and 22	Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
7	<i>J.P.</i>	1, 8, 17, 23, 24, and 25	Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest Request for Approval of Proposed Purchasing Transaction Involving Possible Conflict of Interest Policy Regarding Employee Conflict of Interest in Purchasing
8	<i>J.P.</i>	1, 2, 3, 8, 12, 14, 17, and 34	Addenda Acknowledgement Form Signed Addendum(s) Acknowledgement (if applicable)
9	<i>J.P.</i>	1, 4, 5, 16, and 26	Drug-Free Workplace Certificate
10	<i>J.P.</i>	2, 16, 27, and 28	Public Entity Crimes Form
11	<i>J.P.</i>	2, 3, 8, 10, 15, 16, and 29 - 31	Certification Regarding Lobbying Disclosure of Lobbying Activities Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
12	<i>J.P.</i>	1, 5, 16, and 32	Insurance Requirements Form Certificate of Insurance (Copy of Bidder's Current Policy)
13	<i>J.P.</i>	13 and 34	ITB Label (Only applicable when hardcopies are submitted)
14	<i>J.P.</i>	1, 3, 14, 18, and 19	Vendor Product Catalogs

Jeremy Parkis
BIDDER'S SIGNATURE

10/23/18

DATE

Shade Systems, Inc.

TYPE OR PRINT COMPANY NAME



SHADE-3

OP ID: 3L

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/27/2017

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 have ADDITIONAL INSURED provisions or 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 Brown & Brown of Florida, Inc. Daytona Beach Office P.O. Box 2412 Daytona Beach, FL 32115-2412 Don Sciotto	386-252-9601	CONTACT NAME: ELINN PEACOCK PHONE (A/C, No, Ext): 386-252-9601 E-MAIL ADDRESS: EPEACOCK@BBDAYTONA.COM FAX (A/C, No): 386-239-5729
INSURED SHADE SYSTEMS, INC 4150 SW 19TH STREET OCALA, FL 34474		INSURER(S) AFFORDING COVERAGE INSURER A: Westfield Ins Co INSURER B: Employers Assurance Company INSURER C: XL Specialty Insurance Company INSURER D: LLOYD's of London INSURER E: INSURER F:
		NAIC # 24112 25402 37885

COVERAGES

CERTIFICATE NUMBER:

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	CWP7902700	11/04/2017	11/04/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Hired ☒ Non-Owned			CWP7902700	11/04/2017	11/04/2018	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 \$ 0			CWP7902700	11/04/2017	11/04/2018	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000
B	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 Y	N/A	EIG239206900	11/04/2017	11/04/2018	☒ 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
C	INLAND MARINE			UM00045534MA17A	11/04/2017	11/04/2018	LEAS/RENT \$ 25,000
D	PROFESSIONAL LIAB			B0621PSHAD000317	02/26/2017	02/26/2018	CLAIM/AGG \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTEPAD FOR POLICY COVERAGE FORMS FOR INFORMATION

CERTIFICATE HOLDER

CANCELLATION

SHADS01

SHADE SYSTEMS INC
4150 SW 19TH ST
OCALA, FL 34474

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

NOTEPAD

INSURED'S NAME SHADE SYSTEMS, INC

SHADE-3
OP ID: 3L

PAGE 2
Date 10/27/2017

ALAN BAYMAN, PRESIDENT, EXCLUDED FROM WORKERS COMPENSATION

CURRENT POLICY COVERAGE FORMS

GENERAL LIABILITY:

CG2503 0509-PER PROJECT AGGREGATE

CG2504A 0509-PER LOCATION AGGREGATE

CG2033 0413-ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS-REQUIRED IN
CONSTRUCTION AGREEMENT WITH YOU AUTOMATIC STATUS WHEN (BLANKET
ADDITIONAL INSURED ONGOING OPERATION)

CG7129 0510-COMMERCIAL GENERAL LIABILITY MANUFACTURERS ENDORSEMENT (BLANKET
ADDITIONAL INSURED COMPLETED OPERATIONS, PRIMARY AND NON-
CONTRIBUTORY)

CG2034 0413-ADDITIONAL INSURED- LESSOR OF LEASED EQUIPMENT-AUTOMATIC
STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU (BLANKET
ADDITIONAL INSURED-LESSOR OF EQUIPMENT)

CG2011 0413-ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES (BLANKET
ADDITIONAL INSURED-MGR OR LESSOR OF PREMISES)

CG2404A 0509-WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (BLANKET WAIVER OF SUBROGATION)

WORKERS COMPENSATION:

WC000313 0484-WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT
(BLANKET)

UMBRELLA LIABILITY:

CU0001 0413-COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM (FOLLOWS FORM OVER
THE GENERAL LIABILITY, AUTO LIABILITY AND EMPLOYERS LIABILITY)



LIMITED WARRANTY

Effective 12/1/10

Shade Systems, Inc. warrants that the equipment sold will conform in kind and quality to the specifications listed in the Order Acknowledgment and will be free of defects in workmanship or materials. Shade Systems further warrants:

- LIMITED 20 YEAR WARRANTY on all upright posts and support structure frames against failure due to rust-through corrosion. This warranty excludes any cosmetic issues.
- LIMITED 10 YEAR WARRANTY on all CoolNet™ fabrics, threads, and cables against degradation, cracking or material breakdown resulting from ultra-violet exposure, mold, and mildew, as well as on Turn-N-Slide™ fastening device. This warranty excludes fading or failure of fabric due to chemical erosion or flying or falling objects.
- LIMITED 3 YEAR WARRANTY on all WeatherNet™ fabrics and threads against degradation, cracking or material breakdown resulting from ultra-violet exposure, mold, and mildew. This warranty excludes fading or failure of fabric due to chemical erosion or flying or falling objects.
- LIMITED 1 YEAR WARRANTY for structural failure of moving parts, powder-coated finish, or any other product or part not covered by one of the above warranties.

All above warranties commence on the date of the Seller's invoice.

Should any failure to conform to the above express warranties appear within the applicable warranty period, Seller shall, upon being notified in writing promptly after discovery of the defect and within the applicable warranty period, correct such non-conformity at the sole option of the Seller either by repairing any defective part or parts, or by making available a replacement part within 60 days of written notification. Seller shall deliver the repaired or replacement part or parts to the site free of charge, but will not be responsible for providing labor or the cost of labor for the removal of the defective part or parts, transportation or its associated costs to return to Seller's factory parts to be replaced or repaired, or the installation of any replacement part or parts. Replacement parts will be warranted for remainder of original warranty.

This Warranty is exclusive and in lieu of all other warranties, whether express or implied, including but not limited to any warranty of merchantability or of fitness for a particular purpose. The remedies hereby provided shall be the exclusive and sole remedies of the purchaser. Seller shall not be liable for any direct, indirect, special, incidental or consequential damages.

Seller neither assumes nor authorizes any employee, representative or any other person to assume for Seller any other liability in connection with the sale or use of the structures sold, and there are no oral agreements or warranties collateral to or affecting the agreement.

The warranty stated above is valid only if the structures are erected in conformity with the layout plan and/or installation instructions furnished by the Seller; have been maintained and inspected in accordance with the Seller's instructions and other normal and prudent practices; have been subjected to normal use for the purpose for which the goods were designed; have not been subjected to misuse, negligence, vandalism, or accident; have not been subjected to additional or substitution of parts; and have not been modified, altered, or repaired by persons other than the Seller's designees in any respect which, in the judgment of Seller, affects the condition or operation of structures.

To make a claim, send your written statement of claim, along with the original invoice number to:
Shade Systems, Inc. • 4150 S.W. 19 Street • Ocala, FL 34474

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 34 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

(ONLY APPLICABLE IF SUBMITTING A HARDCOPY)

Vendor: Cut along the border and affix this label to your sealed bid envelope to identify it as a SEALED BID. Be sure to include the name and location of the company submitting the bid where requested on the label.



SEALED BID – DO NOT OPEN	
Sealed Bid No.:	MTS-906BC
Bid Name:	PLAYGROUNDS AND RELATED EQUIPMENT
Due Date/Time:	OCTOBER 23, 2018 @ 2:00 PM
Submitted By:	_____ (Company Name)
	_____ (City/State)

DELIVER TO: Purchasing Department
School Board of Volusia County
3750 Olson Drive
Facilities - Maintenance Bld.
Daytona Beach, FL 32124

Please note

From time to time, an addendum may be issued to a bid. Any such addenda will be posted on the same web site from which you obtained this bid. If you are a registered Vendor with the district, you will automatically receive notification of all addenda. If you are not, you should periodically check our web site to download any addenda which may have been issued since the release date of the bid.

To become a registered Vendor, you must complete an application in VendorLink, choose the commodities for which you wish to receive bid notifications, and submit. Once you receive notice you have been approved, you will begin to receive automatic notifications of both bids and addenda from VendorLink.

MTS-906BC, PLAYGROUNDS AND RELATED EQUIPMENT (% DISCOUNT)

Exhibit A Bidder's Response Sheet

Directions to all Bidders: Place your percentage discount next to each categorical item that you are able to provide and place an "X" in the "Not Applicable" column for each categorical item that you are unable to provide. If there are other items you provide that are not listed, please use the "Other" line items to describe those items w/percentage discounts offered. Use the "Catalog Name & No." column to list out your correlating Catalog Name and Number. **Note 1:** Bidder's may select more than one category. **Note 2:** Bidder's must offer a fixed percentage discount of at least 1.0% or higher to be considered for award.

Category	% Discount	Not Applicable	Catalog Name & No.
Playground Design & Layout Services	%		
Grading and Site Prep Services	%	N/A	
Playground Equipment	%	N/A	
Playground Equipment Installation	%	N/A	
Surfacing Materials	%	N/A	
Surfacing Materials Installation	%	N/A	
Shade Structures	25 %		
Shade Structure Installation	25 %		
Picnic Tables	%	N/A	
Picnic Table Installation	%	N/A	
Park Benches	%	N/A	
Park Bench Installation	%	N/A	
Trash Receptacles	%	N/A	
Trash Receptacle Installation	%	N/A	
Miscellaneous Playground Equipment	%	N/A	
Misc. Playground Equipment Installation	%	N/A	
Miscellaneous Repair Services	%	N/A	
Miscellaneous Repair Parts	%	N/A	
Other: _____	%		
Other: _____	%		
Other: _____	%		

Shade Systems, Inc.

Vendor dba Name (Print or Type):

Vendor Representative Name (Print or Type): Jeremy Purkis Date: N/A 0/23/18

Vendor Representative Signature (Blue Ink or Digital Signature): Jeremy Purkis

ADDENDUM #1

ITB NO.: MTS-906BC – PLAYGROUNDS AND RELATED EQUIPMENT

BID OPENING DATE & TIME: NOVEMBER 9, 2018 @ 2:00 PM

LATE BIDS WILL NOT BE CONSIDERED

Listed below are answers to questions that were received in writing prior to the question end date on October 30, 2018.

1. **Question:** Cover page of the ITB says the due date is 11/9/18; however, page 34 says the due date is 10/23/18; please advise?

Answer: The Bid Opening Date & Time are November 9, 2018 @ 2:00 PM EDT

2. **Question:** Do you need an actual price list or just a catalog of our equipment?

Answer: In accordance with the ITB, Section 2, Para 3, “All bidder(s) must submit an electronic copy or a weblink for all cataloged items to be used under the resulting contract with their bid submittal.” “If an electronic copy is NOT available, the bidder shall provide a hardcopy with their submittal package”. Based on this information, we simply need your catalog or link which lists your equipment.

3. **Question:** Do you want the catalog in hard copy or digital copy?

Answer: Please refer to the answer above.

4. **Question:** I have two companies that are owned and operated by the same person. We use one company to sell products and the other company for installation services. Can I submit two bids? One for product and the other for installation services? For tax liability reasons we like to split bill the services we provide. For example, we would provide an estimate for playground equipment and another estimate for installation.

Answer: Submitting two bid submittals is acceptable ONLY if these two companies are operating under different Federal Tax ID Numbers and/or two separate business licenses.

5. **Question:** Should playground safety surfacing be included?

Answer: We urge all prospective vendors to provide a percentage discount for as many items listed on the Bidder's Response Sheet as possible. Playground safety surfacing material is listed on the Bidder's Response Sheet as well; therefore, if it's something that you are able to provide, please provide a percentage discount for those categories.

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
FACILITIES – MAINTENANCE BUILDING
DAYTONA BEACH, FLORIDA 32124

ITB NO.: MTS-906BC
DATE: October 31, 2018
Page 2 of 2
ADDENDUM #1-
**PLAYGROUNDS AND RELATED
EQUIPMENT**

ADDENDUM ACKNOWLEDGEMENT

This addendum to ITB number **MTS-906BC – Playgrounds and Related Equipment** has been received and fully understood.

Vendor: Shade Systems, Inc.

Date: 11/06/18

Address: 4150 SW 19th Street
Ocala, FL

Zip Code: 34474

Phone: 800-609-6066

Fax: 352-237-2256

Signature: Jeremy Purkis

**RETURN THIS ACKNOWLEDGEMENT WITH SEALED BID BY
2:00 PM 11/9/2018.**

Volusia County School Board
Purchasing Department
3750 Olson Drive
Daytona Beach, FL 32124

School Board of Volusia County
Purchasing Department
3750 Olson Drive
Daytona Beach, Florida 32124



INVITATION TO BID

PAGE 1 OF 34

BID NO.: MTS-906BC

RELEASE DATE: October 23, 2018

**ITB TITLE: PLAYGROUNDS AND
RELATED EQUIPMENT**

F.O.B. DESTINATION: REFER TO BID DETAILS FOR LOCATIONS

The public is invited to attend the bid opening on:
BID DUE DATE and TIME: NOVEMBER 9, 2018 @ 2:00 P.M.

BUYER: BRIAN CLEM, CPPB
BJCLEM@VOLUSIA.K12.FL.US

Bid Submittal shall be electronically uploaded into VendorLink prior to the ITB DUE DATE and TIME listed above.

ITB OPENING LOCATION: Purchasing Conference Room
3750 Olson Drive
Workroom 4
Daytona Beach, Florida 32124

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for bid to be considered.

☐ Literature	☐ Specifications	☒ Catalogs	☒ Non-Collusion & Non-Conflict of Interest Pages 23-25
☒ Debarment Form Page 22			☒ Manufacturer's Certificate of Warranty
☒ List of References Page 20			☒ Bidder's Response Sheet Exhibit A
☒ Drug-Free Workplace Certification Page 26			☒ Statement of Principal Place of Business Form Page 21
☒ Digital Submittal Required			
☒ Certificate of Insurance: See enclosed guidelines for detailed specifications			
☒ Additional submittals specific to this bid may also be required: See solicitation for details			

PERIOD OF PERFORMANCE: UPON BOARD APPROVAL THRU JANUARY 31, 2022; THREE OPTIONAL ONE-YEAR RENEWAL PERIODS
THE ANTICIPATED DATE OF BOARD APPROVAL IS **JANUARY 2019.**

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

EMAIL: _____ Telephone: _____ FAX: _____

**Signature of Owner or
Authorized Officer/Agent:** _____

Typed Name of Above: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders' final payment to the Vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and Vendor. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Purchasing Department.

NO BID I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

- | | |
|--|--|
| ☐ 1. Insufficient time to respond | ☐ 7. Addendum received too late to respond |
| ☐ 2. Specifications were unclear or restrictive | ☐ 8. Could not meet Insurance requirements |
| ☐ 3. Could not meet bonding requirements | ☐ 9. We do not offer the product or service requested |
| ☐ 4. Our schedule will not permit us to respond | ☐ 10. Remove our company name from this <u>commodity listing only</u> . |
| ☐ 5. Terms & Conditions were unclear or restrictive | ☐ 11. Keep our company on the bid list for future bids |
| ☐ 6. Could not meet specifications | ☐ 12. Other _____ |

GENERAL TERMS AND CONDITIONS

Bidder: to ensure acceptance of the bid follow these instructions.

1. Sealed Bid Requirements: The "Invitation to Bid" sheet must be completed, signed, and returned with each bid. Bids shall be signed by a representative authorized to legally bind the Bidder to the provisions herein. All bids shall be submitted electronically via VendorLink unless otherwise instructed. Additional bid submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Bidder(s) must use the form(s) furnished by The District. All bids shall be typewritten or filled in with pen and ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be e-signed or signed in ink by an officer or employee having authority to legally bind the Bidder. By signing, Bidder attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Bids received that fail to comply with these submittal requirements may not be considered for award.
 - a) Delivery of Bid: Electronic bid submittals, described in the Electronic Submittal of the Bid section of this solicitation, are mandatory unless otherwise specified. Responses must be furnished and uploaded in VendorLink no later than 2:00 PM, EST, on or before the due date specified on the cover sheet of this ITB, to be considered. Bids shall be organized and shall include necessary information as to be in full compliance with the ITB specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the ITB general conditions, specifications or ITB submittal requirements.
 - b) VendorLink help can be accessed by calling (407) 222-1885, or by emailing support@evendorlink.com.
 - c) Bids received by telephone, telegraph, electronic mail, or facsimile machine shall NOT be accepted unless stated in the special conditions of this ITB.
2. Bidder's Responsibility: It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date. Bidder(s) are required, before submitting their bid, to obtain and carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
3. Bid Opening: Bid openings shall be public at the date and time stated in the ITB unless otherwise indicated.
4. Bids Received Late: It is the Bidder(s) responsibility to assure that the bid is uploaded in VendorLink prior to the opening date and time specified. Any bid received after the opening date and time will be rejected regardless of the circumstances.
5. Special Conditions: If a conflict exists between the general conditions and the detailed specifications, then the term or condition that is more stringent and/or specific shall govern and apply.
6. Public Entity Crime: Pursuant to Florida Statute 287.133, 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 of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or Vendor 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, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list. Bidder(s) shall complete and submit with their Bid the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. Specification/Variations: For purpose of evaluation, the Bidder shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the offered product or service fully complies with the specifications, terms and conditions herein.
 - a) Any purchasing agreements and state term contracts available under s.287.056 of the Department of Management. Services for this non-academic commodity and contracted services have been reviewed for the subject of this solicitation. //BJC// Buyer's Initials
8. Requests for Clarifications: Any and all questions regarding this ITB, whether technical, procedural, or otherwise, must be submitted in writing to the attention of the Purchasing Agent designated herein, seven (7) business days prior to the ITB due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB documents. No correction or clarification of any ambiguity, inconsistency or error in the ITB terms, conditions or specifications will be made to any Bidder orally. Only the interpretation or correction so given by the Purchasing Agent, in writing, shall be binding. Bidder(s) are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITB documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Purchasing Agent in writing no more than three (3) days after the receipt of the documents.
9. Processing Time: It is understood that the normal bid processing time shall be 90 days after the opening date of this ITB, and that prices reflected by the bid will be firm through the bid processing time and the delivery of the items awarded.
10. Original and Renewal Term: The award resulting from this ITB shall be in effect for the term defined in the detailed specifications commencing upon District approval or until new bids are taken and awarded. The award resulting from this ITB (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District. The Bidder agrees to these conditions by signing its bid.
11. Lobbying: Bidder(s) are hereby advised that they are not to lobby with any District Personnel or Board Members regarding this ITB. All inquiries must be written and directed to the Department of Purchasing Services.
 - a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Bidder or any individual on behalf of a Bidder will result in rejection/disqualification of said bid.

- b) Violation of this provision regarding lobbying may also result in disqualification of the Bidder from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Purchasing and as acted upon by the Superintendent and the School Board, as appropriate.
12. Prompt Payment Discount: Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.
13. Brands: If specified, Bidder(s) shall indicate, for each item bid, the name and model of the brand being bid. Use of brand names, trade names, make, and model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is bid, it is the Bidder's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Bids received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of bids submitted. Once an item is awarded from this bid to a Bidder, no substitution of brands shall be permitted. If a Bidder does not indicate what he is offering in the proper blank and if the Bidder is successful in being awarded the item(s) then the Bidder shall be obligated to furnish the item(s) specified by The District.
14. Warranty/Guarantee: All materials and/or services furnished under this bid shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from The District.
15. Notification of Award/Purchase Orders: Upon Board approval to award a contract, participating Bidder(s), successful and unsuccessful, shall be notified of the award configuration in writing by the Purchasing Department. Bidder(s) who are awarded a contract resulting from this ITB are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Purchasing Department. Notification of Award is not to be construed as authorization to provide goods or services.
16. Contract Documents: The submission of a bid constitutes an offer by the Bidder. Upon Board approval the Purchasing Department will issue a letter of award. The District does not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Bidder enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this ITB, any addenda to this ITB, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful bidder and the District. If a specific contract document is requested by the District, it shall be included with the above-mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Bidder and The District. This contract shall bind the Bidder to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted bid. It is agreed that the Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.
17. General Information about the District: The District and its School Board of Volusia County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
- a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the Board by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
- b) The School District of Volusia County serves the entire area of the county. The District's enrollment is approximately 62,800 K-12 students. With approximately 7,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is one of the largest employer in Volusia County.
18. Price Adjustments: The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply and/or service are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
- a) The volatility is due to causes wholly beyond the Vendor's control
- b) The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the Vendor that continued performance of the contract would result in substantial loss or financial hardship.
- The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Purchasing within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
19. Substitutions: Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Vendor may offer a substitute product to the District. The Vendor shall provide specifications for the offered substitute product, or if requested by the District, a sample of the offered substitute. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the offered substitute is acceptable are solely within the discretion of the District.

20. Vendor Performance: The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITB. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

- a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.
- f) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
- i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.
- j) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
- l) Vendor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor

shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.

- m) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Vendor within five (5) business days of written demand for same from The District.
- n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - I. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - II. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - III. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - IV. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

21. Inspection, Identification and Acceptance: Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
22. Bid Bonds and Performance Bonds: Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful bidder(s). After acceptance of a bid, the District will notify the successful bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
23. Worker's Compensation: Vendor shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
24. Cancellation/Termination: In the event any of the provisions of the contract awarded as a result of this ITB are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the District for immediate cancellation. Upon cancellation, hereunder the District may pursue any and all legal remedies as provided herein and by law. The District reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Bidder from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Purchasing.
 - a) Default/Cause: In the event that the awarded Bidder should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
25. Liability: Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a bid award, the Bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
26. Indemnity: This General Condition of the ITB is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
27. Taxes: The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622388C-5, and Federal Tax Identification is No. 59-6000884.
28. Occupational Safety Hazards Act Requirements: The Bidder certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Bidder further certifies that if he or she is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Bidder.
29. Drug Free Workplace/Identical Tie Bids: Whenever two or more bids, which are equal with respect to price, quality and service, are received for the Purchasing 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. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
30. Ethics: All awarded bidder(s) shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
31. Confidentiality: Bidder(s) shall be aware that all submittals provided with a bid are subject to public disclosure and will not be afforded confidentiality with the exception of "sealed" financial statements.
32. Use of Other Contracts: The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school Districts, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received, or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately bid any single order to purchase any item on this bid if it is in its best interest to do so.
33. Authority to Piggyback: The School District of Volusia County is a member of the Bay Area Cooperative Purchasing Consortium. Upon award of this solicitation, if mutually agreed upon between the successful bidder(s) and governmental entity, submission of any bid in response to this request constitutes a bid made under the same conditions, for the same pricing, and for the same effective period as this ITB, to any other governmental entity.
34. Invoicing: Orders shall be processed, or work performed only upon receipt of authorized purchase orders issued by the District. The Vendor will provide two copies of the original invoice to The School District of Volusia County, Financial Accounting Department, located at 200 North Clara Ave, DeLand, FL 32721.
 - a) All invoices shall include purchase order number, date and location of delivery or services, and confirmation of acceptance by the appropriate District representative. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
35. Liquidated Damages Recovery: Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the

Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.

36. Contact Information: The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
37. Protest: Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and District Policy 702, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the bid protest procedures established by the School District of Volusia County, Florida shall constitute a waiver of all protest rights.
38. Public Records Compliance: In addition to other contract requirements provided by law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:
- Keep and maintain public records required by the school district to perform the services;
 - Upon request from the school district's custodian of public records, provide the schools districts 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 this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the school district; and
 - Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the contractor or keep and maintain public records required by the school district to perform the service. If the contractor transfers all public records to the school district 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 school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

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 AT:

CUSTODIAN OF PUBLIC RECORDS
(386)-734-7190 Ext. 20110 or 20138
publicrecordsrequest@volusia.k12.fl.us
200 N. Clara Ave., Deland, FL 32720

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School District of Volusia County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

39. Vendor Background Screening Requirements: Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.
- The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
 - Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.
 - Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Office of Professional Standards. Any costs associated with obtaining District badges through the Department of Professional Standards shall be the sole responsibility of the Vendor.
40. Vendor Process for Fingerprinting: Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.465. Vendors who will never be present on a school district campus are not required to be fingerprinted.

41. **Confidential, Proprietary, or Trade Secret Material:** If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Bidder must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend and indemnify the School Board for any and all the claims from or relating to Bidder(s) determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
 - If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Bidder in response to a public records request for these records.
42. **Confidentiality of Student Records:** Contractor(s) understand and agree that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of student information. The Contractor(s) further agree to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. The Contractor(s) shall regard all student information as confidential and will not disclose the student information to any third party.
43. **Florida Preference:** Pursuant to Section 287.084, Florida Statutes, effective July 2012, the Board shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Bidder(s) having a principal place of business outside the State of Florida. Responding Bidder(s) must complete and submit with their bid response the attached Bidder's Statement of Principal Place of Business form, attached at the end of this document. Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation. For additional information regarding this statute, Bidder(s) may refer to: <http://www.leg.state.fl.us/Statutes/index.cfm>.
44. **Florida Sunshine Law:** In order for the District to be in compliance with Florida Statute Chapter 286.0113, any questions pertaining to a competitive solicitation must be submitted in writing (i.e., U.S. mail services or a third-party mail services company, fax, email).
45. **Illegal Alien Labor:** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the District.
46. **Fair Labor Standards Act:** No contractor or subcontractor holding a service contract with the District for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the District.
47. **Disputes:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the District Purchasing Department shall be final and binding on both parties.
48. **Governing Law/Jurisdiction:** The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Volusia County, Florida. If in the event a suit is brought for the enforcement of any term of the contract(s).
49. **Non-Appropriation:** The vendor understands and agrees any and every contract is subject to the availability of funds to the District to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the District, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the District anticipates using to pay its obligations hereunder, and the District has no other funds, from sources other than taxes, which it deems to be available to pay its obligations under Contract. The District may terminate a contract, with no further liability to the vendor, effective the first day of a fiscal period provided that:
- a non-appropriation has occurred, and,
 - The District has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
 - Upon the occurrence of such non-appropriation the District shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
50. **State Registration Requirements:** Any corporation submitting a bid/bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
51. **Jessica Lunsford Act – House Bill 1877:** The state of Florida has passed a law stating that ALL Vendors visiting a school campus shall be in compliance with Florida House Bill 1877; the Jessica Lunsford Act, effective September 1, 2005, amended July 2007. The requirements of this Act can be viewed on the District's web site, www.volusia.k12.fl.us.
52. **Assignment:** The Contractor(s) obligations under resulting contract may not be assigned or transferred to any other entity without prior written consent of the Contract Administrator.
53. **Possession of Firearms:** Possession of firearms will not be tolerated on District property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may

possess or bring a firearm on District property in any manner or on any occasion. Violation of this provision by the contractor, or failure of contractor to enforce this provision with its personnel, shall constitute a material breach of the Contract.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS

Definitions:

Addendum: A written change to a Solicitation prior to the time for receipt of bids or bids.

Acquisition: The process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.

Awarded Contractor /Awardee: Board approved Bidder(s) for this ITB.

Bid, Offer, Submittal, Bid or Response: Shall refer to any bid, offer, bid, or response submitted in regard to this solicitation that if accepted would bind the Offeror to perform the resultant contract.

Board: Volusia County School Board; also known as District or BOARD

Conflict of Interest: An actual or potential situation in which the personal interests of a Vendor, employee or public official, are, or appear to be, in conflict with the best interests of the Board.

Consideration: The cause, motive, price or compelling influence that leads a party to enter a contract. A binding contract requires an offer, acceptance of the offer, and consideration.

Contract: An agreement, enforceable by law, between two or more competent parties, to provide goods and/or perform services as set forth in this solicitation.

- Purchase of Goods - The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a District purchase order.
- Performance of Services – The contract will be comprised of the Agreement between the District and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.

Contractor: The party/legal entity to whom an award has been made.

District: All buildings, grounds, facilities, and any other indoor or outdoor areas owned and/or operated by the BOARD.

Firm: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.

Interested Party: The terms professional, contractor, vendor, firm, company, offeror, respondent etc., is used interchangeably in this document. Each reference when used refers to any entity that is participating in this solicitation. An actual or prospective offeror whose direct economic interest could be affected by the award of a contract or by the failure to award a contract.

Modification: A written change to the terms of a contract.

Offeror: Anyone submitting a response; Also referred to as Bidder, Respondent, Submitter, or Bidder.

Bid: The information submitted by a firm in response to this ITB.

Bidder: Representatives of the vendor submitting a bid.

Lobbying: Any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a Board Member or District personnel after advertisement and prior to the award of a bid or contract.

Request for Bids (ITB)/Request for Qualifications (RFQ): A solicitation document used in other-than-sealed-bid procurements. ITB's and RFQ's are used in negotiated procurements to communicate District requirements to prospective contractors and to solicit bids /qualification statements from them. Used where Qualifications are considered equal to; or greater than price.

Responsible: Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.

Responsive: Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in this ITB. Their bid, offer, bid or response conforms to the instructions and format specified in the solicitation document.

Solicitation: The written document, sent to prospective contractors, detailing the solicitation requirements and requesting bids, bids or submittals from interested parties.

Superintendent: The Superintendent of Schools of the District or designee.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, offeror, bidder, respondent, etc.

2 C.F.R. § 200.326. & 2 C.F.R. PART 200, APPENDIX II

Federal Provisions/Clauses apply to all VCSB contracts using Federal funds as a source for the solicitation of goods and/or services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardee(s) must comply with the following Federal requirements:

1. Prohibitions of Gratuities: By submission of a bid, a vendor certifies that no employee of Volusia County School District has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
2. Civil Rights: The VENDOR shall comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.
3. Minority and Women-Owned Businesses Enterprise: Regulation 2 CFR 200.321 When feasible, Volusia County School District will take all necessary affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:
 - Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists.
 - Assuring those small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
 - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation.
 - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.
 - Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.
4. Equal Employment Opportunity (41 CFR Part 60): All Vendors and Contractors must comply with mandatory standards and policies relating to Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractors' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
5. Copeland "Anti-Kickback" Act (40 U.S.C. 3145): All Vendors and Contractors must comply with mandatory standards and policies relating to the provision for compliance as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
6. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148): All Vendors and Contractors must comply with mandatory standards and policies relating to the Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000

preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

7. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): All Vendors and Contractors must comply with mandatory standards and policies relating to the Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- a) 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.
- b) 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 (a) 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 (a) of this section.
- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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,

21. Access by the Grantee, Sub-Grantee, Federal Grantor Agency and Comptroller General: The Contractor shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller paragraph (b) of this section.
- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section."
8. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387): All Vendors and Contractors must comply with mandatory standards and policies relating to as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. Energy Policy and Conservation Act (42 U.S.C. 6201): Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
10. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): All Vendors and Contractors must comply with mandatory standards and policies relating to Contractors that apply or propose for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
11. Rights to Inventions Made Under a Contract or Agreement. (37 CFR §401.2 (a)): All Vendors and Contractors must comply with mandatory standards and policies relating to if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
12. Procurement of recovered materials (See §200.322): All Vendors and Contractors must comply with mandatory standards and policies relating to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the

- awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR procurement of recovered materials identified in the EPA guidelines.
13. Debarment and Suspension (Executive Orders 12549 and 12689): All Vendors and Contractors must comply with mandatory standards and policies relating to a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
14. Procurement of Recovered Materials: "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."
15. Changes/Modifications: (a) The Purchasing Department may, in writing, order changes in the drawings and specifications within the general scope of the contract. (b) The Contractor shall promptly notify the Purchasing Department, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work. (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Purchasing Department shall make an equitable adjustment upon submittal of a "adjustment letter" by the Contractor before final payment under the contract.
16. Access to Records: (1) The contractor agrees to provide the VCSB, the agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the grant Administrator or the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
17. DHS Seal, Logo, and Flags: The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific agency pre- approval.
18. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that agency financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, agency policies, procedures, and directives.
19. No Obligation by Federal Government: The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
20. Program Fraud and False or Fraudulent Statements or Related Acts: By submitting a bid in response to this solicitation, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.
- 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 General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
22. Americans with Disabilities Act of 1990 (ADA): The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.
23. Convict Labor: Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.
24. Copyrights: The Grantee is free to copyright original work developed in the course of or under the agreement. The agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of agency financial support, by grant number, and a statement that the publication does not constitute an endorsement by agency or reflect agency views.
25. Disadvantaged Business Enterprises (DBE) Contractors: The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
26. Reporting: Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report. Reports Acceptance: The agency shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and agency's records, and close out the grant in writing.
27. Retention of ALL Records: The Contractor is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed. Proposer agrees to allow access by the VCSB, any relevant Federal Agency, or the Comptroller General of the United States to any records, documents books or papers for the purpose of audit, examination, excerpts or transcription.

SECTION 1 – ADDITIONAL CONDITIONS

- 1 Intent: The intent of this solicitation is to select multiple Bidder(s) to provide firm fixed percentage discount(s) for Playgrounds and Related Equipment including but not limited to the design, purchase, and installation of complete playground sets/structures, site prepping, outdoor furniture (e.g. benches, picnic tables, trash receptacles, etc.), and all other related equipment and accessories on an as-needed basis for the School Board of Volusia County, (hereinafter referred to as the "District").
- 2 Solicitation Time:

SOLICITATION PERIOD – ITB MTS-906BC	
October 23, 2018	Public Release
October 30, 2018 at 5:00 PM	Deadline for Questions
November 2, 2018	Last Day for Addendums
EVALUATION PERIOD	
November 9, 2018 @ 2:00 PM	Opening date and time
November 2018	Bid Evaluation
November 2018	Notice of Intended Decision is posted publicly on VendorLink
BOARD APPROVAL PERIOD	
January 2019	Board Approval
GENERAL PERFORMANCE TIME LINE	
February 1, 2019	Performance Period Begins

Note: Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Bidders. Response to inquiries regarding the status of a bid will not be made prior to the posting of award recommendation.

- 3 Questions and Bid Submittal: Please submit and refer bid specification questions to:

Brian Clem, CPPB
Purchasing Department Supervisor
The School Board of Volusia County
3750 Olson Drive
Facilities Services Building
Daytona Beach, Florida 32124
Email: BJClem@volusia.k12.fl.us
Phone: (386) 947-8786, ext. 50853
Fax: (386) 506-5056

31 The District will post answers to questions posed by prospective Vendors and/or general information concerning this Invitation to Bid in the form of an addendum to the Invitation to Bid on the Internet at <https://www.myvendorlink.com/common/default.aspx>. Information provided verbally to any Vendor shall NOT be considered as an official answer. Vendors must comply with information provided in written addenda only, and not verbal conversations. Invitation to bid information can be accessed at the website by searching for bid number MTS-906BC. It is the responsibility of the prospective Vendor to check the website for any addenda issued for this Invitation to Bid. The District reserves the right to disqualify any prospective Vendor who contacts a District employee, or agent concerning this Invitation to Bid, other than in accordance with this Section.

4. Electronic Submittal/Delivery of Solicitation Response: Bidder(s) shall prepare bids in accordance with the requirements of these instructions to Bidder(s). Bid submission not prepared in accordance with published instructions, will be considered non-responsive/non-responsible and may be rejected.

4.1 Bid submission will be received through the VendorLink system for goods, equipment, materials, and related services set forth in the included specifications and documents. "No bid" submitted may be withdrawn after the scheduled closing time for the ITB for a period of 120 days. If you are having system errors when uploading the Bid Submittal in VendorLink, bid hardcopies and an electronic copy provided on a flash drive (with all applicable original "wet" signatures) will be accepted at the address listed in Section 1, Paragraph 3 (include ITB Label (pg. 34) on outside of package); however, the full submittals must be submitted by the opening date; October 9, 2018 @ 2:00 PM with no exceptions. NOTE: Facsimile (FAX) and email bid submittals will NOT be accepted.

4.1.1 All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their bid is received by the Volusia County Procurement Department on or before the time and date due for bids to be considered. Bids received after the date and hour specified will NOT be considered. Late Bids will be rejected.

4.2 To ensure correct bid formatting, Bidder(s) shall:

- a) Submit all bids, response pages & supplemental documents electronically through VendorLink (exception listed in paragraph 4.1 above).
- b) Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (ZIP) formats.
- c) Enable printing on files submitted.
- d) Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
- e) Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission. Note: Bidders are strongly encouraged to be proactive with their responses, should technical difficulties arise.
- f) Follow all instructions outlined in this ITB and provide all requested information.

4.3 Signatures: An authorized representative of each bidder shall:

- a) Sign or e-sign the bid, give their full name and title, and provide the bidder's business name and address.
- b) Enter the organization's exact legal name on the bid.
- c) Sign or e-sign compliance forms, if applicable

44 Withdrawal/Alter: Bidder(s) may withdraw, alter, and resubmit their bids through VendorLink at any time prior to the bid due date and time. Bids may not be withdrawn, altered, or resubmitted after the bid due date and time. The District may request clarifications and additional information after bid submission.

5. Award: The award may be made to multiple responsive/responsible Vendors who offer fixed percentage discount(s), and comply with all specifications, terms and conditions of this solicitation.

5.1 The District has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so.

NOTE: The resulting contract will remain open to add new vendors during the contract period. If during the contract period a vendor submits all necessary bid documents, offers a percentage discount and complies with all specifications, terms and conditions of the contract, the vendor's request to be added as an awarded vendor will be taken into consideration for Board review/approval. The effective dates of the new vendor will be from the day after Board approval until the final contract expiration date.

6. Term of Contract: The contract term shall be for an initial three (3) year period effective immediately after board approval thru January 31, 2022, during which time the successful Bidder(s) shall guarantee firm fixed percentages awarded for the term of the contract as specified herein.

7. Renewal: The District reserves the right to renew/negotiate any or all percentages, terms, conditions and specifications of the contract for up to three (3) additional one-year periods upon mutual agreement by both the District and awarded Bidder(s). Renewals must be submitted in writing with the signature of the awarded Bidder(s) Authorized Representative(s). The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District.

8. Percentage Discounts: All Bidder(s) shall use the attached "Exhibit A, Bidder's Response Sheet" to input their fixed percentage discounts allowed to the tenths digit (7.8%, 12.5%, 17.0%, etc.) off the Bidder's product catalog pricing. Bidder's must base their percentage discount from the unaltered list price as originally published. Discounts or pricing from other sources will not be acceptable. Percentage discount offered can be increased but cannot be decreased without prior acceptance from the District Purchasing Department. Bids must offer a discount in order to compete. NOTE: Bidder's must submit a fixed percentage discount of at least 1.0% or higher to be considered for award.

9. Incurred Expenses: This ITB does not commit the District to award an Agreement, nor shall the District be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the submittal called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of an Agreement.

10. Waiver of Claims: Once this Agreement expires, or final payment has been requested and made, the awarded Vendor shall have no more than thirty (30) calendar days to present or file any claims against the District concerning this Agreement. After that period, the District will consider the Vendor to have waived any right to claims against the District concerning this Agreement.

11. Sign-In, Sign-Out: If and when performing services at District facilities and schools, it will be the responsibility of the awarded Bidder(s) to have their Representative sign in and sign out upon arrival and departure with the appropriate District personnel (i.e., Principal or Principal's designated representative). Awarded Bidder(s) and their employees are

required to wear/display an identification card, photo badge or type of clothing that clearly identifies both the awarded Vendor's and their employee's name at all times while on District property.

12. Limitation on Vendor Contact: Solely with regard to a released solicitation, no vendor or their representative shall contact or lobby District personnel or School Board members, prior to a posted award recommendation. All questions are to be directed to the identified Purchasing Department Buyer, unless otherwise stated in the special conditions of the solicitation. Violation of this policy may result in the rejection/disqualification of bidder's response per School Board Fiscal Management Policy 702.
13. Assignment: The Bidder(s) obligations under resulting contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Contract Administrator.
 - 13.1 The bidder(s) will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing Contract will remain the sole property of the District.
14. Severability: The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract so long as the material purposes of the contract can be determined and effectuated. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
15. Force Majeure: Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay;

 - 15.1 Could not have been prevented by reasonable precaution;
 - 15.2 Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - 15.3 If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
 - 15.4 An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
 - 15.5 Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Vendor from performing its obligations for more than fifteen (15)

days, the District shall have the right to terminate the contract by written notice to the successful Vendor.

- 156 Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Vendor shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Vendor of any obligation it may have regarding disaster recovery, whether under the contract or at law.
16. Insurance: Awarded vendor shall name The School Board of Volusia County, 200 N. Clara Ave, DeLand, FL, 32720 as an additional Certificate Holder on vendor's policy. Responding Vendors shall provide this information with their bid. Vendor shall maintain the following insurance for the life of the bid contract as follows:
- 16.1 Worker's Compensation Insurance: The Vendor shall maintain Worker's Compensation and Employer's Liability Insurance in accordance to Florida's statutory limits.
- 16.2 Commercial General Liability: The Vendor shall maintain Commercial General Liability Insurance at a minimum of \$2,000,000.00.
- 16.3 Commercial Automotive Liability Insurance: The Vendor shall maintain Commercial Automobile Liability Insurance, including but not limited to bodily injury and property damage, combined single limit, including any automobiles, hired and non-owned, at a minimum of \$2,000,000.00.
- 16.4 Professional Liability: The Vendor shall maintain Professional Liability Insurance at a minimum of \$1,000,000.00.
- 16.5 The insurance carrier shall notify the District at least thirty (30) days prior to canceling any of the specified coverage. Upon written request by the District, the insurance carrier shall provide a copy of each policy. Awarded Vendor shall provide a copy of their Certificate of Insurance within seven (7) business days after notification of recommended award.
17. Drug-Free Workplace: All of our schools are smoke free. In accordance with the District's "Drug-Free Work Place General Policy" employees shall not possess or be under the influence of tobacco products, alcohol, drugs or any illegal substances while on District property. The use of tobacco products is also prohibited while on District property. Vendors will be required to assure that assigned personnel work in a drug-free environment and will conduct themselves in a manner that does not violate the District's standards for employment. Responding Vendors shall provide this information with their bid.
18. References: Vendors shall furnish current references from three (3) commercial customers for same or similar products and services specified in this bid. The form shall contain sufficient and specific information which directly responds to the request. Responding Vendors shall provide this information with their bid.
19. Debarment: All bids shall be accompanied by a completed Certificate regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form. Responding Vendors shall provide this information with their bid.
20. Certification Regarding Lobbying: All bids shall be accompanied by a completed Anti-Lobbying form. Responding Vendors shall provide this information with their bid.
21. Public Entity Crimes: Bidders shall complete the required sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes. Form shall be signed and notarized.

22. Non-Conflict of Interest: All Bidders review and complete all necessary forms for authentication of bid, and the District's policy statement of non-collusion and non-conflict of interest.
23. Principal Place of Business: Bidder shall complete the form with all required information and all signatures as specified.
24. Addenda Acknowledgement: All Bidders shall complete the form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for your bid to be considered.
25. Florida Preference: Pursuant to Section 287.084, Florida Statutes, effective July 2012, the District shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Vendors having a principal place of business outside the State of Florida. Responding Vendors must complete and submit with their bid response the attached Bidder's Statement of Principal Place of Business form, attached at the end of this document. Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation. For additional information regarding this statute, Vendors may refer to: <http://www.leg.state.fl.us/Statutes/index.cfm>.
26. Florida Department of State, Division of Corporations Registration Requirements: Bidder(s) who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered bidder(s) must have an active status in order to be eligible to do business with the School Board. Bidder(s) doing business under a fictitious name, on Page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
27. Receiving/Payment/Invoicing: No payment will be made for materials ordered without proper purchase order authorization and/or Purchasing Card. The District shall pay all awarded vendors pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act (Florida Statutes Section 218. 70). Payment shall not be made until services have been completed, inspected, and accepted by the District in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to the address set forth on the purchase order or by using the Purchasing Card. Payment in advance of delivery by the District cannot be made.
- 27.1 Invoicing: All invoices submitted must contain the following detailed information in order to be processed for payment:
 - a) Purchase Order number
 - b) Date or time of monthly statement
 - c) Name of District employee(s) that authorized purchase
 - d) Itemized parts and supplies
- 27.2 Payment Methods: The District utilizes a VISA purchasing card as well as purchase orders. The District may purchase some items using a purchase order or using a VISA purchasing card. Purchasing card orders will be placed by the school/department directly with the awarded vendor(s). The successful bidder(s) will be expected to honor all orders at the discounted bid prices.

SECTION 2 – SPECIFICATIONS

1. Scope: The bidder(s) shall provide Playgrounds and Related Equipment including but not limited to complete playground sets/structures (including design, site prep, and installation), outdoor furniture (e.g. benches, picnic tables, trashcans, etc.), and all other related equipment and accessories at a fixed percentage discount during the term of the resulting contract. The performance of the successful bidder(s) and the quality standards of service shall be in accordance with the terms of the specifications as set forth herein. Failure to comply with these requirements may be cause for bid rejection or award cancellation.
2. Discount Adjustments: The percentage discount rate offered shall remain flexible upward to take advantage of a higher discount rate throughout the contract period, but the discount percentage cannot be lowered.
3. Item Catalog(s): All bidder(s) must submit an electronic copy or weblink of all cataloged items to be used under the resulting contract with their bid submittal. If an electronic version of your catalog is available with online interactive capabilities, the District may wish to use this version if prices can be configured with the percentage discount already applied. NOTE: If an electronic copy is NOT available, the bidder shall provide a hardcopy with their submittal package.
 - 3.1 New Items: New items appearing in the awarded bidder's catalog(s) released after the bid opening date are to be covered under the resulting contract as if these items were originally included in the catalog(s) submitted with the bid.
 - 3.2 Training: If necessary, successful bidder(s) must be willing to offer training and support as needed to the District. Training may include, but not be limited to company introduction, setting up new users for online ordering, and a review of catalog bid discounts.
4. Authorized Distributor: All Bidder(s) must be authorized distributors for the products they sell to the District. Bidders must upload a signed letter with their bid response from the product manufacturer(s) stating that the Bidder is an "authorized distributor". Bids will not be considered if the authorized distributor letter is not included with bid response.
5. Quality: All equipment and supplies covered in this bid shall be NEW, free from defects, and carry a manufacturer's warranty.
6. Delivery: Delivery shall be "F.O.B. Destination, prepaid and allowed" to various locations within the Volusia County School District.
 - 6.1 *Delivery charges, fuel surcharges or fees, if any, shall be included in the percentage discounts. No charges shall be noted on the invoice for delivery, fuel or handling fees.* Delivery charges for expedited shipments such as air freight, may be added to invoices only when authorized by the Volusia County School Board. The individual authorizing delivery charges must appear on the vendor invoice.
 - 6.2 Deliveries, as specified, shall be made within seventy-two (72) hours after receipt of order, except for special order items or items that must be manufactured. The School Board shall make every effort to consolidate order requests of like items, however, the Board reserves the right to place an order of any size, regardless of quantity,

with the awarded vendor(s). All Schools and designated departments will be referred to published catalogs and discounts provided by awarded vendors to fill their requirements at the lowest net prices.

6.3 Orders shall be made on an as-needed basis with no minimum order requirements. Items shall be delivered, as requested, to the specified location within Volusia County.

- School delivery hours are from 8:00 A.M. to 4:00 P.M. EST, Monday through Friday (except Legal or School Board holidays).
- Warehouse delivery hours are from 6:00 A.M. to 2:00 P.M. EST, Monday through Friday (except Legal or School Board holidays). Vendor should make an appointment to schedule deliveries.

6.4 The Volusia County School Board reserves the right to cancel any item(s) on order and obtain such item(s) from another source, when item(s) are not available within seventy-two (72) hours or when item(s) are placed on backorder status (with exception to special order items and items requiring manufacturing).

7. Returns: Any new part(s) returned to the awarded Bidder(s) within twelve (12) months of the date of purchase shall be credited in full to the District with no restocking fees. Additionally, any item(s) which do not meet or exceed specifications will be returned at the vendor's expense.
8. Damaged Items: In the event an item(s) is received, and it is later determined there is concealed damage when the item(s) is unpacked, the item(s) must be replaced by the contractor at no cost to the School Board.
9. Warranty: Minimum warranty shall be twelve (12) months or the manufacturer's standard warranty, whichever is greater, for all items purchased from the resulting contract. Warranty shall begin after delivery, acceptance and installation of item(s) by the using Department.
10. Packing Slips/Invoices: Both the packing slips (delivered with the merchandise) and invoices submitted to the School District need to have the item description, pricing by line item, and reference contract MTS-906BC.
11. Labeling: Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:
- Name of item
 - Quantity of item contained
 - Unit of Measurement (U/M) or Unit of Issue (U/I)
 - Purchase Order Number
 - Company Name
12. Substitutes: Unapproved substitutes will not be allowed. If items are not available, the Department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

RESPONDENT'S EXPERIENCE/QUALIFICATIONS AND REFERENCES

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: _____ Years performing work specialty: _____
License or business tax receipt currently valid in force: _____
2. Vendor's Representative
Provide the following information for the person assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:
Name: _____ Phone #: _____ Cell #: _____
Email: _____
3. Has Vendor been declared in default of any contract? ☐ Yes ☐ No
4. Has Vendor ever forfeited on any performance bond payment issued by a surety company on any contract?
☐ Yes ☐ No
5. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ☐ Yes ☐ No
6. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
☐ Yes ☐ No
7. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability?
☐ Yes ☐ No
8. Is Vendor currently involved in any state of a fact-finding, negotiations or resistance to a merger, friendly acquisition or hostile take-over, either as a target or a pursuer?
☐ Yes ☐ No
9. References: Provide three references from agencies you have provided goods or services to in the past three (3) years, at least one reference should be a public-school system.

Reference # 1

Organization Name: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 2

Organization Name: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 3

Organization Name: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 22 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT
EQUIPMENT**

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)

Name of Bidder: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's signature: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. If your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered to be non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a Vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]: _____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address of out-of-state Bidder's attorney: _____

Telephone number of out-of-state Bidder's attorney (_____) _____

Email address of out-of-state Bidder's attorney: _____

Attorney's state of bar admission: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification:

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid 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.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non- procurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, bid for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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 bid.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

**AUTHENTICATION OF BID AND STATEMENT
OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby certify:

1. That I am the vendor (if the vendor is an individual), a partner of the vendor (if the vendor is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the vendor is a corporation).
2. That the submitted quote covering Volusia County School District's ITB has arrived at the vendor independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit the independent bidding or competition as prohibited by provisions; or any attendant procurement regulations of the Volusia County School District.
3. That the contents of the bid have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such person prior to the official opening of the bid.
4. That the Vendor is legally entitled to enter into the contract with the School District of Volusia County and is not in violation of any prohibited conflict of interest, including those prohibited or any procurement regulation of the School District of Volusia County.
5. That the vendor has fully disclosed with their response the name(s) of any officer, director, or agent who is or was an employee of the School Board of Volusia County, Florida.
6. In submitting the above, it is expressly agreed that upon proper acceptance by the School District of Volusia County of any or all items bid above, a contract shall thereby be created with respect to the items in this bid being accepted.
7. That I have fully informed myself regarding and affirm the accuracy of all statements in this bid, including the pricing.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID:

SIGNED BY _____ TITLE _____

COMPANY NAME _____ TELEPHONE NO. _____

ADDRESS _____ DATE _____

CITY _____ STATE _____ ZIP CODE _____

REQUEST FOR APPROVAL OF PROPOSED PURCHASING TRANSACTION
INVOLVING POSSIBLE CONFLICT OF INTEREST

INSTRUCTIONS: This form is required to be completed by any employee or former employee within two years of termination of employment who proposes or whose near relative proposes to either directly or indirectly purchase, sell, rent, or lease any realty, goods, or services from any business entity of which the employee or employee's immediate family has a material interest; nor shall any such individual either directly or indirectly sell, rent or lease any realty, goods, or services to the District.

See previous page for full policy statement.

Completion of this request does not constitute authorization for work to begin or for services to be provided

Name and Title of Employee making request	☐ Employee ☐ Former Employee
Division / Department	Separation Date:
Building / Room	Telephone Extension

CHECK AND COMPLETE THE APPROPRIATE ITEM:

- ☐ I propose to directly or indirectly purchase, rent, sell, or lease any realty, goods, or services to the District.
☐ A near relative * proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	

- ☐ I own or control more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Business:
Nature of Interest:

- ☐ A near relative * own or controls more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	
Name of Business:	
Nature of Interest:	

Describe the realty, goods or services proposed:

Are the realty, goods or services available commercially?

I certify that no District time, material, equipment or facilities have been or will be used in connection with any resulting purchase order or contract.

I certify that I have not or will not make, or participate in the making of the District's decision to purchase the realty, goods or services covered by this disclosure.

Signature of Employee	Date
-----------------------	------

APPROVALS

Employee's Department Head (not required if former employee)	Other Administrative Approval
--	-------------------------------

* See reverse side for definition



The School District of Volusia County
Purchasing & Warehouse Services
3750 Olson Drive
Daytona Beach, FL 32124

Ph: 386-947-8786
Fax: 386-506-5056

POLICY REGARDING EMPLOYEE CONFLICT OF INTEREST IN PURCHASING

Definitions

Employee—any individual who is presently employed by the District or whose separation from the District occurred within two years of the date of the proposed transaction.

Near Relative—spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and step relatives in the same relationship.

Employee-Vendor Relationship—a relationship in which an employee, or near relative, acts as an independent contractor for the purpose of renting or selling goods or providing services to the District.

Policy

Conflict of Interest—The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidder(s) must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Volusia County, Florida. Furthermore, all bidder(s) must disclose the name of any Board Employee who owns directly or indirectly, any interest of five per cent (5%) or more of the total assets of capital stock in the bidder's firm.

(F.S. Chapter 112, Part III.)— "No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision."

Ethics in Purchasing—The provisions of School Board policy 426 regarding Vendor Relations shall apply regarding any "compensation" or "gifts". Pursuant to Section 1-3 of the Volusia County School's Purchasing Manual, each transaction shall be handled objectively, without favoritism or discrimination, without seeking or dispensing personal favors and based on sound business judgment.

READ CAREFULLY – SIGN IN THE SPACE BELOW – FAILURE TO SIGN INVALIDATES BID

SIGNED BY: _____ TITLE _____

COMPANY NAME: _____ TELEPHONE NO.: _____

ADDRESS: _____ DATE: _____

CITY: _____ STATE: _____

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statue 287.087 hereby certifies that

_____ Does:
Name of Business

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, 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 contract a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under contract, 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 Paragraphs 1 thru 5.

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

Signature of Authorized Officer _____

Date _____

PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

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 with Bid, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____ (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: _____.
3. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.
4. 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 with the United States, including, but not limited to, any bid or contract for goods or services 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.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. as 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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.

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 28 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

8. 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, not any affiliate of the entity have 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, AND (Please indicate which additional statement applies.)

_____ The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ Date: _____
(Signature)

STATE OF _____ COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally, known to me or provided the following identification _____, and affixed his/her signature in

the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My commission expires:

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. 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 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub- recipients shall certify and disclose accordingly.

Name/Address of Organization

Name /Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action: () a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: () a. bid/offer/application b. initial award c. post-award	3. Report Type: () a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: () Prime () Sub-awardee Tier _____ (if known) Congressional District, if known:		5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$ _____
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b. Individuals Performing Services (including address if different from No. 10a)
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities in a material representation of fact upon which reliance was pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and nor more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only: Authorized for Local Reproduction Standard Form LLL (Rev.7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants and contract awards undergrants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example; Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1), if known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identify number available for the Federal action identified in Item 1 (e.g., Request for Proposal number (ITB), Invitation to Bid (ITB) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. a. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
b. Enter the full names of the individual(s) performing service(s) and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 32 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

The School Board of Volusia County Florida Insurance Requirements Form

Note: Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Volusia County with certificates of insurance meeting the required insurance provisions prior to the service date.

<u>Requirement (X)</u>	<u>Insurance Type</u>	<u>Required Limits</u>
<u> X </u>	1 Workers' Compensation	In accordance with Florida Statutes Chapter 440 and all Federal Government Statutory Limits and Requirements
<u> </u>	1A Employers Liability	Limit of \$500,000.00 each Incident
<u> X </u>	2 Commercial General Liability	\$2,000,000.00 Single Limit per Occurrence with \$2,000,000.00 general aggregate.
<u> </u>	2A Bodily Injury & Property Damage	\$1,000,000.00 Single Limit per Occurrence
<u> </u>	3 Indemnification	
The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Volusia County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Volusia County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Volusia County.		
<u> X </u>	4 Automobile Liability	
<u> </u>	4A Owned/Non-Owned/Hired Automobile Included	\$2,000,000.00 per Each Occurrence
<u> X </u>	5 Professional Liability	\$1,000,000.00 per Each Occurrence
<u> </u>	5A Errors and Omissions	\$1,000,000.00 per Each Occurrence
<u> </u>	5B Builder's Risk	\$1,000,000.00 per Each Occurrence
<u> </u>	6 Employee Crime	\$2,000,000.00 per Each Occurrence
<u> </u>	7 Cyber Liability	\$5,000,000.00 Single Limit per Occurrence
<u> </u>	8 Pollution Legal Liability	\$1,000,000.00 Each Incident, with \$10,000,000.00 General Aggregate

BIDDER'S AND INSURANCE AGENT STATEMENT:

The School Board of Volusia County shall be named as the Certificate Holder on the Insurance Certificate. The School Board of Volusia County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability. The School Board of Volusia County desires proof of insurability at levels required for this bid.

The 'Certificate Holder' should read as follows:

The School Board of Volusia County, Florida
200 N. Clara Ave
Deland, FL 32720

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required with response submittal.

A current certificate of insurance is attached: _____YES_____NO

Bidder Name: _____ Bidder Title: _____

Signature of Bidder _____

**BIDDER'S CHECK LIST
INSTRUCTIONS**

Bidder(s) shall indicate compliance with the Bid's submittal requirements by checking the appropriate box.

Item	Included (Initial Each)	Reference page #'(s)	Description
1		1	Signed Request for Invitation to Bid
2		1 and 14	Exhibit A: Bidder's Response Sheet (Attached Excel Sheet)
3		18	Authorized Distributor Letter(s)
4		1, 16, and 20	Respondent's Experience/Qualifications and References Form
5		1, 7, 17, and 21	Bidder's Statement of Principal Place of Business
6		1, 11, 16, and 22	Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
7		1, 8, 17, 23, 24, and 25	Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest Request for Approval of Proposed Purchasing Transaction Involving Possible Conflict of Interest Policy Regarding Employee Conflict of Interest in Purchasing
8		1, 2, 3, 8, 12, 14, 17, and 34	Addenda Acknowledgement Form Signed Addendum(s) Acknowledgement (if applicable)
9		1, 4, 5, 16, and 26	Drug-Free Workplace Certificate
10		2, 16, 27, and 28	Public Entity Crimes Form
11		2, 3, 8, 10, 15, 16, and 29 - 31	Certification Regarding Lobbying Disclosure of Lobbying Activities Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
12		1, 5, 16, and 32	Insurance Requirements Form Certificate of Insurance (Copy of Bidder's Current Policy)
13		13 and 34	ITB Label (Only applicable when hardcopies are submitted)
14		1, 3, 14, 18, and 19	Vendor Product Catalogs

BIDDER'S SIGNATURE

DATE

TYPE OR PRINT COMPANY NAME

(ONLY APPLICABLE IF SUBMITTING A HARDCOPY)

Vendor: Cut along the border and affix this label to your sealed bid envelope to identify it as a SEALED BID. Be sure to include the name and location of the company submitting the bid where requested on the label.

-----

SEALED BID – DO NOT OPEN	
Sealed Bid No.:	MTS-906BC
Bid Name:	PLAYGROUNDS AND RELATED EQUIPMENT
Due Date/Time:	OCTOBER 23, 2018 @ 2:00 PM
Submitted By:	_____ (Company Name)
	_____ (City/State)

DELIVER TO: Purchasing Department
School Board of Volusia County
3750 Olson Drive
Facilities - Maintenance Bld.
Daytona Beach, FL 32124

Please note

From time to time, an addendum may be issued to a bid. Any such addenda will be posted on the same web site from which you obtained this bid. If you are a registered Vendor with the district, you will automatically receive notification of all addenda. If you are not, you should periodically check our web site to download any addenda which may have been issued since the release date of the bid.

To become a registered Vendor, you must complete an application in VendorLink, choose the commodities for which you wish to receive bid notifications, and submit. Once you receive notice you have been approved, you will begin to receive automatic notifications of both bids and addenda from VendorLink.

MTS-906BC, PLAYGROUNDS AND RELATED EQUIPMENT (% DISCOUNT)

**Exhibit A
Bidder's Response Sheet**

Directions to all Bidders: Place your percentage discount next to each categorical item that you are able to provide and place an "X" in the "Not Applicable" column for each categorical item that you are unable to provide. If there are other items you provide that are not listed, please use the "Other" line items to describe those items w/percentage discounts offered. Use the "Catalog Name & No." column to list out your correlating Catalog Name and Number. Note 1: Bidder's may select more than one category. Note 2: Bidder's must offer a fixed percentage discount of at least 1.0% or higher to be considered for award.

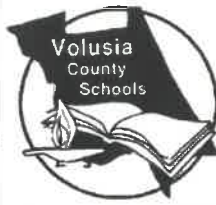
Category	% Discount	Not Applicable	Catalog Name & No.
Playground Design & Layout Services	%		
Grading and Site Prep Services	%		
Playground Equipment	%		
Playground Equipment Installation	%		
Surfacing Materials	%		
Surfacing Materials Installation	%		
Shade Structures	%		
Shade Structure Installation	%		
Picnic Tables	%		
Picnic Table Installation	%		
Park Benches	%		
Park Bench Installation	%		
Trash Receptacles	%		
Trash Receptacle Installation	%		
Miscellaneous Playground Equipment	%		
Misc. Playground Equipment Installation	%		
Miscellaneous Repair Services	%		
Miscellaneous Repair Parts	%		
Other: _____	%		
Other: _____	%		
Other: _____	%		

Vendor dba Name (Print or Type): _____

Vendor Representative Name (Print or Type): _____ Date: _____

Vendor Representative Signature (Blue Ink or Digital Signature): _____

School Board of Volusia County
Purchasing Department
3750 Olson Drive
Daytona Beach, Florida 32124



INVITATION TO BID

PAGE 1 OF 34

ITB TITLE: **PLAYGROUNDS AND
RELATED EQUIPMENT**

BID NO.: MTS-906BC

RELEASE DATE: **October 23, 2018**

F.O.B. DESTINATION: REFER TO BID DETAILS FOR LOCATIONS

The public is invited to attend the bid opening on:
BID DUE DATE and TIME: NOVEMBER 9, 2018 @ 2:00 P.M.

BUYER: BRIAN CLEM, CPPB
BJCLEM@VOLUSIA.K12.FL.US

Bid Submittal shall be electronically uploaded into VendorLink prior to the ITB DUE DATE and TIME listed above.

ITB OPENING LOCATION: Purchasing Conference Room
3750 Olson Drive
Workroom 4
Daytona Beach, Florida 32124

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for bid to be considered.

☐ Literature	☐ Specifications	☒ Catalogs	☒ Non-Collusion & Non-Conflict of Interest Pages 23-25
☒ Debarment Form Page 22		☒ Manufacturer's Certificate of Warranty	
☒ List of References Page 20		☒ Bidder's Response Sheet Exhibit A	
☒ Drug-Free Workplace Certification Page 26		☒ Statement of Principal Place of Business Form Page 21	
☒ Digital Submittal Required			
☒ Certificate of Insurance: See enclosed guidelines for detailed specifications			
☒ Additional submittals specific to this bid may also be required: See solicitation for details			

PERIOD OF PERFORMANCE: UPON BOARD APPROVAL THRU JANUARY 31, 2022; THREE OPTIONAL ONE-YEAR RENEWAL PERIODS
THE ANTICIPATED DATE OF BOARD APPROVAL IS JANUARY 2019.

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

EMAIL: _____ Telephone: _____ FAX: _____

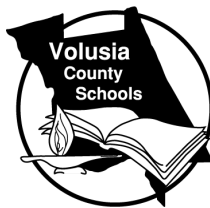
Signature of Owner or
Authorized Officer/Agent: _____

Typed Name of Above: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders' final payment to the Vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and Vendor. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Purchasing Department.

NO BID I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

- | | |
|--|--|
| ☐ 1. Insufficient time to respond | ☐ 7. Addendum received too late to respond |
| ☐ 2. Specifications were unclear or restrictive | ☐ 8. Could not meet Insurance requirements |
| ☐ 3. Could not meet bonding requirements | ☐ 9. We do not offer the product or service requested |
| ☐ 4. Our schedule will not permit us to respond | ☐ 10. Remove our company name from this <u>commodity listing only</u> . |
| ☐ 5. Terms & Conditions were unclear or restrictive | ☐ 11. Keep our company on the bid list for future bids |
| ☐ 6. Could not meet specifications | ☐ 12. Other _____ |



The School Board of Volusia County, Florida
200 N. Clara Avenue, DeLand, FL 32720

Agenda Item Details

Meeting	Jan 29, 2019 - Agenda - The School Board of Volusia County, Florida
Category	12. Consent-Operations Services-Purchasing
Subject	12.02 ITB: No. MTS-906BC, Playgrounds and Related Equipment
Access	Public
Type	Action (Consent)
Preferred Date	Jan 29, 2019
Absolute Date	Jan 29, 2019
Fiscal Impact	No
Budgeted	No
Budget Source	Varies
Recommended Action	The superintendent recommends approval of ITB No. MTS-906BC, Playgrounds and Related Equipment.
Goals	Focus Area 6-Operations/Infrastructure

Public Content

BACKGROUND:

This contract will be utilized by the Facilities Maintenance and Planning & Business Services Departments as a means to purchase new and replacement Playground and Related Equipment and/or Services District-wide on an as-needed basis.

SUBMITTED BY:

Maria Kraft, Coordinator, Purchasing and Warehouse Services

[1-29-19 BOARD - MTS-906BC - Playgrounds and Related Equipment.pdf \(1,306 KB\)](#)

Administrative Content

Motion & Voting

The superintendent recommends approval of all items in the consent agenda.

Motion by Linda L Cuthbert, second by Ruben Colon.

Final Resolution: Motion Carries

Yea: Linda L Cuthbert, Carl Persis, Jamie Haynes, Ruben Colon

[illegible]

ITB NUMBER: MTS-906BC
ITB NAME: Playgrounds and Related Equipment
EFFECTIVE DATES: 2/1/2019 - 1/31/2022

THE SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD DATE: 1/29/2019
DEPARTMENT: DISTRICT WIDE USE

Vendor Info	Note Codes	Playground Design & Layout Services	Grading and Site Prep Services	Playground Equipment	Playground Equipment Installation	Surfacing Materials	Surfacing Materials Installation	Shade Structures	Shade Structure Installation	Picnic Tables	Picnic Table Installation	Park Benches	Park Bench Installation	Trash Receptacles	Trash Receptacle Installation	Miscellaneous Playground Equipment	Misc. Playground Equipment Installation	Miscellaneous Repair Services	Miscellaneous Repair Parts	Other	Other	Other	Other
Advanced Recreational Concepts, Melbourne, FL	*	1%	1%	2%	1%	5%	5%	5%	1%	2%	1%	2%	1%	2%	1%	3%	1%	5%	5%	5% Shelters	1% Shelter Install	5% Mulch	0%
Creative Shade Solutions, Inc, Tarpon Springs, FL	*	0%	0%	0%	0%	0%	0%	5%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
GameTime, Longwood, FL	*	100%	0%	10%	0%	5%	0%	3%	0%	3%	0%	3%	0%	3%	0%	3%	0%	0%	0%	0%	0%	0%	0%
Kompan, Inc., Austin, TX	*	100%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	4%	9%	0%	0%	0%	0%
Miller Recreation Equipment + Design, Inc., Bradenton, FL	*	100%	0%	Varies	1%	5%	1%	5%	1%	5%	1%	5%	1%	5%	1%	5%	1%	1%	0%	5% Bike Racks	5% B-Ball Goals	5% Rubber Surfacing	5% Shelters
Parkwarehouse, LLC, Boca Raton, FL	*	0%	0%	10%	0%	0%	0%	10%	10%	10%	0%	10%	0%	10%	0%	10%	0%	0%	5%	0%	0%	0%	0%
Playmore West, Inc., Fort Meyers, FL	*	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5% Outdoor Fitness	5% Outdoor Fitness Install	0%	0%

ITB NUMBER: MTS-906BC
ITB NAME: Playgrounds and Related Equipment
EFFECTIVE DATES: 2/1/2019 - 1/31/2022

THE SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD DATE: 1/29/2019
DEPARTMENT: DISTRICT WIDE USE

Playspace Services, Melbourne, FL	*	1%	1%	Varies	1%	5%	5%	Varies	1%	Varies	1%	Varies	1%	Varies	1%	Varies	3%	5%	5%	1% Shelter Install	1% Court/ Field Equip Install	1% Outdoor Musical Install	0%
Legacy Construction Services Group, Inc. DBA ProPlaygrounds, Tallahassee, FL	*	10%	10%	10%	10%	5%	5%	5%	5%	10%	10%	10%	10%	10%	10%	10%	10%	10%	10%	0%	0%	0%	0%
Shade Systems, Inc., Ocala, FL	*	0%	0%	0%	0%	0%	0%	25%	25%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Swartz Associates, Inc., Naples, FL	*	100%	0%	5%	30%	Varies	50%	2%	0%	5%	30%	5%	30%	5%	30%	7%	30%	0%	0%	7% Frog Site Furnish- ings	5% Kay Park Furish- ings	5% Ultrasite Site Furnish- ings	0%

Note Codes:
* - Recommended to Award

ITB Sent to: 3157
Response Received From: 11
"No Bid" Responses Received From: 4

Purchasing Department Approval:  Date: 12/6/2018

This tabulation is posted as public notice for 72 hours from 4:00 P.M., Friday, December 7th, 2018 until 4:00 P.M., Wednesday, December 12th, 2018. Vendors are hereby notified that failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Offers from the Vendors listed herein are the only offers received timely as of 2:00 P.M., November 9th, 2018. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

ADDENDUM #1

ITB NO.: MTS-906BC – PLAYGROUNDS AND RELATED EQUIPMENT

BID OPENING DATE & TIME: NOVEMBER 9, 2018 @ 2:00 PM

LATE BIDS WILL NOT BE CONSIDERED

Listed below are answers to questions that were received in writing prior to the question end date on October 30, 2018.

1. **Question:** Cover page of the ITB says the due date is 11/9/18; however, page 34 says the due date is 10/23/18; please advise?

Answer: The Bid Opening Date & Time are November 9, 2018 @ 2:00 PM EDT

2. **Question:** Do you need an actual price list or just a catalog of our equipment?

Answer: In accordance with the ITB, Section 2, Para 3, “All bidder(s) must submit an electronic copy or a weblink for all cataloged items to be used under the resulting contract with their bid submittal.” “If an electronic copy is NOT available, the bidder shall provide a hardcopy with their submittal package”. Based on this information, we simply need your catalog or link which lists your equipment.

3. **Question:** Do you want the catalog in hard copy or digital copy?

Answer: Please refer to the answer above.

4. **Question:** I have two companies that are owned and operated by the same person. We use one company to sell products and the other company for installation services. Can I submit two bids? One for product and the other for installation services? For tax liability reasons we like to split bill the services we provide. For example, we would provide an estimate for playground equipment and another estimate for installation.

Answer: Submitting two bid submittals is acceptable ONLY if these two companies are operating under different Federal Tax ID Numbers and/or two separate business licenses.

5. **Question:** Should playground safety surfacing be included?

Answer: We urge all prospective vendors to provide a percentage discount for as many items listed on the Bidder's Response Sheet as possible. Playground safety surfacing material is listed on the Bidder's Response Sheet as well; therefore, if it's something that you are able to provide, please provide a percentage discount for those categories.

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
FACILITIES – MAINTENANCE BUILDING
DAYTONA BEACH, FLORIDA 32124

ITB NO.: MTS-906BC
DATE: October 31, 2018
Page 2 of 2
ADDENDUM #1 –
**PLAYGROUNDS AND RELATED
EQUIPMENT**

ADDENDUM ACKNOWLEDGEMENT

This addendum to ITB number ***MTS-906BC – Playgrounds and Related Equipment*** has been received and fully understood.

Vendor: _____

Date: _____

Address: _____

Zip Code: _____

Phone: _____

Fax: _____

Signature: _____

**RETURN THIS ACKNOWLEDGEMENT WITH SEALED BID BY
2:00 PM 11/9/2018.**

Volusia County School Board
Purchasing Department
3750 Olson Drive
Daytona Beach, FL 32124

School Board of Volusia County
Purchasing Department
3750 Olson Drive
Daytona Beach, Florida 32124



INVITATION TO BID

PAGE 1 OF 34

BID NO.: MTS-906BC

RELEASE DATE: October 23, 2018

**ITB TITLE: PLAYGROUNDS AND
RELATED EQUIPMENT**

F.O.B. DESTINATION: REFER TO BID DETAILS FOR LOCATIONS

The public is invited to attend the bid opening on:
BID DUE DATE and TIME: NOVEMBER 9, 2018 @ 2:00 P.M.

BUYER: BRIAN CLEM, CPPB
BJCLEM@VOLUSIA.K12.FL.US

Bid Submittal shall be electronically uploaded into VendorLink prior to the ITB DUE DATE and TIME listed above.

ITB OPENING LOCATION: Purchasing Conference Room
3750 Olson Drive
Workroom 4
Daytona Beach, Florida 32124

REQUIRED SUBMITTALS CHECKLIST - Note: Submittal is **required** for each box checked for bid to be considered.

☐ Literature	☐ Specifications	☒ Catalogs	☒ Non-Collusion & Non-Conflict of Interest Pages 23-25
☒ Debarment Form Page 22			☒ Manufacturer's Certificate of Warranty
☒ List of References Page 20			☒ Bidder's Response Sheet Exhibit A
☒ Drug-Free Workplace Certification Page 26			☒ Statement of Principal Place of Business Form Page 21
☒ Digital Submittal Required			
☒ Certificate of Insurance: See enclosed guidelines for detailed specifications			
☒ Additional submittals specific to this bid may also be required: See solicitation for details			

PERIOD OF PERFORMANCE: UPON BOARD APPROVAL THRU JANUARY 31, 2022; THREE OPTIONAL ONE-YEAR RENEWAL PERIODS
THE ANTICIPATED DATE OF BOARD APPROVAL IS **JANUARY 2019**.

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

EMAIL: _____ Telephone: _____ FAX: _____

**Signature of Owner or
Authorized Officer/Agent:** _____

Typed Name of Above: _____

By my signature, I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, business entity, or person submitting an offer for the same materials, supplies, equipment, or service(s), and is in all respects fair and without collusion or fraud. I further agree to abide by all conditions of this invitation and certify that I am authorized by the Offeror to sign this response. In submitting an offer to the School Board of Volusia County, I, as the respondent, offer and agree that if the offer is accepted, the Offeror will convey, sell, assign, or transfer to the School Board of Volusia County all right, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodity(s) or services(s) purchased or acquired by the School Board of Volusia County. At the School Board's discretion, such assignment shall be made and become effective at the time the School Board of Volusia County tenders' final payment to the Vendor. Upon approval by Board the information contained herein shall constitute the contract between the Board and Vendor. Per Purchasing Policy 702, Bidder(s) must initiate any protest of recommendation of award within 72 hours after posting of the bid tabulation in the Purchasing Department.

NO BID I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

- | | |
|--|--|
| ☐ 1. Insufficient time to respond | ☐ 7. Addendum received too late to respond |
| ☐ 2. Specifications were unclear or restrictive | ☐ 8. Could not meet Insurance requirements |
| ☐ 3. Could not meet bonding requirements | ☐ 9. We do not offer the product or service requested |
| ☐ 4. Our schedule will not permit us to respond | ☐ 10. Remove our company name from this <u>commodity listing only</u> . |
| ☐ 5. Terms & Conditions were unclear or restrictive | ☐ 11. Keep our company on the bid list for future bids |
| ☐ 6. Could not meet specifications | ☐ 12. Other _____ |

GENERAL TERMS AND CONDITIONS

Bidder: to ensure acceptance of the bid follow these instructions.

1. **Sealed Bid Requirements:** The "Invitation to Bid" sheet must be completed, signed, and returned with each bid. Bids shall be signed by a representative authorized to legally bind the Bidder to the provisions herein. All bids shall be submitted electronically via VendorLink unless otherwise instructed. Additional bid submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Bidder(s) must use the form(s) furnished by The District. All bids shall be typewritten or filled in with pen and ink. Bids having erasure or corrections must be initialed by the Bidder in ink. All bids must be e-signed or signed in ink by an officer or employee having authority to legally bind the Bidder. By signing, Bidder attests that they fully understand there will be no recourse for negligence or oversight for not doing so. **Bids received that fail to comply with these submittal requirements may not be considered for award.**
 - a) **Delivery of Bid:** Electronic bid submittals, described in the Electronic Submittal of the Bid section of this solicitation, are mandatory unless otherwise specified. Responses must be furnished and uploaded in VendorLink no later than 2:00 PM, EST, on or before the due date specified on the cover sheet of this ITB, to be considered. Bids shall be organized and shall include necessary information as to be in full compliance with the ITB specifications. The District reserves the right to reject and not consider any bid that is not submitted in accordance with the ITB general conditions, specifications or ITB submittal requirements.
 - b) **VendorLink help can be accessed by calling (407) 222-1885, or by emailing support@evendorlink.com.**
 - c) Bids received by telephone, telegraph, electronic mail, or facsimile machine shall NOT be accepted unless stated in the special conditions of this ITB.
2. **Bidder's Responsibility:** It is the responsibility of the Bidder to obtain all pages of the ITB package and all attachments thereto, together with any addenda to the ITB package that may be issued prior to the ITB due date. Bidder(s) are required, before submitting their bid, to obtain and carefully examine the ITB specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
3. **Bid Opening:** Bid openings shall be public at the date and time stated in the ITB unless otherwise indicated.
4. **Bids Received Late:** It is the Bidder(s) responsibility to assure that the bid is uploaded in VendorLink prior to the opening date and time specified. Any bid received after the opening date and time will be rejected regardless of the circumstances.
5. **Special Conditions:** If a conflict exists between the general conditions and the detailed specifications, then the term or condition that is more stringent and/or specific shall govern and apply.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, 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 of real property to a public entity, may not be awarded or perform work as a Vendor, supplier, subcontractor, or Vendor 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, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list. Bidder(s) shall complete and submit with their Bid the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Statement provided herein. Failure to submit a properly completed and notarized form shall be cause for submittal to be judged non-responsive.
7. **Specification/Variations:** For purpose of evaluation, the Bidder shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the bid, it shall be assumed that the offered product or service fully complies with the specifications, terms and conditions herein.
 - a) Any purchasing agreements and state term contracts available under s.287.056 of the Department of Management. Services for this non-academic commodity and contracted services have been reviewed for the subject of this solicitation. //BJC// Buyer's Initials
8. **Requests for Clarifications:** Any and all questions regarding this ITB, whether technical, procedural, or otherwise, must be submitted in writing to the attention of the Purchasing Agent designated herein, seven (7) business days prior to the ITB due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the ITB documents. No correction or clarification of any ambiguity, inconsistency or error in the ITB terms, conditions or specifications will be made to any Bidder orally. Only the interpretation or correction so given by the Purchasing Agent, in writing, shall be binding. Bidder(s) are advised that no other source is authorized to give information concerning, explaining, or interpreting the ITB documents. If a Bidder should be of the opinion that the meaning of any part of the bid specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Purchasing Agent in writing no more than three (3) days after the receipt of the documents.
9. **Processing Time:** It is understood that the normal bid processing time shall be 90 days after the opening date of this ITB, and that prices reflected by the bid will be firm through the bid processing time and the delivery of the items awarded.
10. **Original and Renewal Term:** The award resulting from this ITB shall be in effect for the term defined in the detailed specifications commencing upon District approval or until new bids are taken and awarded. The award resulting from this ITB (or any portion thereof) has the option of being renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District. The Bidder agrees to these conditions by signing its bid.
11. **Lobbying:** Bidder(s) are hereby advised that they are **not** to lobby with any District Personnel or Board Members regarding this ITB. All inquiries must be written and directed to the Department of Purchasing Services.
 - a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a Board Member or District personnel on the award of this contract. Lobbying by any Bidder or any individual on behalf of a Bidder will result in rejection/disqualification of said bid.

- b) Violation of this provision regarding lobbying may also result in disqualification of the Bidder from participation in competitive solicitations with The District for the duration of the document contract period or for some other term, at the recommendation of the Director of Purchasing and as acted upon by the Superintendent and the School Board, as appropriate.
12. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating bids and making awards. Cash discount terms, if offered in the bid, must be clearly indicated on each invoice.
13. **Brands: If specified,** Bidder(s) shall indicate, for each item bid, the name and model of the brand being bid. Use of brand names, trade names, make, and model, manufacturer, or Vendor catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not The District's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is bid, it is the Bidder's responsibility to submit, with the bid, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Bids received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The District shall be the sole judge concerning the merits of bids submitted. Once an item is awarded from this bid to a Bidder, no substitution of brands shall be permitted. If a Bidder does not indicate what he is offering in the proper blank and if the Bidder is successful in being awarded the item(s) then the Bidder shall be obligated to furnish the item(s) specified by The District.
14. **Warranty/Guarantee:** All materials and/or services furnished under this bid shall be warranted by the Vendor, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Vendor must repair and/or replace the unit without cost to The District with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Vendor shall make any such repairs and/or replacements immediately upon receiving notice from The District.
15. **Notification of Award/Purchase Orders:** Upon Board approval to award a contract, participating Bidder(s), successful and unsuccessful, shall be notified of the award configuration in writing by the Purchasing Department. Bidder(s) who are awarded a contract resulting from this ITB are cautioned not to provide goods or services to any District site or to any District employee prior to receiving purchase orders issued by the District's Purchasing Department. Notification of Award is not to be construed as authorization to provide goods or services.
16. **Contract Documents:** The submission of a bid constitutes an offer by the Bidder. Upon Board approval the Purchasing Department will issue a letter of award. The District does not anticipate issuing a specific contract document for this award, however the District does reserve the right to request the Bidder enter into a separate contract if determined to be in the best interest of the District. If a specific contract document is not requested, this ITB, any addenda to this ITB, the submitted bid, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful bidder and the District. If a specific contract document is requested by the District, it shall be included with the above-mentioned items as part of the contract agreement. Each bid is received with the understanding that an acceptance in writing by The District of the offer to furnish any or all of the services and materials described shall constitute a contract between the Bidder and The District. This contract shall bind the Bidder to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted bid. It is agreed that the Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of The District and any sureties.
17. **General Information about the District:** The District and its School Board of Volusia County were created pursuant to Section 4, Article IX of the Constitution of the State of Florida. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1001, Florida Statutes.
- a) The School Board consists of five elected officials responsible for the adoption of policies, which govern the operation of District public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the Board by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
- b) The School District of Volusia County serves the entire area of the county. The District's enrollment is approximately 62,800 K-12 students. With approximately 7,500 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees), the School District is one of the largest employer in Volusia County.
18. **Price Adjustments:** The District may, in its sole discretion, make an equitable adjustment in the contract terms and/or pricing if pricing or availability of supply and/or service are affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all of the following criteria:
- a) The volatility is due to causes wholly beyond the Vendor's control
- b) The volatility affects the marketplace or industry, not just the particular Vendor's source of supply
- c) The effect on pricing or availability of supply is substantial
- d) The volatility so affects the Vendor that continued performance of the contract would result in substantial loss or financial hardship.
- The determination as to whether a situation represents "extreme" volatility of the marketplace and/or whether the effect on pricing or availability is "substantial" shall be solely at the discretion of the District. Requests for adjustments must be made to the Director of Purchasing within twenty-four hours after receipt of an order from the District for the affected product and will not be considered more than once in a 120-day period. For contracts with an initial award period exceeding one (1) year, prices shall remain firm for the first year.
19. **Substitutions:** Should a particular product become unavailable after award due to discontinuance by manufacturer, extreme market demand or inability of manufacturer to produce the product for a certain period of time, or quality or compatibility as solely determined by the District, Vendor may offer a substitute product to the District. The Vendor shall provide specifications for the offered substitute product, or if requested by the District, a sample of the offered substitute. Vendor will also provide documentation as to the unavailability of the original awarded product to the District for its review. Such a substitute will only be considered if the District has a continued need for the product within a specified time frame where the original awarded product will be unavailable. Whether a substitute is necessary and whether the offered substitute is acceptable are solely within the discretion of the District.

20. Vendor Performance: The Vendor shall provide competent, suitable, qualified personnel to perform any project required by the ITB. The Vendor shall at all times maintain good discipline and order while on District property. Vendor employees and subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.

- a) The Vendor shall furnish all equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.
- b) The Vendor shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. District identification badges shall be worn and clearly visible while on any District property.
- c) The Vendor's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Vendors employees shall refrain from using foul, abusive, or profane language on District property.
- d) Upon arrival and departure onto any District school campus, the Vendor's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Vendor's personnel shall be aware that all District sites are smoke free areas. The use of tobacco products is prohibited on any property owned by The District. Vendor's personnel shall be aware that it is illegal to have in one's possession any illegal drug or alcoholic beverage while on District property.
- f) Vendor shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of District property without District's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon District property and are strictly prohibited from using any District telephones or other office equipment.
- h) All employees shall enter and leave District facilities only through the ingress and egress points designated, from time to time, by The District.
- i) The Vendor shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Vendor.
- j) The Vendor shall be responsible for all damages caused by the Vendor and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The District may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property.
- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Vendor from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Vendor to condition at least equal to that existing at the time of Vendor's commencement of any project.
- l) Vendor acknowledges that work may be performed at a particular project site where The District simultaneously is conducting and continuing its operations upon the same site. In such event, Vendor

shall coordinate its work so as to cause no unreasonable interference with or disruption to The District's operations. The District may perform other work related to any particular project at the site by The District's own forces, have other work performed by utility owners or let other direct contracts.

- m) If during the performance of any project, Vendor or any subcontractor, sub-subcontractor, agent, employee or anyone else for whom Vendor is legally liable, causes a disruption to any Utilities service to other facilities or customers within a project area, Vendor shall take all actions necessary and required to immediately restore such Utilities service. If Vendor fails to take such immediate actions The District shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by The District as a result thereof shall be reimbursed to The District by Vendor within five (5) business days of written demand for same from The District.
- n) Vendor is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Vendor's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Vendor shall develop and implement, in accordance with the requirements of the contract documents (including any District rules or regulations), a safety plan for any project, as required. Vendor shall comply with all applicable codes, laws, ordinances, rules and regulations of The District and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Vendor observes that the Contract Documents are at variance therewith, it shall promptly notify The District in writing.
- o) When requested, Vendor shall cooperate with any ongoing District investigation involving personal injury, economic loss or damage to The District's facilities or personal property therein.
- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Vendor shall be responsible for instructing their employees in all safety measures. All equipment used by the Vendor shall be free from defects or wear that may in any way constitute a hazard to any person or persons on District property. At no time shall equipment be operated without guards, shields, or other manufactures recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - I. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - II. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - III. The Vendor shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - IV. All incidents on campus involving District property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

- 21. Inspection, Identification and Acceptance:** Vendors shall be responsible for delivery of items in new condition meeting specification at point of destination. Vendors shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to The District is found to be defective or does not conform to specifications, The District reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
- 22. Bid Bonds and Performance Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful bidder(s). After acceptance of a bid, the District will notify the successful bidder to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
- 23. Worker's Compensation:** Vendors shall obtain and maintain during the life of the contract Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Vendor shall require subcontractors similarly to provide Workers' Compensation Insurance.
- 24. Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this ITB are violated by the Vendor, the Superintendent or designee will give written notice to the Vendor stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the District for immediate cancellation. Upon cancellation, hereunder the District may pursue any and all legal remedies as provided herein and by law. The District reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the Vendor that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Bidder from consideration on other District contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Purchasing.
- a) Default/Cause:** In the event that the awarded Bidder should breach this contract, the District and the School Board reserve the right to seek all remedies in law and/or in equity.
- 25. Liability:** Where Vendors are required to enter or go onto District property to deliver materials, perform work or provide services as a result of a bid award, the Bidder assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the District's insurance requirements.
- 26. Indemnity:** This General Condition of the ITB is NOT subject to negotiation and any bid that fails to accept these conditions will be rejected as "non-responsive", unless Vendor is entitled to sovereign immunity by action of the Florida Legislature. The District agrees to be fully responsible for its acts of negligence, or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by the District. Nothing herein shall be construed as consent by the District to be sued by third parties in any matter arising out of any contract. Vendor shall hold harmless and defend the District and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the District by an employee of the named Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Vendor's limit of, or lack of, sufficient insurance protection.
- 27. Taxes:** The District is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622388C-5, and Federal Tax Identification is No. 59-6000884.
- 28. Occupational Safety Hazards Act Requirements:** The Bidder certifies that all material, equipment, etc., contained in the Bid meets all Occupational Safety Hazards Act (OSHA) requirements. The Bidder further certifies that if he or she is the successful bidder and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Bidder.
- 29. Drug Free Workplace/Identical Tie Bids:** Whenever two or more bids, which are equal with respect to price, quality and service, are received for the Purchasing 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. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087.
- 30. Ethics:** All awarded bidder(s) shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, and rules promulgated by the Florida Commission of Ethics.
- 31. Confidentiality:** Bidder(s) shall be aware that all submittals provided with a bid are subject to public disclosure and will **not** be afforded confidentiality with the exception of "sealed" financial statements.
- 32. Use of Other Contracts:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school Districts, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received, or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately bid any single order to purchase any item on this bid if it is in its best interest to do so.
- 33. Authority to Piggyback:** The School District of Volusia County is a member of the Bay Area Cooperative Purchasing Consortium. Upon award of this solicitation, if mutually agreed upon between the successful bidder(s) and governmental entity, submission of any bid in response to this request constitutes a bid made under the same conditions, for the same pricing, and for the same effective period as this ITB, to any other governmental entity.
- 34. Invoicing:** Orders shall be processed, or work performed only upon receipt of authorized purchase orders issued by the District. The Vendor will provide **two copies of the original invoice to The School District of Volusia County, Financial Accounting Department, located at 200 North Clara Ave, DeLand, FL 32721.**
- a)** All invoices shall include purchase order number, date and location of delivery or services, and confirmation of acceptance by the appropriate District representative. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legibly written, signed and dated.
- 35. Liquidated Damages Recovery:** Vendor agrees to the use of Liquidated Damages Recovery in the event the Vendor fails to perform in accordance with contract provisions. On any occasion where the

Vendor fails to perform or defaults on the contract, or any material provision thereof, the District may procure the necessary supplies/services from other sources and hold the Vendor financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Vendor.

36. **Contact Information:** The Vendor shall appoint a person or persons to act as a primary contact with the District. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The District shall appoint a person or persons to act as the District Representative. The Vendor shall have access to the site after school hours, on weekends, and during school hours at the discretion of District Representative. All scheduling shall be coordinated with the District Representative.
37. **Protest:** Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes and District Policy 702, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes, and failure to follow any other requirements in the bid protest procedures established by the School District of Volusia County, Florida shall constitute a waiver of all protest rights.
38. **Public Records Compliance:** In addition to other contract requirements provided by law, the Contractor must comply with Florida public records laws, including but not limited to chapter 119, Florida Statutes and section 24 of article I of the Constitution of Florida, and specifically agrees to:
- Keep and maintain public records required by the school district to perform the services;
 - Upon request from the school district's custodian of public records, provide the schools districts 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 this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the school district; and
 - Upon completion of the contract, transfer, at no cost, to the school district all public records in possession of the contractor or keep and maintain public records required by the school district to perform the service. If the contractor transfers all public records to the school district 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 school district, upon request from the school district's custodian of public records, in a format that is compatible with the information technology systems of the school district.

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 AT:

CUSTODIAN OF PUBLIC RECORDS
(386)-734-7190 Ext. 20110 or 20138
publicrecordsrequest@volusia.k12.fl.us
200 N. Clara Ave., Deland, FL 32720

Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this agreement and the School District of Volusia County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney's fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

39. **Vendor Background Screening Requirements:** Vendor will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Vendor and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to The District in advance of the Vendor providing any services on campus while students are present. The Vendor will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Vendor and its employees. Vendor will provide The District a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Vendor will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Vendor agrees that in the event the Vendor or any employee who the Vendor has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Vendor will notify The District within 48 hours of such.
- The parties agree that in the event that Vendor fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling The District to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Vendor agrees to indemnify and hold harmless The District, its officers and employees from any liability in the form of physical injury, death, or property damage resulting from Vendor's failure to comply with the requirements of this paragraph of the Florida Statutes.
 - Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Districts in Florida. Vendor and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Vendors and their employees who have been fingerprinted in one of the School Districts should have the ability to notify other School Districts Human Resources Department of their fingerprinting status by providing the name of the School District in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Vendors to be fingerprinted in every District in which they provide services.
 - Vendor must provide a list of employees that will participate in this contract for fingerprinting appointments to the District's Office of Professional Standards. Any costs associated with obtaining District badges through the Department of Professional Standards shall be the sole responsibility of the Vendor.
40. **Vendor Process for Fingerprinting:** Upon award, Vendor is required to comply with the requirements of Florida Statutes, Section 1012.465. Vendors who will never be present on a school district campus are not required to be fingerprinted.

- 41. Confidential, Proprietary, or Trade Secret Material:** If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Bidder must also simultaneously provide the School Board with a separate redacted copy of its response. The redacted copy shall contain the School Board's solicitation name, number, and the name of Bidder on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the School Board at the same time Bidder submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Bidder shall protect, defend and indemnify the School Board for any and all the claims from or relating to Bidder(s) determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
 - If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by Bidder in response to a public records request for these records.
- 42. Confidentiality of Student Records:** Contractor(s) understand and agree that it is subject to all federal and state laws and the School Board rules relating to the confidentiality of student information. The Contractor(s) further agree to comply with the Family Educational Rights and Privacy Act ("FERPA") 34 C.F.R. 99. The Contractor(s) shall regard all student information as confidential and will not disclose the student information to any third party.
- 43. Florida Preference:** Pursuant to Section 287.084, Florida Statutes, effective July 2012, the Board shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Bidder(s) having a principal place of business outside the State of Florida. Responding Bidder(s) must complete and submit with their bid response the attached Bidder's Statement of Principal Place of Business form, attached at the end of this document. **Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation.** For additional information regarding this statute, Bidder(s) may refer to: <http://www.leg.state.fl.us/Statutes/index.cfm>.
- 44. Florida Sunshine Law:** In order for the District to be in compliance with Florida Statute Chapter 286.0113, any questions pertaining to a competitive solicitation must be submitted in writing (i.e., U.S. mail services or a third-party mail services company, fax, email).
- 45. Illegal Alien Labor:** CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor is in compliance with the terms stated within. The General Contractor nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors. All cost incurred to initiate and sustain the aforementioned programs shall be included in contract price. Failure to meet this requirement may result in contract termination by the District.
- 46. Fair Labor Standards Act:** No contractor or subcontractor holding a service contract with the District for any dollar amount shall pay any of its employees working on the contract less than the minimum wage specified in section 6(a)(1) of the Fair Labor Standards Act 29 U.S.C. 206. Failure to meet this requirement may result in contract termination by the District.
- 47. Disputes:** In case of any doubt or differences of opinion as to the items to be furnished hereunder, the decision of the District Purchasing Department shall be final and binding on both parties.
- 48. Governing Law/Jurisdiction:** The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida. Venue of any court action shall be in Volusia County, Florida. If in the event a suit is brought for the enforcement of any term of the contract(s).
- 49. Non-Appropriation:** The vendor understands and agrees any and every contract is subject to the availability of funds to the District to purchase the specified products/services. As used herein, a "non-appropriation" shall be defined as an occurrence wherein the District, in any fiscal period, does not allocate funds in its budget for the purchase of the specified products/services or other amounts owed pursuant to any Contract, from the source of funding which the District anticipates using to pay its obligations hereunder, and the District has no other funds, from sources other than taxes, which it deems to be available to pay its obligations under Contract. The District may terminate a contract, with no further liability to the vendor, effective the first day of a fiscal period provided that:
- a non-appropriation has occurred, and,
 - The District has provided the vendor with written notice of termination not less than fifteen (15) days before the proposed termination date.
 - Upon the occurrence of such non-appropriation the District shall not be obligated for payment for any fiscal period for which funds have not been appropriated.
- 50. State Registration Requirements:** Any corporation submitting a bid/bid in response to this Solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a response to this Solicitation shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, (800) 755-5111 (<http://www.dos.state.fl.us>).
- 51. Jessica Lunsford Act – House Bill 1877:** The state of Florida has passed a law stating that ALL Vendors visiting a school campus shall be in compliance with Florida House Bill 1877; the Jessica Lunsford Act, effective September 1, 2005, amended July 2007. The requirements of this Act can be viewed on the District's web site, www.volusia.k12.fl.us.
- 52. Assignment:** The Contractor(s) obligations under resulting contract may not be assigned or transferred to any other entity without prior written consent of the Contract Administrator.
- 53. Possession of Firearms:** Possession of firearms will not be tolerated on District property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may

possess or bring a firearm on District property in any manner or on any occasion. Violation of this provision by the contractor, or failure of contractor to enforce this provision with its personnel, shall constitute a material breach of the Contract.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS

Definitions:

Addendum: A written change to a Solicitation prior to the time for receipt of bids or bids.

Acquisition: The process of obtaining supplies, services, or construction through purchase, lease, or grants. The process includes the establishment of needs, description of requirements, selection of method of procurement, selection of sources, solicitation of offers, award of contract, financing, and contract administration.

Awarded Contractor /Awardee: Board approved Bidder(s) for this ITB.

Bid, Offer, Submittal, Bid or Response: Shall refer to any bid, offer, bid, or response submitted in regard to this solicitation that if accepted would bind the Offeror to perform the resultant contract.

Board: Volusia County School Board; also known as District or BOARD

Conflict of Interest: An actual or potential situation in which the personal interests of a Vendor, employee or public official, are, or appear to be, in conflict with the best interests of the Board.

Consideration: The cause, motive, price or compelling influence that leads a party to enter a contract. A binding contract requires an offer, acceptance of the offer, and consideration.

Contract: An agreement, enforceable by law, between two or more competent parties, to provide goods and/or perform services as set forth in this solicitation.

- **Purchase of Goods** - The contract will be comprised of the solicitation document signed by the vendor with any addenda and other attachments specifically incorporated and a District purchase order.
- **Performance of Services** – The contract will be comprised of the Agreement between the District and the vendor, the solicitation document, any addenda, and other attachments incorporated into the agreement.

Contractor: The party/legal entity to whom an award has been made.

District: All buildings, grounds, facilities, and any other indoor or outdoor areas owned and/or operated by the BOARD.

Firm: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes vendor, contractor, respondent, etc.

Interested Party: The terms professional, contractor, vendor, firm, company, offeror, respondent etc., is used interchangeably in this document. Each reference when used refers to any entity that is participating in this solicitation. An actual or prospective offeror whose direct economic interest could be affected by the award of a contract or by the failure to award a contract.

Modification: A written change to the terms of a contract.

Offeror: Anyone submitting a response; Also referred to as Bidder, Respondent, Submitter, or Bidder.

Bid: The information submitted by a firm in response to this ITB.

Bidder: Representatives of the vendor submitting a bid.

Lobbying: Any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the decision of a Board Member or District personnel after advertisement and prior to the award of a bid or contract.

Request for Bids (ITB)/Request for Qualifications (RFQ): A solicitation document used in other-than-sealed-bid procurements. ITB's and RFQ's are used in negotiated procurements to communicate District requirements to prospective contractors and to solicit bids /qualification statements from them. Used where Qualifications are considered equal to; or greater than price.

Responsible: Refers to a vendor that has the capacity and capability to perform the work required under a Solicitation and is otherwise eligible for award.

Responsive: Refers to a Respondent that has taken no exception or deviation from the terms, conditions, and specifications set forth in this ITB. Their bid, offer, bid or response conforms to the instructions and format specified in the solicitation document.

Solicitation: The written document, sent to prospective contractors, detailing the solicitation requirements and requesting bids, bids or submittals from interested parties.

Superintendent: The Superintendent of Schools of the District or designee.

Vendor: A general reference to any entity responding to this solicitation or performing under any resulting contract, also includes contractor, firm, offeror, bidder, respondent, etc.

2 C.F.R. § 200.326. & 2 C.F.R. PART 200, APPENDIX II

Federal Provisions/Clauses apply to all VCSB contracts using Federal funds as a source for the solicitation of goods and/or services. Respondents shall not take exception to any part of these regulations. Doing so shall result in rejection of their response. Contract awardee(s) must comply with the following Federal requirements:

1. **Prohibitions of Gratuities:** By submission of a bid, a vendor certifies that no employee of Volusia County School District has or shall benefit financially or materially from such bid or subsequent contract. Any contract issued as a result of this ITB may be terminated at such time as it is determined that gratuities of any kind were either offered or received by any of the aforementioned persons.
2. **Civil Rights:** The VENDOR shall comply with the Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of 1973; Age Discrimination Act of 1975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, *Civil Rights Compliance and Enforcement—Nutrition Programs and Activities*, and any additions or amendments.
3. **Minority and Women-Owned Businesses Enterprise: Regulation 2 CFR 200.321** When feasible, Volusia County School District will take all necessary affirmative steps to ensure that small businesses, minority-owned businesses and women's business enterprises are used whenever possible:
 - Affirmative steps shall include the following: Include qualified small businesses, minority-owned businesses and women's business enterprises on solicitation lists.
 - Assuring those small businesses, minority-owned businesses and women's businesses are solicited whenever they are potential sources.
 - When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small businesses, minority-owned businesses and women's business participation.
 - Where the requirement permits, establishing delivery schedules which will encourage participation by small businesses, minority-owned businesses and women's businesses.
 - Using the services and assistance of the Small Business Administration and the Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned businesses and women's business enterprises.
4. **Equal Employment Opportunity (41 CFR Part 60):** All Vendors and Contractors must comply with mandatory standards and policies relating to Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractors' commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigating to ascertain compliance with such rules, regulations, and orders. (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."
5. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145):** All Vendors and Contractors must comply with mandatory standards and policies relating to the provision for compliance as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
6. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Davis-Bacon Act. When required by Federal program legislation, all prime construction contracts in excess of \$2,000

awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** All Vendors and Contractors must comply with mandatory standards and policies relating to the Contract Work Hours and Safety Standards Act. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- a) 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.
- b) 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 (a) 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 (a) of this section.
- c) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) 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 (b) of this section.

- d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) 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 (a) through (d) of this section."
8. **Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387):** All Vendors and Contractors must comply with mandatory standards and policies relating to as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
9. **Energy Policy and Conservation Act (42 U.S.C. 6201):** Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).
10. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** All Vendors and Contractors must comply with mandatory standards and policies relating to Contractors that apply or propose for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
11. **Rights to Inventions Made Under a Contract or Agreement. (37 CFR §401.2 (a)) :** All Vendors and Contractors must comply with mandatory standards and policies relating to if the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
12. **Procurement of recovered materials (See §200.322):** All Vendors and Contractors must comply with mandatory standards and policies relating to section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the

preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

13. **Debarment and Suspension (Executive Orders 12549 and 12689):** All Vendors and Contractors must comply with mandatory standards and policies relating to a contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
14. **Procurement of Recovered Materials:** "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired— (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."
15. **Changes/Modifications:** (a) The Purchasing Department may, in writing, order changes in the drawings and specifications within the general scope of the contract. (b) The Contractor shall promptly notify the Purchasing Department, in writing, of subsurface or latent physical conditions differing materially from those indicated in this contract or unknown unusual physical conditions at the site before proceeding with the work. (c) If changes under paragraph (a) or conditions under paragraph (b) increase or decrease the cost of, or time required for performing the work, the Purchasing Department shall make an equitable adjustment upon submittal of a "adjustment letter" by the Contractor before final payment under the contract.
16. **Access to Records:** (1) The contractor agrees to provide the VCSB, the agency Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. (3) The contractor agrees to provide the grant Administrator or the authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."
17. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific agency pre- approval.
18. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that agency financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, agency policies, procedures, and directives.
19. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
20. **Program Fraud and False or Fraudulent Statements or Related Acts:** By submitting a bid in response to this solicitation, the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

21. **Access by the Grantee, Sub-Grantee, Federal Grantor Agency and Comptroller General:** The Contractor shall allow access by the grantee, sub-grantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
22. **Americans with Disabilities Act of 1990 (ADA):** The Contractor shall ensure compliance with all requirements imposed by ADA, and regulations of the federal government issued there under.
23. **Convict Labor:** Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.
24. **Copyrights:** The Grantee is free to copyright original work developed in the course of or under the agreement. The agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of agency financial support, by grant number, and a statement that the publication does not constitute an endorsement by agency or reflect agency views.
25. **Disadvantaged Business Enterprises (DBE) Contractors:** The contractor agrees to ensure that Disadvantaged Business Enterprises as defined in 49 C.F.R., Part 23, as amended, have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, contractor shall take all necessary and reasonable steps in accordance with 49 C.F.R., Part 23, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of federal assisted contracts.
26. **Reporting:** Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally-owned property report. **Reports Acceptance:** The agency shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and agency's records, and close out the grant in writing.
27. **Retention of ALL Records:** The Contractor is required to retain all records for seven (7) years after grantees or sub-grantees make final payments and all other pending matters are closed. Proposer agrees to allow access by the VCSB, any relevant Federal Agency, or the Comptroller General of the United States to any records, documents books or papers for the purpose of audit, examination, excerpts or transcription.

SECTION 1 – ADDITIONAL CONDITIONS

- 1. Intent:** The intent of this solicitation is to select multiple Bidder(s) to provide firm fixed percentage discount(s) for Playgrounds and Related Equipment including but not limited to the design, purchase, and installation of complete playground sets/structures, site prepping, outdoor furniture (e.g. benches, picnic tables, trash receptacles, etc.), and all other related equipment and accessories on an as-needed basis for the School Board of Volusia County, (hereinafter referred to as the "District").
- 2. Solicitation Time:**

SOLICITATION PERIOD – ITB MTS-906BC	
October 23, 2018	Public Release
October 30, 2018 at 5:00 PM	Deadline for Questions
November 2, 2018	Last Day for Addendums
EVALUATION PERIOD	
November 9, 2018 @ 2:00 PM	Opening date and time
November 2018	Bid Evaluation
November 2018	Notice of Intended Decision is posted publicly on VendorLink
BOARD APPROVAL PERIOD	
January 2019	Board Approval
GENERAL PERFORMANCE TIME LINE	
February 1, 2019	Performance Period Begins

Note: Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Bidders. Response to inquiries regarding the status of a bid will not be made prior to the posting of award recommendation.

- 3. Questions and Bid Submittal:** Please submit and refer bid specification questions to:

Brian Clem, CPPB
Purchasing Department Supervisor
The School Board of Volusia County
3750 Olson Drive
Facilities Services Building
Daytona Beach, Florida 32124
Email: BJClem@volusia.k12.fl.us
Phone: (386) 947-8786, ext. 50853
Fax: (386) 506-5056

3.1 The District will post answers to questions posed by prospective Vendors and/or general information concerning this Invitation to Bid in the form of an addendum to the Invitation to Bid on the Internet at <https://www.myvendorlink.com/common/default.aspx>. **Information provided verbally to any Vendor shall NOT be considered as an official answer. Vendors must comply with information provided in written addenda only, and not verbal conversations.** Invitation to bid information can be accessed at the website by searching for bid number MTS-906BC. **It is the responsibility of the prospective Vendor to check the website for any addenda issued for this Invitation to Bid.** The District reserves the right to disqualify any prospective Vendor who contacts a District employee, or agent concerning this Invitation to Bid, other than in accordance with this Section.

4. Electronic Submittal/Delivery of Solicitation Response: Bidder(s) shall prepare bids in accordance with the requirements of these instructions to Bidder(s). Bid submission not prepared in accordance with published instructions, will be considered non-responsive/non-responsible and may be rejected.

4.1 Bid submission will be received through the VendorLink system for goods, equipment, materials, and related services set forth in the included specifications and documents. "No bid" submitted may be withdrawn after the scheduled closing time for the ITB for a period of 120 days. If you are having system errors when uploading the Bid Submittal in VendorLink, bid hardcopies and an electronic copy provided on a flash drive (with all applicable original "wet" signatures) will be accepted at the address listed in Section 1, Paragraph 3 (include ITB Label (**pg. 34**) on outside of package); however, the full submittals must be submitted by the opening date; October 9, 2018 @ 2:00 PM with no exceptions. **NOTE: Facsimile (FAX) and email bid submittals will NOT be accepted.**

4.1.1 All Bidders are reminded that it is the sole responsibility of the Bidder to ensure that their bid is received by the Volusia County Procurement Department on or before the time and date due for bids to be considered. Bids received after the date and hour specified will NOT be considered. Late Bids will be rejected.

4.2 To ensure correct bid formatting, Bidder(s) shall:

- a) Submit all bids, response pages & supplemental documents electronically through VendorLink (exception listed in paragraph 4.1 above).
- b) Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); Compressed File (ZIP) formats.
- c) Enable printing on files submitted.
- d) Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.
- e) Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission. Note: Bidders are strongly encouraged to be proactive with their responses, should technical difficulties arise.
- f) Follow all instructions outlined in this ITB and provide all requested information.

4.3 Signatures: An authorized representative of each bidder shall:

- a) Sign or e-sign the bid, give their full name and title, and provide the bidder's business name and address.
- b) Enter the organization's exact legal name on the bid.
- c) Sign or e-sign compliance forms, if applicable

4.4 Withdrawal/Alter: Bidder(s) may withdraw, alter, and resubmit their bids through VendorLink at any time prior to the bid due date and time. Bids may not be withdrawn, altered, or resubmitted after the bid due date and time. The District may request clarifications and additional information after bid submission.

5. Award: The award may be made to multiple responsive/responsible Vendors who offer fixed percentage discount(s), and comply with all specifications, terms and conditions of this solicitation.

5.1 The District has the sole discretion and reserves the right to cancel this Bid, to reject any and all bids, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the District to do so.

NOTE: The resulting contract will remain open to add new vendors during the contract period. If during the contract period a vendor submits all necessary bid documents, offers a percentage discount and complies with all specifications, terms and conditions of the contract, the vendor's request to be added as an awarded vendor will be taken into consideration for Board review/approval. The effective dates of the new vendor will be from the day after Board approval until the final contract expiration date.

6. Term of Contract: The contract term shall be for an initial three (3) year period effective immediately after board approval **thru January 31, 2022**, during which time the successful Bidder(s) shall guarantee firm fixed percentages awarded for the term of the contract as specified herein.

7. Renewal: The District reserves the right to renew/negotiate any or all percentages, terms, conditions and specifications of the contract for up to three (3) additional one-year periods upon mutual agreement by both the District and awarded Bidder(s). Renewals must be submitted in writing with the signature of the awarded Bidder(s) Authorized Representative(s). The District, through its Purchasing Department, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by The District.

8. Percentage Discounts: All Bidder(s) shall use the attached "Exhibit A, Bidder's Response Sheet" to input their fixed percentage discounts allowed to the tenths digit (7.8%, 12.5%, 17.0%, etc.) off the Bidder's product catalog pricing. Bidder's must base their percentage discount from the unaltered list price as originally published. Discounts or pricing from other sources will not be acceptable. Percentage discount offered can be increased but cannot be decreased without prior acceptance from the District Purchasing Department. Bids must offer a discount in order to compete. **NOTE: Bidder's must submit a fixed percentage discount of at least 1.0% or higher to be considered for award.**

9. Incurred Expenses: This ITB does not commit the District to award an Agreement, nor shall the District be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the submittal called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of an Agreement.

10. Waiver of Claims: Once this Agreement expires, or final payment has been requested and made, the awarded Vendor shall have no more than thirty (30) calendar days to present or file any claims against the District concerning this Agreement. After that period, the District will consider the Vendor to have waived any right to claims against the District concerning this Agreement.

11. Sign-In, Sign-Out: If and when performing services at District facilities and schools, it will be the responsibility of the awarded Bidder(s) to have their Representative sign in and sign out upon arrival and departure with the appropriate District personnel (i.e., Principal or Principal's designated representative). Awarded Bidder(s) and their employees are

required to wear/display an identification card, photo badge or type of clothing that clearly identifies both the awarded Vendor's and their employee's name at all times while on District property.

12. **Limitation on Vendor Contact:** Solely with regard to a released solicitation, no vendor or their representative shall contact or lobby District personnel or School Board members, prior to a posted award recommendation. All questions are to be directed to the identified Purchasing Department Buyer, unless otherwise stated in the special conditions of the solicitation. Violation of this policy may result in the rejection/disqualification of bidder's response per School Board Fiscal Management Policy 702.
13. **Assignment:** The Bidder(s) obligations under resulting contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the Contract Administrator.
 - 13.1 The bidder(s) will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the District. All reports and other documents resulting from the ensuing Contract will remain the sole property of the District.
14. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract so long as the material purposes of the contract can be determined and effectuated. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and the contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
15. **Force Majeure:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay;

 - 15.1 Could not have been prevented by reasonable precaution;
 - 15.2 Cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
 - 15.3 If, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.
 - 15.4 An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.
 - 15.5 Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the successful Vendor from performing its obligations for more than fifteen (15)

days, the District shall have the right to terminate the contract by written notice to the successful Vendor.

- 15.6 Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the successful Vendor shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the successful Vendor of any obligation it may have regarding disaster recovery, whether under the contract or at law.
16. **Insurance:** Awarded vendor shall name **The School Board of Volusia County, 200 N. Clara Ave, DeLand, FL, 32720 as an additional Certificate Holder on vendor's policy.** Responding Vendors shall provide this information with their bid. Vendor shall maintain the following insurance for the life of the bid contract as follows:
- 16.1 **Worker's Compensation Insurance:** The Vendor shall maintain Worker's Compensation and Employer's Liability Insurance in accordance to Florida's statutory limits.
- 16.2 **Commercial General Liability:** The Vendor shall maintain Commercial General Liability Insurance at a minimum of \$2,000,000.00.
- 16.3 **Commercial Automotive Liability Insurance:** The Vendor shall maintain Commercial Automobile Liability Insurance, including but not limited to bodily injury and property damage, combined single limit, including any automobiles, hired and non-owned, at a minimum of \$2,000,000.00.
- 16.4 **Professional Liability:** The Vendor shall maintain Professional Liability Insurance at a minimum of \$1,000,000.00.
- 16.5 The insurance carrier shall notify the District at least thirty (30) days prior to canceling any of the specified coverage. Upon written request by the District, the insurance carrier shall provide a copy of each policy. Awarded Vendor shall provide a copy of their Certificate of Insurance within seven (7) business days after notification of recommended award.
17. **Drug-Free Workplace:** All of our schools are smoke free. In accordance with the District's "Drug-Free Work Place General Policy" employees shall not possess or be under the influence of tobacco products, alcohol, drugs or any illegal substances while on District property. The use of tobacco products is also prohibited while on District property. Vendors will be required to assure that assigned personnel work in a drug-free environment and will conduct themselves in a manner that does not violate the District's standards for employment. Responding Vendors shall provide this information with their bid.
18. **References:** Vendors shall furnish current references from three (3) commercial customers for same or similar products and services specified in this bid. The form shall contain sufficient and specific information which directly responds to the request. Responding Vendors shall provide this information with their bid.
19. **Debarment:** All bids shall be accompanied by a completed Certificate regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion form. Responding Vendors shall provide this information with their bid.
20. **Certification Regarding Lobbying:** All bids shall be accompanied by a completed Anti-Lobbying form. Responding Vendors shall provide this information with their bid.
21. **Public Entity Crimes:** Bidders shall complete the required sworn statement under section 287.133(3), (A), Florida Statutes, Public Entity Crimes. Form shall be signed and notarized.

22. **Non-Conflict of Interest:** All Bidders review and complete all necessary forms for authentication of bid, and the District's policy statement of non-collusion and non-conflict of interest.
23. **Principal Place of Business:** Bidder shall complete the form with all required information and all signatures as specified.
24. **Addenda Acknowledgement:** All Bidders shall complete the form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for your bid to be considered.
25. **Florida Preference:** Pursuant to Section 287.084, Florida Statutes, effective July 2012, the District shall make appropriate adjustments to pricing of responses, as required, when bids have been submitted by Vendors having a principal place of business outside the State of Florida. Responding Vendors must complete and submit with their bid response the attached Bidder's Statement of Principal Place of Business form, attached at the end of this document. **Failure to comply shall be considered non-responsive to the terms and conditions of this solicitation.** For additional information regarding this statute, Vendors may refer to: <http://www.leg.state.fl.us/Statutes/index.cfm>.
26. **Florida Department of State, Division of Corporations Registration Requirements:** Bidder(s) who are required to be registered with the Florida Department of State, Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number, and a screen shot of their "active" status. All registered bidder(s) must have an active status in order to be eligible to do business with the School Board. Bidder(s) doing business under a fictitious name, on Page 1, must submit their offer using the company's complete registered legal name; example: ABC, Inc. d/b/a XYZ Company. To register with the State of Florida, visit: www.Sunbiz.org.
27. **Receiving/Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization and/or Purchasing Card. The District shall pay all awarded vendors pursuant to and in accordance with the promulgations set forth by the State of Florida's Prompt Payment Act (Florida Statutes Section 218. 70). Payment shall not be made until services have been completed, inspected, and accepted by the District in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to the address set forth on the purchase order or by using the Purchasing Card. Payment in advance of delivery by the District cannot be made.
- 27.1 **Invoicing:** All invoices submitted must contain the following detailed information in order to be processed for payment:
- a) Purchase Order number
 - b) Date or time of monthly statement
 - c) Name of District employee(s) that authorized purchase
 - d) Itemized parts and supplies
- 27.2 **Payment Methods:** The District utilizes a VISA purchasing card as well as purchase orders. The District may purchase some items using a purchase order or using a VISA purchasing card. Purchasing card orders will be placed by the school/department directly with the awarded vendor(s). The successful bidder(s) will be expected to honor all orders at the discounted bid prices.

SECTION 2 – SPECIFICATIONS

1. **Scope:** The bidder(s) shall provide Playgrounds and Related Equipment including but not limited to complete playground sets/structures (including design, site prep, and installation), outdoor furniture (e.g. benches, picnic tables, trashcans, etc.), and all other related equipment and accessories at a fixed percentage discount during the term of the resulting contract. The performance of the successful bidder(s) and the quality standards of service shall be in accordance with the terms of the specifications as set forth herein. Failure to comply with these requirements may be cause for bid rejection or award cancellation.
2. **Discount Adjustments:** The percentage discount rate offered shall remain flexible upward to take advantage of a higher discount rate throughout the contract period, but the discount percentage cannot be lowered.
3. **Item Catalog(s):** All bidder(s) must submit an electronic copy or weblink of all cataloged items to be used under the resulting contract with their bid submittal. If an electronic version of your catalog is available with online interactive capabilities, the District may wish to use this version if prices can be configured with the percentage discount already applied. **NOTE:** If an electronic copy is NOT available, the bidder shall provide a hardcopy with their submittal package.
 - 3.1 **New Items:** New items appearing in the awarded bidder's catalog(s) released after the bid opening date are to be covered under the resulting contract as if these items were originally included in the catalog(s) submitted with the bid.
 - 3.2 **Training:** If necessary, successful bidder(s) must be willing to offer training and support as needed to the District. Training may include, but not be limited to company introduction, setting up new users for online ordering, and a review of catalog bid discounts.
4. **Authorized Distributor:** All Bidder(s) must be authorized distributors for the products they sell to the District. **Bidders must upload a signed letter with their bid response from the product manufacturer(s) stating that the Bidder is an "authorized distributor".** Bids will not be considered if the authorized distributor letter is not included with bid response.
5. **Quality:** All equipment and supplies covered in this bid shall be NEW, free from defects, and carry a manufacturer's warranty.
6. **Delivery:** Delivery shall be "F.O.B. Destination, prepaid and allowed" to various locations within the Volusia County School District.
 - 6.1 *Delivery charges, fuel surcharges or fees, if any, shall be included in the percentage discounts. No charges shall be noted on the invoice for delivery, fuel or handling fees.* Delivery charges for expedited shipments such as air freight, may be added to invoices **only when authorized** by the Volusia County School Board. **The individual authorizing delivery charges must appear on the vendor invoice.**
 - 6.2 Deliveries, as specified, shall be made within seventy-two (72) hours after receipt of order, except for special order items or items that must be manufactured. The School Board shall make every effort to consolidate order requests of like items, however, the Board reserves the right to place an order of any size, regardless of quantity,

with the awarded vendor(s). All Schools and designated departments will be referred to published catalogs and discounts provided by awarded vendors to fill their requirements at the lowest net prices.

6.3 Orders shall be made on an as-needed basis with **no** minimum order requirements. Items shall be delivered, as requested, to the specified location within Volusia County.

- School delivery hours are from 8:00 A.M. to 4:00 P.M. EST, Monday through Friday (except Legal or School Board holidays).
- Warehouse delivery hours are from 6:00 A.M. to 2:00 P.M. EST, Monday through Friday (except Legal or School Board holidays). Vendor should make an appointment to schedule deliveries.

6.4 The Volusia County School Board reserves the right to cancel any item(s) on order and obtain such item(s) from another source, when item(s) are not available within seventy-two (72) hours or when item(s) are placed on backorder status (with exception to special order items and items requiring manufacturing).

7. Returns: Any new part(s) returned to the awarded Bidder(s) within twelve (12) months of the date of purchase shall be credited in full to the District with no restocking fees. Additionally, any item(s) which do not meet or exceed specifications will be returned at the vendor's expense.

8. Damaged Items: In the event an item(s) is received, and it is later determined there is concealed damage when the item(s) is unpacked, the item(s) must be replaced by the contractor at no cost to the School Board.

9. Warranty: Minimum warranty shall be twelve (12) months or the manufacturer's standard warranty, whichever is greater, for all items purchased from the resulting contract. Warranty shall begin after delivery, acceptance and installation of item(s) by the using Department.

10. Packing Slips/Invoices: Both the packing slips (delivered with the merchandise) and invoices submitted to the School District need to have the item description, pricing by line item, and reference contract MTS-906BC.

11. Labeling: Each carton, package, box and/or container shall be labeled. Each label shall identify each carton as follows:

- Name of item
- Quantity of item contained
- Unit of Measurement (U/M) or Unit of Issue (U/I)
- Purchase Order Number
- Company Name

12. Substitutes: Unapproved substitutes will not be allowed. If items are not available, the Department noted on the purchase order must be contacted prior to shipment to determine if a substitute is acceptable.

RESPONDENT'S EXPERIENCE/QUALIFICATIONS AND REFERENCES

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Years in business under present name: _____ Years performing work specialty: _____
License or business tax receipt currently valid in force: _____
2. Vendor's Representative
Provide the following information for the person assigned to this contract. Representative will assist in the overall coordination of services to include but not be limited to quoting projects and resolving issues with invoices, etc.:
Name: _____ Phone #: _____ Cell #: _____
Email: _____
3. Has Vendor been declared in default of any contract? ☐ Yes ☐ No
4. Has Vendor ever forfeited on any performance bond payment issued by a surety company on any contract?
☐ Yes ☐ No
5. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ☐ Yes ☐ No
6. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes?
☐ Yes ☐ No
7. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the respondent's financial position or future viability? ☐ Yes ☐ No
8. Is Vendor currently involved in any state of a fact-finding, negotiations or resistance to a merger, friendly acquisition or hostile take-over, either as a target or as a pursuer? ☐ Yes ☐ No
9. References: Provide three references from agencies you have provided goods or services to in the past three (3) years, at least one reference should be a public-schoolsystem.

Reference # 1

Organization Name: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 2

Organization Name: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

Reference # 3

Organization Name: _____ Telephone #: _____

Contact Name: _____ E-mail Address: _____

Scope of Work Provided: _____

Project Dollar Value: _____ Present Contract Status: _____ Contract Dates: _____

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 21 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

BIDDER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS
(To be completed by each Bidder)

Name of Bidder: _____

Identify the state in which the Bidder has its principal place of business: _____

Bidder's signature: _____

INSTRUCTIONS: If your principal place of business above is located within the State of Florida, provide the information as indicated above and return this form with your bid response. No further action is required. If your principal place of business is outside of the State of Florida, the following must be completed by an attorney and returned with your bid response. Failure to comply shall be considered to be non-responsive to the terms of this solicitation.

OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES
(To be completed by the Attorney for an Out-of-State Bidder)

NOTICE: Section 287.084(2), Florida Statutes, provides that "a Vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Florida Statutes.

LEGAL OPINION ABOUT STATE BIDDING PREFERENCES
(Please Select One)

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that state.

_____ The Bidder's principal place of business is in the State of _____ and it is my legal opinion that the laws of that state **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]: _____

LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES
(Please Select One)

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

_____ The Bidder's principal place of business is in the political subdivision of _____ and it is my legal opinion that the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting the preference(s)]: _____

Signature of out-of-state Bidder's attorney: _____

Printed name of out-of-state Bidder's attorney: _____

Address of out-of-state Bidder's attorney: _____

Telephone number of out-of-state Bidder's attorney (_____) _____

Email address of out-of-state Bidder's attorney: _____

Attorney's states of bar admission: _____

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier
Covered Transactions**

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification:

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this bid is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this bid 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.
6. The prospective lower tier participant further agrees by submitting this bid that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non- procurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 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

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, bid for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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 bid.

Name of Applicant	PR/Award Number and/or Project Name
Printed Name	Title of Authorized Representative
Signature	Date

ED 80-0014 9/90 (Replaces CCS-009 REV. 12/88), which is obsolete

**AUTHENTICATION OF BID AND STATEMENT
OF NON-COLLUSION AND NON-CONFLICT OF INTEREST**

I hereby certify:

1. That I am the vendor (if the vendor is an individual), a partner of the vendor (if the vendor is a partnership) or an officer or employee of the bidding corporation having authority to sign on its behalf (if the vendor is a corporation).
2. That the submitted quote covering Volusia County School District's ITB has arrived at the vendor independently, and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit the independent bidding or competition as prohibited by provisions; or any attendant procurement regulations of the Volusia County School District.
3. That the contents of the bid have not been communicated by the Vendor or its employees or agents to any person not an employee or agent of the Vendor and will not be communicated to any such person prior to the official opening of the bid.
4. That the Vendor is legally entitled to enter into the contract with the School District of Volusia County and is not in violation of any prohibited conflict of interest, including those prohibited or any procurement regulation of the School District of Volusia County.
5. That the vendor has fully disclosed with their response the name(s) of any officer, director, or agent who is or was an employee of the School Board of Volusia County, Florida.
6. In submitting the above, it is expressly agreed that upon proper acceptance by the School District of Volusia County of any or all items bid above, a contract shall thereby be created with respect to the items in this bid being accepted.
7. That I have fully informed myself regarding and affirm the accuracy of all statements in this bid, including the pricing.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID:

SIGNED BY _____ TITLE _____

COMPANY NAME _____ TELEPHONE NO. _____

ADDRESS _____ DATE _____

CITY _____ STATE _____ ZIP CODE _____

**REQUEST FOR APPROVAL OF PROPOSED PURCHASING TRANSACTION
INVOLVING POSSIBLE CONFLICT OF INTEREST**

INSTRUCTIONS: This form is required to be completed by any employee or former employee within two years of termination of employment who proposes or whose near relative proposes to either directly or indirectly purchase, sell, rent, or lease any realty, goods, or services from any business entity of which the employee or employee's immediate family has a material interest; nor shall any such individual either directly or indirectly sell, rent or lease any realty, goods, or services to the District.

See previous page for full policy statement.

Completion of this request does not constitute authorization for work to begin or for services to be provided

Name and Title of Employee making request	☐ Employee ☐ Former Employee
Division / Department	Separation Date:
Building / Room	Telephone Extension

CHECK AND COMPLETE THE APPROPRIATE ITEM:

- ☐ I propose to directly or indirectly purchase, rent, sell, or lease any realty, goods, or services to the District.
☐ A near relative * proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	

- ☐ I own or control more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Business:
Nature of Interest:

- ☐ A near relative * own or controls more than 5% interest in a business which proposes to directly or indirectly purchase, rent, sell or lease any realty, goods, or services to the District.

Name of Relative:	Relationship:
Address:	
Name of Business:	
Nature of Interest:	

Describe the realty, goods or services proposed:

Are the realty, goods or services available commercially?

I certify that no District time, material, equipment or facilities have been or will be used in connection with any resulting purchase order or contract.

I certify that I have not or will not make, or participate in the making of the District's decision to purchase the realty, goods or services covered by this disclosure.

Signature of Employee	Date
-----------------------	------

APPROVALS

Employee's Department Head (not required if former employee)	Other Administrative Approval
--	-------------------------------

* See reverse side for definition



The School District of Volusia County
Purchasing & Warehouse Services
3750 Olson Drive
Daytona Beach, FL 32124

Ph: 386-947-8786
Fax: 386-506-5056

POLICY REGARDING EMPLOYEE CONFLICT OF INTEREST IN PURCHASING

Definitions

Employee—any individual who is presently employed by the District or whose separation from the District occurred within two years of the date of the proposed transaction.

Near Relative—spouse, child, parent, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law, and step relatives in the same relationship.

Employee-Vendor Relationship—a relationship in which an employee, or near relative, acts as an independent contractor for the purpose of renting or selling goods or providing services to the District.

Policy

Conflict of Interest—The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidder(s) must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Volusia County, Florida. Furthermore, all bidder(s) must disclose the name of any Board Employee who owns directly or indirectly, any interest of five per cent (5%) or more of the total assets of capital stock in the bidder's firm.

(F.S. Chapter 112, Part III.)— *"No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.*

Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision."

Ethics in Purchasing—The provisions of School Board policy 426 regarding Vendor Relations shall apply regarding any "compensation" or "gifts". Pursuant to Section 1-3 of the Volusia County School's Purchasing Manual, each transaction shall be handled objectively, without favoritism or discrimination, without seeking or dispensing personal favors and based on sound business judgment.

READ CAREFULLY – SIGN IN THE SPACE BELOW – FAILURE TO SIGN INVALIDATES BID

SIGNED BY: _____ TITLE _____

COMPANY NAME: _____ TELEPHONE NO.: _____

ADDRESS: _____ DATE: _____

CITY: _____ STATE: _____

DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that

Does:

Name of Business

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, 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 contract a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under contract, 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 Paragraphs 1 thru 5.

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

Signature of Authorized Officer _____

Date _____

PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(A),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

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 with Bid, Proposal or Contract No. _____ for _____.
2. This sworn statement is submitted by _____ (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: _____.
3. My name is _____ and my relationship to the _____ (please print name of individual signing) entity name above is _____.
4. 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 with the United States, including, but not limited to, any bid or contract for goods or services 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.
5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a violation 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 a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. as 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.
7. I understand that a "person" as defined in Paragraph 287.133(1)(e), 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.

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
DAYTONA BEACH, FL 32124

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 28 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

8. 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, not any affiliate of the entity have 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, AND (Please indicate which additional statement applies.)

_____ The person or affiliate has not been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of General Services.)

_____ Date: _____
(Signature)

STATE OF _____ COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally, known to me or provided the following identification _____, and affixed his/her signature in

the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires:

CERTIFICATION REGARDING LOBBYING

Applicable to Grants, Sub-grants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. 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.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. 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 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub- recipients shall certify and disclose accordingly.

Name/Address of Organization

Name /Title of Submitting Official

Signature

Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 (See reverse for public burden disclosure.)

1. Type of Federal Action: () a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: () a. bid/offer/application b. initial award c. post-award	3. Report Type: () a. initial filling b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: () Prime () Sub-awardee Tier _____ (if known) Congressional District, if known:	5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a)	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities in a material representation of fact upon which reliance was pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and nor more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only: Authorized for Local Reproduction Standard Form LLL (Rev.7-97)		

INSTRUCTIONS FOR COMPLETION OF SF-LLL DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to sub-contracts, sub-grants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Sub-awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example; Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1), if known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identify number available for the Federal action identified in Item 1 (e.g., Request for Proposal number (ITB), Invitation to Bid (ITB) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "ITB-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. a. Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
b. Enter the full names of the individual(s) performing service(s) and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington D.C. 20503.

BID REQUEST NO.: MTS-906BC
DATE: October 23, 2018
PAGE 32 OF 34
**PLAYGROUNDS AND RELATED
EQUIPMENT**

Note: Contractor shall insure that all subcontractors comply with the same insurance requirements that he is required to meet. The same contractor shall provide The School Board of Volusia County with certificates of insurance meeting the required insurance provisions prior to the service date.

<u>Requirement (X)</u>	<u>Insurance Type</u>	<u>Required Limits</u>
<u>X</u>	1 Workers' Compensation	In accordance with Florida Statutes Chapter 440 and all Federal Government Statutory Limits and Requirements
	1A Employers Liability	Limit of \$500,000.00 each Incident
<u>X</u>	2 Commercial General Liability	\$2,000,000.00 Single Limit per Occurrence with \$2,000,000.00 general aggregate.
	2A Bodily Injury & Property Damage	\$1,000,000.00 Single Limit per Occurrence
	3 Indemnification	
The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Volusia County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Volusia County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Volusia County.		
<u>X</u>	4 Automobile Liability	
	4A Owned/Non-Owned/Hired Automobile Included	\$2,000,000.00 per Each Occurrence
<u>X</u>	5 Professional Liability	\$1,000,000.00 per Each Occurrence
	5A Errors and Omissions	\$1,000,000.00 per Each Occurrence
	5B Builder's Risk	\$1,000,000.00 per Each Occurrence
	6 Employee Crime	\$2,000,000.00 per Each Occurrence
	7 Cyber Liability	\$5,000,000.00 Single Limit per Occurrence
	8 Pollution Legal Liability	\$1,000,000.00 Each Incident, with \$10,000,000.00 General Aggregate

The School Board of Volusia County shall be named as the Certificate Holder on the Insurance Certificate. The School Board of Volusia County must be named as "ADDITIONAL INSURED" on the Insurance Certificate for Commercial General Liability. The School Board of Volusia County desires proof of insurability at levels required for this bid.

The School Board of Volusia County, Florida
200 N. Clara Ave
Deland, FL 32720

A current certificate of insurance is attached: YES NO

Bidder Name: Bidder Title:

Signature of Bidder _____

**BIDDER'S CHECK LIST
INSTRUCTIONS**

Bidder(s) shall indicate compliance with the Bid's submittal requirements by checking the appropriate box.

Item	Included (Initial Each)	Reference page #'(s)	Description
1		1	Signed Request for Invitation to Bid
2		1 and 14	Exhibit A: Bidder's Response Sheet (Attached Excel Sheet)
3		18	Authorized Distributor Letter(s)
4		1, 16, and 20	Respondent's Experience/Qualifications and References Form
5		1, 7, 17, and 21	Bidder's Statement of Principal Place of Business
6		1, 11, 16, and 22	Debarment, Suspension, Ineligibility and Voluntary Exclusion Form
7		1, 8, 17, 23, 24, and 25	Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest Request for Approval of Proposed Purchasing Transaction Involving Possible Conflict of Interest Policy Regarding Employee Conflict of Interest in Purchasing
8		1, 2, 3, 8, 12, 14, 17, and 34	Addenda Acknowledgement Form Signed Addendum(s) Acknowledgement (if applicable)
9		1, 4, 5, 16, and 26	Drug-Free Workplace Certificate
10		2, 16, 27, and 28	Public Entity Crimes Form
11		2, 3, 8, 10, 15, 16, and 29 - 31	Certification Regarding Lobbying Disclosure of Lobbying Activities Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities
12		1, 5, 16, and 32	Insurance Requirements Form Certificate of Insurance (Copy of Bidder's Current Policy)
13		13 and 34	ITB Label (Only applicable when hardcopies are submitted)
14		1, 3, 14, 18, and 19	Vendor Product Catalogs

BIDDER'S SIGNATURE

DATE

TYPE OR PRINT COMPANY NAME

(ONLY APPLICABLE IF SUBMITTING A HARDCOPY)

Vendor: Cut along the border and affix this label to your sealed bid envelope to identify it as a SEALED BID. Be sure to include the name and location of the company submitting the bid where requested on the label.

-----

SEALED BID – DO NOT OPEN	
Sealed Bid No.:	MTS-906BC
Bid Name:	PLAYGROUNDS AND RELATED EQUIPMENT
Due Date/Time:	OCTOBER 23, 2018 @ 2:00 PM
Submitted By:	_____ (Company Name)
	_____ (City/State)

DELIVER TO: **Purchasing Department
School Board of Volusia County
3750 Olson Drive
Facilities - Maintenance Bld.
Daytona Beach, FL 32124**

Please note

From time to time, an addendum may be issued to a bid. Any such addenda will be posted on the same web site from which you obtained this bid. If you are a registered Vendor with the district, you will automatically receive notification of all addenda. If you are not, you should periodically check our web site to download any addenda which may have been issued since the release date of the bid.

To become a registered Vendor, you must complete an application in VendorLink, choose the commodities for which you wish to receive bid notifications, and submit. Once you receive notice you have been approved, you will begin to receive automatic notifications of both bids and addenda from VendorLink.

MTS-906BC, PLAYGROUNDS AND RELATED EQUIPMENT (% DISCOUNT)

Exhibit A Bidder's Response Sheet

Directions to all Bidders: Place your percentage discount next to each categorical item that you are able to provide and place an "X" in the "Not Applicable" column for each categorical item that you are unable to provide. If there are other items you provide that are not listed, please use the "Other" line items to describe those items w/percentage discounts offered. Use the "Catalog Name & No." column to list out your correlating Catalog Name and Number. **Note 1: Bidder's may select more than one category.** **Note 2: Bidder's must offer a fixed percentage discount of at least 1.0% or higher to be considered for award.**

Category	% Discount	Not Applicable	Catalog Name & No.
Playground Design & Layout Services	%		
Grading and Site Prep Services	%		
Playground Equipment	%		
Playground Equipment Installation	%		
Surfacing Materials	%		
Surfacing Materials Installation	%		
Shade Structures	%		
Shade Structure Installation	%		
Picnic Tables	%		
Picnic Table Installation	%		
Park Benches	%		
Park Bench Installation	%		
Trash Receptacles	%		
Trash Receptacle Installation	%		
Miscellaneous Playground Equipment	%		
Misc. Playground Equipment Installation	%		
Miscellaneous Repair Services	%		
Miscellaneous Repair Parts	%		
Other: _____	%		
Other: _____	%		
Other: _____	%		

Vendor dba Name (Print or Type): _____

Vendor Representative Name (Print or Type): _____ Date: _____

Vendor Representative Signature (Blue Ink or Digital Signature): _____

THE SCHOOL BOARD OF VOLUSIA COUNTY
3750 OLSON DRIVE
FACILITIES – MAINTENANCE BUILDING
DAYTONA BEACH, FLORIDA 32124

ITB NO.: MTS-906BC
DATE: October 31, 2018
Page 2 of 2
**ADDENDUM #1 –
PLAYGROUNDS AND RELATED
EQUIPMENT**

ADDENDUM ACKNOWLEDGEMENT

This addendum to ITB number **MTS-906BC – Playgrounds and Related Equipment** has been received and fully understood.

Vendor: Shade Systems, Inc.

Date: 11/06/18

Address: 4150 SW 19th Street
Ocala, FL

Zip Code: 34474

Phone: 800-609-6066

Fax: 352-237-2256

Signature: Jeremy Purkis

**RETURN THIS ACKNOWLEDGEMENT WITH SEALED BID BY
2:00 PM 11/9/2018.**

Volusia County School Board
Purchasing Department
3750 Olson Drive
Daytona Beach, FL 32124



4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

PRICES FOR PRODUCTS

Price List No. TNS010119

(eff. 1/01/19)

Model #	W	x	L	8' high	10' high	12' high	14' high	Ship Wt (lbs up to 10' high)	Ship Wt (lbs for 12')	Ship Wt (lbs for 14')	SQ FT
SQUARES:											
S1010	10	x	10	3,898	4,291	4,884	n/a	691	n/a	n/a	100
S1212	12	x	12	3,846	4,439	5,180	n/a	704	n/a	n/a	144
S1515	15	x	15	4,884	5,180	5,773	n/a	782	n/a	n/a	225
S2020	20	x	20	5,476	6,069	6,662	n/a	841	1,739	n/a	400
S2525	25	x	25	8,217	8,810	9,403	10,292	1,992	2,232	2,472	625
S3030	30	x	30	11,477	12,366	12,810	14,366	2,292	2,532	2,772	900
S3535	35	x	35	17,774	18,589	19,552	20,219	2,554	3,328	3,568	1,225
S4040	40	x	40	22,886	23,997	24,442	26,664	2,993	3,353	3,713	1,600
S4545	45	x	45	31,554	32,368	33,332	34,221	3,914	4,154	4,394	2,025
S5050	50	x	50	37,628	39,258	40,740	44,814	4,274	4,553	5,868	2,500
S6060	60	x	60	46,963	48,593	50,074	52,445	6,569	6,962	7,356	3,600
RECTANGLES:											
R1015	10	x	15	4,365	4,958	5,921	n/a	755	n/a	n/a	150
R1020	10	x	20	4,958	5,254	6,143	n/a	782	n/a	n/a	200
R1520	15	x	20	5,254	5,698	6,662	n/a	810	1,708	n/a	300
R0830	8	x	30	6,958	7,402	n/a	n/a	746	n/a	n/a	240
R1530	15	x	30	7,402	7,847	8,291	n/a	1,582	1,774	n/a	450
R1225	12	x	25	5,254	5,847	6,439	n/a	827	918	n/a	300
R1425	14	x	25	5,402	5,921	7,402	n/a	838	929	n/a	350
R1825	18	x	25	6,217	6,810	7,847	n/a	1,566	1,758	n/a	450
R2025	20	x	25	6,662	7,254	8,291	n/a	1,577	1,769	n/a	500
R2030	20	x	30	7,625	8,385	8,884	9,847	1,610	1,802	1,994	600
R2035	20	x	35	11,847	12,588	13,181	13,774	1,644	1,836	2,028	700
R2040	20	x	40	13,774	14,366	14,959	15,848	1,682	1,874	2,066	800
R2540	25	x	40	14,514	15,107	15,848	16,737	2,134	2,326	3,295	1,000
R3035	30	x	35	14,514	15,107	15,848	16,737	2,124	2,316	3,286	1,050
R3040	30	x	40	16,144	17,033	18,663	19,552	2,200	3,083	3,361	1,200
R3045	30	x	45	19,626	21,182	22,219	23,330	2,274	3,157	3,436	1,350
R3050	30	x	50	20,589	21,626	22,738	23,701	2,953	3,232	3,510	1,500
R3550	35	x	50	22,071	23,182	23,997	25,479	3,024	3,302	3,581	1,750
R4050	40	x	50	26,442	27,109	27,553	29,924	4,018	4,296	4,574	2,000
R4055	40	x	55	29,553	30,961	32,368	33,776	4,154	4,433	4,711	2,200
R4060	40	x	60	35,035	36,591	38,147	44,370	4,282	4,571	5,886	2,400
R5060	50	x	60	42,222	44,074	45,926	49,334	4,532	5,732	6,126	3,000
MULTI LEVELS:											
ML3030	30	x	30	25,203	26,403	27,603	28,804	3000	3278	3556	900
ML3535	35	x	35	34,304	35,938	37,571	39,205	3896	4174	4452	1,225
ML4040	40	x	40	44,806	46,939	49,073	51,206	4330	4608	4886	1,600
ML4545	45	x	45	56,707	59,407	62,108	64,808	5204	5482	5760	2,025
ML5050	50	x	50	70,009	73,343	76,676	80,010	5879	6157	6435	2,500
ML2535	25	x	35	24,503	25,670	26,837	28,004	2996	3274	3552	875
ML3040	30	x	40	33,804	35,204	36,605	38,405	4025	4303	4581	1,200
ML3545	35	x	45	44,106	46,206	48,306	50,406	4280	4558	4836	1,575
ML4050	40	x	50	56,007	58,674	61,341	64,008	4899	5177	5455	2,000
MLH30	30	dia.		20,931	21,997	23,064	24,131	3000	3278	3556	585
MLH40	40	dia.		29,332	30,665	31,999	33,332	3896	4174	4452	1,040
MLH50	50	dia.		54,668	56,668	58,669	60,669	5204	5482	5760	1,625



4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

PRICES FOR PRODUCTS

Price List No. TNS010119

(eff. 1/01/19)

Model #	W	x	L	8' high	10' high	12' high	14' high	Ship Wt (lbs up to 10' high)	Ship Wt (lbs for 12')	Ship Wt (lbs for 14')	SQ FT
SHADE KITES:				7'14' posts	8'16' posts	9'17' posts	10'18' posts				
SK1515	15	x	15	7,402	7,847	n/a	n/a	962	n/a	n/a	225
SK1818	18	x	18	7,773	8,217	9,032	9,625	1,243	1,710	n/a	324
SK2020	20	x	20	8,365	9,032	9,625	10,218	1,443	1,736	1,928	400
SK2525	25	x	25	11,255	11,699	12,144	12,736	2,084	2,324	2,564	625
SK3030	30	x	30	14,218	15,033	15,848	16,811	2,392	2,632	2,872	900
HEXAGONS:											
H16	16 dia.			9,921	10,588	11,847	n/a	1,109	1,187	n/a	
H20	20 dia.			10,143	10,736	12,070	n/a	1,152	1,289	n/a	
H25	25 dia.			11,625	13,107	13,699	15,033	1,211	1,348	2,845	
H27	27 dia.			12,366	13,996	14,737	16,218	1,235	1,372	2,869	
H30	30 dia.			13,551	15,181	16,218	17,848	1,272	2,618	2,906	
H35	35 dia.			16,292	17,774	18,293	19,922	2,395	2,683	2,971	
H40	40 dia.			17,774	18,683	19,848	21,330	3,572	3,692	4,084	
H45	45 dia.			28,664	30,294	31,257	33,035	4,684	5,020	5,260	
H50	50 dia.			39,332	40,740	42,073	43,703	5,683	5,923	6,163	
H60	60 dia.			50,534	52,777	55,015	57,202	6,206	6,512	6,870	
OCTAGONS:											
O25	25 dia.			13,996	14,959	15,922	16,811	1,598	1,781	1,963	
O27	27 dia.			16,959	18,441	19,478	20,886	1,628	3,424	3,808	
O30	30 dia.			17,181	18,663	19,700	21,182	3,085	3,469	3,853	
O33	33 dia.			18,589	20,663	21,552	23,627	3,132	3,516	3,900	
O35	35 dia.			20,071	22,738	23,775	24,812	3,164	3,548	3,708	
O40	40 dia.			25,108	28,812	29,998	31,331	4,286	4,446	4,606	
O45	45 dia.			31,924	36,073	37,851	42,962	5,620	5,940	6,260	
O50	50 dia.			42,785	44,829	46,015	52,371	6,820	7,140	7,460	
O60	60 dia.			56,800	59,722	61,472	64,349	7,125	7,436	7,686	
T-CANTILEVERS:											
TC0818	8	x	18	6,217	6,513	6,810	n/a	723	1,048	n/a	144
TC1218	12	x	18	6,810	7,106	7,402	n/a	1,048	1,128	n/a	216
TC1425	14	x	25	7,847	8,291	8,736	n/a	1,092	1,172	n/a	350
TC1430	14	x	30	8,291	8,736	9,180	n/a	1,120	1,200	n/a	420
TC1630	16	x	30	8,884	9,329	9,773	n/a	1,560	1,752	n/a	480
TC1830	18	x	30	9,625	10,069	10,514	n/a	1,610	1,802	n/a	540
OFFSET T-CANTILEVERS:											
OTC1020	10	x	20	6,810	7,106	7,402	n/a	1,048	1,128	n/a	200
OTC1220	12	x	20	7,254	7,551	7,995	n/a	1,098	1,178	n/a	240
OTC1420	14	x	20	7,699	7,995	8,440	n/a	1,148	1,178	n/a	280
OTC1025	10	x	25	7,402	7,699	8,143	n/a	1,048	1,128	n/a	250
OTC1225	12	x	25	7,847	8,143	8,588	n/a	1,098	1,178	n/a	300
OTC1425	14	x	25	8,291	8,588	9,032	n/a	1,142	1,192	n/a	350
OTC1030	10	x	30	8,143	8,440	8,884	n/a	1,098	1,178	n/a	300
OTC1230	12	x	30	8,588	8,884	9,329	n/a	1,142	1,192	n/a	360
OTC1430	14	x	30	9,032	9,329	9,773	n/a	1,192	1,242	n/a	420
SINGLE CANTILEVERS:											
SC1920	19	x	20	8,884	9,329	10,810	n/a	1,907	2,099	n/a	380
SC1925	19	x	25	9,625	10,069	11,551	n/a	1,934	2,126	n/a	475
SC1930	19	x	30	10,366	10,958	12,144	n/a	1,972	2,164	n/a	570
SC2525	25	x	25	11,255	11,699	13,033	n/a	2,234	2,426	n/a	625
SC2530	25	x	30	12,736	13,181	14,514	n/a	2,334	2,526	n/a	750



4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

PRICES FOR PRODUCTS

Price List No. TNS010119

(eff. 1/01/19)

Model #	W x L	8' high	10' high	12' high	14' high	Ship Wt (lbs up to 10' high)	Ship Wt (lbs for 12')	Ship Wt (lbs for 14')	SQ FT
ARC CANTILEVERS:									
AC1920	19 x 20	15,547	16,325	18,918	n/a	2,861	3,149	n/a	380
AC1925	19 x 25	16,844	17,621	20,214	n/a	2,901	3,189	n/a	475
AC1930	19 x 30	18,140	19,177	21,252	n/a	2,958	3,246	n/a	570
AC2525	25 x 25	19,696	20,474	22,807	n/a	3,351	3,639	n/a	625
AC2530	25 x 30	22,289	23,067	25,400	n/a	3,501	3,789	n/a	750
DOUBLE CANTILEVERS:									
DC3820	38 x 20	16,292	17,181	18,070	n/a	2,634	2,826	n/a	760
DC3825	38 x 25	17,774	18,663	19,552	n/a	2,677	2,869	n/a	950
DC3830	38 x 30	19,256	20,145	21,034	n/a	2,732	2,924	n/a	1,140
DOUBLE POST HIP CANTILEVER:									
HC1422	14 x 22	5,180	5,476	n/a	n/a	686	n/a	n/a	308
SHADE WALK:									
SW0815	8 x 15	5,773	6,069	n/a	n/a	850	n/a	n/a	120
SW0830	8 x 30	8,291	8,588	n/a	n/a	1,140	n/a	n/a	240
SW1015	10 x 15	6,662	6,958	n/a	n/a	858	n/a	n/a	150
SW1030	10 x 30	9,180	9,477	n/a	n/a	1,290	n/a	n/a	300
SINGLE POST PYRAMIDS:									
SP0808	8 x 8	4,439	4,587	n/a	n/a	404	n/a	n/a	64
SP1010	10 x 10	4,587	4,735	n/a	n/a	424	n/a	n/a	100
SP1212	12 x 12	4,735	4,884	n/a	n/a	446	n/a	n/a	144
SP1515	15 x 15	5,476	5,624	n/a	n/a	478	n/a	n/a	225
SP2020	20 x 20	8,736	9,329	n/a	n/a	940	n/a	n/a	400
OFFSET SINGLE POST PYRAMIDS:									
OSP0808	8 x 8	5,180	5,328	6,365	6,513	424	n/a	n/a	64
OSP1010	10 x 10	5,328	5,476	6,810	6,958	444	n/a	n/a	100
OSP1212	12 x 12	5,476	5,624	7,254	7,402	466	n/a	n/a	144
OSP1515	15 x 15	6,365	6,513	8,736	8,884	498	n/a	n/a	225
OSP2020	20 x 20	10,218	10,810	12,885	13,477	990	n/a	n/a	400
SINGLE POST UMBRELLAS:									
U16	16 dia.	5,773	5,921	n/a	n/a	720	n/a	n/a	
U18	18 dia.	6,069	6,217	n/a	n/a	840	n/a	n/a	
U20	20 dia.	6,365	6,513	n/a	n/a	960	n/a	n/a	
TORNADO:									
TN121612		9,996		n/a	n/a	720	n/a	n/a	
TN152015		11,329		n/a	n/a	960	n/a	n/a	

NOTES:

Prices are in U.S. dollars, F.O.B. Ocala, Florida, U.S.A., and are subject to change at any time without notice. Prices do not include any engineer-sealed drawings, installation, or taxes.

Weights are approximate and may vary. Heights shown are stated as entry height (height of eaves).

All prices include powder-coated finish on metal components in standard Shade

Systems colors as shown in our catalog. Add \$400.00 per special color. Optional two-tone fabrics available at additional cost.

Key to Models: S=Square, R=Rectangle, SK=Shade Kite, H=Hexagon, O=Octagon, TC=T-Cantilever,

SP=Single Post Pyramid, U=Single Post Umbrella, TN=Tornado, ML=Multi-Level,

OSP=Offset Single Post Pyramid, SW=Shade Walk



4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

PRICES FOR SAILS AND MISC ITEMS

Price List No. MISC010119VC

1-800-609-6066

(eff. 01/01/19)

Model #	Description	\$\$
POST PADS:		
P400	Pad for 4" Column	493
P500	Pad for 5" Column	493
P600	Pad for 6" Column	551
P800	Pad for 8" Column	625
P1000	Pad for 10" Column	698
P1200	Pad for 12" Column	815
P1400	Pad for 14" Column	918
P1600	Pad for 16" Column	1,021

3-SIDED SAILS:

SAT2514	Up to 25' per side triangular canopy with 3 support columns -max. 14' high per column	15,640
SAT2514A	Add another triangular up to 25' per side with 1 column - max. 14'	9,384
SAT2520	Up to 25' per side triangular canopy with 3 support columns -max. 20' high per column	23,462
SAT2520A	Add another triangular up to 25' per side with 1 column - max. 20'	14,077
SAT3514	Up to 35' per side triangular canopy with 3 support columns max 14' high per column	18,247
SAT3514A	Add another triangular up to 35' per side with 1 column - max. 14'	10,948
SAT3520	Up to 35' per side triangular canopy with 3 support columns -max. 20' high per column	26,069
SAT3520A	Add another triangular up to 35' per side with 1 column - max. 20'	15,642
SAT4514	Up to 45' per side triangular canopy with 3 support columns -max. 14' high per column	20,854
SAT4514A	Add another triangular up to 45' per side with 1 column - max. 14'	12,513
SAT4520	Up to 45' per side triangular canopy with 3 support columns -max. 20' high per column	28,677
SAT4520A	Add another triangular up to 45' per side with 1 column - max. 20'	17,206
SAT5514	Up to 55' per side triangular canopy with 3 support columns -max. 14' high per column	23,462
SAT5514A	Add another triangular up to 55' per side with 1 column - max. 14'	14,077
SAT5520	Up to 55' per side triangular canopy with 3 support columns -max. 20' high per column	31,284
SAT5520A	Add another triangular up to 55' per side with 1 column - max. 20'	18,770

4-SIDED SAILS:

SAF2514	Up to 25' per side (4-sided) canopy with 4 support columns -max. 14' high per column	15,640
SAF2514A	Add another 4-sided canopy up to 25' per side with 2 column - max. 14' high	12,512



4150 S.W. 19 Street - Ocala, FL 34474 - Tel: 1-800-609-6066 - FAX: 352-237-2256 - www.shadesystemsinc.com

PRICES FOR SAILS AND MISC ITEMS

Price List No. MISC010118VC

1-800-609-6066

(eff. 01/01/19)

Model #	Description	\$
4-SIDED SAILS (CONTINUED):		
SAF2520	Up to 25' per side (4-sided) canopy with 4 support columns -max. 20' high per column	23,462
SAF2520A	Add another 4-sided canopy up to 25' per side with 2 column - max. 20' high	18,769
SAF3514	Up to 35' per side (4-sided) canopy with 4 support columns max 14' high per column	24,329
SAF3514A	Add another 4-sided canopy up to 35' per side with 2 column - max. 14' high	14,597
SAF3520	Up to 35' per side (4-sided) canopy with 4 support columns -max. 20' high per column	26,070
SAF3520A	Add another 4-sided canopy up to 35' per side with 2 column - max. 14' high	20,856
SAF4514	Up to 45' per side (4-sided) canopy with 4 support columns -max. 20' high per column	20,855
SAF4514A	Add another 4-sided canopy up to 45' per side with 2 column - max. 14' high	16,684
SAF4520	Up to 45' per side (4-sided) canopy with 4 support columns -max. 20' high per column	28,677
SAF4520A	Add another 4-sided canopy up to 45' per side with 2 column - max. 20' high	22,942
SAF5514	Up to 55' per side (4-sided) canopy with 4 support columns -max. 14' high per column	23,462
SAF5514A	Add another 4-sided canopy up to 55' per side with 2 column - max. 14' high	18,769
SAF5520	Up to 55' per side (4-sided) canopy with 4 support columns -max. 20' high per column	31,284
SAF5520A	Add another 4-sided canopy up to 55' per side with 2 column - max. 20' high	25,027
MISC CHARGES AND OPTIONS:		
PMT	Pier Mount Column -up to 6"	480
PMT6	Pier Mount Column -over 6"	640
ENGDWG	Professional Engineer Sealed Drawings	800
ENGAL	Professional Engineer Sealed Calculations	800
SPCOL	Special Color charge	400
TWOTONESK	Two-tone fabric color charge -Shade Kite	640
TWOTONESP	Two-tone fabric color charge -Single Post	960
TWOTONEL	Two-tone fabric color charge -Other	1307

NOTES:

Prices are in U.S. dollars, F.O.B. Ocala, Florida, U.S.A., and are subject to change at any time without notice. Prices do not include any engineer-sealed drawings, installation, or taxes.

Weights are approximate and may vary. Heights shown are stated as entry height (height of eaves).

All prices include powder-coated finish on metal components in standard Shade Systems colors as shown in our catalog. Add \$300.00 per special color.

[illegible]

ITB NUMBER: MTS-9068C

ITB NAME: Playgrounds and Related Equipment

EFFECTIVE DATES: 2/1/2019 - 1/31/2022

THE SCHOOL DISTRICT OF VOLUSIA COUNTY

BOARD DATE: 1/29/2019

DEPARTMENT: DISTRICT WIDE USE

Vendor Info	Note Codes	Playground Design & Layout Services	Grading and Site Prep Services	Playground Equipment	Playground Equipment Installation	Surfacing Materials	Surfacing Materials Installation	Shade Structures	Shade Structure Installation	Picnic Tables	Picnic Table Installation	Park Benches	Park Bench Installation	Trash Receptacles	Trash Receptacle Installation	Miscellaneous Playground Equipment	Misc. Playground Equipment Installation	Miscellaneous Repair Services	Miscellaneous Repair Parts	Other	Other	Other	Other
Advanced Recreational Concepts, Melbourne, FL	*	1%	1%	2%	1%	5%	5%	5%	1%	2%	1%	2%	1%	2%	1%	3%	1%	5%	5%	1%	Shelter Install	5% Mulch	0%
Creative Shade Solutions, Inc, Tarpon Springs, FL	*	0%	0%	0%	0%	0%	0%	5%	5%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
GameTime, Longwood, FL	*	100%	0%	10%	0%	5%	0%	3%	0%	3%	0%	3%	0%	3%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Komplan, Inc., Austin, TX	*	100%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	9%	4%	4%	9%	0%	0%	0%	0%
Miller Recreation Equipment + Design, Inc., Bradenton, FL	*	100%	0%	Varies	1%	5%	1%	5%	1%	5%	1%	5%	1%	5%	1%	5%	1%	1%	0%	5% Bike Racks	5% B-Ball Goals	5% Rubber Surfacing	5% Shelters
Parkwarehouse, LLC, Boca Raton, FL	*	0%	0%	10%	0%	0%	0%	10%	10%	10%	0%	10%	0%	10%	0%	10%	0%	0%	5%	0%	0%	0%	0%
Playmore West, Inc., Fort Meyers, FL	*	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5% Outdoor Fitness	5% Outdoor Fitness Install	0%	0%

THE SCHOOL DISTRICT OF VOLUSIA COUNTY
BOARD DATE: 1/29/2019
DEPARTMENT: DISTRICT WIDE USE

BOARD DATE: 1/29/2019
DEPARTMENT: DISTRICT WIDE USE

[illegible]

Note Codes:

*** - Recommended to Award**

ITB Sent to: 3157

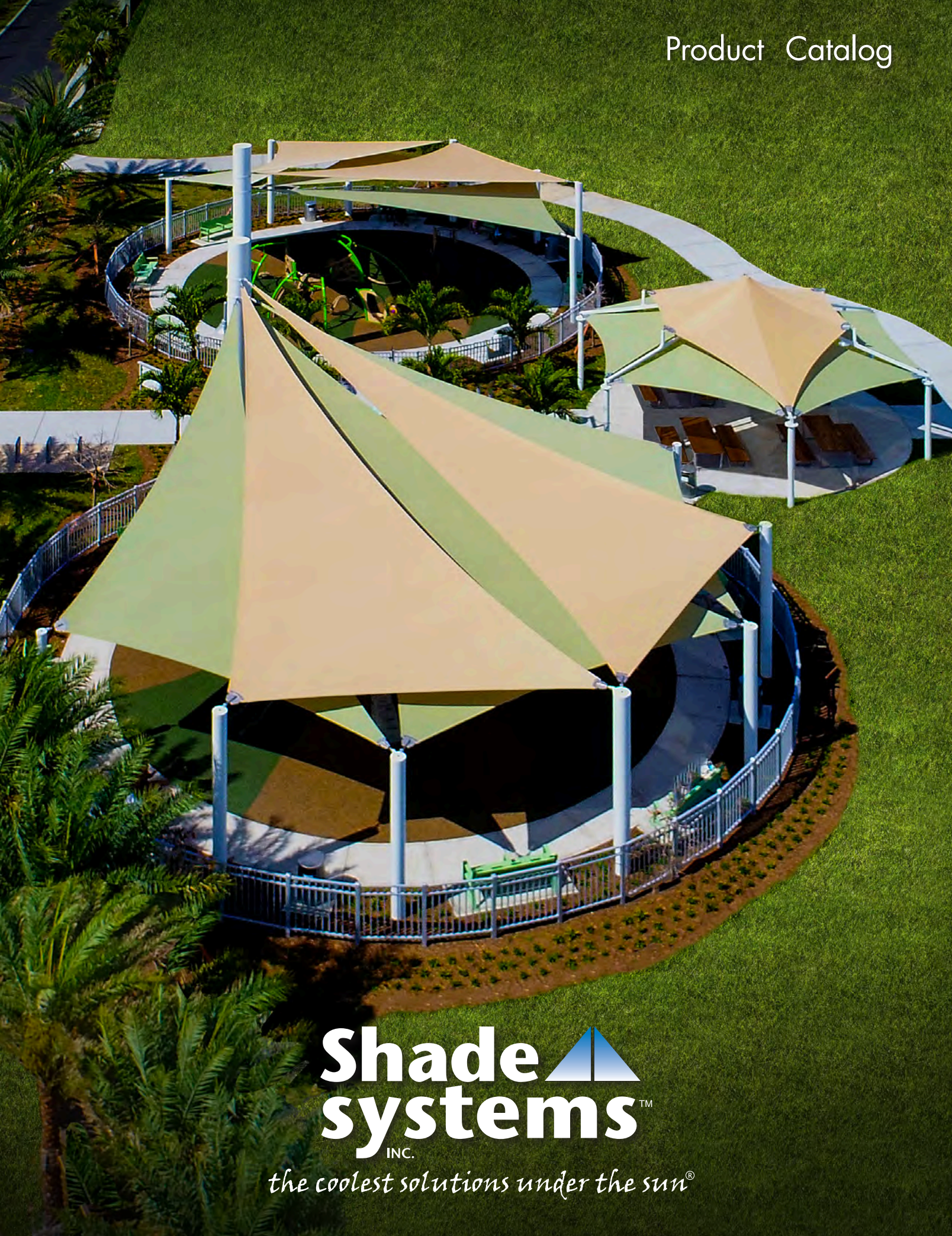
Response Received From: 11

"No Bid" Responses Received From: 4

Purchasing Department Approval:

Date: 12/6/2018

This tabulation is posted as public notice for 72 hours from 4:00 P.M., Friday, December 7th, 2018 until 4:00 P.M., Wednesday, December 12th, 2018. Vendors are hereby notified that failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Offers from the Vendors listed herein are the only offers received timely as of 2:00 P.M., November 9th, 2018. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.



Shade 
systems™
INC.

the coolest solutions under the sun®

To Our Valued Customers, Representatives, and Employees:

In the early days of the millennium, and in response to the public's growing awareness of the dangers of unprotected sun exposure, Shade Systems was established to offer a higher-quality pre-engineered alternative to the confusing raft of amateurish shade options on the market at the time.

Now in our 15th year, we have continually refined our products since our early days, and this latest edition of the Shade Systems product catalog contains our very best design and engineering innovations, proving year after year that Shade Systems is the quality leader in the shade industry.

A perfect example of our leadership is our patented Turn-N-Slide™ easy canopy removal and re-attachment system, which some have attempted to imitate, but none have equaled. Shown on page 5, the Turn-N-Slide makes it easy for most anyone on your staff to quickly remove and re-attach the canopy in the event of severe storm or for the winter season.

Turn to pages 18 thru 25 for our innovative 'Sails' products, including our stylishly complex Multi-Level 'Sails' – the highest quality fabric tension structures on the market. Like our frame-supported shade products, 'Sails' also feature an easy-to-use canopy attachment system for quick removal of the fabric canopies (detail shown on page 20).

For a real show-stopper in imaginative shade protection, look no further than our stunning Tornado®. With its gracefully arching steel pipe arms radiating outward, it's one of our most attractive shade structure designs, with sculpture-like appeal across a broad spectrum of environments where shade is needed but in an aesthetically-appealing style.

For all the above reasons, together with time-tested engineering which is backed by the most air-tight warranties on the market, Shade Systems is proud to be the most-specified name in the shade business. We look forward to serving your shade needs for many years to come.

Sincerely,



Alan Bayman
President





PROJECT INFO

On this Page:

Santa Ana Wellness Center – Santa Ana Pueblo, New Mexico
See page 18 for more 'Sails' ideas

On the Cover:

Sullivan Park – City of Deerfield Beach, Florida
See page 24 for more Multi-Level 'Sails' ideas

TABLE OF CONTENTS

Why Choose Shade Systems?.....	4	'Sails'	18
Turn-N-Slide™ Easy Fastening System	5	Multi-Level 'Sails'	24
Mega Spans	6	Shade Kites	26
Parking and Vehicle Protection	8	Single Post Pyramids.....	28
Squares & Rectangles.....	10	Single Post Umbrellas/Double Post Hip.....	29
Hexagons & Octagons.....	12	Shade Walks.....	30
Single Cantilevers	14	Tornado® Shades.....	32
Offset T-Cantilevers	15	Fabric Colors.....	36
Double Cantilevers.....	16	Post Pads/Metal Powder-Coat Colors.....	37
T-Cantilevers.....	17	Specifications & Warranty.....	38

Why Choose Shade Systems?

✓ Turn-N-Slide™ Easy Fastening System



- Makes it easy to remove and re-attach the fabric canopy for the winter season or in case of severe storm such as hurricanes (most other shade companies' products are permanent and require professional installers to remove and re-install the canopy)
- Only patented and time-tested system of its kind – in continuous use nationwide since 2003
- See our demonstration video at: www.shadesystemsinc.com

✓ One-Point 'Sails' Attachment System

- No need to thread messy cables – each corner of the 'Sails' fabric canopy features a stainless steel bracket with just one tensioning bolt to easily attach or remove the canopy.
- Cables are permanently concealed in the hems and terminate in the stainless steel bracket – you never have to touch them!
- All cables and hardware are corrosion resistant stainless steel for maximum durability.
- Please see page 20 for more details.



✓ Extensive use of stainless steel for maximum corrosion resistance

- All stainless steel hardware
- All stainless steel cables

✓ 100% U.S. made – All under one roof in our Florida factory!

Watch our 5-minute Factory Tour video:
www.shadesystemsinc.com

✓ Most comprehensive warranties in the industry

20yrs on metal frames against rust-through corrosion

10yrs on CoolNet™ shade fabric against deterioration

10yrs on CoolNet™ stitching thread against deterioration

10yrs on Turn-N-Slide™ Easy Fastening System

*** And none of the above warranties are pro-rated! ***

✓ Fire Rated

CoolNet™ shade fabric is treated with fire retardants, and passes the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol. Ask for a copy of the test results.

✓ Maximum U.V. protection

- Up to 99% U.V. screening protects against sun overexposure
- Reduces temperatures by up to 15-20 degrees
- Extends the life of playground equipment and other property underneath

TURN-N-SLIDE™ Easy Fastening System



STEP 1:

Use our special vandal-resistant tool to remove access cap



STEP 2:

Turn concealed nut using a standard socket wrench. Attachment hook moves backward, releasing the canopy cables.



**Reverse the steps to re-attach
it's that easy!**

WHAT IS THE TURN-N-SLIDE™?

Our patented Turn-N-Slide™ Easy Fastening System is an ingenious mechanism which comes standard on all frame-supported Shade Systems products and makes removal and re-attachment of the canopy quick and easy for most anyone on your staff. And it's covered by a 10 year warranty.

WHY DO WE NEED SUCH A MECHANISM ON OUR SHADE?

If you are located in colder climates, you will want to remove your canopy and store it for the winter season. This prolongs the canopy's life by not subjecting it to snow loads and winter storms. Likewise, if you are located in an area subject to hurricanes or tornadoes, the Turn-N-Slide allows quick removal of the canopy as soon as you receive a storm warning.

WHAT DOES THE COMPETITION OFFER?

Good question. The competition's canopies are mostly designed to be permanent, and require special tools and oftentimes the services of professional installers for removal and especially re-installation. Ask the competition to describe the specific steps required to remove and then re-attach their canopy, and judge for yourself if the same thought has gone into their product as the Turn-N-Slide.

WHERE CAN WE LEARN MORE ABOUT THE TURN-N-SLIDE?

Visit our website at www.shadesystemsinc.com to see a 6-minute online demonstration video of how easy it is to remove and then re-attach your Shade Systems canopy.

Mega Spans



SEATING & CONCESSIONS

North Myrtle Beach Sports Park | North Myrtle Beach, South Carolina | Aquatic Blue canopy / Jet Black frame | 36' x 38' x 10' eave height

MEGA SPANS comprise our largest pre-engineered frame-supported shade structures, providing clear span coverage for spaces ranging from 900 square feet to over 5,000 square feet. Featuring heavy schedule 40 pipe columns and structural steel beams, Mega Span steel frames are shipped as easy-to-assemble bolt-together components requiring no in-field welding or fabrication.

Our exacting specifications include all stainless steel hardware and tensioning cables, and a durable powder-coat finish on all metal components in your choice of brilliant colors. And like our smaller frame-supported structures shown on pages 10-11, Mega Spans also include our remarkable Turn-N-Slide™ easy canopy fastening system. The Turn-N-Slide makes it easy to quickly remove and then re-attach the CoolNet™ fabric canopy for the winter season or in the event of severe storms such as hurricanes.

Please refer to the Turn-N-Slide details on page 5.

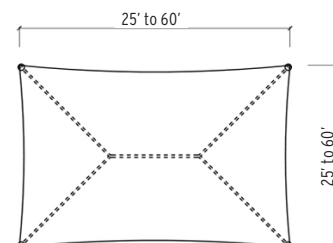
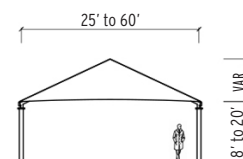
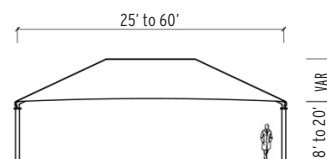
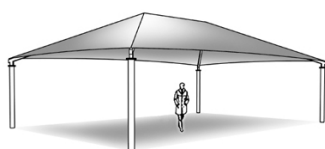


PERSPECTIVE

FRONT

SIDE

TOP



Available in sizes from 900 sq. ft. to over 5,000 sq. ft.



SPORTS COURTS

Winthrop Charter School | Riverview, Florida | Bright Red canopy / Jet Black frame (shown with optional post pads) | 54' x 90' x 12' eave height



PLAYGROUNDS

Sunset Point Park | Tamarac, Florida | Navy Blue canopy / Silver Flake frame (optional color) | 56' x 100' x 14' eave height



Yellow Jacket Park | Rockwall, Texas | Desert Sand canopy / Alpine White frame | 30' x 50' x 10' eave height

OUR TURN-N-SLIDE™ EASY FASTENING SYSTEM IS BUILT RIGHT IN!

(SEE DETAILS ON PAGE 5)



MEGA SPANS ARE PERFECT FOR:

- Playgrounds
- Dog Parks & Pet Boarding
- Parking & Car Washes
- Seating & Concessions



Parking and Vehicle Protection



Will Rogers Airport | Oklahoma City, Oklahoma | Desert Sand canopies / Alpine White frames | Total shade coverage: Approx. 180,000 s.f.

Shade Systems canopies are perfect for car parking applications as our remarkable CoolNet™ shade fabric keeps automotive interiors comfortably cool. The temperature in an unshaded car under the summer sun can rise to over 150 degrees, but a shaded car's interior temperature can be 60 degrees lower!

Popular designs for car parking include our Mega Spans and Cantilevers. Our patented Turn-N-Slide™ easy fastening system comes standard, making Shade Systems products the most user-friendly shade structures on the market when it comes time to remove the canopies! Please refer to the Turn-N-Slide details on page 5.

And all this convenience and quality is backed up by the most comprehensive warranty coverages in the industry: 20 years against rust-through corrosion on structural steel members, 10 years against deterioration on CoolNet shade fabrics and thread, and an additional 10 year warranty on the Turn-N-Slide easy fastening mechanism.

Call Shade Systems today for more information on how we can help you provide car parking shade that looks good and is designed to last. A vehicle parking brochure is available upon request.





Will Rogers Airport | Oklahoma City, Oklahoma | Desert Sand canopies / Alpine White frames | Total shade coverage: Approx. 180,000 s.f.



Northwest Florida Beaches International Airport | Panama City, Florida | Total shade coverage: Approx. 115,000 s.f.



SHADE SYSTEMS PRODUCTS ARE ENGINEERED FOR DURABILITY

Here are just a few of our rigorous specification highlights,
with more information shown starting on page 38:

- All stainless steel hardware and cables for maximum corrosion resistance
- All metal components feature our proprietary in-house pre-treatments and powder-coat finishes for maximum adhesion and colorfastness
- CoolNet™ shade fabric canopies are the heaviest of their kind and lock-stitched for strength

WITH TURN-N-SLIDE™ SYSTEM
FOR EASY CANOPY REMOVAL.



(SEE DETAILS ON PAGE 5)



Squares & Rectangles



PLAYGROUNDS

Windmill Park | City of Coconut Creek, Florida | Forest Green canopy / Evergreen frame | 20' x 20' x 8' eave height

Shade Systems' **SQUARE AND RECTANGULAR** designs form the backbone of our most effective and economical shade offerings. Engineered to meet the stringent International Building Code (IBC), these functional structures are available in a variety of colors, heights and sizes, and feature our remarkable Turn-N-Slide™ quick-release canopy fastening mechanism in case removal of the canopy becomes necessary due to severe storm or winter weather.



Champaign Parks District | Champaign, Illinois | Canary Yellow canopy / Jet Black frame | 8' x 30' x 7' eave height

DUGOUTS



SQUARES & RECTANGLES

Available in sizes from 10' x 10' to 25' x 25'



ENTRANCES

❖ **North Collier Reg. Park** | Collier County Parks • Naples, Florida | Desert Sand canopy / Coffee Brown frame | 20' x 25' x 12' eave height



BLEACHERS

❖ **North Shore Youth Center** | City of Miami Beach Parks • Miami Beach, Florida | Forest Green canopy / Evergreen frame | 20' x 25' x 12' eave height

❖ **Elk Grove Village** | Elk Grove, Illinois | Aquatic Blue canopy / Latte Tan frame | 18' x 18' x 8' eave height

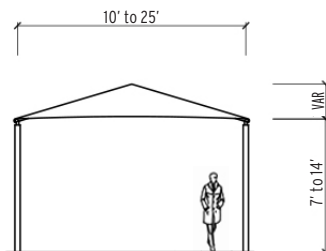


PICNIC AREAS

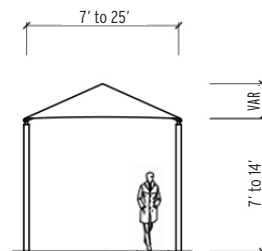
PERSPECTIVE



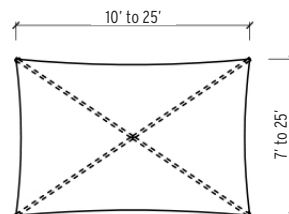
FRONT



SIDE



TOP



SQUARES & RECTANGLES ARE PERFECT FOR:

- Playgrounds
- Pools & Waterparks
- Bleachers and Dugouts
- Tennis and Shuffleboard
- Seating & Concessions
- Hotels, Resorts, Restaurants



Hexagons & Octagons

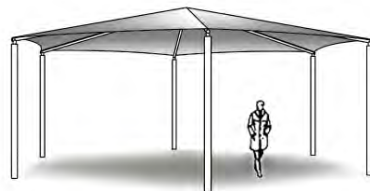


City of Des Moines Aquatic Center | Des Moines, Iowa | Aquatic Blue canopy / Alpine White frame |
33' dia. Hexagon - 8' eave height

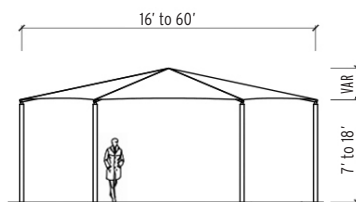
HEXAGON

HEXAGONS

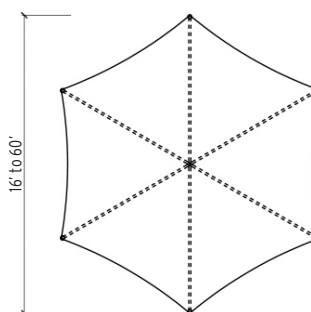
PERSPECTIVE



SIDE



TOP



George Brummer Park | City of Pompano Beach, Florida | Forest Green canopy / Coffee Brown frame |
42' dia. Octagon - 12' eave height

OCTAGON

Shade Systems' **HEXAGON AND OCTAGON** designs add a whimsical 'carousel' look to your play area or other outdoor gathering place. As with all our shade products, Hexagons and Octagons are engineered to meet the International Building Code (IBC), are available in a variety of heights and sizes, and feature our patented Turn-N-Slide™ easy canopy fastening system in case removal of the canopy becomes necessary. Please refer to the Turn-N-Slide details on page 5.

HEXAGONS & OCTAGONS ARE PERFECT FOR:

- Playgrounds
- Picnic Areas
- Concessions



HEXAGONS & OCTAGONS

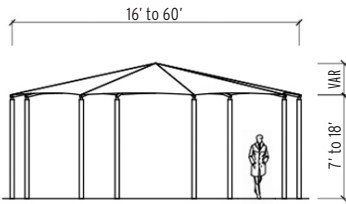
Available in 16' diameter to 60' diameter

OCTAGONS

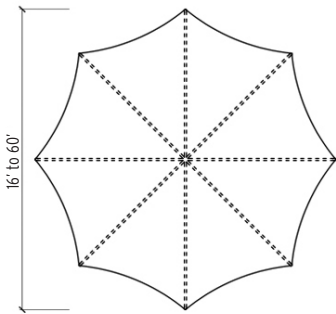
PERSPECTIVE



SIDE



TOP



HEXAGON

Fairmont Park | Birmingham, Alabama | Silver Grey canopy / Blue Streak frame | 40' dia. Hexagon - 13' eave height



HEXAGON

Peace Park | Aventura, Florida | Rivergreen canopy / Alpine White frame | 60' dia. Hexagon - 12' eave height



OCTAGON

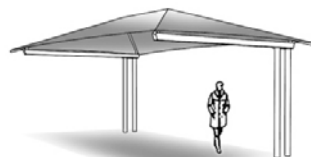
Collins Community Center | City of Oakland Park Recreation • Oakland Park, Florida | Forest Green canopy / Evergreen frame | 50' dia. Octagon - 12' eave height

Single Cantilevers

Available in sizes from
19' x 20' to 25' x 30'

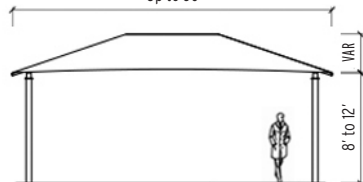
SINGLE CANTILEVER

PERSPECTIVE



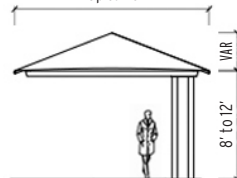
FRONT

Up to 30'



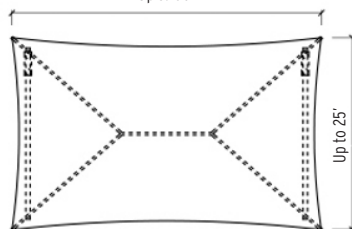
SIDE

Up to 25'



TOP

Up to 30'



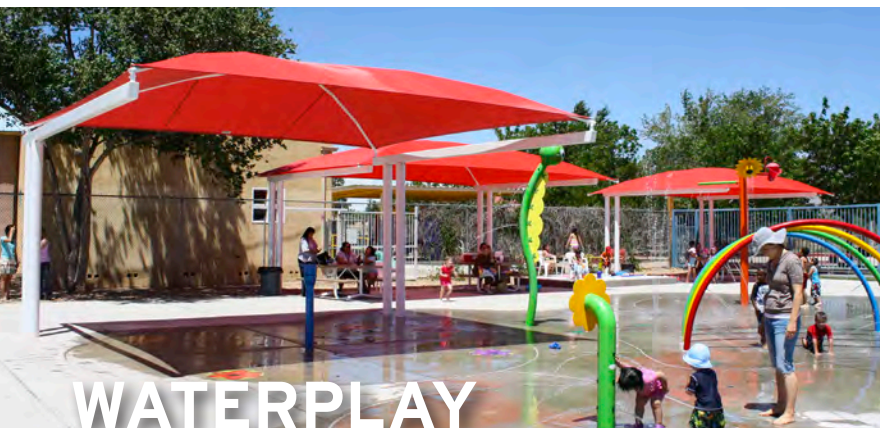
BLEACHERS

Russell Creek Park | City of Plano - Plano, Texas | Desert Sand canopy / Blue Streak frame | 19' x 30' x 10' eave height



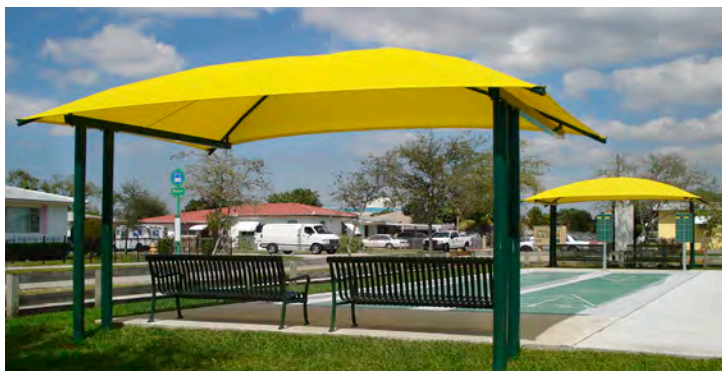
SEATING AREAS

Lowry Zoo | Tampa, FL | Grape Purple canopy / Bright Yellow frame (optional color) | 19' x 21' x 10' eave height



WATERPLAY

Alamedas Spray Park | Alamedas, New Mexico | Bright Red canopy / Alpine White frame | 19' x 20' x 10' eave height



SHUFFLEBOARD

Jefferson Reaves Park | Miami-Dade County Parks & Recreation - Miami, Florida | Canary Yellow canopy / Evergreen frame | 12' x 20' x 8' eave height

CANTILEVERS ARE PERFECT FOR:

- Bleachers
- Dugouts
- Pool Areas
- Picnic Areas
- Skate Parks
- Shuffleboard
- Seating Areas
- Tennis Courts



Available in sizes from
9' x 20' to 14' x 30'

Offset T-Cantilevers

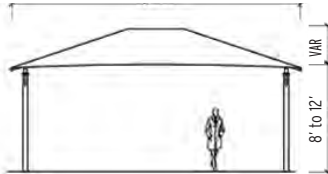
OFFSET T-CANTILEVER

PERSPECTIVE



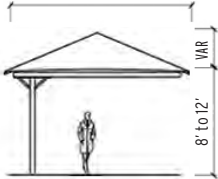
FRONT

Up to 30'



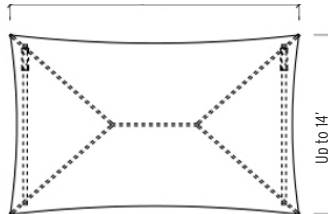
SIDE

Up to 14'



TOP

Up to 30'



PET BOARDING

Jill's Pet Resort | New Bern, North Carolina | Desert Sand canopy / Latte Tan frame | 14' x 30' x 8' eave height



BLEACHERS

Tuscowilla Park | Ocala Parks & Recreation • Ocala, Florida | Desert Sand canopy / Jet Black frame | 12' x 30' x 12' eave height

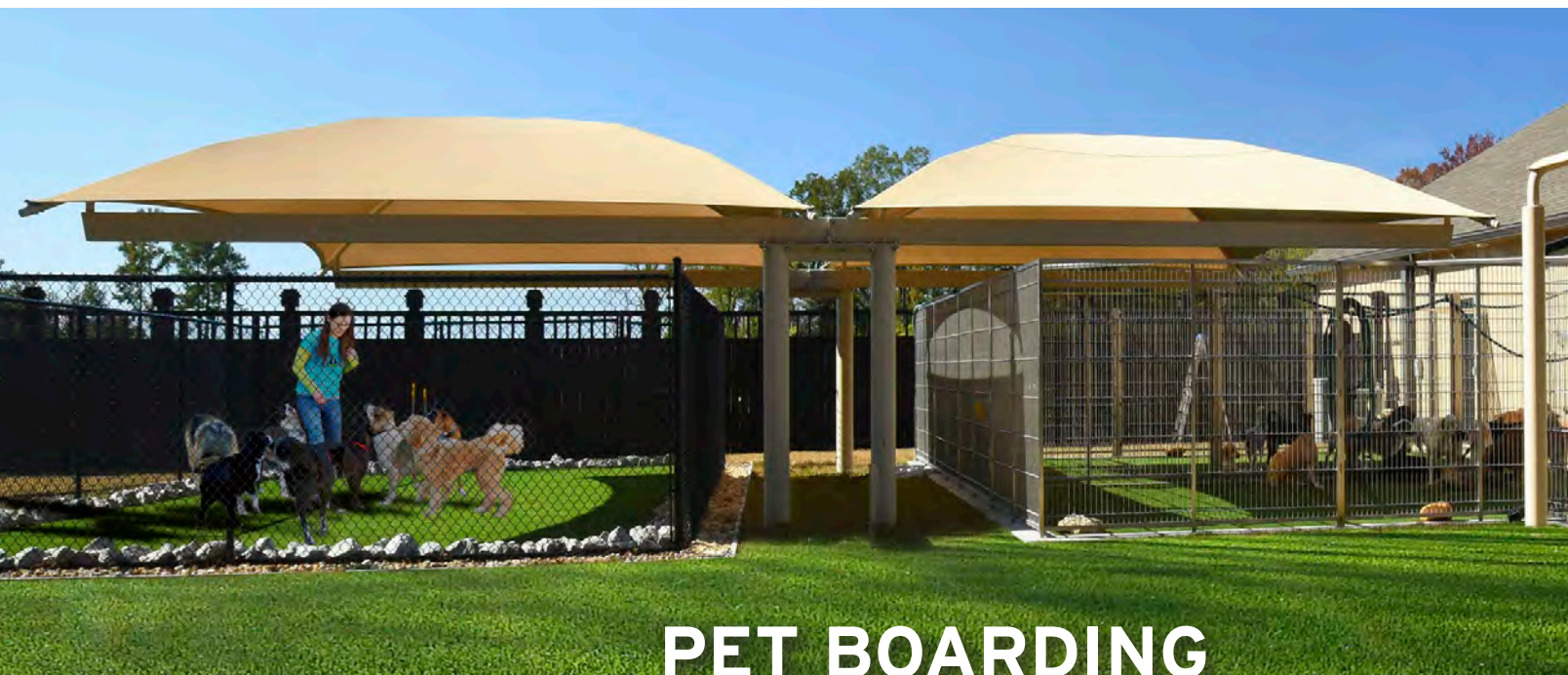


North Myrtle Beach Sports Park | North Myrtle Beach, South Carolina | Aquatic Blue canopy / Jet Black frame | 10' x 30' x 12' eave height



Palmetto Health | Columbia, South Carolina | Brick Red canopy / Silver Flake frame (optional color) | 8' x 57' x 10' eave height

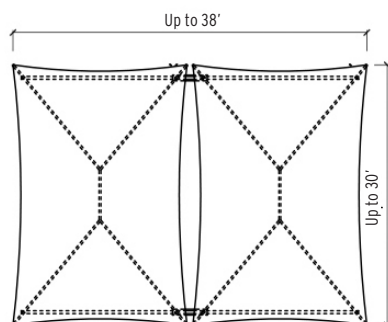
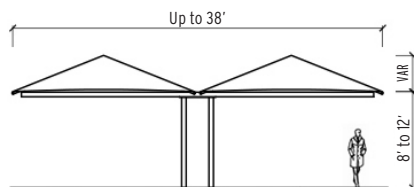
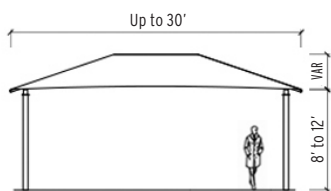
Double Cantilevers



Jill's Pet Resort | New Bern, North Carolina | Desert Sand canopy / Latte Tan frame | 38' x 30' x 8' eave height

DOUBLE CANTILEVER

Available in sizes up to 38'x 30'



CANTILEVERS ARE PERFECT FOR:

- Bleachers
- Skate Parks
- Dugouts
- Shuffleboard
- Pool Areas
- Seating Areas
- Picnic Areas
- Tennis Courts



BLEACHERS

Palm City Park | Martin County Parks & Recreation • Palm City, Florida | Forest Green canopy / Jet Black frame | 28' x 30' x 12' eave height

T-Cantilevers



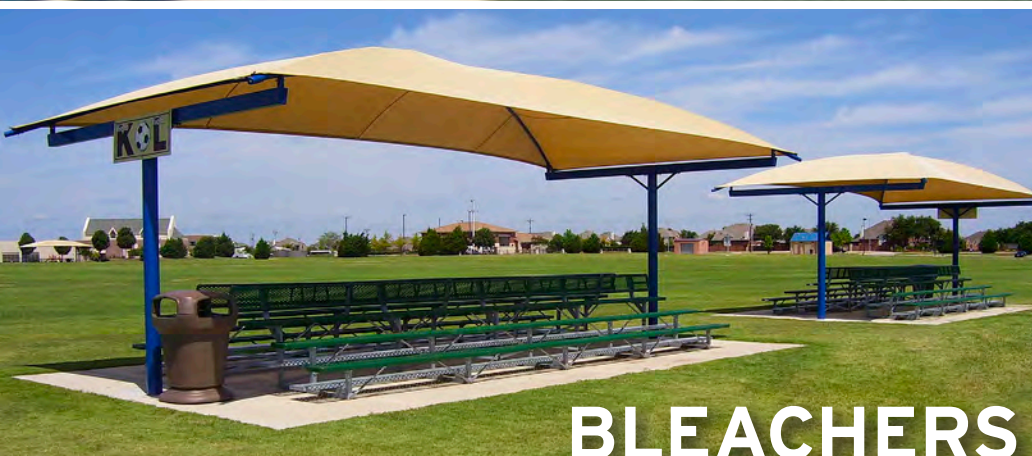
SPORTS SHADE

Tyger Park | City of Spartanburg, South Carolina | Canary Yellow canopy / Jet Black frame | 15' x 30' x 12' eave height



TENNIS COURTS

Community Park Tennis Center | City of Pompano Beach • Pompano Beach, Florida | Rivergum Green canopy / Evergreen frame | 12' x 25' x 10' eave height



BLEACHERS

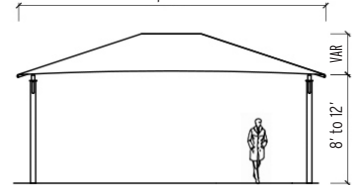
Russell Creek Park | City of Plano • Plano, Texas | Desert Sand canopy / Blue Streak frame | 17' x 35' x 10' eave height

T-CANTILEVER

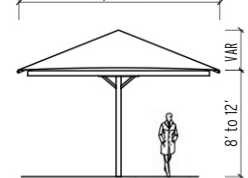
Available in sizes
from 8' x 18' to 17' x 35'



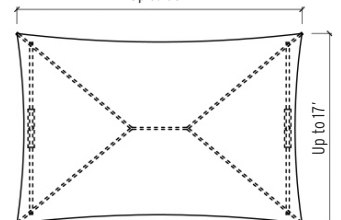
Up to 35'



Up to 17'



Up to 35'



'Sails' – The Sky is the Limit



CAR WASHES

Danny's Car Wash | Ocala, Florida | Custom 'Sails' with Rivergum Green canopies / Coffee Brown columns



Santa Ana Wellness Center | Santa Ana Pueblo, New Mexico |
Lime Green canopies / Alpine White columns



Kaiser Permanente | Baldwin Park, CA |
Desert Sand canopies / Moss Green columns (optional color)

Available in a virtually unlimited range of custom sizes and shapes



South Pointe Park | City of Miami Beach Parks and Recreation • Miami Beach, Florida | Light Blue & Eggshell White canopies / Alpine White columns



Lock Park | City of Lake Charles Parks & Recreation • Lake Charles, Louisiana | Aquatic Blue & Bright Red canopies / Alpine White columns

Our innovative '**SAILS**' shade designs are a clever way to cover those odd-shaped areas where possible post locations are limited or where a unique aesthetic appearance is desired. Featuring stainless steel connections and hardware for long life, 'Sails' are pre-engineered in an endless variety of imaginative configurations to add visual interest to your play structure's skyline, while protecting children from the sun's dangerous U.V. rays with up to 99% sun screening. They are equally attractive and functional over spectator seating areas, pool decks, picnic courts, outdoor amphitheaters, sports fields, concessions, or any other outdoor gathering area where protection is needed from the sun's harmful U.V. rays.



Winner's Circle Park | City of Flowood, Mississippi | Desert Sand and Forest Green canopies / Latte Tan columns

PLAYGROUNDS

'Sails'

Insist on the Shade Systems Advantages!



Don't settle for this:



Cables are not pre-cut
and must be measured and threaded in the field.

Non-stainless steel parts
develop corrosion and can fail.

U-Bolts and clamps must be used
to secure cables - movement of metal against metal promotes wear.

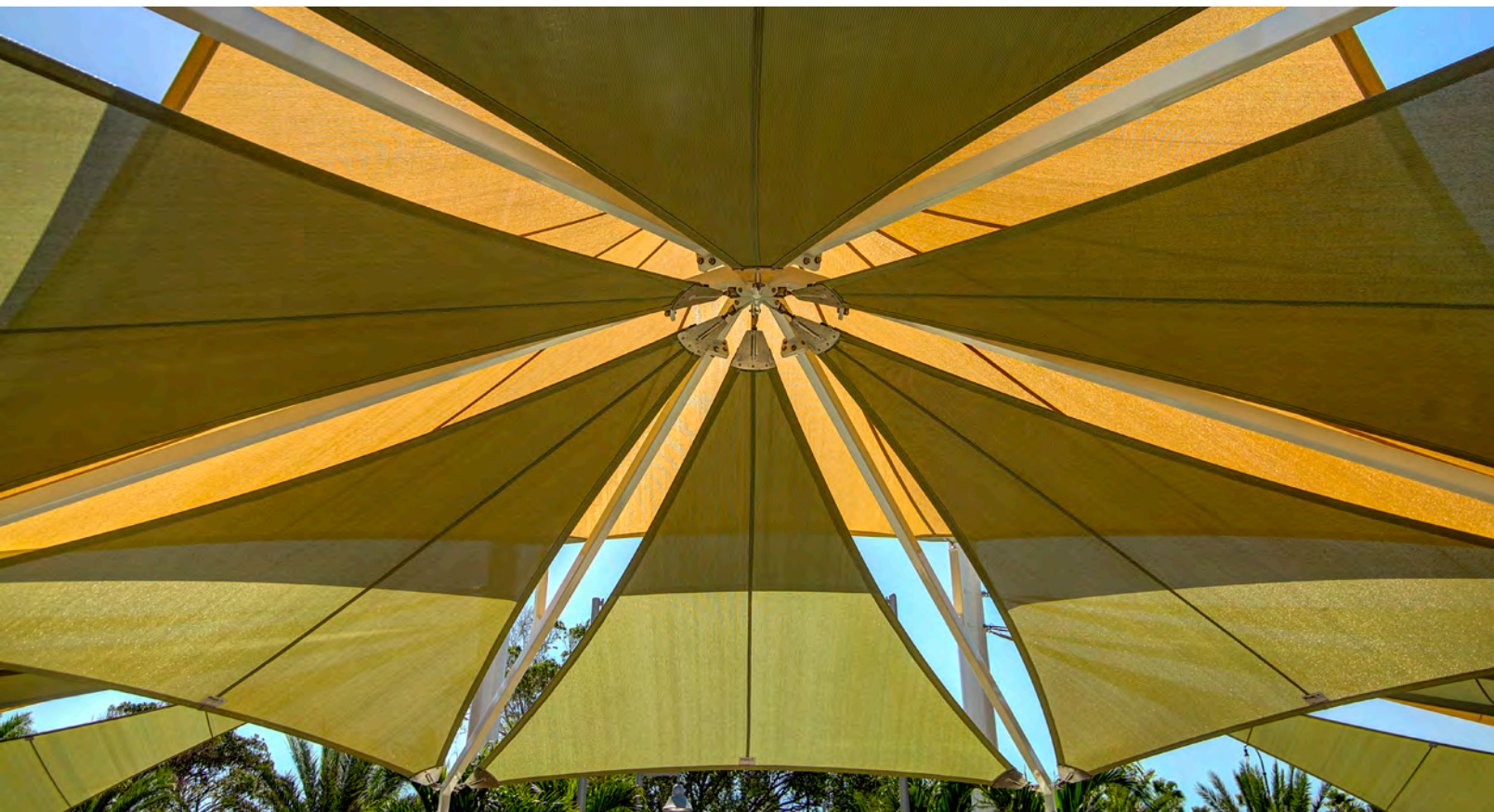


Tangle of cables
makes it difficult to remove sails for storms or winter.



PLAYGROUNDS & SEATING

Sullivan Park | City of Deerfield Beach • Deerfield Beach, Florida | Desert Sand and Rivergum Green canopies / Alpine White frames



'SAILS' ARE PERFECT FOR:

- Playgrounds
- Seating & Concessions
- Pools & Waterparks
- Hotels, Resorts, Restaurants







PLAYGROUNDS & SEATING

Sullivan Park | City of Deerfield Beach • Deerfield Beach, Florida | Desert Sand and Rivergum Green canopies / Alpine White frames

'Sails'

AVAILABLE WITH

NIGHT LIGHTING



Myrtle Beach Boardwalk (all photos on page) | City of Myrtle Beach, South Carolina | Navy Blue, Aquatic Blue, Desert Sand and Eggshell White canopies / Alpine White columns



BOARDWALKS & WALKWAYS



Available in a virtually unlimited range of custom sizes and shapes

SPORTS FIELDS



❖ **Seven Oaks Park** | Columbia, South Carolina |
Light Blue canopies / Jet Black columns



❖ **Brooklyn Bridge Park • Pier 5** | Brooklyn Bridge Park Conservancy •
Brooklyn, NY | Desert Sand canopies

❖ **Bellard Park** | City of Lake Charles Parks & Recreation • Lake Charles, Louisiana |
Bright Red & Canary Yellow canopies / Alpine White columns

❖ **Elks Lodge Youth Camp** | Umatilla, Florida |
Aquatic Blue canopies / Latte Tan columns

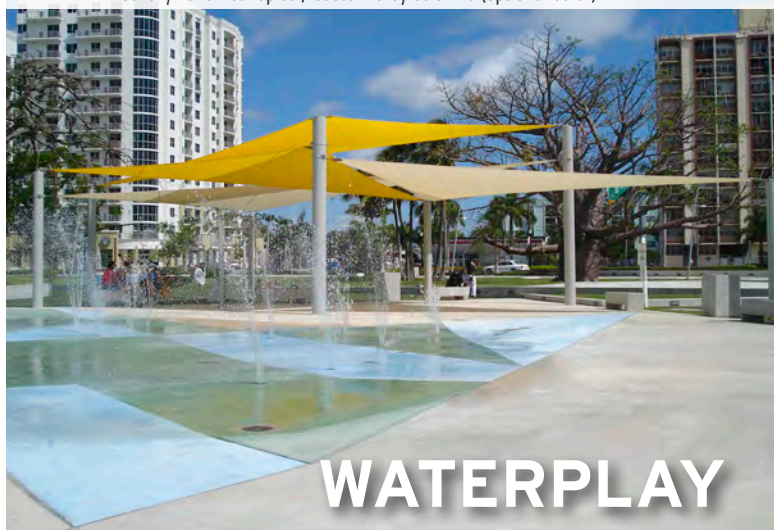


PLAYGROUNDS



POOLS

❖ **Arts Park** | City of Hollywood, Florida | Eggshell White and
Canary Yellow canopies / Custom Grey columns (optional color)



WATERPLAY

Multi-Level 'Sails'



STAGE / AMPHITHEATER

Reilly Arts Center | Ocala Symphony Orchestra Inc. • Ocala, Florida | Silver Grey and Navy Blue canopies / Jet Black frame



PLAYGROUNDS

Council Road Baptist Church | Bethany, Oklahoma | Forest Green and Desert Sand canopies / Coffee Brown frame



SEATING & CONCESSIONS

Mill Creek Elementary School (above and right) | St. John's County School District • St. Augustine, Florida | Desert Sand and Eggshell White canopies / Custom 'Burnt Red' frame (optional color)

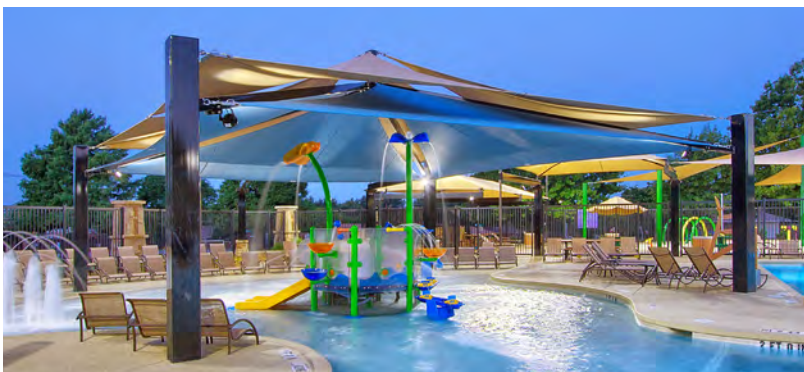


MULTI-LEVEL 'SAILS' go beyond even our normal 'Sails' for multiple layers of imaginative sun protection. They still feature stainless steel connections and hardware for long life, but additionally include a powder-coated steel framework to support an intricate arrangement of multiple layers of fabric to visually stun as well as provide cooling shade. Our 'Sails' systems are equally attractive and functional for shade cover over spectator seating areas, picnic courts, outdoor amphitheaters, sports fields, concessions, or any other outdoor gathering area where protection is needed from the sun's harmful U.V. rays for children and adults.

Available in a virtually unlimited range of custom sizes and shapes



Cane Island Recreation Center | Katy, Texas |
Eggshell White and Desert Sand canopies / Latte Tan frame



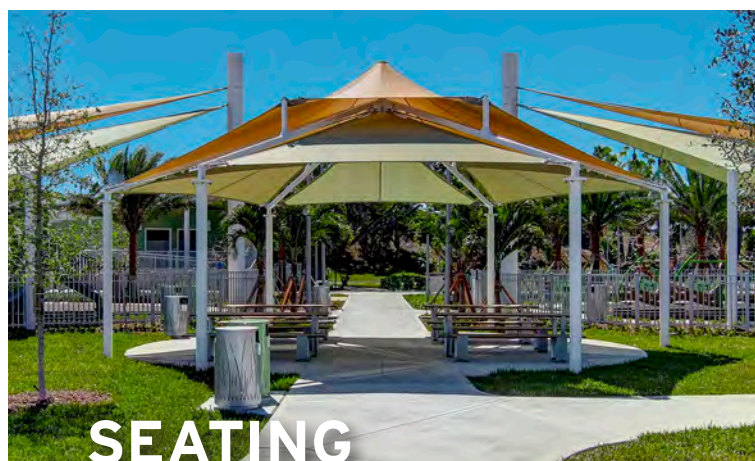
Dove Park (above and below) | City of Grapevine, Texas |
Aquatic Blue and Desert Sand canopies / Jet Black frame

POOLS / WATERPARKS



FITNESS AREAS

North Trail Park | Miami-Dade County Parks • Miami, Florida |
Eggshell White and Desert Sand canopies / Evergreen frame



SEATING

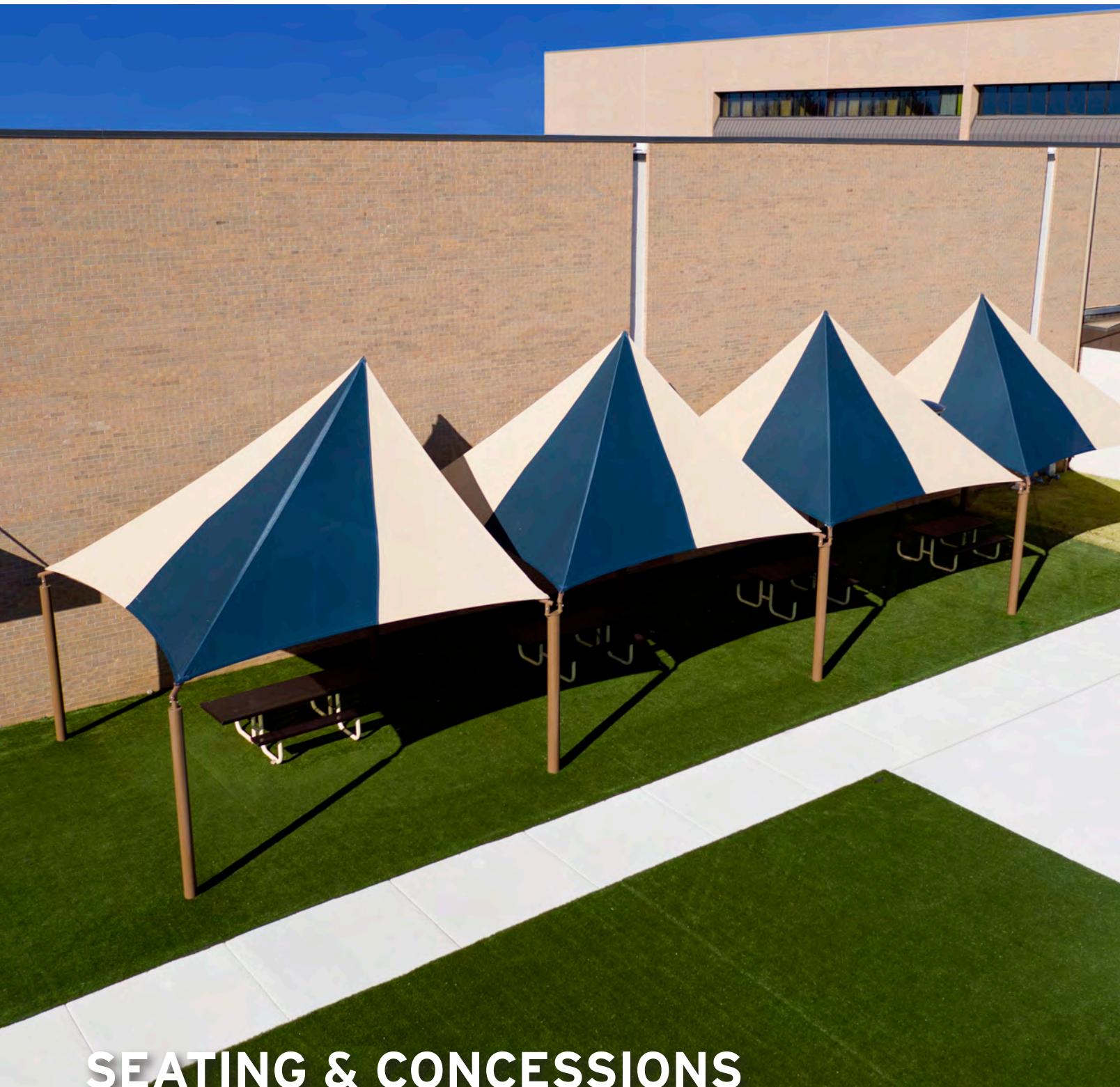
Sullivan Park | City of Deerfield Beach • Deerfield Beach, Florida |
Desert Sand and Rivergum Green canopies / Alpine White frames

MULTI-LEVEL 'SAILS' ARE PERFECT FOR:

- Playgrounds
- Pools & Waterparks
- Seating & Concessions
- Fitness Areas
- Stage/Amphitheater



Shade Kites



SEATING & CONCESSIONS

Council Road Baptist Church | Bethany, Oklahoma | Forest Green and Desert Sand canopies / Coffee Brown frame

SHADE KITES ARE PERFECT FOR:

- Pool areas
- Spraygrounds
- Playgrounds
- Any outdoor area



Available in sizes from 15' x 15' to 30' x 30'

WATERPARKS

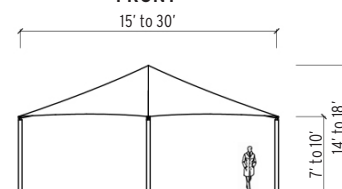


Tamiami Trail Park | Miami, Florida | Light Blue canopy / Alpine White frame | 30' x 30' x 10'/18' eave height

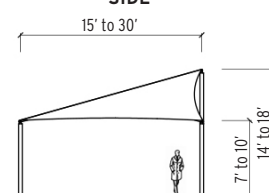
PERSPECTIVE



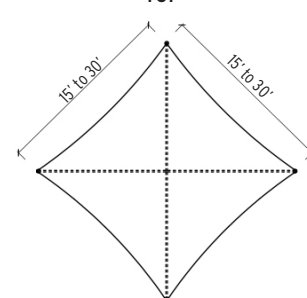
FRONT



SIDE



TOP



Named **'SHADE KITES'** for their soaring sky-bound shapes, these imaginative designs are a clever variation of our popular square frame-supported shades. With one corner post twice the height of the other three, Shade Kites offer the design flexibility of orienting them tilted toward the sun for maximum shading. Typical applications include poolside, by spraygrounds, or over traditional playground equipment. Shade Kites can be purchased as a single, or connected together in groups of two, three, four, or more.

Of course, Shade Kites come standard with our patented Turn-N-Slide™ easy canopy fastening and removal system. No other shade manufacturer offers the unique combination of such a shade system design with the Turn-N-Slide canopy removal and re-attachment feature built right in! Please refer to the Turn-N-Slide details on page 5.

Shade Kites are available in square sizes ranging from 15'x15' to 30'x30'. Post heights vary from 7'/14' to 10'/18'. All other specifications are equivalent to our regular square frame-supported shade systems.



Single Post Pyramid



POOLSIDE
Cranford Pool • Single Post Pyramid | Cranford Pool, New Jersey | optional two-tone Eggshell White & Aquatic Blue canopies / Alpine White frames



Sunset Point Park • Single Post Pyramid | City of Tamarac, Florida | Forest Green canopy / Evergreen frame

SINGLE POST PYRAMID



SINGLE POST PYRAMIDS and **OFFSET SINGLE POST PYRAMID** are cleverly engineered with just one central support post, making them ideal for smaller shaded areas.

All Single Post shade systems feature our remarkable CoolNet™ shade fabric in a variety of colors for maximum air cooling and protection from up to 99% of the sun's dangerous U.V. rays.

OFFSET SINGLE POST PYRAMID



Offset Single Post Pyramid

Single Post Pyramids are available in 7' to 10' eave heights, and sizes ranging from 8'x8' to 20'x20'. And they feature our patented Turn-N-Slide™ easy canopy fastening mechanism built right in, making removal of the canopy for the winter season or in case of severe storm a breeze! Please refer to the Turn-N-Slide details on page 5.



SEATING

Tamarac Commons Park | City of Tamarac, Florida | Desert Sand canopy / Custom Red frame



College of Central Florida | Ocala, Florida | Navy Blue canopy / Jet Black frame

Single Post Umbrella



Aiken YMCA • Single Post Umbrella | Aiken, South Carolina |
Bright Red, Canary Yellow, Aquatic Blue canopies / Alpine White frame



North Myrtle Beach Sports Park | North Myrtle Beach, South Carolina |
Rivergum Green canopy / Jet Black frame | 30' diameter x 10' eave height

Our **SINGLE POST UMBRELLA** is available in 7' and 8' eave heights, and 16' or 20' diameter sizes. (Note: Turn-N-Slide™ not available with Umbrellas.)

SINGLE AND DOUBLE POSTS ARE PERFECT FOR:

- Playground Seating Areas
- Water Parks/Pool Decks
- Picnic Areas
- Concessions

SINGLE POST UMBRELLA



Double Post Hip

Our **DOUBLE POST HIP** is engineered to provide over 300 square feet of cooling shade with only 2 support posts. Featuring a very clean design, the Double Post Hip is perfect for poolside settings or anywhere people want to relax without worrying about dangerous exposure to the sun's U.V. rays.

DOUBLE POST HIP



City of Des Moines Aquatic Complex • Double Post Hip | Des Moines, Iowa |
Bright Red canopy / Alpine White frame | 14' x 22' x 7' eave height



OUR TURN-N-SLIDE™
EASY FASTENING SYSTEM
IS BUILT RIGHT IN!



CLEAN UNDERSIDE
DESIGN MAXIMIZES
AVAILABLE
HEADROOM!

Shade Walks



BLEACHERS

Santa Ana Wellness Center | Santa Ana Pueblo, New Mexico | Lime Green canopy / Alpine White frame

Ideal for applications such as walkways, dugouts, or seating, where it is desirable to keep the support posts only to one side of the shade cover, our innovative new **SHADE WALK** designs are engineered to provide maximum shade with the fewest possible post obstructions.

Available in 15 vibrant fabric colors, the remarkable CoolNet™ canopy screens up to 99% of the sun's harmful U.V. rays, and adds architecturally pleasing color to any location. Please refer to page 36 and 37 to see fabric and metal color choices. Note that metal components are available in additional custom colors as well.

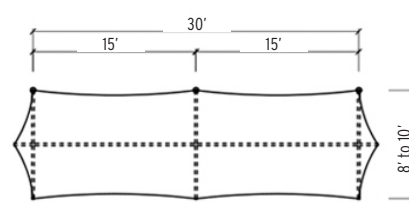
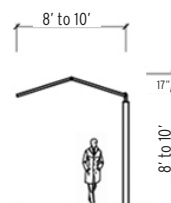
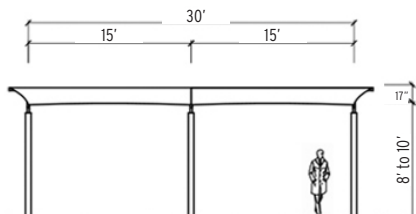
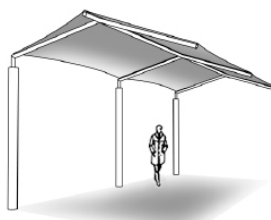
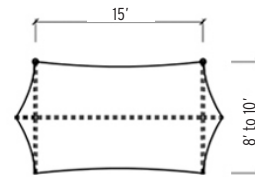
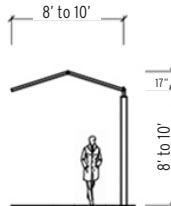
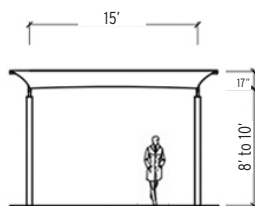
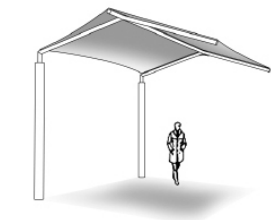


PERSPECTIVE

FRONT

SIDE

TOP

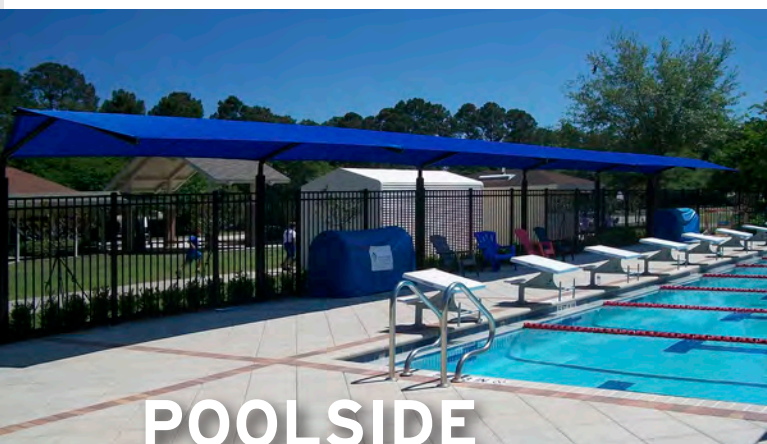




WALKWAYS

Windermere Preparatory School | Windermere, Florida | Aquatic Blue canopy / Custom Red frame

The **SHADE WALK** is available in a variety of heights, lengths, and overhangs, all featuring our patented Turn-N-Slide™ easy canopy fastening system built right in! Whether it is for the winter season or an approaching hurricane, the Turn-N-Slide makes removing and re-attaching your canopy a breeze! Please refer to the Turn-N-Slide details on page 5.



POOLSIDE

Jacksonville Country Day School | Jacksonville, Florida |
Aquatic Blue canopy / Jet Black frame



SEATING & CONCESSIONS

Jacksonville Country Day School | Jacksonville, Florida |
Forest Green canopy / Latte Tan frame

SHADE WALKS ARE PERFECT FOR:

- Pools & Waterparks
- Tennis and Shuffleboard
- Seating & Concessions
- Bleachers and Dugouts
- Parking Areas





Shade Systems Tornadoes® Make Your Site Spectacular!

Day & Night

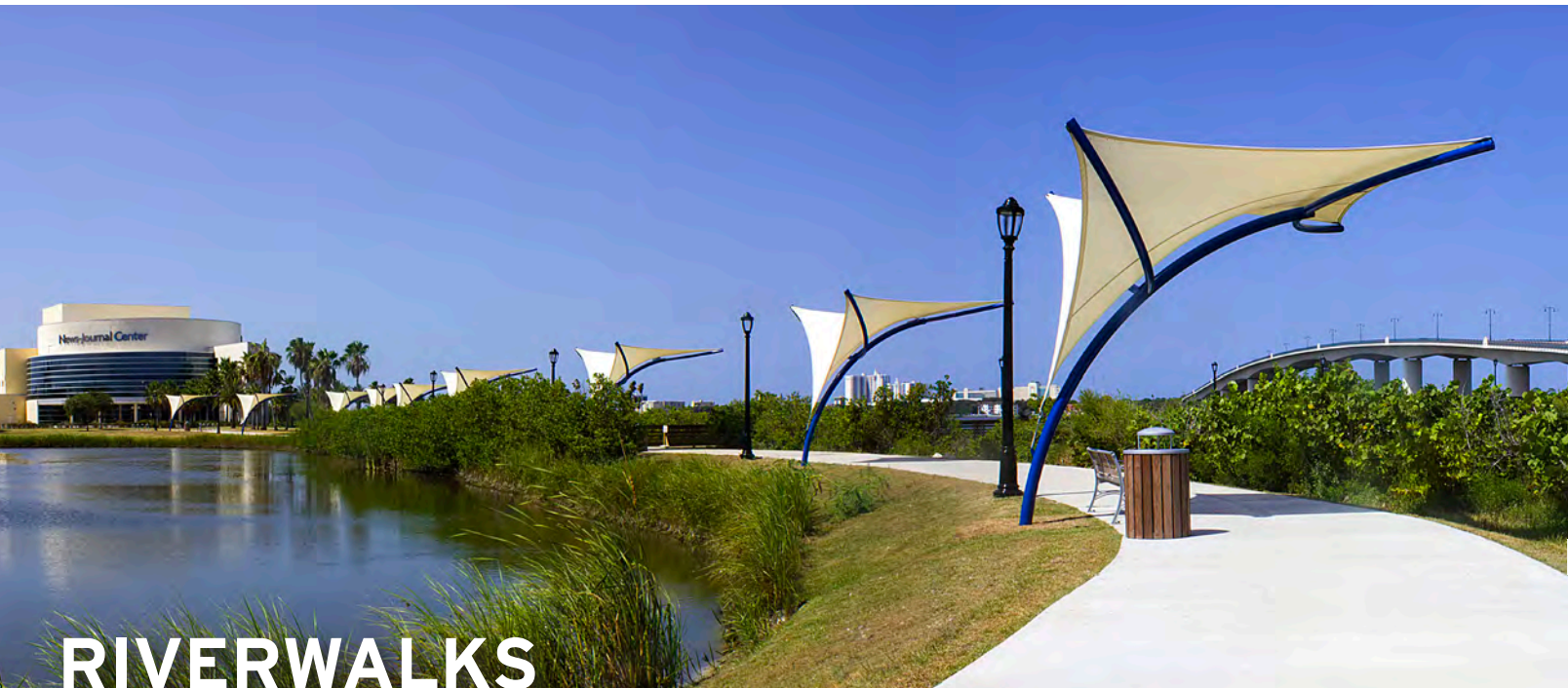




The **TORNADO®** is one of our most stunning shade structures with sculpture-like appeal across a broad spectrum of environments where shade is needed but in an aesthetically-appealing style.

Gracefully arching steel piping arms radiate outward from a curved central support column to create a 5-point tensioned shade canopy which makes a bold architectural statement about its determination to shade stylishly. Available with electrical accommodations for beautiful fabric shade structures with night lighting!





RIVERWALKS

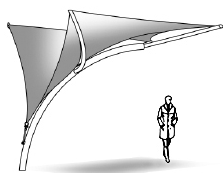
Halifax River Greenway Trail | City of Daytona Beach • Daytona Beach, Florida | Eggshell White canopy / Blue Streak frame

The **TORNADO®** is one of our most stunning shade structures with sculpture-like appeal across a broad spectrum of environments where shade is needed but in an aesthetically-appealing style.

Gracefully arching steel piping arms radiate outward from a curved central support column to create a 5-point tensioned shade canopy which makes a bold architectural statement about its determination to shade stylishly. Available with electrical accommodations for beautiful fabric shade structures with night lighting!

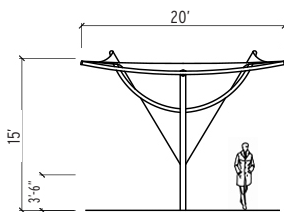


PERSPECTIVE

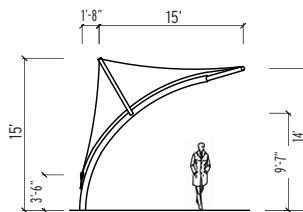


LARGE TORNADO®

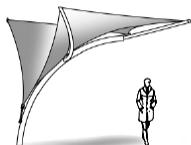
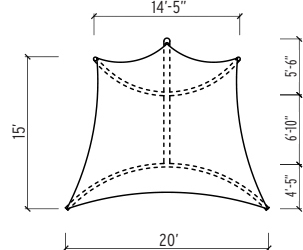
FRONT



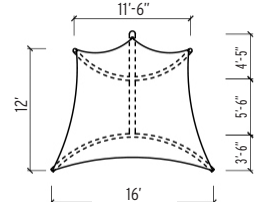
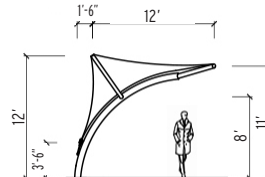
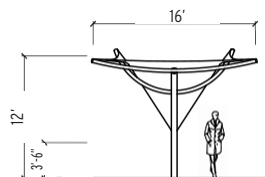
SIDE



TOP



SMALL TORNADO®





Jacksonville Riverwalk | Jacksonville, Florida | Eggshell White canopy / Jet Black frame

RESORTS



Of course, The Tornado® features our remarkable CoolNet™ shade fabric in a variety of colors for maximum air cooling and protection from up to 99% of the sun's dangerous U.V. rays. Plus, removal and re-attachment of the canopy is a breeze with our simple stainless steel fastening features built right in!



AVAILABLE WITH NIGHT LIGHTING

RESTAURANTS

Uno Pizzeria & Grill | Orlando, Florida | Eggshell White canopy / Blue Streak frame

TORNADO® SHADES ARE PERFECT FOR:

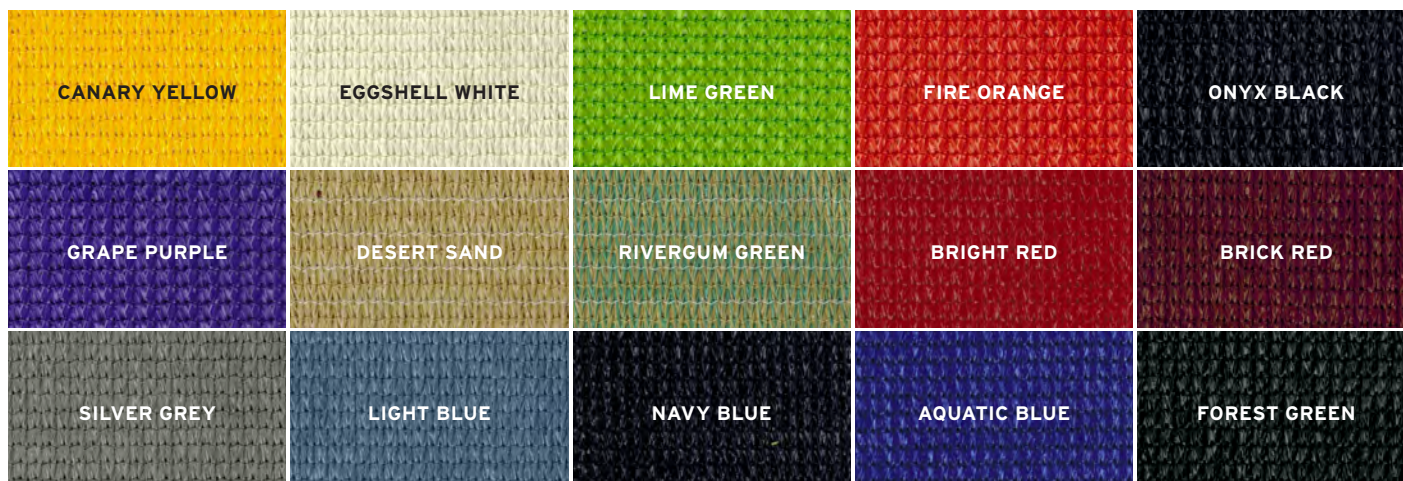
- Seating & Concessions
- Hotel & Resorts
- Restaurants



CoolnetTM Canopy Fabric Colors



COOLNETTM has been specifically developed as a very strong and durable U.V. protection fabric for use with Shade SystemsTM outdoor structures. Our canopy fabrics combine maximum sun protection with strength and durability to ensure maintenance-free exterior performance.



Color	Weight		% Shade Factor (Approx)	% UVR Block (Approx)
	(g/m ²)	(oz./s.f.)		
Canary Yellow	340	1.11	77	93
Eggshell White	340	1.11	79	95
Lime Green	400	1.33	87	94
Fire Orange	400	1.33	82	94
Onyx Black	340	1.11	97	97
Grape Purple	400	1.33	82	90
Desert Sand	340	1.11	84	95
Rivergum Green	340	1.11	86	93
Bright Red	340	1.11	81	91
Brick Red	340	1.11	95	94
Silver Grey	340	1.11	92	97
Light Blue	340	1.11	95	97
Navy Blue	340	1.11	96	99
Aquatic Blue	340	1.11	88	94
Forest Green	340	1.11	96	97

BASE MATERIAL

High-density polyethylene (HDPE), UV-stabilized.

CONSTRUCTION

Monofilament and tape knitted lock stitch construction producing a fabric that will not tear or fray if cut.

WARRANTY

10 year fabric warranty against UV degradation.

Actual canopy fabric and metal colors may vary from representations shown on these pages. Sample canopy fabric swatches and metal color chips are available upon request.

Posts Pads

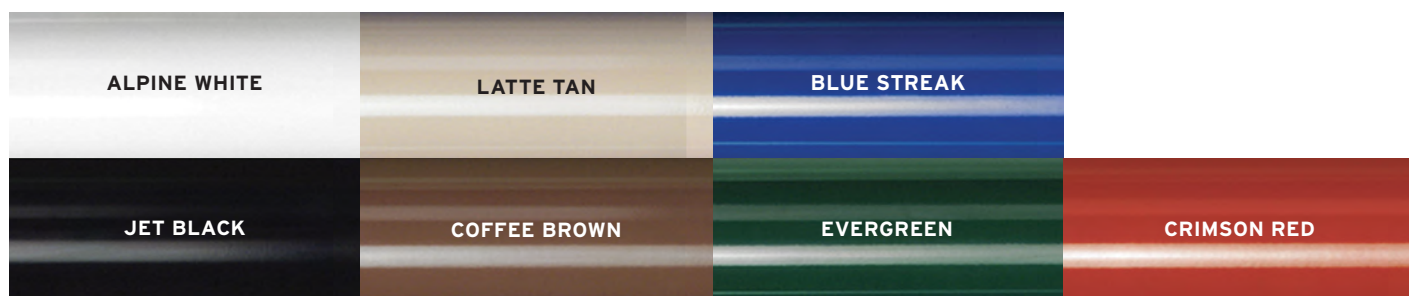


Shade Systems' protective padding is ideal for cushioning accidental bumps by young and old against our steel posts. Available in a variety of colors to match our standard powder-coat colors and sizes to fit all our structural posts, pads consist of exterior grade foam filler encased in high-gloss easy-to-clean flame-retardant vinyl. All pads are 6' high and fastened to posts with heavy-duty all weather plastic zippers.

Model Number	Post Size
P500	5"
P600	6"
P800	8"
P1000	10"



Metal Powder-Coat Colors



All steel tubing components are manufactured with a bright and durable polyester powder-coated finish. Standard powder-coat colors are shown above, with many optional custom colors available upon request.

Actual canopy fabric and metal colors may vary from representations shown on these pages. Sample canopy fabric swatches and metal color chips are available upon request.

Specifications & Warranty



General: Shade Systems™ products are designed and manufactured to the most exacting specifications by skilled craftsmen, and certified by Professional Engineers for structural soundness of designs. All Shade Systems products are shipped knocked-down, with complete assembly instructions, and ready for easy in-field installation.

Material: All materials shall be structurally sound and appropriate for safe use. Product durability shall be ensured by the use of corrosion-resistant metals such as stainless steel, and coatings such as zinc-plating, galvanizing, and powder-coating on steel parts. Fabrics used shall be treated with UV-stabilizers for longevity, and flame retardants for safety.

Weldments: All tubing members are factory-welded by Certified Welders to American Welding Society (AWS) specifications and to the highest standards of quality workmanship. Weldments are finished with a zinc-rich galvanized coating. No field welding is required in the assembly of Shade Systems products.

Posts, Structural Frame Tubing, and Hardware:

All tubing used shall be cold-formed and milled per ASTM A-135 and ASTM A-500. Material testing is in accordance with ASTM E-8. Minimum yield is 40,000 psi with a minimum tensile strength of 45,000 psi on all posts. All tubing shall be pre-cut to appropriate lengths, and all outside surfaces shall be galvanized, with an interior corrosion-resistant zinc-rich coating. Where required, support pipes shall be schedule 40 powder-coated black steel. All fastening hardware shall be stainless steel.

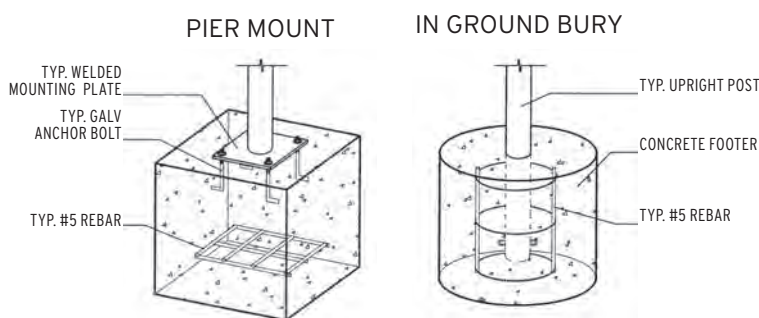
Polyester Powder Coating Process:

Where applicable, all powder-coated parts are completely cleaned and a hot zinc phosphate pretreatment with non-chromic sealer is applied. Powder-coating is then electrostatically applied and oven-cured at 375 to 425 degrees Fahrenheit. Polyester powders shall meet or exceed ASTM standards for Adhesion, Hardness, Impact, Flexibility, Overbake Resistance, and Salt Spray Resistance. Colors shall be specified.

Footing Designs:

Footings shall be designed per stringent International Building Code (IBC) for the specific structure. Columns will be provided as standard direct embedment or optional pier mount (anchoring hardware not supplied by Shade Systems). Other footing methods are available upon request.

*NOTE: Recommended footing dimensions vary by structure size, height, and local soil conditions.
Rebar shown not included.*



Roofing:

Structural frames are designed by Shade Systems for use only with CoolNet™ polyethylene knitted shade fabric canopy. Canopy is attached to frame using vinyl covered minimum 1/4" diameter stainless steel cables, pre-cut to fixed lengths with ends looped at the factory and pre-inserted into canopy hems. A separate cable is provided for each side of the structure for precision tensioning and ease of installation. Cable fasteners are zinc-plated copper for maximum corrosion resistance. Continuous one-piece cables, cables which are not independent per side and pre-looped and clamped at the factory, and/or cables which must be tensioned with the use of turnbuckles, come alongs, or tools not provided by the manufacturer are not acceptable.

Engineering Data:

Structures are engineered to meet or exceed the International Building Code (IBC) and the following specifications:

Wind speed: 150 m.p.h. (Frame only)
90 m.p.h. (Frame w/canopy)
Live Load: None
Snow Load: None

Above reflect standard engineering specifications, with optional higher wind speeds, live loads, and snow loads available upon request.



Turn-N-Slide™ Easy Fastening System:

[U.S. Patent No. 6,814,094]: Each Shade Systems frame-supported product shall include the Turn-N-Slide™ easy fastening system at ALL rafter corners. This device consists of an adjustable sleeve with welded hook and concealed internal tensioning mechanism which makes attachment, removal, and re-attachment of the CoolNet™ fabric canopy fast and easy. In case of inclement weather, winter snow, or other condition which necessitates removal and later re-attachment of the CoolNet fabric canopy, the Turn-N-Slide is used to relax the cables holding the CoolNet fabric canopy in place, facilitating removal and storage of the canopy. When the canopy is re-attached to the Turn-N-Slide hooks via its cables, they are tensioned by turning the concealed fastening mechanism in the rafter. Access to the mechanism is restricted by use of a machined aluminum cap cover secured with stainless steel vandal-resistant hex-pinned hardware. A special vandal-resistant wrench is provided to the customer with each frame-supported product for accessing the Turn-N-Slide as well as an instructional video on DVD.

'Sails' Fastening System:

CoolNet shade fabric shall be delivered complete with fastening system pre-installed. Fastening system to consist of factory-formed stainless steel tensioning plates pre-attached to fabric canopies at each corner, and cables per the above hemmed into the fabric at the factory and terminating in the bracket. Posts shall be equipped with an adjustable 360-degree swivel and pivot attachment mechanism to which the tensioning plate fastens. Tensioning plate includes a stainless steel adjustment bolt which, when turned, tensions the fabric for a taut fit. Fabrics, cables, and brackets which are not pre-assembled at the factory are not acceptable. Cables which attach to posts with u-bolts or 'S' hooks, and which do not use a stainless steel bracketing system similar to the above are not acceptable.

CoolNet™ Shade Fabric:

Knitted of monofilament and tape construction high density polyethylene with Ultra Violet (U.V.) stabilizers and flame retardant. UV-Block Factor varies by standard color offered from 91% to 99.1%.

Flammability:

CoolNet shade fabric is treated with fire retardants, and passes the requirements established under the NFPA 701 Test Method 2 test standards for flammability, including the accelerated water leaching protocol.

Nominal Thickness:	0.057 inches
Fabric Mass:	Min 340 g/m2
Light Fastness:	7-8 (Blue Wool Scale)
Weather Fastness:	4-5 (Grey Scale Test)
Tear Resistance:	Warp 210N / Weft 276N
Breaking Force:	Warp 786N / Weft 2494N
Bursting Pressure:	Mean 3500kPa
Bursting Force:	Mean 2146N

All hems and seams are double row lock stitched using exterior grade UV-stabilized polyethylene GORE™ TENARA® sewing thread (GORE™ and TENARA® are trademarks of W. L. Gore & Associates).

Warranty Information:

Shade Systems, Inc. warrants that the equipment sold will conform in kind and quality to the specifications listed in the Order Acknowledgment and will be free of defects in workmanship or materials. Shade Systems further warrants:

Limited 20 Year Warranty: on all upright posts and support structure frames against failure due to rust-through corrosion.

Limited 10 Year Warranty: on all CoolNet™ fabrics and stitching thread against degradation, cracking or material breakdown resulting from ultra-violet exposure, as well as on Turn-N-Slide fastening device. This warranty excludes failure of fabric or threads due to chemical erosion, and also excludes post pads.

Limited 1 Year Warranty: for failure of any other product or part not covered by one of the above warranties.

All above warranties commence on the date of the Seller's invoice. Please ask for a copy of our complete Limited Warranty for additional details, limitations, and other important warranty information, or go to www.shadesystemsinc.com.

Terms & Conditions:

Pricing: Prices do not include delivery and installation charges and are subject to change without notice.

Terms: To tax supported institutions and those with established credit, Net 30 days from date of invoice, 1.5% per month thereafter; freight charges are prepaid and added to invoice. To all others: payment in advance.

Taxes: Prices shown do not include any applicable taxes.

Delivery: Delivery of products is by common carrier, with truck unloading the responsibility of the customer. Should there be damages or shortages, notify carrier at once and sign the delivery receipt noting the damages or shortages. Should it be necessary, we offer the service of filing freight claims for customers. We will need the original freight bill showing the shortage or damage and the signature of the driver.



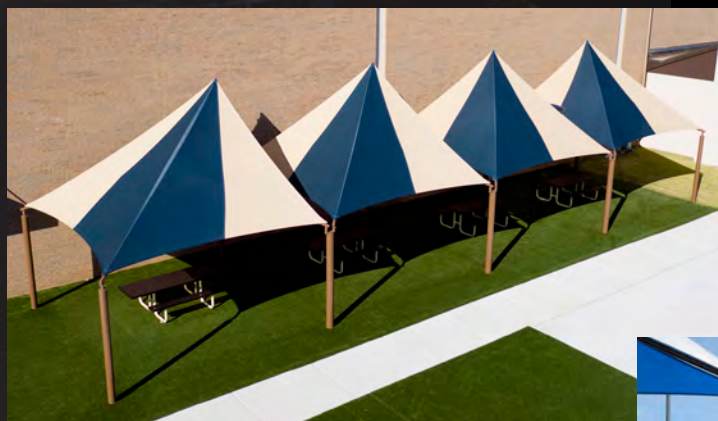
Due to continuous product development and improvement, Shade Systems reserves the right to change specifications contained herein at any time without notice.



See page 14 for more **CANTILEVERS** ☼☼



See page 24 for more **MULTI-LEVELS** ☼☼



See page 26 for more **SHADE KITES** ☼☼



See page 32 for more **TORNADO®** ☼☼



See page 6 for more **MEGA SPANS** ☼☼

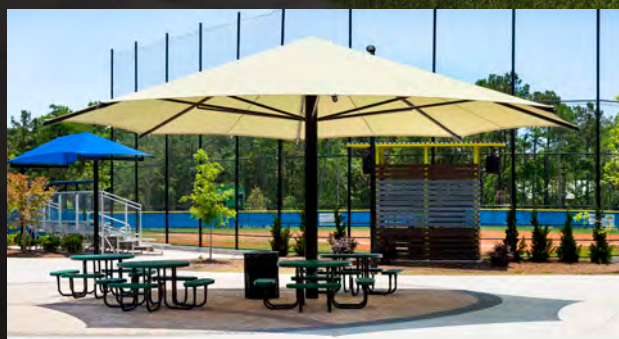


Shade Systems, Inc.
4150 S.W. 19th Street
Ocala, Florida 34474

Toll Free: 1-800-609-6066
Local: 352-237-0135
Fax: 352-237-2256

Email:
info@shadesystemsinc.com
Web:
www.shadesystemsinc.com

See page 29 for more **SINGLE POST UMBRELLAS** ☼☼





VILLAGE OF PALM SPRINGS

PRELIMINARY CAPITAL IMPROVEMENT PROJECT DETAIL

TASK # 286

Project Name: Lakewood Gardens Park Improvements
Department: Parks & Recreation
Location: Lakewood Gardens Park

Project Manager: Justin Lucas
Date Requested: 2/27/20
Date Approved: 10/1/20

DESCRIPTION / JUSTIFICATION:

Village annexed Lakewood Gardens Park in July 2014 from Palm Beach County. The existing park amenities remain the same as when it was acquired. Staff applied for and was awarded a Land Water Conservation Fund Grant in the amount of \$400,000 (50-50 matching grant). Future amenities proposed include playground replacement, surfacing, shade, landscaping, resurface basketball court, upgrade volleyball court, picnic facility replacement, water fountain, trash cans and enhance the walking path. Survey and engineering was completed as part of LWCF Grant application. Village staff will serve as GC in order to best utilize project funding.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	6,000.00						\$ 6,000.00
Construction	394,000.00						\$ 394,000.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 400,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 400,000.00

SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY	200,000.00						\$ 200,000.00
One Cent Sales Tax Funding							\$ 0.00
Grant Funding:							
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)	200,000.00						\$ 200,000.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 400,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 206,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	(\$ 194,000.00)

Department Head

Village Manager



Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Parks & Recreation

ITEM 6.8: Approve Lakewood Gardens Park Playground Shade Structure Installation Contract (Task Order No. 286) - Piggyback - Parks and Recreation Department (FY 2021 Funded - General Fund) - Regal Contractors, Inc.

SUMMARY:

The Parks and Recreation Department has identified a need to purchase a shade structure to provide shade for the previously approved playground equipment at Lakewood Gardens Park. This type of shade structure is important for the safety of our children utilizing the playground equipment as the Florida weather limits the ability for residents to utilize the playground equipment in the heat of the day, including the summer. This new structure, if approved, would contribute to ensuring a more safe and fun play space for our community.

Note: Lakewood Gardens Park was annexed into the Village in July, 2014 as an improved park with a playground installed by Palm Beach County. The park was deeded over to the Village in November 2014 as part of the Village's larger annexation process for this area of the County/Village. To ensure that the equipment within this park is safe, new playground equipment has been approved and, the purchase and installation of a new shade structure, will contribute to the renovation of this important park within the southern portion of our Village.

To ensure the lowest possible price, staff is recommending that the Village piggyback off the current Clay County Board of County Commissioners Contract awarded to Regal Contractors, Inc. This selection by Clay County Board of County Commissioners was completed through a competitive selection process - Request for Proposals (RFP) No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds (RFP No. 18/19-2 - October 23, 2018).

Through the proposed Clay County Contract, the Parks and Recreation Department was able to obtain a price of \$44,000.00, which includes the installation price allowable per the terms of the award. Per the Clay County, Florida RFP 1819-2, Regal Contractors, Inc. may charge up

to 100% of the price of the shade structure the Village is proposing to purchase from Shade Systems, Inc.

Within the FY 2021 Budget - General Fund and the Capital Improvement Plan (CIP), the Village Council approved \$400,000 for the renovation of Lakewood Gardens Park. This funding, included the \$200,000 federal grant award from the Land Water Conservation Fund (LWCF) Grant, that is expected to include the replacement and installation of new playground equipment, safety surfacing, shade coverings, renovation of volleyball and basketball courts, new and improved picnic facilities and enhanced landscaping.

If approved, the Village would accept Regal Contractors' pricing by piggybacking the Clay County Contract, including all terms, conditions and pricing therein. 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.

The Village's Purchasing Code, Section 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggybacking or accessing the goods and/or services from any State of Florida contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the Federal government); provided that the same or substantially similar goods and/or services were competitively solicited.

If approved, the proposed permitting and installation of the shade structure system would be completed in conjunction with the purchase of the approved playground equipment and is estimated to be complete within 180 days (June/July 2021) following the Notice to Proceed by the Village.

The Parks & Recreation Advisory Board considered the proposed shade structure improvement project during their October 7, 2020 and December 9, 2020 meetings and provided input on the proposed design and recommended approval.

The proposed agreement was prepared by the Village Attorney and reviewed by the Parks and Recreation Director, Public Service Director/Engineer, Assistant Public Service Director/Engineer, the Public Service Project Manager, the Assistant Village Manager/Planning, Zoning & Building Director and the Finance Director.

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

FISCAL IMPACT:

Funding to support this purchase is available within the FY 2021 Budget - General Fund.

Village Council approved \$400,000 toward improvements to Lakewood Gardens Park. The Village was awarded a Land Water Conservation Fund (LWCF) Grant to complete these park improvements. The grant includes a 50:50 matching reimbursement.

<u>Allocated/Estimated Project Funding:</u>	
FY 2021 Approved Budget - General Fund	<u>\$400,000.00</u>
TOTAL APPROVED BUDGET:	\$400,000.00

<u>Estimated/Actual Project Costs:</u>	Amount
Actual Project Cost - Lakewood Gardens Park Survey (Task Order #286) - FY 2020	\$ 5,800.00
Proposed Project Cost - Lakewood Gardens Park Shade Structure Installation (Task Order #286)	\$ 44,000.00
Proposed Project Cost - Lakewood Gardens Park Shade Structure (Task Order #286)	\$ 47,611.00
Approved Project Cost - Lakewood Gardens Park Playground Replacement (Task Order #286)	<u>\$172,103.87</u>
TOTAL EQUIPMENT PURCHASE COST:	\$

The Village will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods/services.

ATTACHMENTS:

Proposed Piggyback Agreement - Regal Contractors Inc.

Approval to Piggyback - Regal Contractors, Inc.

Clay County, Florida - Request for Proposals (RFP 1819-2) Equip & Amenities Parks & Playgrounds - March 19, 2019

Proposal - Regal Contractors, Inc.

Clay County, Florida - Request for Proposals (RFP 1819-2) - Award Notice

Clay County, Florida - Original RFP Submitted Documents - Regal Contractors, Inc.

Clay County, Florida - Request for Proposals (RFP 1819-2) - Approval

Clay County, Florida - RFP 1819-2 - Bid Tabulation

Regal Contractors, Inc. - Pricing List

Regal Contractors, Inc - Certified Installer - Shade Systems, Inc.

Proposed Lakewood Gardens Park Shade Structure - Site Plan

CIP Form -Lakewood Gardens Park Improvements

AGREEMENT FOR FOR INSTALLATION OF SHADE STRUCTURE

This Agreement for the installation of a shade structure in Park hereafter ("Agreement") is made as of the _____ day of _____, 20. , by and between the **Village of Palm Springs**, 226 Cypress Lane, Palm Springs, Florida 33416-0075, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and Regal Contractors, Inc., PO Box 20075, West Palm Beach, Florida 34474, , a corporation authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE wishes to engage the VENDOR for the installation of a new shade structure for the Lakewood Gardens Park; and,

WHEREAS, Clay County, Florida, through its competitive selection process awarded a contract for Various Equipment and Amenities for Parks and Playgrounds (RFP # 18/19-2)) (hereafter, "Clay County Contract") to the VENDOR which included substantially the services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for installation of a new shade structure in Lakewood Gardens Park based on the pricing and terms and conditions of the Clay County Contract; and,

WHEREAS, the VILLAGE desires to accept VENDOR's pricing by piggy-backing the Clay County 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. Clay County Contract. The Clay County Contract with the VENDOR 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 School Board under the Clay County Contract and all associated and applicable Contract Documents as defined therein.
3. VENDOR's Proposal. In accordance with the terms and conditions in the Clay County Contract and pricing therein, the VENDOR shall provide for the installation of a new shade structure in Lakewood Gardens Park as requested by the VILLAGE. The goods and services to be provided by the VENDOR shall be commenced subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the terms of the Clay County Contract.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:



- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. Clay County Contract (including all Contract Documents as defined therein).

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 Clay County Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the amount of compensation stated in the VENDOR's proposal to the VILLAGE and shall be based on the unit prices found in the Clay County Contract, which shall be considered the "Contract price". VENDOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. Payments made to VENDOR shall not be in excess of the amount provided in an approved budget of the VILLAGE.

6. Miscellaneous Provisions.

- 6.1 The VILLAGE and VENDOR 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 VENDOR shall maintain the insurance as required in the Clay County Contract applicable to the goods and services being delivered hereunder. Said insurance will name the VILLAGE as an additional insured.
- 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 and Term: The effective date of this Contract is the date the Contract is approved by the Village Council. The term shall be the same as the current Clay County Contract. Any renewals shall be based on the renewal of the Clay County Contract.
- 6.11 Public Records: VENDOR 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 VENDOR 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 VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR 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 VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'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.

- 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 VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR 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 VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE'S Tax Exemption Number in securing such materials.



7. Indemnity and Warranty.

Shall be as set forth in the Clay County Contract.

8. Defaults; Termination of Agreement.

A. If the Village Manager deems that the VENDOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the VENDOR specifying defaults to be remedied within fifteen (15) days.

If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR; or

If after thirty (30) days the VENDOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

B. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon thirty (30) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination and any other amounts due and owing to VENDOR at the time of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

9. Public Entity Crimes.

VENDOR 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. VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Contract Documents if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

10. Fiscal Non-funding.



In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The VENDOR will be paid for all services rendered through the date of termination.

11. Scrutinized Companies.

As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, the VENDOR certifies that VENDOR and VENDOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the VENDOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the VENDOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by the VENDOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

12. E-Verify.

Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;

Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

D. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

E. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least



one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Bev Smith, Mayor

ATTEST

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

[Signatures continue on next page]



VENDOR:

REGAL CONTRACTORS, INC.

By: 

Print Name: PAUL L. MARTIN

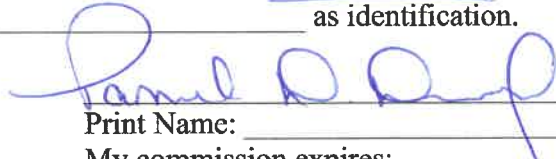
Title: PRESIDENT

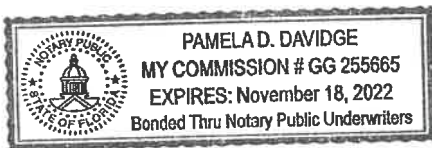
[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me this 30 day of DEC., 2020
by PAUL L. MARTIN, as PRESIDENT of Regal Contractors, 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


Print Name: _____
My commission expires: _____







REGACON-02

KKENNEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/30/2020

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 have ADDITIONAL INSURED provisions or 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 CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Eileen Kivlighn PHONE (A/C, No, Ext): (561) 868-6295 E-MAIL: Ekivlighn@callc.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Scottsdale Indemnity Co INSURER B : Progressive Insurance Group INSURER C : NorGuard Insurance Company INSURER D : Aspen Specialty Insurance Company INSURER E : INSURER F : FAX (A/C, No): (561) 427-6730 NAIC # 15580 23813 10717
INSURED Regal Contractors, Inc. 1220 SW Squire Johns Lane Palm City, FL 34990	

COVERAGES

CERTIFICATE NUMBER:

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:			CPS3942116	3/6/2020	3/6/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			004828420	3/6/2020	3/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
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/A	REWC125584	3/7/2020	3/7/2021	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater			IM00AUY20	3/6/2020	3/6/2021	Leased/Rented Equip \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is added as additional insured for general liability per CG2033 when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies in favor of the certificate holders for general liability when required by written contract. Cancellation applies as per policy terms, conditions and exclusions.

CERTIFICATE HOLDER

CANCELLATION

Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

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



Regal Contractors, Inc.

Mr. Justin Lucas
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL. 33462

December 14, 2020

RE: **Lakewood Gardens Park**
Sail Shade Structures Install

Regal Contractors Inc, a state licensed general contractor and certified installer for Shade Systems Inc, proposes to furnish the required labor to complete the following scope of work for the total sum of *Forty four thousand (\$44,000.00)* dollars. All work will be completed in a neat and first class manner and in a timely schedule. A second trip will be required to install the fabric after the seven posts are built and the fabric is measured for production.

SCOPE OF WORK

Receive and off load the shade delivery at the time of installation	\$ 400.00
Furnish and install seven post foundations using 3000 psi concrete with anchor bolts and reinforcing steel mats.	\$ 29,600.00
Install owner's Shade Systems seven posts and six sail shade fabrics	\$ 13,350.00
Dumpster	\$ 650.00

We exclude temporary fencing, offsite disposal of excavated dirt, rock excavation, sod, site clearing, irrigation, landscape, concrete slab on grade, surveyor, site plan, testing, permit fees and zoning fees. Owner to provide water, electric, access to the site for a crane, concrete truck, and Bobcat skid steer loader.

This proposal is compliant with the Clay County RFP 18/19-2 Various Equipment and Amenities for Parks and Playgrounds award to Regal Contractors Inc. and all discounts have been applied, using 100% of the discounted purchase price. You can "piggy back" off this contract for the install of the shade using the above quote for Lakewood Garden Park. The Village will have to provide the surveyor to do the layout and also provide the permit drawings and fees.

Respectfully,

Paul L. Martin, CPSI
President

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

**DUE DATE: Monday, March 18, 2019- 4:00 p.m.
OPEN DATE: Tuesday, March 19, 2019 -1:00 p.m.**



Issued By:
Clay County Board of County Commissioners
Purchasing Department

TABLE OF CONTENTS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Request for Proposal Advertisement	3-5
Request for Proposal Instructions	6-12
Specifications.....	13-17
Bid Forms	18-20
Sample Quote Sheet.....	21
Corporate Details	22
Certification Regarding Debarment.....	23
Scrutinized Companies Certification.....	24
No Bid Statement.....	25
Procedures for Bid Opening	26-37

Attachments:

Form W-9

REQUEST FOR PROPOSAL NOTICE

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, March 18, 2019, at the Clay County Administration Building, Fourth Floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, March 19, 2019 in the Clay County Administration Building, Conference Room “B”, Fourth Floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. Proposals submitted will be evaluated by the Finance and Audit Committee. The Finance and Audit Committee of the Board will present its recommendation to the Board of County Commissioners as soon thereafter as possible. At the discretion of the Board of County Commissioners or the Finance and Audit Committee, companies submitting proposals may be requested to make oral presentations as part of the evaluation process.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** to be received until 4:00 P.M., Monday, March 18, 2019. Envelopes are to be submitted in person or delivered by courier to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Department, Donna Fish by email purchasing@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE “NOTICE OF INTENT BIDS” LINK UNDER THE “BUSINESS” ROLLOVER BUTTON ON THE COUNTY’S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY’S PURCHASING POLICY, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY’S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY’S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

A person or affiliate who has been placed on the convicted bidder 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 of 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted bidder list.

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

(CLAY TODAY) For publication on: February 14, 2019

(CLAY COUNTY WEBSITE) For: February 14, 2019

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



Lorin L. Mock
Acting County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Department of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Three copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words **“RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS”** shall be clearly marked on the front and back of the envelope containing the Proposal.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, March 18, 2019 at 4:00 p.m. and will be opened on Tuesday, March 19, 2019 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room “B”, Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be “clocked” at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Purchasing Department before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this RFP must be directed to **Donna Fish** (the authorized contact person) via email at purchasing@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **March 6, 2019**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Additional Evaluation:** The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders.
8. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive formalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
9. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
10. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
11. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
12. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

13. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Department a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8 (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing Policy may be viewed at the County's website by following the appropriate links from the Homepage.
14. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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 for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of 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 Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".
15. **Debarment:** By submitting a Proposal, the Bidder certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.
16. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
17. **Scrutinized Companies Certification:** In compliance with subsection (5) of Section 287.135(5), Florida Statutes the Bidder certifies that the company is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute. The included Scrutinized Companies Certification Form must be completed and returned as part of the bid submittal.
18. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.

19. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.

20. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

21. **Insurance Requirements:** Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Department with proof of the following insurance:

a. Commercial General Liability

1. General Aggregate	\$1,000,000
2. Products and Completed Operations Aggregate	\$1,000,000
3. Personal and Advertising Injury	\$1,000,000
4. Each Occurrence	\$1,000,000
5. Fire Damage (any one fire)	\$ 50,000
6. Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, with minimum limits for all additional coverages as required by Florida law	\$1,000,000
---	-------------

c. Workers Compensation/Employers Liability

1. Workers Compensation	statutory limits
2. Employers Liability	
a. Each Accident	\$ 100,000
b. Disease-Policy	\$ 500,000
c. Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by Contract-per occurrence	\$ 1,000,000
---	--------------

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

22. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000^{.00} or less. Prior to commencement of a project exceeding \$200,000^{.00}, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) in the Public Record of Clay County, Florida, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043. The recorded Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Department, PO Box 1366, Green Cove Springs, Florida 32043. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
23. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
24. **Business Registration Requirement:** In accordance with Chapters 605-623, Florida Statutes, in order to do business in the State of Florida, corporations (and other business designations) are required to be registered and in good standing with the Department of State, Division of Corporations. To be eligible to receive a contract and/or purchase order registration must be accomplished prior to the initial posting indicating intent to award to that vendor. Failure to be registered may be cause for disqualification. Contact the Division of Corporations at (850) 245-6000. Online-filing is available at: <http://dos.myflorida.com/sunbiz>
25. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration

dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.

- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

26. **Qualification:** The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

27. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively. After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

28. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Department. To be given consideration, such requests must be received no later than **March 6, 2019.**

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, by completion of the applicable information on the Addendum, and submitting it with the Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

29. **Conflict of Interest:** The award hereunder is subject to Chapter 112, Florida Statutes. All proposers must disclose with their Proposal, any personal or organizational conflicts of interest pursuant to Section 112.313, Florida Statutes, the name of any officer, director, or agent who is also an employee of the Clay County Board of County Commissioners. Further, all proposers must disclose the name of any Clay County Board of County Commissioners employee who owns, directly or indirectly, an interest of the proposer's firm or any of its branches.

30. **Use of Contract by Other Government Agencies:** At the option of the Bidder, the use of the Contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Bidder to use this Contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

31. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
32. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.
33. At the discretion of the Board of County Commissioners any Committee contemplated herein, Vendors submitting proposals may be requested to make oral presentations as part of the evaluation process.

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS – SCOPE OF SERVICES**
(Provided by Parks and Recreation Department)

SCOPE:

The purpose of this bid invitation:

1. Establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. The County reserves the right to award to multiple bidders.
2. Establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder.
3. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid utilizing prices provided in bid response. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.
4. There is no guarantee any purchases will be made after award. Purchase orders will be issued subject to availability of funds.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designated location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog

submitted. All catalogs and/or MSRP lists shall clearly identify bidder's name, address and telephone number.

The vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted upon price changes. At renewal time Vendor may request that new manufacturers be added. County reserves the right to approve or deny this request.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their "critical height" (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling: (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, **Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.**

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

INVOICING:

Invoices may be issued once equipment, materials, and supplies are delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options. Discounts from this solicitation shall prevail for the full duration of the contract and including subsequent extensions. County reserves the right to use other available bids or contracts when in the best interest of the County.

METHOD OF ORDERING:

The County may generate a Request for Quotation, on an "as needed" basis, for park and playground equipment and/or ball field lighting together with a request for additional services required to complete that project (see attached Quote sample sheet). The County reserves the right to send such Request for Quotation to any or all awarded bidders. The Request for Quotation can define the project exactly or the Request for Quotation can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a Request for Quotation for a project, and before bidder's submission of its quotation in response to the Request for Quotation, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder(s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the Request for Quotation must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services related to the project, together with their price, shall also be listed.
- Include Catalog Name, Number and associated discount. When quoting projects where freight would be charged, those costs must be included in quote so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.
- Names of any and all subcontractors on the project. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to a Request for Quotation if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- Project Completion Date.
- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to use other available bids or contracts when in the best interest of the County.

PROMOTIONAL PRICING:

During the contract period, bidders shall extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder's job supervisor/representative shall be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions. Contractors shall be responsible for the appearance of all working personnel assigned to the project (clean and appropriately dressed at all times).

JOB COMPLETION:

Bidder/installer shall be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer shall be responsible for cleanup and removal of all debris resulting in job completion.

Bidder/installer shall be responsible for restoring the work site to its original condition at the completion of the project. This shall include re-sodding of the area affected by their work with sod which is of the same variety and quality as the surrounding sod. Where no sod exists prior to installation, the contractor shall restore grade to a level consistent with the surrounding grade.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. The bidder shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities. Bidder shall leave work site in a neat and orderly fashion at the end of each work day. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any bid, contract, or purchase order at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further purchase being made with such bidder under this Bid.

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

(MULTIPLE SHEETS CAN BE USED)

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: _____

Is there a warranty on the equipment proposed?	<u> </u>	<u> </u>
	Yes	No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

Parts Warranty Period:_____ Service Warranty Period:_____

Nearest source for parts and/or service center (s):

Name, address and phone number of the authorized service center (s):

1) _____

2) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH:
Yes No

Name of Bidder: _____

Signature _____

Title _____ Phone Number _____

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

FAX #: _____

E-MAIL: _____

Name of Person submitting Bid: _____

Title: _____

Signature: _____

Date: _____

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Form

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS**]

Name of Company:¹ _____

In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

Insert Name of Company:

(Seal)

By: _____

Its _____

¹ “Company” means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing department, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing department will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing department. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing department, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing department for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives. All staff assigned to evaluate bid and RFP responses shall do so observing all requirements of the Sunshine Law and

in meetings noticed at least 72 hours in advance thereof. The Purchasing department shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing department shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing department identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing department, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing department with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing department shall immediately record the date and time thereof. The Purchasing department shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing department shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

a. Commercial General Liability

1.	General Aggregate	\$1,000,000
2.	Products and Completed Operations Aggregate	\$1,000,000
3.	Personal and Advertising Injury	\$1,000,000
4.	Each Occurrence	\$1,000,000
5.	Fire Damage (any one fire)	\$ 50,000
6.	Medical Expense (any one person)	\$ 5,000

b. Automobile Liability

1. Any automobile-Combined bodily injury/property damage, \$1,000,000 with minimum limits for all additional coverage as required by Florida law

c. Workers Compensation/Employers Liability

1. Workers Compensation

statutory limits

2. Employers Liability

a.	Each Accident	\$ 100,000
b.	Disease-Policy	\$ 500,000
c.	Disease-Each Employee	\$ 100,000

d. Professional Liability

1. When required by contract-per occurrence

\$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming “Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear” as “Additional Insureds.” Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A “NOTICE OF INTENT TO AWARD BID” OR A “NOTICE OF REJECTION OF ALL BIDS” WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY’S WEBSITE AT: [insert County’s homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: <http://www.claycountygov.com/departments/purchasing-division/bcc-bid-tabs-current-bids-intent-bids-rejection-bids>

² As of the date on which this Purchasing Policy was adopted, the County’s homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: “FOLLOWING THE “Notice of Intent Bids” LINK UNDER THE “Business” ROLLOVER BUTTON”.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided, a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

a. The audio thereof shall be recorded electronically.

b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.

c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.

d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.

e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.

f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.

g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.

b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.

c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.

d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.

e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. *(Resolution No. 09/10-65)*

(P) **NO-CONTACT RULE:** *(Resolution No. 09/10-81)*

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



Regal Contractors, Inc.

Mr. Justin Lucas
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL. 33462

December 14, 2020

RE: **Lakewood Gardens Park**
Sail Shade Structures Install

Regal Contractors Inc, a state licensed general contractor and certified installer for Shade Systems Inc, proposes to furnish the required labor to complete the following scope of work for the total sum of *Forty four thousand (\$44,000.00)* dollars. All work will be completed in a neat and first class manner and in a timely schedule. A second trip will be required to install the fabric after the seven posts are built and the fabric is measured for production.

SCOPE OF WORK

Receive and off load the shade delivery at the time of installation	\$ 400.00
Furnish and install seven post foundations using 3000 psi concrete with anchor bolts and reinforcing steel mats.	\$ 29,600.00
Install owner's Shade Systems seven posts and six sail shade fabrics	\$ 13,350.00
Dumpster	\$ 650.00

We exclude temporary fencing, offsite disposal of excavated dirt, rock excavation, sod, site clearing, irrigation, landscape, concrete slab on grade, surveyor, site plan, testing, permit fees and zoning fees. Owner to provide water, electric, access to the site for a crane, concrete truck, and Bobcat skid steer loader.

This proposal is compliant with the Clay County RFP 18/19-2 Various Equipment and Amenities for Parks and Playgrounds award to Regal Contractors Inc. and all discounts have been applied, using 100% of the discounted purchase price. You can "piggy back" off this contract for the install of the shade using the above quote for Lakewood Garden Park. The Village will have to provide the surveyor to do the layout and also provide the permit drawings and fees.

Respectfully,

Paul L. Martin, CPSI
President

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 18/19-2, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 18/19-2 were opened on March 19, 2019. During its regular meeting on May 28, 2019, the Board rendered its decision to award RFP No. 18/19-2 to multiple companies. This notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final subject to 72 hour period for protest. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Lorin L. Mock
Acting County Manager

Date of Posting:

5/29/19

Date of Removal:

6/3/19

Time of Posting:

8:45 a.m.

Time of Removal:

8:47 a.m.

Initials:

D F

Initials:

D F



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
REGAL CONTRACTORS, INC.

Filing Information

Document Number S91630
FEI/EIN Number 65-0294151
Date Filed 11/04/1991
State FL
Status ACTIVE

Principal Address

1220 S.W. SQUIRE JOHNS LANE
PALM CITY, FL 34990

Changed: 02/02/2010

Mailing Address

P O BOX 20075
WEST PALM BEACH, FL 33416

Changed: 01/19/2012

Registered Agent Name & Address

MARTIN, PAUL L
1220 S.W. SQUIRE JOHNS LANE
PALM CITY, FL 34990

Name Changed: 02/02/2010

Address Changed: 02/02/2010

Officer/Director Detail

Name & Address

Title President, Secretary, Director, Treasurer

MARTIN, PAUL L
P. O. BOX 20075
WEST PALM BEACH, FL 33416

Title VP

Faaland, Aren D.

P O BOX 20075
WEST PALM BEACH, FL 33416

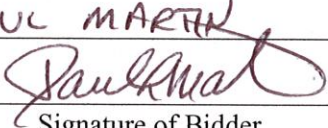
Annual Reports

Report Year	Filed Date
2017	01/09/2017
2018	01/17/2018
2019	02/18/2019

Document Images

02/18/2019 -- ANNUAL REPORT	View image in PDF format
01/17/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/26/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
01/10/2013 -- ANNUAL REPORT	View image in PDF format
01/19/2012 -- ANNUAL REPORT	View image in PDF format
01/12/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2010 -- ANNUAL REPORT	View image in PDF format
01/13/2009 -- ANNUAL REPORT	View image in PDF format
02/15/2008 -- ANNUAL REPORT	View image in PDF format
01/16/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
02/07/2005 -- ANNUAL REPORT	View image in PDF format
02/04/2004 -- ANNUAL REPORT	View image in PDF format
01/13/2003 -- ANNUAL REPORT	View image in PDF format
01/08/2002 -- ANNUAL REPORT	View image in PDF format
01/19/2001 -- ANNUAL REPORT	View image in PDF format
02/01/2000 -- ANNUAL REPORT	View image in PDF format
01/22/1999 -- ANNUAL REPORT	View image in PDF format
02/25/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format
04/10/1996 -- ANNUAL REPORT	View image in PDF format
04/24/1995 -- ANNUAL REPORT	View image in PDF format

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS

Bidder: REGAL CONTRACTORS INC
Address: 1220 SW SQUIRE JOHNS LANE
City, State and Zip: PALM CITY FL 34990
Phone: 561 906 7321 Email: regalcontractorsinc@gmail.com
Contact Name(s): PAUL MARTIN


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: LANDSCAPE STRUCTURES INC

Fixed Percentage Discount off MSRP: —

Installation (Fixed Percentage of cost after discounts of equipment): 40%

Manufacturer: SHADE SYSTEMS INC

Fixed Percentage Discount off MSRP: —

Installation (Fixed Percentage of cost after discounts of equipment): 100%

Manufacturer: PLAYCORE BRANDED PRODUCTS

Fixed Percentage Discount off MSRP: —

Installation (Fixed Percentage of cost after discounts of equipment): 45%

Manufacturer: GAMETIME

Fixed Percentage Discount off MSRP: —

Installation (Fixed Percentage of cost after discounts of equipment): 45%

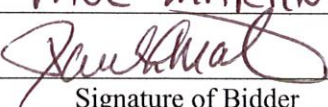
(MULTIPLE SHEETS CAN BE USED)

B
I
D
D
I
N
G

I
N
S
T
A
L
L

O
N
L
Y

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: REGAL CONTRACTORS INC
Address: 1220 SW SQUIRE JOHNS LANE
City, State and Zip: PALM CITY FL 34990
Phone: 561-906-7321 Email: regalcontractorsinc@gmail.com
Contact Name(s): PAUL MARTIN

Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: ULTRA SITE
Fixed Percentage Discount off MSRP: —
Installation (Fixed Percentage of cost after discounts of equipment): 45%
Manufacturer: PLAY WORLD SYSTEMS INC
Fixed Percentage Discount off MSRP: —
Installation (Fixed Percentage of cost after discounts of equipment): 40%
Manufacturer: GREENFIELDS OUTDOOR FITNESS
Fixed Percentage Discount off MSRP: —
Installation (Fixed Percentage of cost after discounts of equipment): 40%
Manufacturer: APOLLO SUNGUARD(SHADE) SYSTEMS INC
Fixed Percentage Discount off MSRP: —
Installation (Fixed Percentage of cost after discounts of equipment): 110%

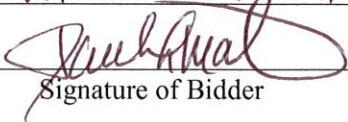
(MULTIPLE SHEETS CAN BE USED)

B
I
D
D
I
N
G

I
N
S
T
A
L
L

O
N
L
Y

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

Bidder: REGAL CONTRACTORS INC
Address: 1220 SW SQUIRE JOHNS LANE
City, State and Zip: PALM CITY FL 34990
Phone: 561.906.7321 Email: regalcontractorsinc@gmail.com
Contact Name(s): PAUL MARTIN


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer:	<u>HENDERSON RECREATION PRODUCTS</u>	
Fixed Percentage Discount off MSRP:		<u>—</u>
Installation (Fixed Percentage of cost after discounts of equipment):		<u>45%</u>
Manufacturer:	<u>RCF SHELTERS INC</u>	
Fixed Percentage Discount off MSRP:		<u>—</u>
Installation (Fixed Percentage of cost after discounts of equipment):		<u>150%</u>
Manufacturer:	<u>POLYGON BY PORTER</u>	
Fixed Percentage Discount off MSRP:		<u>—</u>
Installation (Fixed Percentage of cost after discounts of equipment):		<u>150%</u>
Manufacturer:	<u>DUMOR SITE FURNISHINGS</u>	
Fixed Percentage Discount off MSRP:		<u>—</u>
Installation (Fixed Percentage of cost after discounts of equipment):		<u>75%</u>

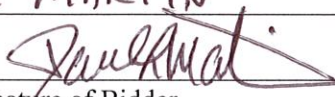
(MULTIPLE SHEETS CAN BE USED)

B
I
D
D
I
N
G

I
N
S
T
A
L
L

O
N
L
Y

BID FORM
RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS

Bidder: REGAL CONTRACTORS INC
Address: P.O. BOX 20075
City, State and Zip: WEST PALM BEACH, FL. 33416
Phone: 561-906-7321 Email: regalcontractorsinc@gmail.com
Contact Name(s): PAUL MARTIN


Signature of Bidder

*Bidder can provide additional price information related to Ball Field Lighting

MANUFACTURER CATALOGS:

Manufacturer: WAUSAU TILE
Fixed Percentage Discount off MSRP: —
Installation (Fixed Percentage of cost after discounts of equipment): 100%

Manufacturer: BALL FABRICS
Fixed Percentage Discount off MSRP: —
Installation (Fixed Percentage of cost after discounts of equipment): 110%

Manufacturer: MIRACLE RECREATION
Fixed Percentage Discount off MSRP: —
Installation (Fixed Percentage of cost after discounts of equipment): 45%

Manufacturer: PLAYPOWER LT FARMINGTON/LITTLE TIKES COMMERCIAL
Fixed Percentage Discount off MSRP: —
Installation (Fixed Percentage of cost after discounts of equipment): 45%

(MULTIPLE SHEETS CAN BE USED)

B
I
D
D
I
N
G

I
N
S
T
A
L
L

O
N
L
Y

RFP #18-19-2, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: REGAL CONTRACTORS INC
Address: 1220 SW SQUIRE JOHN'S LANE
PALM CITY FL 34990
Phone Number: 561-906-7321 561-374-0740
Contact Name: PAUL MARTIN or AREN FAALAND

Business Name: _____
Address: _____
Phone Number: _____
Contact Name: _____

Business Name: _____
Address: _____
Phone Number: _____
Contact Name: _____

Note: Upon request bidders must supply WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Installers shall have a Certified National Playground Safety Inspector (NPSI) present during installations and repairs.

(MULTIPLE SHEETS CAN BE USED)

WARRANTY INFORMATION FORM

MAKE AND MODEL OF EQUIPMENT PROPOSED: VARIOUS

Is there a warranty on the equipment proposed?

Yes

No

Does the warranty apply to **ALL** components or only part? (State Explicitly)

BIDDING INSTALL ONLY

SEE MANUFACTURER FOR ANY PRODUCT WARRANTIES.

Parts Warranty Period: N/A Service Warranty Period: 1 YEAR

Nearest source for parts and/or service center (s):

N/A

Name, address and phone number of the authorized service center (s):

1) N/A

2) _____

3) _____

Name, address and phone number of the authority issuing this warranty: (Manufacturer, Distributor, etc.)

N/A

COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HEREWITH: Yes ☒ No

Name of Bidder: REGAL CONTRACTORS INC

Signature 

Title PRESIDENT

Phone Number 561-906-7321

(MULTIPLE SHEETS CAN BE USED)

Example Request for Quotation
Various Equipment and Amenities for Parks and Playgrounds

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

Manufacturer	Item and Page Number	Quantity	MSRP Unit Price	Contract Discount	Extended Price

*When quoting projects where freight would be charged, include those costs so freight charges can appear on the purchase order. Freight charges for equipment must be pre-paid and added to the invoice.

Additional Services Required:

Description	Quantity	Unit Price	Extended Price

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

ACKNOWLEDGED
AND
REVIEWED

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

CORPORATE DETAIL

Failure to complete all fields may result in your bid being rejected as non-responsive.

COMPANY NAME: REGAL CONTRACTORS INC

ADDRESS: 1220 S.W. SQUIRE JOHNS LANE
PALM CITY, FL 34990

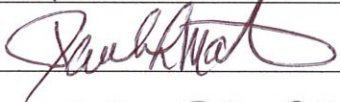
TELEPHONE: 561-906-7321

FAX #: 772-597-0451

E-MAIL: regalcontractorsinc@gmail.com

Name of Person submitting Bid: PAUL L. MARTIN

Title: PRESIDENT

Signature: 

Date: FEB. 26. 2019

ADDENDA ACKNOWLEDGMENT:

Bidder acknowledges receipt of the following addendum:

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

Addendum No. _____ Date: _____ Acknowledged by: _____

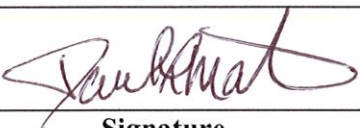
ONLY CLARIFICATION #1 IS ACKNOWLEDGED
AND IS ATTACHED TO RFP RESPONSE FORM

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

**RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**

- (1) The prospective Vendor, REGAL CONTRACTORS INC, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

REGAL CONTRACTORS INC
By: 
Signature

PAUL L. MARTIN PRESIDENT
Name and Title

1220 SW SQUIRE JOHNS LANE
Street Address

PALM CITY FL 34990
City, State, Zip

FEB. 26. 2019
Date

Scrutinized Companies Certification

[Clay County **RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND
PLAYGROUNDS**]

Name of Company:¹ REGAL CONTRACTORS INC

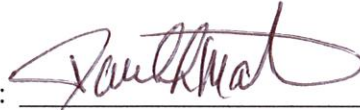
In compliance with subsection (5) of Section 287.135(5), Florida Statutes (the Statute), the undersigned hereby certifies that the company named above is not participating in a boycott of Israel as defined in subsection (1) of the Statute; is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as referred to in subsection (2) of the Statute; and does not have business operations in Cuba or Syria as defined in subsection (1) of the Statute.

(Seal)

Insert Name of Company:

REGAL CONTRACTORS INC

By:



PAUL L. MARTIN

Its PRESIDENT

¹ "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of such entities or business associations, that exists for the purpose of making profit.

“NO BID” Statement

RFP No. 18/19-2, VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of Bids to: Clay County Purchasing Department, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- ☐ Specifications are too restrictive (please explain below or attach separately)
- ☐ Unable to meet specifications
- ☐ Specifications were unclear (please explain below or attach separately)
- ☐ Insufficient time to respond
- ☐ We do not offer this product or service
- ☐ Our schedule would not permit us to perform at this time
- ☐ Unable to meet bond requirements
- ☐ Other (please explain below or attach separately)

N/A

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

Issued: 3/7/19

Clarification No. 1
RFP #18/19-2, Various Equipment And Amenities For Parks And Playgrounds

DUE DATE: Monday, March 18, 2019, 4:00 pm

OPEN DATE: Tuesday, March 19, 2019, 1:00 pm

The following clarifications are for the above bid number and title:

1. Can a company submit a bid for installation services only?

Response: Yes, companies may submit a bid for installation services only.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. REGAL CONTRACTORS INC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see Instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. P.O. BOX 20075	Requester's name and address (optional)
	6 City, state, and ZIP code WEST PALM BEACH FL 33416	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
65	0294151

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► **FEB. 25, 2019**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its Instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor ⁴
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(ii)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

This quote is provided by a **Licensed and Insured Company**, a protection for you, our customer.

Regal Contractors Inc. holds Certified General Contractor's licenses.

CGCA15079 and CGC1525745

Did you know it is actually **against the law** for a playground company to accept a contract for installation of playground equipment unless they are licensed. It's true.

Many of our competitors are not licensed contractors, and by law are only allowed to supply materials and equipment. However, they accept contracts for installation services, and then hire third-party licensed contractors. This is unlicensed contracting.

Florida Statute 489.105.(6) is very clear on the matter :

"The attempted sale of contracting services and the negotiation or bid for a contract on these services also constitutes contracting. If the services offered require licensure or agent qualification, the offering, negotiation for a bid, or attempted sale of these services requires the corresponding licensure."

We encourage you to use licensed contractors on all your upcoming installation projects. Ask for a copy of the license from the company you are contracting with. Make sure they are listed by name on the license, not a third-party contractor.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

FAALAND, AREN DONALD

REGAL CONTRACTORS, INC.
1220 SW SQUIRE JOHNS LANE
PALM CITY FL 34990

LICENSE NUMBER: CGC1525745

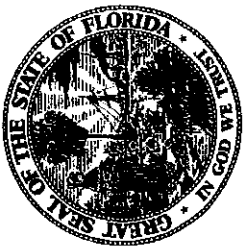
EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MARTIN, PAUL LOUIS

REGAL CONTRACTORS INC
1220 SW SQUIRE JOHNS LANE
PALM CITY FL 34990

LICENSE NUMBER: CGCA15079

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

National Recreation and Park Association

Let it be known that

PAUL MARTIN

has met the requirements of the standards set forth by the

National Certification Board

and is hereby granted certification as a

Certified Playground Safety Inspector



**Certified
Playground
Safety Inspector**

Michael Anne Lind

NATIONAL CERTIFICATION BOARD CHAIRPERSON

March 31, 2016

DATE CERTIFIED

Barbara Tuley

NRPA PRESIDENT AND CEO

34391-419

CERTIFICATION NUMBER

April 01, 2019

EXPIRATION DATE



**National Recreation
and Park Association**



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
REGAL CONTRACTORS, INC.

Filing Information

Document Number S91630
FEI/EIN Number 65-0294151
Date Filed 11/04/1991
State FL
Status ACTIVE

Principal Address

1220 S.W. SQUIRE JOHNS LANE
PALM CITY, FL 34990

Changed: 02/02/2010

Mailing Address

P O BOX 20075
WEST PALM BEACH, FL 33416

Changed: 01/19/2012

Registered Agent Name & Address

MARTIN, PAUL L
1220 S.W. SQUIRE JOHNS LANE
PALM CITY, FL 34990

Name Changed: 02/02/2010

Address Changed: 02/02/2010

Officer/Director Detail

Name & Address

Title President, Secretary, Director, Treasurer

MARTIN, PAUL L
P. O. BOX 20075
WEST PALM BEACH, FL 33416

Title VP

Faaland, Aren D.
P O BOX 20075
WEST PALM BEACH, FL 33416

Annual Reports

Report Year	Filed Date
2016	01/26/2016
2017	01/09/2017
2018	01/17/2018

Document Images

01/17/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/26/2016 -- ANNUAL REPORT	View image in PDF format
01/12/2015 -- ANNUAL REPORT	View image in PDF format
01/13/2014 -- ANNUAL REPORT	View image in PDF format
01/10/2013 -- ANNUAL REPORT	View image in PDF format
01/19/2012 -- ANNUAL REPORT	View image in PDF format
01/12/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2010 -- ANNUAL REPORT	View image in PDF format
01/13/2009 -- ANNUAL REPORT	View image in PDF format
02/15/2008 -- ANNUAL REPORT	View image in PDF format
01/16/2007 -- ANNUAL REPORT	View image in PDF format
01/23/2006 -- ANNUAL REPORT	View image in PDF format
02/07/2005 -- ANNUAL REPORT	View image in PDF format
02/04/2004 -- ANNUAL REPORT	View image in PDF format
01/13/2003 -- ANNUAL REPORT	View image in PDF format
01/08/2002 -- ANNUAL REPORT	View image in PDF format
01/19/2001 -- ANNUAL REPORT	View image in PDF format
02/01/2000 -- ANNUAL REPORT	View image in PDF format
01/22/1999 -- ANNUAL REPORT	View image in PDF format
02/25/1998 -- ANNUAL REPORT	View image in PDF format
02/27/1997 -- ANNUAL REPORT	View image in PDF format
04/10/1996 -- ANNUAL REPORT	View image in PDF format
04/24/1995 -- ANNUAL REPORT	View image in PDF format

MARTIN COUNTY
BUSINESS TAX RECEIPT

Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5604

Account 2013-513-0175 Cert CGCA15079
Phone (561)906-7321 Sic No 236115
Location 1220 SW SQUIRE JOHNS LN PC



Prev Yr	\$.00	Lic Fee	\$26.25
	\$.00	Penalty	\$.00
	\$.00	Coll-Fee	\$.00
	\$.00	Transfer	\$.00

TOTAL \$26.25

Has satisfied requirements to engage in the business, profession
or occupation of CERT. GEN CONTRACTOR

at location listed for the period beginning on the

23 Day of JULY

AND ENDING SEPTEMBER 30 2019

MARTIN, PAUL LOUIS
REGAL CONTRACTORS INC
1220 SW SQUIRE JOHNS LANE
PALM CITY, FL 34990

11 2017 53775.0001 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.



June 12, 2013

To whom it may concern:

Regal Contractors has been a Certified Installer for Landscape Structures since 1994. I have worked with Paul Martin on numerous construction projects over the years and have found their quality of work to be excellent.

Regal Contractors, Inc. is a good company to work with and I recommend their services to any interested party.

Best Regards,

A handwritten signature in black ink, appearing to read "B. Rumpza".

Brian Rumpza
Installation Specialist – CPSI
LANDSCAPE STRUCTURES INC.



This Certificate Approves Regal Contractor's Inc.

*As having met the high standards necessary to become a
Certified Installer
of equipment manufactured by Landscape Structures Inc.*

Calendar Years 2018-2020

Date

Official Validation

Deanne Lloyd

Landscape Structures Inc., 601 7th Street South, Delano, MN 55328 USA

NOTICE TO ALL –

Regal Contractors, Inc., is a licensed and certified installer for PlayCore Branded Products. They have passed their training seminar and have provided all necessary insurance certificates to be listed as a certified installer. Valid January 2019 through January 2021.

The brands and products **Regal Contractors, Inc** are certified to install include (but are not limited to) :

GameTime

GTFit

GTShade

GTImpax

PlayWorx

UltraSite

UltraPlay

UltraShelter

Bark Park

GT Grandstands

Everlast Climbing Walls

Dero Bicycle Racks



Signed and certified


Robert Dominica
President/DRP

2/1/19
Date



**Recreational
Products & Services**

10271 Deer Run Farms Road, Suite 1 • Fort Myers, FL 33966

(239) 791-2400 • (888) 886-3757 • (239) 791-2401 fax

March 13, 2019

To Whom It May Concern:

I am writing this letter to confirm that Paul Martin and his company, Regal Contractors, Inc., are authorized installers for Playmore Recreational Products and Services and our playground equipment manufacturer, Playworld Systems, Inc.

Sincerely,

Daniel C. Boop
Sales Manager

MIRACLE RECREATION EQUIPMENT COMPANY
878 HIGHWAY 60 • P.O. BOX 423
MONETT, MISSOURI 65708 USA
TOLL FREE 1-800-323-4232
PHONE 417-225-4971 • FAX 417-225-4416
www.miracle-recreation.com
email: play@miracleinc.com



MODULAR PLAYSYSTEMS • SAFETY SURFACING
INDOOR CONTAINED PLAYSYSTEMS
PICNIC TABLES, BENCHES & GRILLS • SLIDES & SWINGS
BASKETBALL GOALS, BACKSTOPS & SOCCER GOALS
SLACKERS & PLANK BENCHES
CLIMBERS, SPYING RIDERS & WHIPS
WATER SLIDES & POOL SLIDES

April 5, 2010

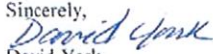
School District of Palm Beach County Purchasing Department
3300 Forest Hill Blvd, Suite A-323
West Palm Beach, FL 33406-5813

Attn: Karen Adducci, Purchasing Agent

RE: Regal Contractors, Inc

Dear Mrs. Adducci

This letter is to confirm that Regal Contractors, Inc is an authorized installer of our products.

Sincerely,

David York
East Regional Manager
Miracle Recreation
417 489 4971

PlayRec South Florida, Inc.

May 26, 2015

To: The School District of Palm Beach County, Florida
Purchasing Department

Regal Contractors, Inc. is an authorized installer for all Playpower LT Farmington (Little Tikes Commercial) products in the following counties:

Miami-Dade, Broward, and Palm Beach.

Thank You,

Connie Brown, President
PlayRec South Florida, Inc
954-520-4523
Connieb@playrecsfl.com

January 1, 2018

Re: Regal Contractor, Inc - authorized Installer

To whomever it may concern,

Regal Contractors, Inc. is a factory authorized vendor and certified installer for Greenfields Outdoor Fitness Equipment for the state of Florida; supporting all related supply and service of our products within the various counties and cities of south Florida.

Regal Contractors, Inc.
1220 SW Squire Johns Lane
Palm City FL 34990
Tel: 561 906-7321
Contact: Paul Martin
State Contractor License: CGCA 15079

This letter is valid until Dec 31, 2019, after which time an updated letter will be issued.

Please feel free to contact me directly with any inquiries concerning this issue.

Sincerely,



Sam Mendelsohn
President & CEO

GREENFIELDS
Outdoor Fitness Equipment
T: 888-315-9037
E: sam@greenfieldsfitness.com



4150 S.W. 19 Street • Ocala, FL 34474

Tel.: 352/237-0135 • TOLL-FREE: 1-800-609-6066 • FAX: 352/237-2256

E-mail: tammy@shadesystemsinc.com • Web: www.shadesystemsinc.com

May 20, 2015

This letter is formal notification that the installer:

Regal Contractors, Inc.
P.O. Box 20075
West Palm Beach, FL 33416

is certified and authorized to install the full line of Shade Systems, Inc. products in accordance with our installation specifications and instructions.

Regards,
Tammy Talbot
General Manager
Shade Systems, Inc.



January 1, 2014

To Whom It May Concern;

Please accept this letter as confirmation that Regal Contractors is an authorized certified installer for Apollo Sunguard Systems products in the State of Florida. As such, Regal Contractors is authorized to sell, install, maintain and support our full line of products, including Henderson Recreation products throughout the entire State of Florida.

Should you require any further documentation, please do not hesitate to contact me at #800-319-1010 or email me at "president @apollosunguard.com".

Sincerely,

Kevin T. Connelly
President, Apollo Sunguard Systems, Inc.
National Headquarters
4487 A Ashton Road
Sarasota, FL 34233

Apollo Sunguard Systems, Inc.
4487 A Ashton Road, Sarasota, Florida 34233
Toll Free: (800) 319-1010 Phone: (941) 925-3000 Fax: (941) 925-3001
www.apollosunguard.com



April 1, 2010

Re: Approved Installer

To Whom it may concern:

Please be advised that Regal Contractors, Inc., a licensed Florida contractor is an approved, factory certified installer for all RCP Shelters, Inc. structures.

Please call if you have any questions or additional concerns.

Sincerely,
RCP Shelters, Inc.

Robert Ritter
Vice President

RCP Shelters, Inc. • Since 1957

2100 SE Rays Way • Stuart, FL 34994 • PO Box 25 • Stuart, FL 34995-0025
Ph (772) 288-3600 • Orders (800) 525-0207 • Fax (772) 288-0207



6/30/15

Rep Services, Inc.
581 Technology Park, Suite 1009
Lake Mary, Florida 32746

To whom it may concern,

Erik Faaland is a member of Poligon's Certified Poligon Installers group. This membership has been granted through his experience from the field and upon his successful course training and completion.

Thanks,

A handwritten signature in black ink, appearing to read "TJ Molewyk". The signature is written in a cursive, stylized font.

TJ Molewyk | Technical Support/Quality Assurance Department Supervisor
P: 616.399.1963 Ext. 516
F: 616.399.9123



AUTHORIZED INSTALLER CERTIFICATION LETTER

Dealer Info: Regal Contractors, Inc.
Paul Martin
P.O. Box 20075
West Palm Beach, Florida 33416

Status: Active

Date: December 31, 2013

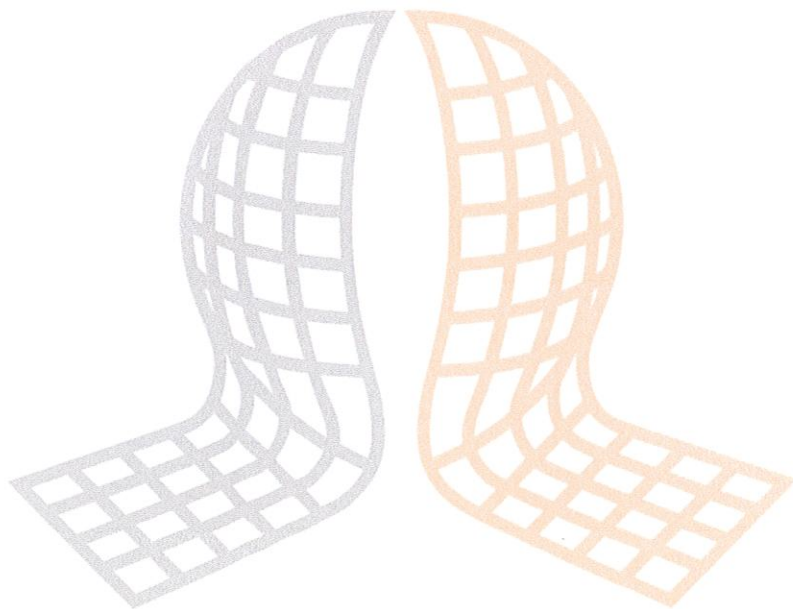
To Whom It May Concern:

This document is to confirm the above listed company is an authorized installer for Ball Fabrics, Inc and products as manufactured by Ball Fabrics.

If you need additional information please contact Larry Ball @ 866-360-1008.

Authorized By: _____

Larry Ball
Ball Fabrics, Inc.





June 26, 2015

RE: Product Installation

Regal Contractors, Inc. is authorized to install DuMor, Inc. products sold through Rep Services, Inc. in the State of Florida. Please contact me with questions.

Best Regards,

A handwritten signature in black ink, appearing to read "Eugene A. Hannon".

Vice President, Sales and Marketing



REGACON-02

KKENNEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/18/2019

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 have ADDITIONAL INSURED provisions or 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 Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Betty Austin	
	PHONE (A/C, No, Ext): (561) 868-6289	FAX (A/C, No): (561) 427-6730
INSURED Regal Contractors, Inc. 1220 SW Squire Johns Lane Palm City, FL 34990	E-MAIL ADDRESS: Baustin@callc.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Scottsdale Insurance Company	NAIC # 41297
	INSURER B: Progressive Express Ins. Co	10193
	INSURER C: NorGuard Insurance Company	23813
	INSURER D: Aspen American Insurance Company	43460
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	☒	☒	CPS2987879	03/06/2019	03/06/2020	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒	☒	004828420	03/06/2019	03/06/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							PIP \$ 10,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		☒	REWC088770	03/07/2019	03/07/2020	☒ PER STATUTE ☐ OTHER
							E.I. EACH ACCIDENT \$ 1,000,000
							E.I. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.I. DISEASE - POLICY LIMIT \$ 1,000,000
D	☒ Equipment Floater			IM00AUY19	03/06/2019	03/06/2020	Leased/Rented Equip \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP 18/19-2, Various Equipment And Amenities For Parks And Playgrounds
Certificate holder is added as additional insured for general liability per CG2033 when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies in favor of the certificate holders for general liability when required by written contract. Cancellation applies as per policy terms, conditions and exclusions.

Certificate holder has been expanded to read: Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear.

CERTIFICATE HOLDER Clay County Board of County Commissioners 477 Houston Street Green Cove Springs, FL 32043	CANCELLATION 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
--	--



REGACON-02

KKENNEDY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2019

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 have ADDITIONAL INSURED provisions or 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 Collinsworth, Alter, Lambert, LLC 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Betty Austin	
	PHONE (A/C, No, Ext): (561) 868-6289 FAX (A/C, No): (561) 427-6730	
	E-MAIL ADDRESS: Baustin@callic.com	
INSURED Regal Contractors, Inc. 1220 SW Squire Johns Lane Palm City, FL 34990	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale Insurance Company	41297
	INSURER B : Progressive Express Ins. Co	10193
	INSURER C : NorGuard Insurance Company	23813
	INSURER D : Aspen American Insurance Company	43460
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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	ADD'L SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	☒ ☒	CPS2987879	03/06/2019	03/06/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	☒ ☒	004828420	03/06/2019	03/06/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	☒	REWC088770	03/07/2019	03/07/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Equipment Floater		IM00AUY19	03/06/2019	03/06/2020	Leased/Rented Equip \$ 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: RFP 18/19-2, Various Equipment And Amenities For Parks And Playgrounds

Certificate holder is added as additional insured for general liability per CG2033 when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies in favor of the certificate holders for general liability when required by written contract. Cancellation applies as per policy terms, conditions and exclusions.

Certificate holder has been expanded to read: Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear.

CERTIFICATE HOLDER

CANCELLATION

Clay County Board of County Commissioners
477 Houston Street
Green Cove Springs, FL 32043

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



Regal Contractors, Inc.

P.O. Box 20075

West Palm Beach, FL 33416-0075

CLAY COUNTY ADM. BLDG.

FOURTH FLOOR

477 HOUSTON STREET

GREEN COVE SPRINGS, FL

32043

RECEIVED
PURCHASING DIVISION

2019 MAR 18 PM 1:28

CLAY COUNTY BOARD OF
COMMISSIONERS

Clay County Purchasing Division
477 Houston Street

PO Box 1366

Green Cove Springs, FL 32043

Receipt for Bid #: 18/19-2

Company Name: Regal

Contractors, INC.



**BOARD OF COUNTY COMMISSIONERS
MEETING MINUTES**

May 28, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
4:00 PM

INVOCATION

Commissioner Rollins

PLEDGE

Commissioner Hutchings

CALL TO ORDER

Chairman Cella called the meeting to order at 4:02 P.M.

ROLL CALL

Present: Commissioner District 1 Chairman Mike Cella
Commissioner District 5 Vice Chairman Gayward Hendry
Commissioner District 2 Commissioner Wayne Bolla
Commissioner District 3 Commissioner Diane Hutchings
Commissioner District 4 Commissioner Gavin Rollins

Absent: None

Staff Present: Acting County Manager Lorin Mock
County Attorney Courtney K. Grimm
Commission Auditor Mike Price
Chief Assistant County Attorney Fran Moss

A MOMENT IN HISTORY

Vice Chairman Hendry reported of a plane crash that killed nine service men at Thunderbolt Field, piloted by Lt. Commander Lester Key, on June 14, 1951.

ARTWORK

There was no Artwork on the agenda.

PET ADOPTIONS

Kelly Kinney, Friends of Clay County Animals, brought two kittens to the meeting and asked for help from those who may want to consider fostering kittens taken to Animal Services.

APPROVAL OF MINUTES

Commissioner Rollins moved, seconded by Commissioner Hutchings, and carried 5-0, to approve the minutes for the May 14, 2019 and May 20, 2019 BCC meetings.

1. May 14, 2019 BCC Minutes
2. May 20, 2019 BCC Special Meeting Minutes

PUBLIC COMMENTS

No public comments were received.

CONSENT AGENDA

Commissioner Rollins moved, seconded by Commissioner Bolla, and carried 5-0, to approve the Consent Agenda as presented.

3. Finance Business
The Finance Department business is submitted to request approval and ratification by the Board for various warrants and disbursements in order to meet the requirements of Ch. 136.06 (1), FI Statute. Acceptance and disposal of various Board property and various documents are submitted for the Board's information. At times, approval is requested for various finance related issues.
4. Finance & Audit Committee Business
Approval of the Finance & Audit Committee Minutes of May 21, 2019.
5. Tourist Development Council Committee Business
Approval of the March 27, 2019 Tourist Development Council Meeting Minutes.



**FINANCE AND AUDIT COMMITTEE
MEETING MINUTES**

May 21, 2019

Administration Building,
4th Floor, BCC Meeting Room, 477 Houston
Street,
Green Cove Springs, FL 32043
3:00 PM

PUBLIC COMMENTS

Chairman Hendry called the meeting to order at 3:00 P.M.

Chairman Hendry opened the public comment period.

There were no public comments to be heard.

Chairman Hendry closed the public comment period.

1. Solid Waste Collection Assessment Rate

Approval of the Solid Waste Collection Assessment rate for Fiscal Year 2019-2020. This rate will be used in the preparation of the Solid Waste Collection Assessment Roll and included in the notice to affected property owners for the upcoming year. Funding Source: Revenue (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, to pull for full Board discussion at the May 28th BCC meeting.

2. Bid #18/19-17, Household Hazardous Waste Buildings

Approval to post notice of intent and award Bid #18/19-17, Household Hazardous Waste Buildings to MCC Development, Inc. at a cost of \$233,900.00. Approval will be effective after 72 hour period for protest has expired. Funding Source: 401-3802-562000 (Solid Waste Fund / Environmental Services / Buildings) (M. Towns)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

3. Florida Department of Veterans' Affairs (FDVA) Memorandum of

Agreement

Approval of the Memorandum of Agreement with the Florida Department of Veterans' Affairs, formalizing the Interlocal relationship as an authorized user of FDVA's VetraSpec technology, for a term to continue until terminated by either party. Funding Source: Not Applicable (T. Nagle)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

4. RFP #18/19-2, Various Equipment and Amenities for Parks and Playgrounds

Approval to post notice of intent and to award RFP No. 18/19-2, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies for a term of three years. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis based on discount pricing. Approval will be effective after 72 hour bid protest period has expired. Submittals are available for review in the Purchasing Department. Funding Source: 001-3201-546100 (General Fund - Parks & Rec - Repairs & Maint) (J. Householder)

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

5. Division of Historical Resources Grant Application for the Clay County Historical Courthouse Building Restoration Project

Approval to apply for a Department of State Historic Preservation Grant funding through the Division of Historical Resources for the Clay County Historical Courthouse Building Restoration Project. The grant requires a 50% match. The application deadline is June 1, 2019. Staff is still in the process of finalizing the grant application. (J. Householder)

James Householder, Director of Facilities & Maintenance, stated that the amount of the grant application is a total of \$300,000.00 and that the required 50% County match of \$150,000.00 is to be in the FY 19/20 County Budget.

After discussion, Commissioner Gayward Hendry moved, seconded by Commissioner Wayne Bolla, and Carried 2 - 0, approval to go before the Board on the May 28th Consent Agenda.

6. Discussion regarding Agreements related to the SWEAT Program Discussion regarding the following Agreements related to the SWEAT

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: Various Equipment and Amenities for Parks and Playgrounds

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close: 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

	Bidder	Copies	W9	Insurance	Total
1	Custom Canopies Inc.	✓	✓	✓	TBD
2	Dominica Recreation Products	✓	✓	✓	TBD
3	Rosette Equipment Company	✓	✓	✓	TBD
4	Recycled Plastic Factory LLC	✓	✓	✓	TBD
5	Playworks Playsets LLC	✓	✓	✓	TBD
6	Dynamo Industries	✓	✓	✓	TBD
7	Robertson Industries	✓	✓	✓	TBD
8	RCP Shelters	✓	✓	✓	TBD
9	Miracle Recreation/True North	✓	✓	✓	TBD
10	Newco Sports LLC	✓	✓	✓	TBD
11	Regal Contractors, Inc.	✓	✓	✓	TBD
12	Wausau Tile Inc.	✓	✓	✓	TBD
13	Musco Sports Lighting LLC	✓	✓	✓	TBD
14	Greenfield Outdoor Fitness, Inc.	✓	✓	✓	TBD
15	Miller Recreation Equipment & Design, Inc.	✓			TBD

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fisk
(BCC)

Clerk
Department Representative

BID TABULATION FORM

RFP: 18/19-2

Date: March 19, 2019

Proj: Various Equipment and Amenities for Parks and Playgrounds

Time Open: 1:00

Ad: Clay Today, February 14, 2019

Time Close: 2:12

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

Bidder	Copies	W9	Insurance	Total
1 Playmore Recreational Products	✓	✓	✓	TBD
2 Top Line Recreation	✓	✓	✓	TBD
3 Rep Services Inc.	✓	✓	.	TBD
4 Southern Recreational Inc.	✓	✓	✓	TBD
5 Bliss Products & Services Inc.	✓	✓	✓	TBD
6 Swartz Associates	✓	✓		TBD
7 Play Spaces Services Inc. Advanced Recreational Concepts	✓	✓	✓	TBD
8				
9				
10				
11				
12				
13				
14				
15				

Staff Assigned to tabulate bids and make recommendations:

James Householder
Name

Facilities Maintenance Director
Title

Recommendations: Staff will review the bids and present a recommendation to the Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fisk
(BCC)

[Signature]
Clerk
Department Representative

SHELTERS, SHADES & STRUCTURES							
Distributor	Manufacturer	Shelters, Shades, Structures	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Alterations & More	Fabrics for shade structures, canopies, and pads	5%	Priced Per Job	N/A	Request Quote	N/A
	CemRock	Artificial Environments	5%	Priced Per Job	www.cemrock.com	Request Quote	On Website
	G & A Manufacturing Inc.	Ramps, Stars, Gangways, Docks, Railings	5%	Priced Per Job	www.gamanufacturing.com	Request Quote	On Website
	Newsome Fence	Fencing	5%	Priced Per Job	www.newsomfence.com	Request Quote	On Website
	Outback Shelters	Shade Structures	5%	Priced Per Job	N/A	Yes	On Price Sheet
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	Priced Per Job	www.rcpshelters.com	Request Quote	On Website
	Shade America	Canopies	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Spiral Court King	Spiral Stairs	5%	Priced Per Job	www.spiralstarsofamerica.com	Request Quote	On Website
	Structural Wood Systems	Structural Glued Laminated Timber	5%	Priced Per Job	www.structuralwood.com	Request Quote	On Website
	Superior Shade	Umbrellas, Canopies, Sails	5%	Priced Per Job	Yes	Yes	In Catalog
	Superior Shelters	Shelters, Gazebos, Shades	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreation Shades	Domes, Umbrellas, Shades	5%	49%	Yes	Digital Copy	Digital Copy
	UltraShade	Shade Canopies	5%	49%	Yes	Digital Copy	Digital Copy
	Icon Shleters	Shade Shelters, Entry Ways,	5%	69%	Yes	Digital Copy	Digital Copy
	Superior Shelters	Shelters, Gazebos, Shades	5%	69%	Yes	Digital Copy	Digital Copy
	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos	5%	69%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Shades	Sails, Shades, Canopies	5%	30%	Yes	??	Yes
	SRP Shelters	Gazebos, Pavilions	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	USA Shade	Shades, Canopies	5%	N/A	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Custom Canopies, Inc (888) 776-3350 ext 1 chrs@customshadecanopies.com	Custom Canopies Inc.	Sails, Shades, Canopies	5%	Priced Per Job	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	USA Shade	Shade Canopies	5%	180%	Yes	In Catalog	Yes
	Classic Recreation Systems, Inc	Shelters,	5%	75%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
RCP Shelters, Inc (772) 288-3600 info@rcpshelters.com	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions,	15%	175%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Shade Systems Inc	Installation of Shade Structures	N/A	100%	No	No	No
	Apollo Sunguard (Shade) Systems Inc	Installation of Shade Structures	N/A	110%	No	No	No
	RCP Shelters	Installation of Shade Structures	N/A	150%	No	No	No
	Poligon by Porter	Installation of Shade Structures	N/A	150%	No	No	No
	Ball Fabrics	Installation of Shade Structures	N/A	110%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Shade Systems Inc	Shades, Sails	5%	125%	Yes	In Catalog	In Catalog
	Americana Building Products	Gazebos, Walkway Covers, Roofs	5%	100%	Yes	In Catalog	In Catalog

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Cedar Forest Products	Shelters, Bridges, Dugouts, Gazebos Installation	5%	69%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	SRP Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Ultra Shades	Sails, Shades, Canopies Installation	N/A	49%	Digital Copy	Digital Copy	Digital Copy
	Icon Shelters	Shade Shelters, Entry Ways, Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	SRP Shelters	Gazebos, Pavilions Installation	N/A	69%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	75%	No	No	No
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Skyways Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	USA Shade	Sails, Shades, Canopies	2%	75%	Yes	Yes	Yes
	Poligon/Parasol Shade	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
	Porter/Poligon Shelters	Gazebos, Shelters, Canopies	2%	75%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	USA Shade	Shade Canopies	5%	N/A	Yes	No	No
	RCP Shelters	Pavilions, Gazebos, Fabric Shades, Concessions	5%	N/A	No	No	No
	Coverworx Shelters	Pavilions, Gazebos, Shelters	5%	N/A	Yes	No	No

SITE AMENITIES & FURNISHINGS							
Distributor	Manufacturer	Site Amenities & Furnishings	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dero	Bike Racks	5%	Priced Per Job	Yes	Yes	In Catalog
	Doty & Sons Concrete	Concrete Containers, Benches, Tables	5%	Priced Per Job	www.dotyconcrete.com	Request Quote	On Website
	Forte	Plastic Fixtures, Trash Cans, ect	5%	Priced Per Job	www.forteproducts.com	Request Quote	Yes
	GT Grandstands	Bleachers	10%	Priced Per Job	Yes	Yes	On Website
	Jayhawk Plastics/FROG	Tables, Benches, Trash Cans	10%	35%	Yes	Yes	In Catalog
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	Priced Per Job	www.kaypark.com	Request Quote	On Website
	Kings River Casting	Benches, Receptacles, Tables, Bike Racks	5%	Priced Per Job	www.kingsrivercasting.com	Request Quote	On Website
	Most Dependable Fountains	Fountains	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Murdock Fountains	Fountains	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Site	Benches, Receptacles, Tables,	5%	Priced Per Job	Yes	Yes	In Catalog
	Wausau International	Banches, Tables, Trash Cans, ect	5%	Priced Per Job	www.wausaumade.com	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Superior Recreational Site Amenities	Tables, Benches, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digistal Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy
	Park Catalog Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	No	Digital Copy	Digital Copy
	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans	2%	75%	Yes	Digital Copy	Digital Copy

	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans	5%	30%	Yes	??	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	5%	30%	Yes	??	Yes
	Ultra Site	Tables, Benches, Bike Racks, Trash Cans	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Wabash Valley	Tables, Benches, Trash Cans	Tier	Priced Per Job	www.wabashvalley.com	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Recycled Plastic Factory (941) 473-1618 cgoogins@recycledplasticfactory.com	Recycled Plastic Factory	Recycled benches, tables, lumber, Parking Curbs	25%	15%	N/A	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Wausau Tile, Inc (863) 816-8070 kprecast@msn.com	Wausau Tile, Inc	Planters, Benches, Bike Racks	10%	N/A	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	MyTCoat	Tables, Benches, Bike Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Frog Furnishings	Tables Benches, Trash Cans, Kiosks	8%	35%	Yes	In Catalog	Yes
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, ect	6%	35%	Yes	In Catalog	Yes
	SiteScapes Inc.	Tables, Benches, Trash Cans, Bike Racks	5%	35%	Yes	In Catalog	Yes
	Superior Site Amenities	Tables, Benches, Bike, Racks, Trash Cans	8%	35%	Yes	In Catalog	Yes
	Vista Furnishings	Benches, Trash Cans, Bike Racks	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty

Dominica Recreation Products (800) 432-0162 robd@gametime.com	Ultrasite Furnishings	Benches, Bike Racks, Tables,	5%	30%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Wabash Valley	Tables, Benches, Trash Cans	5%	32%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Ultrasite	Site Furnishing Installation	N/A	45%	No	No	No
	Dumor Site Furnishings	Site Furnishing Installation	N/A	75%	No	No	No
	Wausau Tile, Inc	Site Furnishing Installation	N/A	100%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Premier Polysteel	Benches, Tables, Trash Cans, Bike Racks	5%	45%	Yes	In Catalog	In Catalog
	Patterson-Williams	Benches, Tables,	5%	45%	Yes	In Catalog	In Catalog
	Frog Furnishings	Benches, Tables, Trash Cans,	5%	45%	Yes	In Catalog	In Catalog
	MyTCoat	Benches, Tables, Trash Cans	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	SRP Amenities	Tables, Benches, Bike, Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Bison Ameneties	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Ultrasite Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Park Catalog/Highlands Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	N/A	N/A	Digital Copy	Digital Copy	Digital Copy

	Paris Amenities	Tables, Benches, Bike Racks, Trash Cans Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Wabash Valley	Tables, Benches, Trash Cans	2.50%	50%	Yes	In Catalog	Yes
Rep Services, Inc (407) 831-9658 nathan@repervices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Dumor Site Furnishings	Benches, Trash Cans, Bike Racks, Tables	2%	50%	Yes	Yes	Yes
	Anova Site Furnishings	Tables Benches, Trash Cans,	2%	50%	Yes	Yes	Yes
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Murdock Fountains	Water Fountains	5%	27%	Yes	No	No
	Wabash Valley	Tables, Benches, Trash Cans	5%	27%	Yes	In Catalog	In Catalog
	Recycle Design	Benches	5%	27%	Yes	No	No
	Kay Park	Bleachers, Bike Racks, Barriers, Stages, Fountains, Installation	5%	27%	Yes	No	Yes
	Madrax	Bike Lockers	5%	27%	www.madrax.com	No	No

PLAYGROUND EQUIPMENT & STRUCTURES							
Distributor	Manufacturer	Playground Equipment & Structures	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Action Play	Boarders, Ramp Systems, Mats	5%	Priced Per Job	Yes	Yes	Varies Per Product
	Bark Park	Dog Park Products	8%	35%	Yes	Yes	On Price Sheet
	Big Toys	Interactive Playgrounds	5%	42%	Yes	Yes	On Price Sheet
	Dynamo Playgrounds	Innovative Playgrounds	10%	Priced Per Job	Yes	Yes	In Catalog
	Elephant Play	Playgrounds	10%	35%	Yes	Yes	In Catalog
	Everlast Climbing	Climbing Walls, Jungle Gyms, ect	10%	Priced Per Job	Yes	Request Quote	In Catalog
	Free Note- Harmony Park	Musical Play Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Jensen Swings	Playgournd Swings, Slides	5%	Priced Per Job	www.iensenswing.com	Yes	On Price Sheet
	Play & Park Structures	Playgrounds, Play Structures, Swings	10%	42%	Yes	Yes	In Catalog
	Safety 1st Surfacing	Expand, Install, Renew, Relocate	5%	Priced Per Job	www.safetyfirstplayground.com	Request Quote	On Website
	Sportsplay	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra Play	Playground Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Playcraft Systems	Playground Equip, Tables, Benches, Bike Racks	2%	37%	Yes	Digital Copy	Digital Copy
	Dynamo Playgrounds	Innovative Playgrounds	2%	37%	Yes	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	2%	37%	Yes	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	2%	60%	www.idsculpture.com	Digital Copy	Digital Copy

	Superior Recreation Playgrounds	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Childforms	Playground Sets,	2%	37%	Yes	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	2%	37%	Yes	Digital Copy	Digital Copy
	Sportsplay	Playground Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Southern Recreation Inc (904) 387-4390 terry@southernrecreation.com	SRP Playgrounds	Playground, Fitness Equip	5%	30%	Yes	??	Yes
	Sportsplay	Playground Equipment,	5%	30%	Yes	In Catalog	Yes
	Free Note- Harmony Park	Musical Play Equipment	5%	30%	Yes	??	Yes
	Ultra Play	Playground Equip, Dog Parks	5%	30%	Yes	??	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miracle Recreation/True North (407) 883-8463 miracle@truenorthrecreation.com	Miracle/True North	Playground Equipment,	Tier System	30%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Henderson Recreation	Playground Equipment,	6%	35%	Yes	In Catalog	Yes
	Action Play	Boarders, Ramp Systems, Mats	10%	35%	Yes	In Catalog	Yes
	Big Toys	Playgrounds, Musical, Benches	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dominica Recreation Products (800) 432-0162 robd@gametime.com	GameTime	Playground Equipment,	10%	30%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 JRose20@comcast.net	Kidstuff Playstystems	Playground Equipment	18%	20%	Yes	No	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Playworld	Playground Equipment	5%	32%	Yes	No	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Dynamo Industries, Inc (613) 446-0030 ivan.hoffmann@dynamoplaygrounds.com	Dynamo Playgrounds	Playgrounds,	10%	45%	Yes	Yes	Yes
	Dynamo Playgrounds	Ropes Course	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Custom Products	5%	42%	Yes	Yes	Yes
	Dynamo Playgrounds	Nature Play	5%	42%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Landscape Structures Inc	Playground Installation	N/A	40%	No	No	No
	Playcore Branded Products	Playground Insallation	N/A	45%	No	No	No
	GameTime	Playground Installation	N/A	45%	No	No	No
	Playworld Systems Inc	Playground Installation	N/A	40%	No	No	No
	Henderson Recreation	Playground Installation	N/A	45%	No	No	No
	Miracle Recreation	Playground Installation	N/A	45%	No	No	No
	PlayPower/Little Tikes	Playground Installation	N/A	45%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	BCI Burke Company	Playground Equipment,	7%	34%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Little Tikes	Playground Equipment,	10%	40%	Yes	In Catalog	Yes

	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repervices.com	Landscape Structures Inc	Playground Equip	2%	50%	Yes	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Miracle Recreation Equip	Playground Equip	8-20%	27%	Yes	Yes	Yes
	Action Play	Boarders, Ramp Systems, Mats	5%	25%	No	No	No
	Elephant Play	Playgrounds	5%	25%	No	No	No
	Ultra Play	Playground Equip, Dog Parks	5%	27%	No	No	No
	UPC Parks	Nature Play	5%	27%	Yes	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playcraft Systems	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Dynamo Playgrounds	Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	SRP R3	Recycled Playground Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Free Note- Harmony Park	Musical Play Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	ID Sculptures	Climb and Play Structures	N/A	60%	Digital Copy	Digital Copy	Digital Copy
	Childforms	Playground Sets,	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	Ultra Play	Playground Equip, Dog Parks	N/A	37%	Digital Copy	Digital Copy	Digital Copy

SPLASH FEATURES, SKATE PARKS, OUTDOOR RECREATION							
Distributor	Manufacturer	Splash Features, Skate Parks, Outdoor Rec	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Compac Filtration	Pads, Structures, Filtration	5%	Priced Per Job	Yes	Request Quote	Priced Per Job
	Spohn Ranch/True Ride	Skate Park	5%	Priced Per Job	www.spohnranch.com	Request Quote	On Website
	Waterworks International	Architectural Fountains, SplashPads	5%	Priced Per Job	www.waterworksinternational.com	Request Quote	On Website
	Zeager	Wood Carpet, Synthetic Turf,	5%	Priced Per Job	Yes	Request Quote	On Website
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Water Splash	Splash Parks	2%	75%	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Water Splash Installation	Splash Parks	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Aquatix	Splash Pads, Water Playgrounds	2%	Included in price per SF	Yes	Yes	Yes

SPORTS & FITNESS EQUIPMENT							
Distributor	Manufacturer	Sports & Fitness Equipment	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Athletic Connection	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	In Catalog	In Catalog
	Burbank Netting	Safety Netting	5%	Priced Per Job	www.burbanksportnets.com	Yes	On Website
	Colorado Time Systems	Scoreboards	5%	Priced Per Job	Yes	Request Quote	On Website
	Electro-Mech	Scoreboards	10%	Priced Per Job	www.electro-mech.com	Yes	On Website
	Gared Sports	Team Sports, Fitness, Facilities,	10%	Priced Per Job	Yes	Yes	On Website
	GT Grandstands	Bleachers, Press Boxes, Benches	10%	Priced Per Job	Yes	Yes	On Website
	JayPro Sports	Team Sports, Fitness, Facilities,	5%	Priced Per Job	Yes	On Website	Varies Per Product
	Major Display Scoreboards	Scoreboards	5%	Priced Per Job	www.majordisplay.com	Yes	On Website
	National Recreation Systems	Bleachers, Benches	5%	Priced Per Job	Yes	Yes	In Catalog
	Pro Mats	Netting, Padding, Equipment	5%	Priced Per Job	Yes	Yes	On Website
	Sandee Sod, Inc	(Support Services)	Priced per job	Priced Per Job	N/A	Request Quote	No Website
	Sportsplay	Sports Equip	5%	Priced Per Job	Yes	Yes	In Catalog
	Ultra-Action Fitness	Fitness Parks and Equipment	5%	Priced Per Job	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Sportsplay	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Bison Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip	3%	75%	Yes	Digital Copy	Digital Copy

	JayPro Sports	Sports Equip	3%	75%	Yes	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	3%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	National Recreation Systems	Bleachers, Benches	6%	35%	Yes	In Catalog	Yes
	JayPro Sports	Team Sports, Fitness, Facilities,	6%	35%	Yes	In Catalog	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Rosette Equipment Co. (904) 271-0561 jrose20@comcast.net	Sportsplay	Sports Equip	13%	20%	No	No	??
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Greenfields Outdoor Fitness Inc (888) 315-9037 sam@greenfieldsfitness.com	Greenfields Outdoor Fitness	Outdoor Fitness Equipment	2%	Varies	Yes	Yes	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Nevco Sports, LLC (618) 664-0360 sales@nevco.com	Nevco Sports, LLC	Scoreboards	10% Minimum	Available upon Request	No	Yes	Yes
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Regal Contractors Inc (561) 906-7321 regalcontractorsinc@gmail.com	Greenfields Outdoor Fitness	Fitness Equipment Installation	N/A	40%	No	No	No
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Musco Sports Lighting LLC (800) 825-6030 musco.contracts@musco.com	Musco Sports Lighting	Sports Lighting	Prices as listed	/	No	Yes	Yes
Top Line Recreation Inc. (386) 575-8359 info@toplinerec.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Burke Fitness	Fitness Course	7%	34%	Yes	No	In Catalog
	Patterson-Williams Athletics	Sports Equip, Bleachers	5%	45%	Yes	In Catalog	In Catalog
	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Playspace Services (321) 775-0600 info@playspaceservices.com	Sportsplay	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy

	Bison Sports	Sports Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Action Fit	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Paris Outdoor Fitness	Outdoor Fitness Equip Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	JayPro Sports	Team Sports, Fitness, Facilities,	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Playcraft Systems	Fitness Equipment	N/A	37%	Digital Copy	Digital Copy	Digital Copy
	GT Grandstands	Bleachers, Press Boxes, Benches	N/A	75%	Digital Copy	Digital Copy	Digital Copy
Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Bison Sports	Sports Equip, Bleachers, Padding	5%	27%	Yes	No	Yes
	Douglas Sports	Sports Equipment	5%	27%	Yes	No	No

SURFACING							
Distributor	Manufacturer	Surfacing	Discount Allowed from MRSP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
Bliss Products (904) 751-0830 dewitt@blissproducts.com	Dura Play	Safety Surface Systems	5%	Priced Per Job	Yes	Request Quote	In Catalog
	Fibar	Playground Safety Surfaces	10%	Priced Per Job	Yes	Request Quote	On Website
	First Coast Mulch	Mulch, Erosion Control	5%	Priced Per Job	www.firstcoastmulch.com	Request Quote	On Website
	Forestry Resources	Mulches, Sod, Fertilizer, Sod	5%	Priced Per Job	www.gomulch.com	Request Quote	On Website
	Innovative Mulching	Mulch	10%	Priced Per Job	www.innovativemulching.com	Request Quote	On Website
	PlayGuard	Surfacing for Patios, Playgrounds, Play Spaces	5%	Priced Per Job	www.playguardsurfacing.com	Request Quote	On Website
	Playsafe Surfacing	Rubber Surface for playgrounds, play spaces	5%	Priced Per Job	Yes	Request Quote	On Website
	Premier Tennis Courts	Tennis Court Surfacing	5%	Priced Per Job	No Website	Request Quote	No Website
	Rubber Recycling/Playsafer	Recylced Rubber Mulch, Map	5%	Priced Per Job	Yes	Request Quote	On Website
	Sand Lock Sandbox	Sandboxes, Accessories, covers	5%	Priced Per Job	www.sandlock.com	Request Quote	On Website
	Shaw Industries	Carpet, Hardwood, Tile ect	5%	Priced Per Job	www.shawfloors.com	Request Quote	On Website
	Stewart Tennis Courts	Tennis, Bocce, Basketball, Shuffleboard Courts	Priced Per Job	Priced Per Job	www.stewarttennis.com	Request Quote	On Website
	Wood Mulch Products	Mulch	5%	Priced Per Job	www.woodmulchproducts.com	Request Quote	On Website

	Tennis Unlimited	Tennis Court Surfacing	Priced per job	Priced Per Job	N/A	Request Quote	On Website
	X-Grass	Syntheitc Turf	5%	Priced Per Job	Yes	Request Quote	On Website
Advanced Recreational Concepts (321) 775-0600 info@arcflorida.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Rubber Designs	Rubber Surface for playgrounds, play spaces	5%	5%	Yes	Digital Copy	Digital Copy
	Boiling Forest Mulch 4 You and Inovative	Mulch	5%	75%	No	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing	2%	75%	Yes	Digital Copy	Digital Copy
	Playspace Services	Installation Services	N/A	Per Discount Catalog	Yes	Digital Copy	Digital Copy
Miracle Recreation/True North (407) 883-8463	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	No Fault	Rubber Surface for playgrounds, play	5%	Priced Per Job	Yes	Yes	Yes
	IMC-Nuplay	Rubber Mulch Nuggets	10%	Priced Per Job	www.imcoutdoorliving.com	Yes	Yes
Swartz Associates (813)-949-2288 mail@ParkPlayUSA.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Cowart Mulch	Engineered Wood Mulch	10%	60%	Flyer	Attached to Flyer	Yes
	International Mulch Co	Recycled Rubber Mulch,	6%	50%	Flyer	Attached to Flyer	Yes
	USA Mulch	Natural Mulch	10%	60%	Flyer	Attached to Flyer	Yes`
Playmore West, Inc (239) 791-2400 info@playmoreonline.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Playmore Surfacing	Wood, Rubber Mulch	5%	varies-see price list	Flyer	Included in Flyer	Yes

Robertson Industries, Inc/Totturf Safety Surfacing (954) 882-1366 ghaab@totturf.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Robertson Industries	Turf, Rubber Tiles, Aquatic Surfacing	10%	Included in Discount	Yes	Yes	Yes
Playspace Services (321) 775-0600 info@playspaceservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Boiling Forest Mulch 4 You and Inovative Mulch	Mulch Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Polysoft Surfacing	Recreation Surfacing Installation	N/A	75%	Digital Copy	Digital Copy	Digital Copy
	Play Space Services	Surfacing Installation	N/A	Per Discount Catalog	Yes	Yes	Yes
	Rubber Designs	Rubber Surface for playgrounds, play spaces Installation	5% or per discount catalog	5%	Digital Copy	Digital Copy	Digital Copy
Playworx Playsets LLC (386) 697-4426 Tracy@playworx.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	No Fault Safety Surfacing	Rubber Turf	2%	Included n SF Price	Flyer	No	Yes
	Shawgrass	Syntheitc Turf	2%	Included in SF Price	Flyer	No	Yes
Rep Services, Inc (407) 831-9658 nathan@repservices.com	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Vitriturf	Cushioned Flooring	2%	Included in SF Price	Yes	Yes	Yes
	No Fault	Rubber Mulch, Synthetic Turf	2%	50%	Yes	Yes	Yes
	Irvine Wood Recovery	Engineered Wood Mulch	2%	50%	Flyer	Yes	Yes
	Robertson Recreatonal Surfaces	Rubber Synthetic Turf	2%	Included in SF Price	Flyer	Yes	Yes
	Forever Lawn	Playground Grass	2%	Included in SF Price	Flyer	Yes	Yes

Miller Recreation Equipment & Design (941) 792-4580 MRECFLA@TAMPABAY.RR.COM	Manufacturer	Product	Discount Allowed from MSRP	Installation Discount	Catalog Provided	Current MSRP List Supplied	Warranty
	Fibar	Ramps, Engineered	5%	27%	Yes	No	Yes
	Foerverlawn	Sythetic Grass	5%	27%	www.foerverlawn.com	No	No
	No Fault	Playground and Athletic Surfaces	5%	N/A	Yes	No	No



4150 S.W. 19 Street • Ocala, FL 34474

Tel.: 352/237-0135 • TOLL-FREE: 1-800-609-6066 • FAX: 352/237-2256

E-mail: tammy@shadesystemsinc.com • Web: www.shadesystemsinc.com

May 20, 2015

This letter is formal notification that the installer:

Regal Contractors, Inc.
P.O. Box 20075
West Palm Beach, FL 33416

is certified and authorized to install the full line of Shade Systems, Inc. products in accordance with our installation specifications and instructions.

Regards,
Tammy Talbot
General Manager
Shade Systems, Inc.



VILLAGE OF PALM SPRINGS

PRELIMINARY CAPITAL IMPROVEMENT PROJECT DETAIL

TASK # 286

Project Name: Lakewood Gardens Park Improvements
Department: Parks & Recreation
Location: Lakewood Gardens Park

Project Manager: Justin Lucas
Date Requested: 2/27/20
Date Approved: 10/1/20

DESCRIPTION / JUSTIFICATION:

Village annexed Lakewood Gardens Park in July 2014 from Palm Beach County. The existing park amenities remain the same as when it was acquired. Staff applied for and was awarded a Land Water Conservation Fund Grant in the amount of \$400,000 (50-50 matching grant). Future amenities proposed include playground replacement, surfacing, shade, landscaping, resurface basketball court, upgrade volleyball court, picnic facility replacement, water fountain, trash cans and enhance the walking path. Survey and engineering was completed as part of LWCF Grant application. Village staff will serve as GC in order to best utilize project funding.

PROJECT EXPENDITURES / FUNDING SOURCES:

PROJECT COSTS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Land/Easement Acquisition							\$ 0.00
Site Preparation (clearing,soil testing,permitting,survey)							\$ 0.00
Architectural Services							\$ 0.00
Engineering Services	6,000.00						\$ 6,000.00
Construction	394,000.00						\$ 394,000.00
Equipment							\$ 0.00
Improvement (utility, lightning)							\$ 0.00
Other (Specify)							\$ 0.00
TOTAL PROJECT COSTS	\$ 400,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 400,000.00

SOURCES OF FUNDS:	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
General Fund Revenue CY	200,000.00						\$ 200,000.00
One Cent Sales Tax Funding							\$ 0.00
Grant Funding:							
CDBG							\$ 0.00
FRDAP							\$ 0.00
PBC							\$ 0.00
Other (Specify)	200,000.00						\$ 200,000.00
W/S Enterprise Fund Revenues							\$ 0.00
Stormwater Fund Revenues							\$ 0.00
Undetermined							\$ 0.00
TOTAL PROJECT REVENUE	\$ 400,000.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 206,000.00

OPERATIONAL IMPACT

OPERATIONAL IMPACT	FY1	FY2	FY3	FY4	FY5	FY6	TOTAL
Additional Revenues							
Charges for Services							0.00
Other Revenues							0.00
Less Additional Expenditures							
New Personnel							0.00
Maintenance and Other Operating							0.00
Contracts & Leases							0.00
Net Annual Impact on Operations	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	(\$ 194,000.00)

Department Head

Village Manager



Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Public Service

ITEM 6.9: Authorize Vehicle/Heavy Equipment Purchase - Piggyback - Public Service Department (FY 2021 Budget Funded - General Fund) - Florida Sheriff's Association/Florida Association of Counties (Dobbs Equipment)

SUMMARY:

The Public Service Department has a need to purchase (replace) a backhoe-loader to support the daily operational services and activities provided by the Public Works Division to our community. To ensure the lowest possible price, staff is recommending that the Village piggyback the current Florida Sheriff's Association/Florida Association of Counties contract that was awarded to various vendors (including Dobbs Equipment, LLC). This selection by the Sheriff's Association & Florida Association of Counties was completed through a competitive selection process – Heavy Equipment (Bid #FSA20-EQU18.0 - October 1, 2020).

Note: The Village's existing 2003 loader is currently out of service due to fuel injector pump and hydraulic cylinder damages, among other deficiencies and, as a result, the Public Works Fleet Manager has deemed this important vehicle/heavy equipment to be obsolete and unsafe to operate.

Within the FY 2021 General Fund budget, the Village Council approved \$101,000 to be used for the purchase of a new Backhoe-Loader to be used within the Public Works Division. Through the Sheriff's Association & Florida Association of Counties' bid, the Public Service Department obtained the following vehicle/heavy equipment pricing:

- One (1) 2020 John Deere 310SL Standard Backhoe \$93,439.25

If approved, the Village would accept Dobbs Equipment's pricing by piggybacking the Sheriff's Association & Florida Association of Counties' contract including all terms, conditions and pricing therein. The term of the contract is set to expire on September 30, 2023. The Village

will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

Per the Village's Purchasing Code, Section 58-9, Accessing contracts of other government agencies, "The Village may award a contract by piggy-backing or accessing the goods and/or services from any state contract; contracts of any Florida political subdivision; or from any other governmental entity (other than the federal government); provided that the same or substantially similar goods and/or services were competitively solicited."

The proposed vehicle purchase was reviewed by the Village Attorney, the Public Service Director/Engineer, Assistant Public Service Director/Engineer and the Finance Director.

The Village has purchased vehicles from this vendor and they provided good service and a quality product.

FISCAL IMPACT:

Funding to support this purchase is available within the FY 2021 Budget - General Fund - Public Works.

<i>Allocated/Estimated Project Funding:</i>	
FY 2021 Approved Budget - Loader - General Fund	<u>\$101,000</u>
Total Approved Budget:	\$101,000

<i>Expected Project Cost:</i>	
Total Equipment/Vehicle Request - Front-End Wheel Loader	<u>\$93,439.25</u>
TOTAL EQUIPMENT PURCHASE COST:	\$93,439.25

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:

Proposed Agreement - Dobbs Equipment, LLC

2020 John Deere Backhoe Quote - Dobbs Equipment, LLC

Contract Terms & Conditions - FSA20 - EQU18.0

Bid Award - FSA20 - EQU18.0

Advertisement Solicitation Announcement - FSA20 - EQU18.0

AGREEMENT FOR THE PURCHASE OF HEAVY EQUIPMENT

This Agreement for the delivery and purchase of heavy equipment (hereafter, "Agreement") is made as of the _____ day of _____, 2019, 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 **Dobbs Equipment, LLC**, a company authorized to do business in the State of Florida, hereinafter referred to as the VENDOR.

RECITALS

WHEREAS, the VILLAGE is in need of a VENDOR to supply and deliver certain heavy equipment to the VILLAGE; and,

WHEREAS, the Florida Sheriff's Association through its competitive selection process awarded the Contract for the supply and delivery of heavy equipment (Contract #FSA20-EQU18.0) ("Sheriff's Association Contract" hereafter) to the VENDOR for substantially the same heavy equipment sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the VENDOR has executed this Agreement with the VILLAGE for the supply and delivery of heavy equipment based on the terms and conditions of the Sheriff's Association Contract and the pricing contained therein; and,

WHEREAS, the VILLAGE desires to accept the pricing and terms and conditions and piggyback the Sheriff's Association Contract including all terms and conditions 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. Sheriff's Association Contract. The Sheriff's Association Contract with the VENDOR 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 Florida Sheriff's Association under the Sheriff's Association Contract and all associated and applicable Contract Documents as defined therein and which shall include Contract No. FSA20-EQU18.0. VENDOR shall be afforded all rights and remedies against the VILLAGE as given to VENDOR under the Sheriff's Association Contract.
3. VENDOR's Proposal. In accordance with the terms and conditions in the Sheriff's Association Contract and pricing therein, the VENDOR shall supply and deliver heavy equipment as requested by the VILLAGE, as set forth on Exhibit "A", attached hereto and incorporated herein. The goods

to be provided by the VENDOR shall be available subsequent to the execution and approval of this Agreement by the VILLAGE in accordance with the Sheriff's Association Contract.

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

- A. All written modifications and amendments hereto;
- B. This Agreement (including all exhibits);
- C. Sheriff's Association Contract (including all Contract Documents as defined therein including the Bid documents); and,

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 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; and
- C. The Sheriff's Association Contract.

5. Compensation to VENDOR. Payments by the VILLAGE to the VENDOR under this Agreement shall not exceed the pricing stated in the VENDOR's proposal, attached hereto, and as set forth in the Sheriff's Association Contract. VENDOR 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 VENDOR 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 Insurance and Warranties: VENDOR shall maintain the insurance and warranties as required by the Sheriff's Association Contract, or as provided. Said insurance will name the VILLAGE as an additional insured.
- 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 Agreement 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 Agreement 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 Agreement is the date the Agreement is approved by the Village Council. The Agreement will terminate on the same termination date as listed in the Sheriff's Association Contract.

- 6.11 Public Records: VENDOR 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 VENDOR 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 VENDOR or keep and maintain public records required by the VILLAGE to perform the service. If the VENDOR transfers all public records to the VILLAGE upon completion of the Contract, the VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the VENDOR keeps and maintains public records upon completion of the Contract, the VENDOR 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 VENDOR 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.

- 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 Inspector General: In accordance with Palm Beach County Ordinance No. 2011-009, the VENDOR acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The VENDOR

has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

6.14 Notices: 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 Sales and Use Tax. The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Indemnification. Regardless of the coverage provided by any insurance, VENDOR shall indemnify, save harmless and defend the VILLAGE, its agents, servants or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the VENDOR, its subcontractors, agents, servants, or employees during the course of performing services or caused by the goods provided pursuant to the Sheriff's Association bid documents and subsequent contract and this Agreement.

7. Defaults; Termination of Agreement.

A. If the Village Manager deems that the VENDOR is in default for failure to supply the requested goods or has failed in any other respect to satisfactorily perform the services specified in this Agreement, the Village Manager may give written notice to the VENDOR specifying defaults to be remedied within fifteen (15) days,

B. If the VENDOR does not remedy defaults within fifteen (15) days or commence steps to remedy default to the reasonable satisfaction of the Village Manager, the VILLAGE may secure such services from another VENDOR and the VILLAGE may withhold any money due or which may become due to the VENDOR for such task related to the claimed default; or

C. If after thirty (30) days the VENDOR has not remedied defaults or commenced steps to remedy defaults to the satisfaction of the Village Manager, the VILLAGE may elect to terminate this Agreement.

D. Notwithstanding paragraph A, the VILLAGE reserves the right and may elect to terminate this Agreement, without cause, upon fifteen (15) days written notice. At such time, the VENDOR would be compensated only for the goods purchased to the date of termination. No compensation shall be paid for disengagement, wind-down or other costs incurred due to termination of this Agreement.

8. Public Entity Crimes. VENDOR 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. VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, VENDOR certifies that it is not participating in a boycott of Israel. The VILLAGE and VENDOR agree that the VILLAGE will have the right to terminate the Contract Documents if VENDOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

9. Fiscal Non-funding. In the event sufficient budgeted funds are not available for a new fiscal period, the VILLAGE shall notify the VENDOR of such occurrence and this Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the VILLAGE. The VENDOR will be paid for all services rendered through the date of termination.
10. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, the VENDOR certifies that VENDOR and VENDOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time the VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that the VENDOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a VENDOR submits a bid or proposal for a contract or before the VENDOR enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, the VENDOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by the VENDOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.
11. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the VENDOR shall:
 - A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- F. Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the VENDOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

IN WITNESS WHEREOF, the VILLAGE and VENDOR have caused this Agreement to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____
Beverly Smith, Mayor

ATTEST:

Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

VENDOR: DOBBS EQUIPMENT, LLC

By: 

Print Name: Adam J. Tschetten

Title: President

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF Hillsborough)

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 23 day of December, 2020, by Adam Tschetter as an authorized representative of the above named VENDOR.


(Signature of Notary Public-State of Florida)

Melinda Procorich
(Print, type, or stamp commissioned name of
Notary public)

Personally Known ✓ OR Produced Identification _____ Type of Identification Produced:

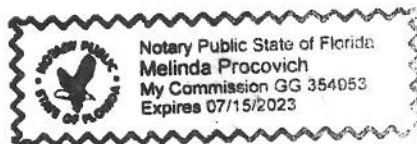


Exhibit A

DOBBS

E Q U I P M E N T

A John Deere Dealer

**FLORIDA SHERIFFS ASSOCIATION
FLORIDA ASSOCIATION OF COUNTIES
2020-2021 Contract for Vehicles and Equipment
Contract Number FSA20-EQU18.0
Spec#169 4x4 Loader Backhoe**

John Deere 310SL Cab with A/C Extend a Hoe Rear Thumb and 1.30 front bucket

October 22, 2020

Quote For: Village of Palm Springs

Base Unit:

One (1) Deere 310SL Backhoe Loader, 4X4, Canopy	\$71,750.00
24" Backhoe Bucket, Deere Two Lever Controls, 1.3 Yd Loader Bucket, Standard Backhoe	

Stated Options From Contract:

9110	Ride Control	1,392.00
6020-1	Extendible Dipperstick	5,856.00
6230-1	Auxiliary hydraulics with 1 and 2 way flow	3,207.00
9235	Hydraulic 4 tine backhoe thumb	4,046.00
5285	Pilot Joystick Rear Controls	1,816.00
9905	Rotating Strobe Beacon	412.00
9917	AM/FM/WB Radio	611.00
2035	Ultimate Enclosed Cab with Air Conditioning	10,189.00
9505	Full MFWD Driveshaft Guard	299.00
9116	Add Premium LED Light Package(all 10 lights)	737.00

Non Specified options @ 25% Discount from List:

9965	Air Suspension Seat	<u>503.00</u>
Total List Price Non-Specified Options:		503.00
Less Contract Discount of 25%:		(125.75)
Total Non Specified Options		<u>377.25</u>

Total Sheriffs Contract Price 2020-2021 **\$100,692.25**

Standard Equipment Included:

19.5L24 Rear and 12.5/80-18 Tall Front Tires
Autoshift Powershift Transmission with Limited slip front End
2 Exterior Rear View Mirrors
Front View Mirror/Grill Bumper Guards
Battery Disconnect and Jumper Lug

Made in the U.S.A.

Greg Dudek, Governmental Sales Manager
3005 Hanson Street Fort Myers, FL 33916
Phone (239) 470-0822

DOBBS

E Q U I P M E N T

A John Deere Dealer

**FLORIDA SHERIFFS ASSOCIATION
FLORIDA ASSOCIATION OF COUNTIES
2020-2021 Contract for Vehicles and Equipment
Contract Number FSA20-EQU18.0**

Spec#169 4x4 Loader Backhoe

John Deere 310SL Cab with A/C Extend a Hoe and 1.30 front bucket

October 15, 2020

Quote For: Village of Palm Springs

Base Unit:

One (1) Deere 310SL Backhoe Loader, 4X4, Canopy	\$71,750.00
24" Backhoe Bucket, Deere Two Lever Controls, 1.3 Yd Loader Bucket, Standard Backhoe	

Stated Options From Contract:

9110	Ride Control	1,392.00
6020-1	Extendible Dipperstick	5,856.00
5285	Pilot Joystick Rear Controls	1,816.00
9905	Rotating Strobe Beacon	412.00
9917	AM/FM/WB Radio	611.00
2035	Ultimate Enclosed Cab with Air Conditioning	10,189.00
9505	Full MFWD Driveshaft Guard	299.00
9116	Add Premium LED Light Package(all 10 lights)	737.00

Non Specified options @ 25% Discount from List:

9965	Air Suspension Seat	<u>503.00</u>
Total List Price Non-Specified Options:		503.00
Less Contract Discount of 25%:		(125.75)
Total Non Specified Options		<u>377.25</u>

Total Sheriffs Contract Price 2020-2021 **\$93,439.25**

Standard Equipment Included:

19.5L24 Rear and 12.5/80-18 Tall Front Tires
Autoshift Powershift Transmission with Limited slip front End
2 Exterior Rear View Mirrors
Front View Mirror/Grill Bumper Guards
Battery Disconnect and Jumper Lug

Greg Dudek, Governmental Sales Manager
3005 Hanson Street Fort Myers, FL 33916
Phone (239) 470-0822

DOBBS

E Q U I P M E N T

Made in the U.S.A.

Greg Dudek, Governmental Sales Manager
3005 Hanson Street Fort Myers, FL 33916
Phone (239) 470-0822

FSA Cooperative Purchasing Program



Contract: FSA20-VEL28.0 – Pursuit,

Administrative and Other Vehicles

Contract: FSA20-VEH18.0 – Heavy Trucks

Contract: FSA20-EQU18.0 – Heavy Equipment

(Items formerly included under “VEH” contract.)

Contract Terms and Conditions

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Table of Contents

1.0 GENERAL CONDITIONS	5
1.01 BID CORRESPONDENCE	5
1.02 PURPOSE	6
1.03 TERM OF CONTRACT	6
1.04 ESTIMATED QUANTITIES	6
1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER	6
1.06 FUNDING	7
1.07 CURRENCY	7
1.08 GENERAL DEFINITIONS	7
1.09 ELIGIBLE PURCHASERS OF CONTRACT	8
1.10 LEGAL REQUIREMENTS	9
1.11 PATENTS & ROYALTIES	9
1.12 FEDERAL AND STATE STANDARDS	9
1.13 UNDERWRITERS' LABORATORIES	10
1.14 AMERICANS WITH DISABILITIES ACT	10
1.15 REASONABLE ACCOMMODATION	10
1.16 MINORITY BUSINESS ENTERPRISE (MBE)	10
1.17 ANTI-DISCRIMINATION	10
1.18 BEST COMMERCIAL PRACTICES	10
1.19 PUBLIC ENTITY CRIMES (PEC)	10
1.20 TAX EXEMPTION	11
1.21 TAXES	11
1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT	11
1.23 COMMUNICATIONS	11
1.24 CLARIFICATION AND ADDENDA	11
1.25 SIGNED BID CONSIDERED AN OFFER	12
1.26 ASSIGNMENT OF CONTRACT	12
1.27 TERMINATION OF PRODUCT LINE	13

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.28	METHOD OF AWARD.....	13
1.29	DEMONSTRATION OF COMPETENCY	13
1.30	VENDOR ABILITY TO PERFORM	14
1.31	FINANCIAL RESPONSIBILITY	14
1.32	QUALITY AND SAFETY	14
1.33	NONCONFORMANCE	15
1.34	GRATUITIES	15
1.35	TIE BIDS	15
1.36	RIGHT TO AUDIT.....	15
1.37	LIABILITY, INSURANCE, LICENSES AND PERMITS.....	16
1.38	BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE.....	16
1.39	ELIMINATION FROM CONSIDERATION	17
1.40	COLLUSION.....	17
1.41	DEFAULT.....	17
1.42	PROTESTS AND ARBITRATION	18
1.43	NONPERFORMANCE	19
1.44	SEVERABILITY	20
1.45	TERMINATION FOR CAUSE	20
1.46	TERMINATION WITHOUT CAUSE	20
1.47	CONTRACT ADVERTISMENT AND USE OF FSA LOGO	20
2.0	BIDDER INSTRUCTIONS.....	22
2.01	BIDDER QUALIFICATIONS	22
2.02	LICENSING/FACILITIES	22
2.03	INSURANCE AND INDEMNIFICATION	22
2.04	SPECIFICATIONS	25
2.05	FIXED PRICES	25
2.06	DISCOUNTS	25
2.07	SEALED BIDS.....	25
2.08	EXCEPTIONS, OMISSION AND ERRORS.....	25
2.09	MISTAKES	26
2.10	EQUIVALENTS.....	26

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.11	MANDATORY PRE-BID MEETING.....	26
2.12	QUALIFICATION.....	27
2.13	PRICES QUOTED	27
2.14	OPTION PRICING	28
2.15	EMERGENCY LIGHTS AND SIRENS	29
2.16	SUBMITTAL OF BID.....	30
2.17	ZONE BIDDING	31
2.18	EXECUTION OF BID.....	32
2.19	MODIFICATION OR WITHDRAWALS OF BIDS	32
2.20	LATE BIDS	32
2.21	BID OPENING.....	32
2.22	DETERMINATION OF RESPONSIVENESS	32
2.23	RESPONSIBLE BIDDER CRITERIA	32
2.24	BASIS FOR AWARD	33
2.25	FIRM BID	33
2.26	BID TABULATIONS	34
2.27	MINOR IRREGULARITIES/RIGHT TO REJECT	34
2.28	CONE OF SILENCE.....	34
3.0	CONTRACT CONDITIONS	35
3.01	GENERAL REQUIREMENTS	35
3.02	STATEMENT OF AUTHORITY	35
3.03	VENDOR CONTACT INFORMATION	35
3.04	OPTION TO RENEW & PRICE ADJUSTMENT	35
3.05	ADDITIONS AND DELETIONS	36
3.06	EQUITABLE ADJUSTMENT	36
3.07	CONDITIONS.....	36
3.08	PRODUCTION CUTOFF	37
3.09	FACILITIES.....	37
3.10	SUBSTITUTIONS.....	37
3.11	POLICE RATED VEHICLES & MOTORCYCLES	37
3.12	SPECIAL SERVICE VEHICLES	38

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.13	CAB AND CHASSIS PURCHASES	38
3.14	FACTORY INSTALLED	38
3.15	VENDOR INSTALLED OPTIONS.....	39
3.16	NON-SCHEDULED OPTIONS	39
3.17	FORCE MAJEURE	39
3.18	DELIVERY TIME	39
3.19	ORDER	40
3.20	VEHICLE AND EQUIPMENT DELIVERY.....	41
3.21	INSPECTION AND ACCEPTANCE	42
3.22	REGISTRATION, TAG AND TITLE	43
3.23	INVOICING AND PAYMENTS.....	43
3.24	WARRANTY REPAIRS AND SERVICE	43
3.25	INADEQUATE SERVICE.....	43
3.26	REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS.....	44
3.27	ADMINISTRATIVE FEE	45
3.28	LIQUIDATED DAMAGES.....	46
	Appendix A	48
	Appendix B	49
	Appendix C	50
	Appendix D	51
	Appendix E	52

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.0 GENERAL CONDITIONS

1.01 BID CORRESPONDENCE

All correspondence regarding this bid should be directed to the Florida Sheriffs Association "FSA", using the information shown above. Please be sure to reference the bid number and your contact information.

The contacts for this bid are:

Ed Lanier, FSA Cooperative Purchasing Program Coordinator
E-mail: elanier@flsheriffs.org
Phone: 850-877-2165, ext. 5811
Fax: 850-878-5115

Craig Chown, FSA Cooperative Purchasing Program Manager
E-mail: cchown@flsheriffs.org
Phone: 850-877-2165, ext. 5833
Fax: 850-878-5115

Communication for this Invitation to Bid should be identified by contract number and title and directed to:

Florida Sheriffs Association
Attn: Cooperative Purchasing Program Coordinator
2617 Mahan Drive
Tallahassee, FL 32308
E-mail: CPP@flsheriffs.org

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.02 PURPOSE

The Florida Sheriffs Association invites interested Bidders, including Motor Vehicle Manufacturers and Dealers/Certified Representatives to submit responses in accordance with these solicitation documents. The FSA Cooperative Purchasing Program will conduct the solicitation process and administer the resulting contract. The purpose of this bid is to establish contracts with manufacturers and manufacturer's authorized vendors for contract terms specified under Section 1.03 for the purchase of vehicles and equipment on a "no trade-in basis."

1.03 TERM OF CONTRACT

The term for Contracts FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles and FSA20-VEH18.01 Heavy Vehicles shall remain in effect for two (2) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of these contracts begins October 1, 2020 and ends September 30, 2022.

The term for Contract FSA20-EQU18.0 Heavy Equipment shall remain in effect for three (3) years from date of contract execution by the FSA, and may be renewed by mutual agreement, at the sole option and discretion of the FSA, pursuant to the terms of Section 3.04. The initial term of this contract begins October 1, 2020 and ends September 30, 2023.

Contract extensions will only be executed when the FSA determines, based on then-existing conditions, that it is in the best interest of the FSA and the purchasers to do so.

1.04 ESTIMATED QUANTITIES

In FY 2018-19, eligible users purchased approximately 8,856 vehicles and equipment from this contract. These estimated figures are given as a guideline for bidders preparing bids.

Quantities provided do not guarantee or imply future contract sales. Neither the FSA nor any eligible user is obligated to place any order for a given amount subsequent to the award of this bid solicitation.

1.05 SHERIFF AS COUNTY CONSTITUTIONAL OFFICER

The Offices of the Sheriff in the State of Florida are constitutional offices of the State of Florida. Each has the authority either individually or collectively to execute contracts for all goods and services for the proper conduct of that office. Section 30.53, Florida Statutes, exempts the sheriffs' offices from the provisions of the Florida Statute that would otherwise require sealed and competitive bidding procedures.

It is our practice to give consideration to the prices offered, but the Office of the Sheriff is not required by law to accept the lowest priced proposal and may reject any or all of the proposals without recourse. Bidders are solely responsible for their own bid preparation costs and nothing in this solicitation in any way obligates the participating sheriffs' offices for any payment for any activity or costs incurred by any bidder in responding to this solicitation.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.06 FUNDING

In the case of certain purchasers, including state agencies, funds expended for the purposes of the contract must be appropriated by the Florida Legislature, the individual participating agency or the agency's appropriating authority for each fiscal year included within the contract period. For such agencies, their performances and obligations to pay for products or services under any resulting contract, or purchase order, are contingent upon such an annual appropriation by the Legislature, individual agency or by the appropriating authority. Therefore, any contract or purchase order with such an agency shall automatically terminate without penalty or termination costs in the event of non-appropriation.

1.07 CURRENCY

All transaction amounts, bids, quotes, provisions, payments or any part of this contract relating to currency are to be made in United States Dollar.

1.08 GENERAL DEFINITIONS

The terms used in this contract are defined as the following:

- a. Bidder: A proposer or enterprise that submits a formal offer to the FSA Cooperative Purchasing Program Administrator in accordance with the Contract Terms and Conditions.
- b. Bid System: The online forum used for the submission of electronic bids and review of bid results for the specifications connected to this Invitation to Bid. VendorLink is the software used for this bid.
- c. Dealer: A manufacture's certified representative authorized by the manufacturer to market, sell, provide, and service the vehicles/equipment for the FSA Cooperative Purchasing Program. Dealers may be vendor-owned and controlled, in whole or in part, or independently owned and controlled.
- d. Florida Sheriffs Association Cooperative Purchasing Program (FSA): The entity that administers the Invitation to bid and contract administration functions for this contract.
- e. End User: A term used to distinguish the person who ultimately uses or is intended to use a product or for whom a product is designed for use.
- f. Factory: Refers to the manufacturer produced products.
- g. Fleet Advisory Committee (FAC): An employee of a sheriff's office or other local governmental agency, or any other person who FSA identifies as subject matter expert who assists with the development of bid specifications and evaluation of bid responses. The Fleet Advisory Committee makes recommendations to the FSA and is not responsible for final awards.
- h. Invitation to Bid: A competitive solicitation and award process established through the issuance of an invitation to vendors, dealers and manufacturers to submit a price offer on a specific product to be provided. This term shall include the bid specifications available to bidders on the bid system and references to solicitation documents. The term shall not include request for proposals, request

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

for quotes, request for letters of interest, or the solicitation of purchase orders based on oral or written quotations.

- i. Manufacturer: The original producer or provider of vehicles or equipment offered on this contract.
- j. Manufacturer's Suggested Retail Price (MSRP): Manufacturer's Suggested Retail Price (MSRP) represents the Manufacturer's recommended retail selling price, list price, published list price, or other usual and customary price that would be paid by the purchaser. The following are acceptable sources of current MSRPs and MSRP Lists for use in submission of the bid solicitation and the resulting contract:
 - 1. Manufacturer's Computer Printouts: Ford - "Dora"; General Motors - "GM Autobook"; or approved equivalent
 - 2. Chrome Systems, Inc.'s PC Carbook (PC Carbook Plus and PC Carbook Fleet Edition)
 - 3. Manufacturer's Annual U.S. Price Book
 - 4. Manufacturer's official website
- k. Non-Scheduled Options: Any optional new or unused component, feature or configuration that is not included or listed in the base vehicle specifications or options.
- l. Production Cutoff: A date used by manufacturers to notify dealers that the factory has reached maximum capacity for orders or are discontinuing the production of a vehicle or equipment. Vehicle manufacturers use this term when referring to any given model year for production.
- m. Published List Price: A standard "quantity of one" price currently available to government and educational purchasers, excluding cooperative or volume discounts.
- n. Purchaser: A Purchaser is an entity that seeks to obtain vehicles or equipment off this contract by meeting the eligible user criteria or with vendor approval.
- o. Purchase Order: A request for order from a purchaser to an awarded vendor for an item that has been awarded on this Contract. Purchaser orders placed using this contract formalize the terms and conditions of this contract under which a vendor furnishes vehicles or equipment to a purchaser.
- p. Third Party Supplier: Businesses external to a bidder or vendor that provide products and services which contribute to the overall finished vehicle or equipment. Third Party Suppliers are contractors under the direction and responsibility of the bidder or vendor.
- q. Vendor: The bidder that has been awarded and agrees to provide vehicles or equipment that meet the requirements and base specifications. The vendor must agree to the contract terms and conditions of the contract before being awarded to the contract.
- r. Vendor Installed: A product or service provided by the vendor or other third party; not the factory.

1.09 ELIGIBLE PURCHASERS OF CONTRACT

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Awarded bids, or contract prices, will be extended and guaranteed to the Florida Sheriffs Association, any unit of local government, political subdivision or agency of the State of Florida. This includes, but is not limited to counties, municipalities, sheriffs' offices, clerks, property appraisers, tax collectors, supervisors of elections, school boards or districts, water management districts, police and fire departments, emergency response units, state universities and colleges, or other state, local or regional government entities within the State of Florida.

All purchasers are bound by state law, local ordinances, rules and regulations for purchases made under this contract. Participating agencies cannot guarantee any order other than those ordered by the individual agency.

In addition, bids can be extended and guaranteed to other entities approved by manufacturers to participate in this contract, which can include out of state sales. Vendors that wish to extend contract pricing to entities other than those defined here are governed by their manufacturer's agreement, and must agree to the terms and conditions of this contract.

1.10 LEGAL REQUIREMENTS

Federal, State, county laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder of applicable legal requirements will in no way be a cause for relief from responsibility.

1.11 PATENTS & ROYALTIES

The bidder, without exception, shall indemnify and hold harmless the FSA and its employees from liability of any nature or kind, including costs and expenses for, or on account of, any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the FSA or a purchaser.

If the bidder uses any design, device or materials covered by letters, patent, or copyright, it is mutually understood and agreed, without exception, that the bid prices shall include all royalties or costs in any way arising, directly or indirectly, from the use of such design, device, or materials in any way involved in the work.

1.12 FEDERAL AND STATE STANDARDS

It is the intent of FSA that all specifications herein are in full and complete compliance with all federal and State of Florida laws, requirements, and regulations applicable to the type and class of commodities and contractual services being provided.

In addition, any applicable federal or State legal or regulatory requirements that become effective during the term of the Contract, regarding the commodities and contractual services' specifications, safety, and environmental requirements shall immediately become a part of the Contract. The vendor shall meet or exceed any such requirements of the laws and regulations. If an apparent conflict exists, the vendor shall contact the FSA immediately.

The bidder shall obtain and pay for all licenses, permits and inspection fees for this bid submission and contract.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.13 UNDERWRITERS' LABORATORIES

Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be Underwriters' Laboratories, or U.L., listed or re-examination listing where such has been established by U.L. for the item(s) offered and furnished.

1.14 AMERICANS WITH DISABILITIES ACT

To request this material in accessible format, sign language interpreters, information on access for persons with disabilities, or any accommodation to review any document or participate in any FSA sponsored proceeding, please contact FSA Human Resources at (850) 877-2165 five business days in advance to initiate your request. TTY users may also call the Florida Relay Service at 711.

1.15 REASONABLE ACCOMMODATION

In accordance with the Title II of the Americans with Disabilities Act, any person requiring an accommodation at the Bid opening because of a disability must contact the FSA Human Resources at (850) 877-2165.

1.16 MINORITY BUSINESS ENTERPRISE (MBE)

The Florida Sheriffs Association policy is that Minority Business Enterprises (MBE) shall have the opportunity to participate in this invitation to bid. Such process would be for supplying goods and services to FSA and Purchasers.

1.17 ANTI-DISCRIMINATION

The bidder certifies that he/she is in compliance as applicable by federal or state law with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

1.18 BEST COMMERCIAL PRACTICES

The apparent silence of this specification and any supplemental specifications as to any details or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices, size, and design are to be used.

All workmanship is to be first quality. All interpretations of this specification shall be upon the basis of this statement.

1.19 PUBLIC ENTITY CRIMES (PEC)

In accordance with the Public Entity Crimes Act, Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of Management

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Services following a conviction for public entity crimes 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 of real property to public entity, may not be awarded or perform work as a Vendor, supplier, Sub-Vendor, or consultant under a contract with a 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 from the date of being placed on the convicted vendor list.

1.20 TAX EXEMPTION

All State and Federal tax exemptions applicable to the units of local government of the State of Florida will apply, and appropriate certifications furnished. Purchasers shall comply with all federal, state and local tax requirements.

The Florida Sheriffs Association is a 501(c)3 organization and is exempt from all Federal Excise and State Taxes. State Sales Tax and Use Certificate Number is 85-8012646919C-3.

1.21 TAXES

Customers making a purchase pursuant to the awarded bid are generally exempt from Federal Excise and State Sales Tax. It is the responsibility of the vendor to verify that the purchaser is exempt by obtaining the purchaser's Federal Excise and State Taxes and Use Certificate Number.

1.22 ORDER OF PRECEDENCE IN THE EVENT OF CONFLICT

In the event of conflict, the conflict may be resolved in the following order of priority (highest to lowest):

1. Addenda to Contract Terms and Conditions, if issued
2. Contract Conditions
3. Addenda to Bid Specifications, if issued
4. Bid Specifications
5. Bidder Instructions
6. General Conditions

1.23 COMMUNICATIONS

Communications between a proposer, bidder, lobbyist or consultant and FSA are limited to matters of process or procedure and shall be made in writing to the contact persons identified in Section 1.01 of this procurement.

Bidders should not rely on representations, statements, or explanations other than those made in this Bid or in any written addendum to this Bid, and no oral representations, statements, or explanations shall be deemed to bind the FSA or eligible users.

1.24 CLARIFICATION AND ADDENDA

Any questions or clarifications concerning the Invitation to Bid shall be submitted to FSA by e-mail to CPP@flsheriffs.org with the bid title and number referenced on all correspondence. Final questions must

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

be received by the date for Request for Clarification stated on the Bid Calendar. Questions and answers will be posted to the FSA Cooperative Purchasing Program website on the date indicated on the Bid Calendar.

Interpretation of the specifications or any solicitation documents will **not** be made to the bidder verbally, and if any verbal clarifications are provided they are without legal effect.

Questions received after the cone of silence date listed on the bid calendar will not be addressed. The FSA reserves the right to address technical questions.

The FSA shall issue a Formal Addendum if substantial changes which impact the submission of bids are required. Any such addenda shall be binding on the bidder and shall become a part of the solicitation document. In the event of conflict with the original specifications, addenda shall govern to the extent specified. Subsequent Addenda shall govern over prior Addenda only to the extent specified.

FSA will make every attempt to e-mail updates to registered bidders. However, posting to the FSA website or the bid system constitutes proper notice of addenda.

The bidder shall be required to acknowledge receipt of the Formal Addendum by signing in the space provided. Failure to acknowledge Addendum shall deem the bid non-responsive; provided, however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest. The FSA will not be responsible for any explanation or interpretation made verbally or in writing except those made through the posting of a Formal Addendum.

The bid submission constitutes acknowledgment of addenda to the specifications. Bids that fail to account for the specification addenda shall be determined to be nonresponsive; however, that pursuant to section 2.27, the FSA may waive this requirement in its best interest.

After the start of the contract term, FSA will notify all vendors of any addenda and will require acknowledgement of the new terms and conditions. If the vendor does not agree to the new terms and conditions, the vendor's award can be removed or replaced by another vendor or qualified responsive bidder.

1.25 SIGNED BID CONSIDERED AN OFFER

The signed Bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the FSA and in case of default on the part of successful bidder, after such acceptance, the FSA may procure the items or services from other sources. The bid submission must be signed by an authorized representative.

An electronic signature may be used and shall have the same force and effect as a written signature.

1.26 ASSIGNMENT OF CONTRACT

No right or interest in this Contract may be assigned, transferred, conveyed, sublet or otherwise disposed of, without prior written consent of the FSA.

If the original vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. FSA reserves the right to

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

reject the acquiring entity as vendor. A change of name agreement will not change the contractual obligations of the vendor.

1.27 TERMINATION OF PRODUCT LINE

If a vendor terminates a product line (manufacturer or brand), the vendor is required to notify the FSA within 10 business days of the decision not to retain the product line.

In the event a manufacturer reassigns the product line to an alternate vendor, the manufacturer and the vendor are required to immediately notify the FSA in writing of the change within 10 business days confirming the reassignment. If the vendor is not already an approved FSA vendor, the vendor is required to apply to the FSA to become an approved vendor *prior to* conducting any qualified sales. The vendor and the manufacturer are required to honor the contract pricing and all of the applicable terms and conditions throughout the remaining term of the contract.

1.28 METHOD OF AWARD

The award is made to responsive and responsible bidders. FSA uses its discretion in determining if bids meet the requirements of this solicitation.

The FSA reserves the right to make multiple awards within a specification, if deemed in the best interest of the FSA and the purchasers.

Awards will be posted on the FSA website according to the date posted in the bid calendar.

1.29 DEMONSTRATION OF COMPETENCY

Bidders must be able to demonstrate a good record of performance for a reasonable period of time, and have sufficient financial support, equipment and organization to ensure they can satisfactorily execute the services if awarded a contract under the terms and conditions herein stated.

The terms "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 FSA.

The FSA may consider any evidence available regarding the financial, technical and other qualifications and abilities of a Bidder, including past performance with the FSA in making the award.

The FSA may require bidders to show proof that they have been designated as authorized representatives of a manufacturer or supplier which is the actual source of supply. In these instances, the FSA may also require information from the source of supply regarding the quality, packaging and characteristics of the products. Any conflicts between this material information provided by the source of supply and the information contained in the bid submission may render the bid nonresponsive.

Pre-award inspection of the Bidder's facility may be made prior to the award of contract. Bids will only be considered from firms which are regularly engaged in the business of providing the goods or services as described in this Bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Information submitted in the bid may not be plagiarized and, except in the case of materials quoted from this solicitation or developed by the manufacturer, must be the original work of the individual or company that submits the bid for evaluation.

1.30 VENDOR ABILITY TO PERFORM

During the contract period, FSA may review the vendor's record of performance to ensure that the vendor is providing sufficient financial support, equipment and organization.

If the FSA determines that the vendor no longer possesses the financial support, equipment and organization in order to comply with this section, FSA has the authority to immediately terminate the contract awarded.

By responding to this procurement the vendor warrants that, to the best of his or her knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the obligations of the Contract. The vendor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The vendor shall immediately notify the FSA and purchaser in writing if its ability to perform is compromised in any manner during the term of the contract.

1.31 FINANCIAL RESPONSIBILITY

Bidder affirms by the signature on the contract signature page that the bidder:

- Has fully read and understands the scope, nature, and quality of work to be performed or the services to be rendered under this bid, and has the adequate facilities and personnel to fulfill such requirements;
- Accepts the financial responsibility associated with this bid, and declares that he or she has the access to capital (in the form of liquidity or credit lines) in order to meet the financial demands of such award; and
- Has assessed the financial responsibility required to serve the contract as bid, including such details as the obligations to perform all specifications bid, zones bid, and quantities that could be ordered, as well as timing of payment from purchasers, which can be 45 calendar days from receipt of invoice.

1.32 QUALITY AND SAFETY

All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new. The items bid must be new, the latest model, of the best quality, and highest grade workmanship that meet or exceed federal safety standards.

Products requiring certification should require certification of options in cases where non-certified options could result in the decertification of the original product or warranty. In all cases where options are not certified, the Vendor must disclose to the end user that the non-certified options are not required to be certified. All options must meet or exceed federal safety standards.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.33 NONCONFORMANCE

Items may be tested for compliance with specifications. Items delivered that do not conform to specifications may be rejected and returned at the vendor's expense. Items not meeting the specifications and items not delivered within a reasonable period of time after expected delivery date may be purchased outside of the FSA contract.

Any violation of these stipulations may also result in:

- Vendor's name being removed from the awarded vendor list.
- FSA and purchasers being advised not to do business with vendor.

1.34 GRATUITIES

Proposers shall not offer any gratuities, favors, or anything of monetary value to any official, employee, or agent of the FSA, for the purpose of influencing consideration of this bid.

1.35 TIE BIDS

FSA has the right to award multiple bidders the primary or alternate award in the event of a tie.

In the event the FSA desires to break tie bids, and both businesses have qualifying drug-free work programs, the award will be made using the following criteria:

- Bidder Within the State of Florida
- Vendors performance record with purchasers
- Coin Toss

1.36 RIGHT TO AUDIT

Vendor shall establish and maintain a reasonable accounting system that enables FSA to readily identify Vendor's sales.

FSA and its authorized representatives shall have the right to audit and to make copies of all related records pertaining to this contract, including all government sales and eligible users information whether kept by or under the control of the vendor, including, but not limited to those kept by its employees, agents, assigns, successors, sub-vendors, or third party suppliers in whatever form they may be kept – written or electronic. Such records shall include, but not be limited to:

- Accounting records, including paid vouchers, cancelled checks, deposit slips, ledgers, and bank statements;
- Written policies and procedures;
- Subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.);
- Original estimates or work sheets;
- Contract amendments and change order files;

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

- Insurance documents; or
- Memoranda or correspondence.

Vendor shall maintain such records during the term of this Contract and for a period of three (3) years after the completion of this Contract. At the vendor's expense and upon written notice from FSA, the vendor shall provide such records for inspection and audit by FSA or its authorized representatives. Such records shall be made available to FSA during normal business hours within three business days of receipt of the written notice. FSA may select the vendor's place of business or offsite location for the audit. The FSA may also request the vendor provide requested records via e-mail.

Vendor shall ensure FSA has these rights with Vendor's employees, agents, assigns, successors, and third party supplier and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Vendor and any Sub-Vendors to the extent that those subcontracts or agreements relate to fulfillment of the Vendor's obligations to FSA.

Professional fees, personnel costs and travel costs incurred by FSA under its authority to audit and not addressed elsewhere will be the responsibility of the FSA. However, if the audit identifies under reporting, overpricing or overcharges (of any nature) by the vendor to FSA or a customer in excess of three percent (3%) of the total contract billings, the vendor shall reimburse FSA for the total costs of the audit not to exceed \$5,000. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, FSA may recoup all the costs of the audit work from the vendor.

Any adjustments or payments that must be made as a result of any such audit or inspection of the vendor's invoices or records shall be made within a reasonable amount of time (not to exceed 60 calendar days) from presentation of FSA's findings to Vendor.

FSA has the right to assess damages or seek reimbursements or refunds based on audit results.

1.37 LIABILITY, INSURANCE, LICENSES AND PERMITS

Where vendors are required to enter or go onto FSA or purchaser property to deliver materials or perform work or services as a result of a bid award, the vendor will assume the full duty, obligation and expense of obtaining all necessary licenses, permits and insurance and assure all work complies with all applicable county and municipal code requirements. The vendor shall be liable for any damages or loss to the FSA or purchaser occasioned by negligence of the vendor or any person the vendor has designated in the completion of the contract as a result of the bid.

1.38 BID BONDS, PERFORMANCE BONDS, CERTIFICATES OF INSURANCE

Bid Bonds, when required, shall be submitted with the bid in the amount specified in Bidder Instructions.

After acceptance of bid, the FSA will notify the successful bidder to submit the applicable certificates of insurance in the amounts specified in the Bidder Instructions and/or Insurance Checklist.

Purchaser may request a performance bond from a vendor. Performance Bonds are recommended with pre-payment and will be at the expense of the requesting agency. Purchasers should determine the best practice in comparing performance bond expense against any prior discounts that may be available.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

1.39 ELIMINATION FROM CONSIDERATION

This Invitation to Bid shall not be awarded to any person or bidder who has outstanding debts to the FSA, whether in relation to current or previous bid awards or for other business purposes.

1.40 COLLUSION

Collusion is a non-competitive secret or sometimes illegal agreement between rival bidders that attempts to disrupt the contract process equilibrium. Collusion involves people or companies that would typically compete, but are conspiring or working together in which the outcome results in an unfair bid advantage. The parties may collectively choose to agree to increase or decrease its product base price in one or more zones to maximize awards thus denying the public a fair price.

Examples of Bid Collusion:

- Cover bidding: a competitor agrees to submit a non-competitive bid that is too high to be accepted or contains terms that are unacceptable to the buyer.
- Bid suppression or withdrawal: a competitor agrees not to bid or to withdraw a bid from consideration.
- Market sharing: a competitor agrees to submit bids only in certain geographic areas or only to certain public organizations.
- Bid rotation: competitors agree to take turns at winning business while monitoring their market shares to ensure they all have a predetermined market share.

Bidders or vendors who have been found to have engaged in collusion will be considered nonresponsive, and will be suspended or barred from bid participation. Any contract award resulting from collusive bidding may be terminated for default. Further, any collusion that is detected by the FSA may be reported to relevant law enforcement and/or prosecutorial agencies.

Bidders may submit multiple bids without conflict of collusion if the bid submitted is not from the same manufacturer and product line. Dealers which share the same ownership may submit multiple bids without conflict of collusion if the bidders are not in the same region featuring the same manufacturer and product line.

1.41 DEFAULT

Failure or refusal of a bidder to execute a contract upon award or withdrawal of a bid before such award is made, may result in forfeiture of any bid surety required that is equal to damages incurred by the FSA there from, or where surety is not required, failure to execute a contract as described above may be grounds for removing the bidder from the awarded vendor's list.

In case of default on the part of awarded bidder, the FSA may take necessary steps to otherwise procure the products sought, including but not limited to procuring the products or services from the next highest

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

ranked bidder or from other sources. A defaulting bidder may be held liable for costs incurred by the FSA in procuring replacement products.

1.42 PROTESTS AND ARBITRATION

Options are for informational purposes only and will not serve as a basis for protest.

Any person who is adversely affected by the decision or intended decision to award shall file a "Notice of Protest" in writing to the FSA within three (3) business days after the posting of the Intent to Award and shall file a formal written protest within five (5) business days after filing the Notice of Protest. Failure to file both a notice of protest and a formal written protest within the above referenced timelines shall constitute a waiver of proceedings.

The burden is on the party protesting the award of the bid to establish grounds for invalidating the award(s). The formal written protest must state with particularity the facts and law upon which the protest is based. Failure to do so will result in a denial of protest. Formal written protest which states with particularity the facts and law upon which the protest is based will be reviewed by FSA legal counsel for legal soundness and validity, and corrective action will be taken as needed contingent upon the validity of such claims. However, any additional time required and cost incurred by the FSA to substantiate a protesting party's claim(s) beyond the normal scope of its legal review due to the vague or inconclusive nature of the protesting party's filing will be reimbursable to the FSA and deducted from the protesting party's bond or security which must accompany their filing.

Any bidder who files an action protesting a decision or intended decision pertaining to this contract shall post a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. The bond, cashier's check or money order must be filed at the time of filing the formal written protest or within the five (5) business day period allowed for filing the formal written protest. FSA will provide the amount required within two (2) business days of the notice of protest received. This bond or security will be conditioned upon the payment of all costs which may be adjudged against the protesting party in a court of law and/or to reimburse the FSA for additional legal expenses incurred and required to substantiate the protesting party's claim(s). Failure to post the bond or security requirement within the time allowed for filing will result in a denial of protest. The filing of the protest shall not stay the implementation of the bid award by the Florida Sheriffs Association.

Should the unsuccessful bidder(s) decide to appeal the decision of the FSA, they shall file a notice to FSA within three (3) business days of the FSA bid protest decision regarding their intent to request arbitration. A demand for arbitration with the American Arbitration Association's (AAA) commercial panel under its rules and regulations must be made within ten (10) business days of the FSA bid protest decision. Any person who files for an arbitration with the AAA shall post with the Florida Sheriffs Association at the time of filing the formal written arbitration request, a bond, cashier's check or money order payable to the Florida Sheriffs Association in the amount equal to ten percent of the product line being protested. This amount will be the same amount as the FSA provided at the time of filing the initial protest. Failure to provide written notice to FSA, file a demand for arbitration with the AAA, or failure to post the required bond and security requirement within the specified timelines shall constitute a waiver of arbitration proceedings. By responding to this procurement the bidder expressly agrees to the use of mandatory binding arbitration to resolve any appeals of the decision of the FSA, and any claims arising from or in any way relating to the procurement process, and expressly waives any and all rights that it may otherwise have to pursue such claims in any other forum, judicial or otherwise.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

If the party filing for arbitration does not prevail, it shall pay all costs, legal expenses and attorney fees of the prevailing party incurred in connection with the arbitration. However, if the filing party prevails, the parties shall share equally the fees and expenses of the arbitration and AAA and each shall bear the cost of their own attorney fees. The filing for arbitration shall not stay the implementation of the bid award by the Florida Sheriffs Association.

1.43 NONPERFORMANCE

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle/equipment, which amount the vendor agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

The vendor shall at all times during the contract term remain responsive and responsible. In determining vendor's responsibility, the FSA shall consider all information or evidence that demonstrates the vendor's ability or willingness to fully satisfy the requirements of the solicitation and the contract.

Vendors that are not in compliance with any of the provisions of this contract can be assessed liquidated damages, suspended or terminated from the contract. The FSA at its sole discretion may remove a noncompliant vendor from future competitive bid solicitations; or take other actions including suspension from the contract until compliance issues are resolved, limit current or future vendor participation by specifications or zones, or other actions as determined by FSA at its sole discretion.

At FSA's discretion, vendors may be required to develop corrective action plans to address contract compliance. Failure to abide by corrective action plans will result termination from the existing contract and future competitive bid solicitations at the discretion of the FSA.

In situations where there is evidence that the vendor has engaged in egregious breaches of the contract with respect to either the FSA and/or the purchaser, the contract can be terminated and the vendor will be removed from future solicitations for a period of up to three (3) years, or a permanent ban from the bid process at the sole discretion of FSA.

Specific conditions for termination include, but are not limited to; failure to perform, refusal to accept orders during the contract period while manufacturer orders are still being accepted for current model year or the new year if the vehicle is price protected by the factory, charging amounts exceeding MSRP on factory or vendor installed items and packages, requiring the purchase of additional options over and above the base vehicle as a condition of acceptance of order, providing aftermarket options where factory options are available without the consent of the purchaser, any misrepresentation of optional equipment or service as being factory that fails to meet the definition as described in this document, and any other practice deemed to be inconsistent with the intent of the contract.

Any vendor presented with a valid purchase order is required by this contract to accept such purchase order and deliver the product. Orders must be fulfilled if the vehicle or equipment is a base model or whether it includes options. The vendor must deliver this product if they were awarded the contract – regardless of profit or loss.

Failure to deliver the vehicles or equipment may result in the purchaser seeking damages for the difference of cost to issue the exact same order with another vendor plus any legal fees and damages that may be

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

incurred in the process to facilitate a completed order. Additionally, FSA may seek damages for nonpayment of administrative fees, to which FSA is entitled, according to Section 3.28 and any attorney's fees incurred in the recovery of these damages.

All terms and conditions are applicable throughout the term of the contract and not any given Year, Make or Model.

1.44 SEVERABILITY

In the event any provision of this contract is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the contract which shall remain in full force and effect and enforceable in accordance with its terms.

1.45 TERMINATION FOR CAUSE

If through any cause within the reasonable control of the vendor, it shall fail to fulfill in a timely manner, or otherwise violate any of the terms of this contract, the FSA shall have the right to terminate the services remaining to be performed. Written notice of the deficiencies shall be given to the vendor and unless the deficiencies are corrected within 10 business days, the Contract may be terminated for cause immediately. The right to exercise the option to terminate for cause shall be in the sole discretion of the FSA, and the failure to exercise such right shall not be deemed to constitute a waiver of this right.

In that event, the FSA shall compensate the successful bidder in accordance with the contract for all services performed by the bidder prior to termination, net of any costs incurred by the FSA as a consequence of the default.

Notwithstanding the above, the vendor shall not be relieved of liability to the FSA for damages sustained by the FSA by virtue of any breach of the contract by the vendor, and the FSA may reasonably withhold payments to the vendor for the purposes of off set until such time as the exact amount of damages due the FSA from the vendor is determined.

1.46 TERMINATION WITHOUT CAUSE

The FSA can terminate the contract in whole or part without cause by giving written notice to the vendor of such termination, which shall become effective 30 calendar days following receipt by vendor of such notice.

In that event, all finished or unfinished documents and other materials shall be properly delivered to the FSA.

The vendor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the contract, if any. The vendor shall not be entitled to recover any lost profits that the vendor expected to earn on the balanced of the Contract or cancellation charges.

Any payments to the vendor shall be only to the total extent of the FSA liability for goods or services delivered prior to the date of notice to terminate the contract.

1.47 CONTRACT ADVERTISMENT AND USE OF FSA LOGO

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The CPP logo is an official logo of the Florida Sheriffs Association designed to promote the program. The logo may be used by vendors in accordance with this policy. Use of the logo is limited to the original version received from the FSA. Modifications are not permitted.

Methods of use include, but are not limited to:

- Electronic mediums such as websites, digital marketing campaigns, social media and e-mail; or
- Print media such as forms, marketing campaigns, business cards, posters, banners, brochures, flyers and postcards.

Vendors may request the logo by contacting cpp@flsheriffs.org, and should include a brief description of the how the vendor intends to use the logo.

The official FSA sheriff's star and wreath logo may not be used without prior written permission.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.0 BIDDER INSTRUCTIONS

2.01 BIDDER QUALIFICATIONS

In order for bids to be considered, bidders who are not currently parties to the existing contract must provide the following material at the time the mandatory qualifying documents are due. FSA reserves the right to accept this information up and until the final award. The purpose of requesting this information is to demonstrate that they are qualified to satisfactorily perform as an awarded vendor.

The bidder shall provide information as on the Bidder Qualifications Form:

- Bidder company name and parent company, if applicable
- Complete business address
- State of incorporation
- Length of time in business
- Names and contact information for key personnel
- Dun & Bradstreet Business Information Report Snapshot
- Identify a minimum of three contracts of similar size and scope
- Identify a minimum of three references for vehicle or equipment sales to government agencies
- Any contracts the bidder has been disqualified from, terminated from or found in default on, to include the reason for disqualification, termination or default

2.02 LICENSING/FACILITIES

Bidders are required to possess a Florida Motor Vehicle Dealer's License in order to bid on any motor vehicle. Bidders must maintain a repair/warranty facility within the State of Florida to provide sales and service for the vehicles and equipment bid.

If a bidder does not maintain a facility to perform warranty work or repair service within the state of Florida, the bidder must provide a detailed plan at the time of bid submission as to how the bidder would service Florida purchasers if awarded the contract. This Service Standard Plan must include:

- Whether the warranty service provider is approved by the manufacturer;
- Estimated quantities sold per item bid;
- If the company plans to contract out for service a copy of the service agreement; and
- Zone specific service plans to include:
 - Response time to initial call from purchaser,
 - Number of personnel available to service the contract,
 - Qualifications of personnel providing warranty work, and
 - Any additional information that would detail how warranty service would be provided.

The sufficiency of Service Standard Plan will be evaluated by the FSA during the bid evaluation.

The FSA reserves the right to periodically request additional or updated information from a bidder regarding the repair/warranty facility during the solicitation and the term of the contract, if awarded. The FSA may also exercise discretion in examining such facility as deemed necessary.

2.03 INSURANCE AND INDEMNIFICATION

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Vendor shall be fully liable for the actions of its agents, employees, partners, or third party suppliers and shall fully indemnify, defend, and hold harmless the Florida Sheriffs Association, the participating agencies, and their officers, agents, and employees from suits, actions, damages, and costs of every name and description, including legal counsels' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by bidder, its agents, employees, partners, or third party suppliers; provided, however, that the bidder shall not indemnify for that portion of any loss or damages resulting directly from the negligent acts or omissions of the Florida Sheriffs Association and participating agencies or proximately caused by intentional wrongful acts or omissions of the Florida Sheriffs Association and participating agencies.

Vendor's obligations under the above paragraph with respect to legal action are contingent upon the Florida Sheriffs Association and/or participating agencies giving the bidder (1) written notice of any action or threatened action, and (2) the opportunity to take over and settle or defend any such action at bidder's sole expense. Vendor shall not be liable for any cost, expense or compromise incurred by the Florida Sheriffs Association, or participating agencies, in any legal action without bidder's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

The vendor shall be responsible for the work and every part thereof, and for all materials, tools, appliances and property of every description, used in connection with this particular project.

The vendor shall specifically and distinctly assume, and does so assume, all risks of damage or injury to property or persons used or employed on or in connection with the work and of all damage or injury to any person or property wherever located, resulting from any action or operation under the contract or in connection with the work. It is understood and agreed that at all times the vendor is acting as an independent contractor.

The vendor at all times during the full duration of work under this contract, including extra work in connection with this project shall meet the requirements of this section.

The vendor shall maintain automobile liability insurance including property damage covering all owned, non-owned or hired automobiles and equipment used in connection with the work. The vendor shall maintain comprehensive general liability insurance and general aggregate insurance in the amount and coverage levels specified on the Insurance Checklist. The vendor shall maintain insurance to cover garage operations in the amount specified on the Insurance Checklist.

No change or cancellation in insurance shall be made without 30 calendar days written notice to the FSA.

All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida and these companies must have a rating of at least B+: VI or better per Best's Key Rating Guide, latest edition.

Copies of original signed Certificates of Insurance, evidencing such coverages and endorsements as required herein shall be provided no later than five business days before the contract award date. The certificate must state Bid Number and Title. The vendor may not begin performance under the contract until such Certificates have been approved by the FSA.

Upon expiration of the required insurance, the vendor must submit updated certificates of insurance for as long a period as any work is still in progress.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

It is understood and agreed that all policies of insurance provided by the vendor are primary coverage to any insurance or self-insurance the FSA possesses that may apply to a loss resulting from the work performed in this contract.

All policies issued to cover the insurance requirements herein shall provide full coverage from the first dollar of exposure. No deductibles will be allowed in any policies issued on this contract unless specific safeguards have been established to assure an adequate fund for payment of deductibles by the insured and approved by the FSA.

The liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The vendor hereby agrees to indemnify and hold harmless the FSA, a 501(c)3, its officers, agents, and employees from all claims for bodily injuries to the public and for all damages to the property per the insurance requirement under the specifications including costs of investigation, all expenses of litigation, including reasonable legal counsel fees and the cost of appeals arising out of any such claims or suits because of any and all acts of omission or commission of any by the vendor, his agents, servants, or employees, or through the mere existence of the project under contract.

The foregoing indemnity agreement shall apply to any and all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the FSA, its officers, agents, and employees, as determined by a court of competent jurisdiction.

The vendor will notify the insurance agent without delay of the existence of the Hold Harmless Agreement contained within this contract, and furnish a copy of the Hold Harmless Agreement to the insurance agent and carrier.

The vendor will obtain and maintain contractual liability insurance in adequate limits for the sole purpose of protecting the FSA under the Hold Harmless Agreement from any and all claims arising out of this contractual operation.

The vendor will secure and maintain policies of third party suppliers. All policies shall be made available to the FSA upon demand. Compliance by the vendor and all third party suppliers with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the vendor and all third party suppliers of their liabilities and obligations under any section or provisions of this contract. Vendor shall be as fully responsible to the FSA for the acts and omissions of the third party suppliers and of persons employed by them as he is for acts and omissions of persons directly employed by the vendor.

Insurance coverage required in this contract shall be in force throughout the contract term. The required Insurance Checklist summarizes the bidder's insurance obligations, if awarded.

The FSA can request and the vendor shall furnish proof of insurance within seven calendar days of receipt of the written request from FSA. Should the vendor fail to provide acceptable evidence of current insurance during the contract term, the FSA shall have the right to consider the contract breached and justifying the termination thereof.

If bidder does not meet the insurance requirements; the FSA may consider alternate insurance coverage.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.04 SPECIFICATIONS

All units covered by this Contract and the specifications shall be the manufacturer's current basic production model, and shall, as a minimum, be equipped with all standard factory equipment in accordance with the manufacturer's latest literature unless otherwise noted in the bid document. If awarded, bidders must supply a unit that either meets or exceeds all the requirements included in the applicable detailed specifications.

The bid specifications are contained on the FSA bid system. The FSA base specifications are incorporated in this document by reference.

All bidders will be required to provide information requested on the FSA bid system or may have their bid rejected.

All vehicles, equipment, and options provided must be designed, constructed, and installed to be fully suitable for their intended use and service.

2.05 FIXED PRICES

If the bidder is awarded a contract under this Invitation to Bid, the prices quoted by the bidder at the time of bid submission shall remain fixed and firm during the term of this contract, unless otherwise addressed in a contract extension or price adjustment as provided in this Contract.

2.06 DISCOUNTS

Discounts listed in heavy vehicle and heavy equipment bids shall be below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any vehicle, equipment and options.

The vendor has the authority to offer additional discounts based on quantity, as well as additional manufacturer or vendor discounts.

Discount ranges are not permissible. Discounts must be a whole, positive percentage with no decimal place (e.g. 10%).

2.07 SEALED BIDS

For purposes of this solicitation, a sealed bid is considered a bid submitted using VendorLink.

2.08 EXCEPTIONS, OMISSION AND ERRORS

Any exceptions, deviations, or contingencies a bidder may have to specifications or Contract Conditions, Section 3.0 of this document, must be documented in bidder's submission. Exceptions to the specifications at the time of the bid submission shall reference the specification or item number and a written explanation for the request for exception. At FSA's discretion, exceptions, deviations, or contingencies to the specifications or Contract Conditions stipulated by the bidder may result in disqualification of a bidder's submission.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Specifications are based on the most current manufacturer literature available. Bidders should immediately notify the FSA of any inaccuracies in the specifications or required submittal documents. All notifications of inaccuracies must be in writing and timely submitted.

Failure of a bidder to comply with these provisions will result in bidders being held responsible for all costs required to bring the vehicle into compliance with the contract specifications.

Exceptions, deviations or contingencies to the General Conditions or Bidder Instructions, other than those determined to constitute minor irregularities and waived by the FSA pursuant to Section 2.26, may be cause for the rejection of a bidder's submission.

2.09 MISTAKES

Bidders are expected to examine the specifications, delivery schedules, bid prices and all information pertaining to servicing this contract before submitting a bid. Failure to do so will be at the bidder's risk.

2.10 EQUIVALENTS

Bidders must first request approval from the FSA before submitting a bid that includes an equivalent that will supplement an item on the base specification. The FSA will determine whether the proposed equivalent is equal to or exceeds the quality, design and construction than the intended replacement item in the base specification.

Bidders must provide the manufacturer name and model number (or product identifier) of each equivalent when seeking approval. Complete, descriptive, technical literature should demonstrate that the equivalent conforms with specific replacement item.

If the equivalent is approved, the bidder must include the supporting material in the bid submission. Bids will not be considered without this information. If a bid uses equivalents without prior approval, the bid will be deemed nonresponsive.

Vendors offering alternate makes and manufacturers of vehicles or equipment that are not specifically identified in the bid, cannot publish or offer the unapproved equivalents. Offerings of this nature will cause the bid to be rejected. If such offerings are identified after the award has been granted, the offerings, specification or entire award can be removed by the FSA.

When selling equivalents, vendors must disclose to the purchaser that an approved equivalent is being offered.

2.11 MANDATORY PRE-BID MEETING

Prospective bidders are required to attend or participate in the **mandatory** Pre-Bid Meeting in accordance with FSA requirements. The Pre-Bid Meeting is designed for vendors, the Fleet Advisory Committee and the FSA to meet in person to clarify questions on the terms and conditions and to confirm all base specifications are correct.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Bidders have the opportunity to suggest technical modifications or corrections before the specifications are finalized. Questions relating to the specifications, the bid process, or award can be asked at the Pre-Bid Meeting.

FSA reserves the right to grant attendance exceptions to the mandatory meeting if the bidder has requested authorization, signs a memo of understanding to agree to meet all the terms and conditions without exception and further waives their right to protest the bid process in its entirety or any portion thereof.

2.12 QUALIFICATION

Prospective bidders are required to complete the qualification forms by the date listed on the Bid Calendar. A bidder becomes a qualified bidder if they comply with this section and Section 2.10, Mandatory Pre-Bid Meeting.

Qualification forms include:

- Drug-Free Workplace Form
- Insurance Checklist
- Manufacturer Authorization Form for each manufacturer bid for Contract FSA20-VEH18.0 and FSA 20-EQU18.0
- Manufacturer Authorization Forms are **not** required for Contract FSA20-VEL28.0
- Emergency Vehicle Technician (EVT) Certification, if bidder is offering emergency lighting and sirens
- Qualified Bidder documentation, as required in Section 2.01

The qualification forms are located on the bid system.

2.13 PRICES QUOTED

Prices submitted as indicated in the sealed bid are final. Bidders acknowledge that prices quoted will be valid for a period of sixty (60) calendar days from the date of bid opening. Each specification, make, and model must be priced and bid separately.

Prices quoted in the bid submission should reflect the final amount the bidder can expect to receive for payment for the specifications bid for the duration of the contract award, unless otherwise addressed by a contract extension or price adjustment as provided in the contract. These prices must be inclusive of all of the components included in the base specification.

Prices bid, including options, must include the administrative fee FSA charges to administer the contract, as outlined in Section 3.28.

Prices must be Free On Board (FOB) destination.

Once awarded, the vendor has the authority to offer discounts for prompt payment. Cash or quantity discounts offered will not be a consideration in determination of award of the bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.14 OPTION PRICING

The bidder shall offer discount below Manufacturer's Standard Retail Pricing (MSRP) or manufacturers published list price for any factory options included in the bid submission and quotes to purchasers, if awarded. FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid.

Options are intended to add or delete equipment or features from the base specification. Options can provide an upgrade or downgrade to a manufacturer's model, such as a slightly different engine size or horsepower, and should not be made available for purchase separate from the base vehicle or equipment. Bidders shall NOT use options to create a vehicle or equipment that is entirely different than the FSA base specification or are available as another specification bid on this ITB.

Bidder must use proper factory codes for all factory options. Options available through the factory may be bid and supplied to purchaser as "factory" options, unless otherwise requested in writing by the purchaser.

The FSA has the discretion to disqualify bidders if the option pricing is excessive or if options listed are not available for the item bid.

Option pricing will include all costs of labor associated with the option and cost of labor should not be listed separately within the bid. Section 2.15 contains specific instructions and exceptions for emergency lights and sirens.

If a bidder will offer registration and title services as a fee for service, the bidder must include the administrative fee as a separate option (i.e. line item) for each item bid, see Section 3.23 for additional details. Government imposed fees should not be included in this option pricing.

No other additional charges or fees are admissible.

For purposes of this bid, Emergency Lights and Sirens will require a separate pricing sheet upload in the bid system. See Section 2.14 for details on emergency lights and sirens.

If options are not available as a stand alone option, the bidder must indicate in their bid submission any option requiring the purchase of other options, and also indicate options that are a part or dependent of another option. Factory package options are allowable under this contract. Factory package options must be included in the options within the bid document and detailed specifically as to what components the package includes.

When calculating the price for a manufacturer's option requested in this bid that is not listed as an option in the manufacturer's order guide (i.e. model or engine upgrade), the bidder must calculate the option price as the net difference between vendor cost on the representative base vehicle and the total MSRP of the requested option modifying the vehicle. A bidder may bid less than this price, but at no time charge more than the calculation provided here.

The use of options to facilitate the sale of an alternate manufacturer's product which is outside the scope of the written base specification will be determined nonresponsive and the bid will be rejected in whole or part by the FSA.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Example: Bidder CANNOT include option upgrades that result in the selling of a vehicle or truck on one specification that is offered as a separate specification in the bid solicitation. For example, a Vendor who is awarded the bid for 25,500 lb. GVWR Cab & Chassis cannot upgrade this item through an add option to a 30,000 lb. GVWR Cab & Chassis in order to circumvent the bid award winner for the 30,000 lb. GVWR Cab & Chassis.

Purchasers are encouraged to negotiate option pricing with vendors. Discounts can be provided beyond option prices listed in the contract. The additional discounts for each add option shall be decided by the vendor.

Option Upload

The bid system will accept option information from bidders through a .pdf file upload. The option information required for the bid submission of the options under each bid specification number include:

- Bid Item number (FSA item specification number)
- Order code (Manufacturer order code)
- Description
- Price

The options will correspond to the specification or item number. Multiple options may be listed for each each specification or item number bid. Therefore, bidders that do not indicate the correct item number with the option information bid will not have options displayed for the item bid. If option pricing is not uploaded correctly, FSA may require bidders to correct the formatting of the options, but pricing may not be modified. Failure of the bidder to make corrections may cause the bid to be rejected.

If the bidder wishes to offer credit to the purchaser for an option that is standard on the FSA base specification, the bidder should include the word "Credit" at the beginning of the description, and continue to describe the option being credited. For example, "Credit: one key fob" that corresponds with the price the bidder will credit the purchaser.

2.15 EMERGENCY LIGHTS AND SIRENS

Under Florida Statute 316.003(1), authorized emergency vehicles are defined as:

Vehicles of the fire department (fire patrol), police vehicles, and such ambulances and emergency vehicles of municipal departments, public service corporations operated by private corporations, the Fish and Wildlife Conservation Commission, the Department of Environmental Protection, the Department of Health, the Department of Transportation, and the Department of Corrections as are designated or authorized by their respective department or the chief of police of an incorporated city or any sheriff of any of the various counties.

Bidders that will provide or contract to provide emergency light and siren installation must also submit Emergency Vehicle Technician Certifications for the individuals working for the bidder or the designated third-party supplier who will perform the installation. FSA reserves the right to accept certifications up and until final award.

Vendors that will install emergency lights and sirens are required to provide and install products that are Society of Automotive Engineers (SAE) certified. SAE Certifications must include Class 1, Class 2 and Class 3

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

in order to be eligible for participation in the Contract. If a lighting or siren product installed on an emergency vehicle is not SAE Certified, the vendor can be found in default of the Contract.

Prices submitted for emergency lights and sirens shall include all applicable government imposed fees.

Labor may be charged for the installation of emergency lights and sirens. Labor rates must be disclosed as part of the bid submission.

For vehicles that are manufactured with emergency lights and sirens, including motorcycles, bidders may not charge for labor, emergency lights or sirens that come from the factory equipped with these features as standard equipment.

Bid Submission of Emergency Lights and Sirens

Bidders will be asked to provide pricing for emergency lights and sirens by submitting a pricing sheet. The bid system will receive pricing through a standardized Excel file. The pricing sheet will include:

- Group
- Order code
- Description
- Price (part only)
- Labor hours
- Labor cost per hour

2.16 SUBMITTAL OF BID

Bidders are required to submit a bid using the FSA bid system, VendorLink. Bid submissions include pricing for the base specification, option descriptions and pricing, and any applicable lighting/siren pricing, as well as all other required documentation.

The bid must be received by the date and time specified on the Bid Calendar. Failure to meet all submission requirements by the date indicated on the Bid Calendar will result in rejection of the bid.

Bid System: VendorLink

Bidders must submit their bid electronically using the on the FSA bid system, which is located at <https://www.myvendorlink.com>. Bids not submitted within VendorLink will be rejected. Bidders are encouraged to participate in training provided for Vendorlink.

User names and passwords will be issued to qualified after registering in the bid system, qualified bidders will be invited to bid.

Prices are to be rounded to the nearest whole dollar (i.e. \$10, not \$10.05). The bid system allows for cents, however the bid evaluation is based on the whole dollar. If a bidder submits bid pricing using cents, the following formula will be applied:

- \$.01-.49 will be rounded down to the prior dollar bid (e.g. \$50.49 = \$50)
- \$.50-.99 will be rounded to the next dollar (e.g. \$50.50 = \$51)

Bid Submission

To ensure correct bid submittal and formatting, Bidders shall:

1. Submit bid electronically through the FSA bid system, VendorLink, for the applicable bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2. Input bid price in the bid system price field within each specification being bid.
3. Upload files only in MS Word (.doc or .docx), Excel (.xls or .xlsx), and PowerPoint (.ppt or .pptx); Adobe Portable Document Format (.pdf); or Compressed File (ZIP) formats.
4. Enable printing on files submitted.
5. Separate and identify each part of the submission (i.e. document type, form type, content type) with a divider/separation page.)
6. Bids must be input into the standardized format in VendorLink.
7. Contact VendorLink technical support at support@evendorlink.com, if technical difficulties arise during bid submission.
8. Follow all instructions outlined in this Invitation to Bid and provide all requested information.

The bid submitted in VendorLink shall include the following documents:

- Executed Contract Signature Page
- Build sheet in a single merged .pdf document for each item bid as prescribed in the FSA bid system.
 - A build sheet is a document from the bidder or manufacturer that confirms that the vehicle or equipment bid matches the FSA base specification. If using the manufacturer's print-out, the document shall include the FSA bid specification item number, and indicate the manufacturer's base model code and display the standard equipment required to provide the base vehicle or equipment as outlined in the FSA base specification. For example, manufacturer print-outs can include Ford – Dora, General Motors – GM Autobook. Carbook Pro build sheets are acceptable. If vendor-installed aftermarket components are used to meet the base specification and these components must be identified on the build sheet. Build sheets for each item bid must be compiled into a single .pdf document. Build sheets should be in numerical order by specification, clearly identifiable by specification or item number, and include model name and number. If FSA cannot determine which specification the build sheet is for, the item bid can be rejected as nonresponsive.
- Option pricing required as a single merged .pdf document as prescribed in the FSA bid system.
- Pricing Sheet for Emergency Vehicle Lights and Sirens, if applicable.
- Emergency Vehicle Technician Certifications, if applicable.
- Service Standard Plan, Section 2.02, if applicable.
- Any requested equivalents, Section 2.10, or exceptions, Section 2.08.
- Certificates of Insurance, as applicable for policies in existence at the time of bid submission

FSA may ask awarded bidders to supply one hard copy set with original, written signatures and original compliance forms, prior to the contract execution. Hard copy bids should not be submitted unless specifically requested by FSA.

2.17 ZONE BIDDING

Bidders are allowed to bid in one or more geographic zones. The zone map is included in Appendix B. A space is provided for the bidder to indicate pricing for each zone. The bidder only submits a bid for each zone if pricing is provided for each zone.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

2.18 EXECUTION OF BID

By submitting a response to this Invitation to Bid, the bidder agrees to the terms and conditions of this contract and to be bound by such terms and conditions if selected for award. The bidder must submit the Contract Signature Page with the signature of an authorized representative no later than the date of the final award.

2.19 MODIFICATION OR WITHDRAWALS OF BIDS

A bidder may submit a modified bid to replace all or any portion of a previously submitted bid until the due date and time listed in the Bid Calendar. Modifications received after the bid due date and time will not be considered.

Bids can be withdrawn in writing prior to the contract award. If a bidder believes that the bidder must withdraw the bid, the bidder must contact FSA immediately. Bid withdrawals are handled on a case by case basis, and can result in a limitation of participation in future bids.

2.20 LATE BIDS

The responsibility for submitting a bid before the stated due date and time on the bid calendar is solely and strictly the responsibility of the bidder. The FSA is not responsible for delays caused by technical problems, any internet outages or delays incurred by electronic delivery, or any other occurrence. Any reference to time will be based on Eastern Time.

2.21 BID OPENING

Bids shall be opened on the date and time specified on the Bid Calendar. The bid opening will occur at the Florida Sheriffs Association, 2617 Mahan Drive, Tallahassee, Florida.

FSA shall read the bidder name and verify that the bidder successfully input the bid within the timeframe prescribed for bid submission in the Bid Calendar.

2.22 DETERMINATION OF RESPONSIVENESS

Determination of responsiveness will take place at the time of bid opening and evaluation. In order to be deemed a responsive bidder, the bid must conform in all material respects to the requirements stated in the Contract. As set forth in section 2.27, FSA reserves the right to waive or allow a vendor to correct minor irregularities.

2.23 RESPONSIBLE BIDDER CRITERIA

Bids will be evaluated to determine if eligibility and contract requirements are met. Responses that do not meet all requirements of this Invitation to Bid or fail to provide all required information, documents or materials may be rejected as nonresponsive.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Bidders whose responses, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of the Contract may be rejected as non-responsible. In determining a responsible bidder, the following factors may be considered:

- Adequacy of facilities, staffing, and financial resources;
- Previous experience with FSA contract or other similar government contracts;
- Ability to provide excellent customer service, including previous FSA contracts;
- Any other information relevant to the responsibility of a vendor that FSA is aware of.

In addition to the requirements of Section 2.01, FSA reserves the right to request staffing, performance and financial information from any bidder during the evaluation process if FSA determines this information is necessary to award the bid.

FSA reserves the right to determine which responses meet the requirements, specifications, terms and conditions of the solicitation, and which bidders are responsive and responsible.

FSA further reserves the right to limit participation of bidders who, in FSA's sole discretion, are determined to present responsibility concerns that call into question the bidder's ability to perform but that do not rise to the level of requiring rejection of the bidder as nonresponsible.

2.24 BASIS FOR AWARD

The FSA shall make awards to the lowest bidder by specification, by manufacturer and by zone to bidders deemed to be responsive and responsible. Awards may also be made to the second and third lowest bidders by specification, by manufacturer and by zone, if applicable and determined to be in the best interest of the FSA and the purchaser.

The Fleet Advisory Committee serves as the initial review for bid submissions. The Fleet Advisory Committee's review is submitted to the FSA for final evaluation and determination of award.

The options in the bid shall be for informational purposes only and will not serve as a basis for bid protest. However, the FSA has the discretion to consider option pricing in making the award if doing so would be in the best interests of the FSA or the purchaser.

FSA reserves the right to accept or reject any and all bids, and to waive any minor irregularity, technicality or omission if it determines that doing so will serve the purchaser's best interest.

2.25 FIRM BID

Bidder warrants by virtue of bidding it is submitting a firm bid and the prices quoted in their bid response will be good for an evaluation period of sixty (60) calendar days from the date of bid opening, and if awarded through the duration of the contract unless otherwise addressed by a contract extension or price adjustment as provided in this contract.

By virtue of the bid submission, bidder acknowledges its obligation to sell vehicles and equipment in all zones for which it is awarded. Failure of the bidder to comply with these requirements may result in the imposition of liquidated damages of up to \$1,000 per vehicle or equipment, which amount the vendor

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

agrees is reasonable, or probation, suspension, termination or a combination thereof from current and future bids at the FSA's discretion.

2.26 BID TABULATIONS

The Bid Tabulation report will be posted on the FSA Cooperative Purchasing Program website after the bid submission closes as indicated in the Bid Calendar. <https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/dealers-only>.

If there is a delay in posting the bid tabulation results, FSA will post a notice of the delay and a revised date for posting of results.

2.27 MINOR IRREGULARITIES/RIGHT TO REJECT

The FSA has the right to accept or reject any and all bids, or separate portions thereof, and to waive any minor irregularity, technicality or omission if the FSA determines that doing so will serve its best interest or the best interest of the purchasers. A minor irregularity is a variation from the terms and conditions of this procurement that does not affect the price of the bid or give the bidder a substantial advantage over other bidders and thereby restrict or stifle competition and does not adversely impact the interests of the FSA or the purchasers. At its option, the FSA may allow a bidder to correct minor irregularities but is under no obligation to do so. In doing so, the FSA may request a bidder to provide clarifying information or additional materials to correct the irregularity. However, the FSA will not request and a bidder may not provide the FSA with additional materials that affect the price of the bid, or give the bidder an advantage or benefit not enjoyed by other bidders.

The FSA may also reject any bids not submitted in the manner specified in this document.

2.28 CONE OF SILENCE

This Invitation to Bid is subject to the Cone of Silence that begins the date the bid submission opens through the bid award date and effective date of the awarded contract as indicated in the Bid Calendar. During this period all communications regarding this solicitation between FSA and Bidder will cease, except for procedural questions, questions regarding problems incurred in the use of the the bid system, or communications initiated by the FSA. All permitted communications during this period shall be made in writing to the procurement contacts identified in Section 1.01 of this Invitation to Bid.

FSA is not responsible for bidder's improper use of the bid system. Exceptions will be granted to this section should any bid system malfunctions occur.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.0 CONTRACT CONDITIONS

3.01 GENERAL REQUIREMENTS

Once the bid has been awarded, the terms and conditions of this document become the Contract between the FSA and the awarded vendor.

The terms and conditions apply to all vehicles and equipment purchased from this contract.

3.02 STATEMENT OF AUTHORITY

Each person signing the Contract warrants that he/she is duly authorized to do so and binds the respective party to the Contract.

3.03 VENDOR CONTACT INFORMATION

The vendor will maintain current contact information with FSA at all times.

If a change occurs during the contract, the vendor must notify FSA immediately. The Vendor Change Document must be completed, signed by an authorized representative and submitted via e-mail to CPP@flsheriffs.org.

A sample Vendor Change Document can be found in Appendix A and on the FSA website.

3.04 OPTION TO RENEW & PRICE ADJUSTMENT

Renewal Option

The contract may be renewed by mutual agreement, initiated at the discretion of the FSA, for up to two (2) additional years, on a year to year basis. The FSA reserves the right to in its sole discretion elect to renew the contract in whole or in part.

In the event that the contract is held beyond the term provided herein, it shall be on a month-to-month basis only and shall not constitute an implied renewal of the contract. Such a month-to-month extension shall be upon the same terms of the contract and at the compensation and payment provided herein.

Price Adjustment

On an annual basis during the contract term, the FSA may consider a price adjustment due to changes in the Producer Price Index (PPI) as published by the U.S. Department of Labor, Bureau of Labor Statistics, as a result of any changes to national or state standards that require substantial cost adjustments, significant manufacturer changes to the production of and specification design, or in the event of material changes in tariffs that result in cost increases of 15% or more.

The price adjustment request may be considered and implemented by FSA on an annual basis during the initial term, or upon the completion of the initial term or a 12-month renewal period. Price adjustments will be implemented upon request from a vendor or in the event that the FSA determines in its sole discretion that such a price adjustment is warranted.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Prices may be increased or decreased by the percentage change reflected in the nationally published PPI. FSA shall determine the PPI based on the most recent published PPI initiated at the time of renewal that best reflects adjustments to the economy over the previous 12 months.

In the event of changes to national or state standards, the vendor must present verifiable changes in cost to FSA. The FSA will consider the cost changes and will make a final determination on the change in price.

In cases where manufacturers have significant changes to production and specification design to an awarded item, FSA will consider certified manufacturer price changes and may allow price adjustments to reflect such changes in price from the manufacturer to the awarded vendor.

For any vendor-initiated price adjustment to commence on the first day of the renewed contract term, extension or the end of a 12-month period, the vendor's request or adjustment should be submitted one hundred and twenty (120) calendar days prior to expiration of the then current contract, extension or 12-month period. The vendor-initiated price adjustment request must clearly substantiate the reasons for the requested increase. If no request is received from the vendor, the FSA will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period will not be considered.

The FSA reserves the right to accept the renewal adjustment or to allow the contract to fully or partially terminate and readvertise for bids, whichever is in the best interest of the FSA.

3.05 ADDITIONS AND DELETIONS

The FSA reserves the right to add or delete any items from this bid or resulting contract when deemed to be in the best interest of FSA and the participating purchasers.

FSA reserves the right to remove, discontinue or suspend the sale or offering of any product within the Invitation to Bid document or existing contract, at its discretion.

This decision to take action may be based upon and not limited to:

- Few or no sales;
- Product recalls and other safety issues;
- Vendor/Manufacturer performance; or
- Lack of relevance of products.

3.06 EQUITABLE ADJUSTMENT

The FSA may make an equitable adjustment to the contract terms or pricing at its discretion.

3.07 CONDITIONS

It is understood and agreed that any item offered or shipped as a result of this bid shall be the most current model offered, i.e. the most current production model at the time of this bid.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.08 PRODUCTION CUTOFF

Vendor shall notify the FSA in writing no less than sixty (60) calendar days prior to the close of final order date by the manufacturer when the final order date is during the term of the contract. Notification shall be provided in writing.

Purchase orders received by the vendor ten (10) business days prior to the final order date must be accepted and entered into the order system with the manufacturer.

If a purchase order has been timely received by the vendor or the manufacturer, and the manufacturer fails to produce or deliver the production year vehicle, the vendor must provide the next year's equivalent model at current contract prices.

Purchase orders issued and received after the production cutoff date will be subject to availability. In this case, the vendor and manufacturer have the discretion whether to choose to provide next year's model at current year's prices until the end of the contract term.

If the manufacturer cutoff date is during the term of the contract and will affect the purchaser's ability to obtain the specifications, FSA may consider substitutions from the same manufacturer.

3.09 FACILITIES

The FSA reserves the right to inspect the vendor's facilities at any time with prior notice.

3.10 SUBSTITUTIONS

The FSA or purchasers will NOT accept substitutes of any kind. Vendors are expected to furnish the brand quoted in the bid once awarded. Any substitutes will be returned at the vendor's expense. Delivery of substitutes and the delay in supplying the correct specification can be deemed grounds for termination for default.

3.11 POLICE RATED VEHICLES & MOTORCYCLES

Vehicles in this category have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation.

These evaluations are not designed to recommend a particular product, but to serve as a resource for vehicles which are currently being offered for law enforcement service. To see the full detailed report click or copy the links below.

The importance with which each individual phase is weighted in these evaluations is a subjective decision which should be made by each agency based upon that agency's needs.

For the purposes of this bid, the following are recognized authorities:

State of Michigan, Department of State Police and Department of Technology, Management and
Budget Police Vehicle Evaluation Program

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

https://www.michigan.gov/documents/msp/2019MYPoliceVehicleEvaluationTestBook639203_7.pdf

Los Angeles County Sheriff's Department Law Enforcement Vehicle Test and Evaluation Program Vehicles:

<https://www.lasd.org/pdfjs/web/viewer.html?file=VehicleTestBooklet.pdf>

Motorcycles:

https://www.lasd.org/pdf/2017_MotorcycleTestBooklet12192017.pdf

3.12 SPECIAL SERVICE VEHICLES

Vehicles in this category in some cases have been reviewed by one or more of the nationally recognized authorities on Police Vehicle Testing Program/Evaluation. These vehicles are labeled as Special Service Vehicle (SSV) and often used in public safety applications and other areas of government. Refer to manufactures published information for detailed information regarding these vehicles.

3.13 CAB AND CHASSIS PURCHASES

Cab and Chassis can be purchased from the vendor without any required additional fitting by the vendor. If an incomplete chassis is sold to an agency, then the vendor is not responsible for the tag and title. Vendors are responsible for tag and title work if the chassis is completed by the vendor or the vendor's contracted third party supplier.

FSA highly recommends that all upfitting of cab and chassis be performed by vendors who are licensed and certified to perform such work to avoid unnecessary exposure to future liability.

The requirements of Florida Statute 319.21 related to the manufacturer statement of origin apply to cab and chassis purchases.

3.14 FACTORY INSTALLED

All options specified as factory installed are to be installed on the vehicle at the primary site of assembly and is to be the manufacturer's standard assembly-line product. No aftermarket and no vendor-installed equipment will be accepted as factory installed. Vendors found supplying aftermarket or vendor-installed equipment where factory installed are specified may be required to retrieve all delivered vehicles and reorder new vehicles meeting the specifications.

All factory ordered options are to be original equipment manufacturer (OEM) and factory installed unless otherwise noted by the vendor and acknowledged in writing by the purchaser. Verbal agreements will not be recognized.

Aftermarket parts, modifications, and factory produced parts and components ordered and installed by a vendor that do not meet the requirements of factory installed components, will be rejected for noncompliance with the requirements of the specification.

In the event that a component that does not meet the specifications is found installed on a vehicle before or after the vehicle has been accepted by the purchaser, the vendor shall be required to replace the vehicle

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

with a vehicle that meets the required specifications, including factory installed components. In the alternative, the purchaser shall decide whether they will accept vendor installed components.

3.15 VENDOR INSTALLED OPTIONS

All vendor-installed accessories or options shall be installed according to the manufacturer's specifications. Examples include, but are not limited to a roll bar, trailer hitch, etc.

All such accessories must be manufactured by an established manufacturer of the product provided. Vendor is required to disclose Make and Model of product being offered and the location, design, and model must be approved by the purchaser prior to installation. Prior to any purchase, the vendor must also disclose the warranty of any item that is less than or exceeds the factory vehicle or equipment warranty coverage.

A vendor that employs a third-party supplier or subcontracts technicians to install emergency equipment on vehicles purchased on this contract is required to utilize technicians that are certified in Law Enforcement Vehicle Installation through EVT Certification Commission, Inc. or an approved equivalent.

The FSA may at any time during the contract period request proof of the required certification.

Any vendor that violates this provision will be considered in default of the contract. FSA may terminate the contract in accordance with Section 1.45 of this Invitation to Bid.

3.16 NON-SCHEDULED OPTIONS

FSA requests vendors include most frequently purchased scheduled, factory and aftermarket options in the bid document. If a purchaser requests a non-scheduled option that is not included in the bid document, the vendor may provide this non-scheduled option. The purchaser has the opportunity to request the vendor's discount pricing for any non-scheduled options during the quote process. At no time should the non-scheduled option exceed MSRP or Published List Price.

Non-scheduled options should be listed as a separate line item and noted on the purchase order to include the price. All non-scheduled options are covered under these terms and conditions.

3.17 FORCE MAJEURE

A vendor shall not be penalized for a delay resulting from the vendor's failure to comply with delivery requirements if neither the fault nor the negligence of the vendor or its employees contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the vendor's control, or for any of the foregoing that third party suppliers if no alternate source of supply is available to the vendor.

3.18 DELIVERY TIME

Vendors shall specify the estimated delivery time in calendar days for each item. The purchaser should consult the vendor regarding vehicle production schedules. Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

3.19 ORDER

The vendor shall submit a copy of the purchase order to the FSA within 15 calendar days of receipt from the purchaser.

To initiate a purchase, a purchaser issues a purchase order to the vendor, which shall include:

- The contract number and title,
- Specification number,
- Purchaser's federal identification number, and
- Name, phone number and email address for the point of contact at the purchasing agency.

Delivery or due dates should be discussed with the vendor at the time the quote is provided to the purchaser, or if no quote is provided, when the purchase order is delivered to the vendor. It is important to note that vendors do not have any control over production delays in schedules from the manufacturer.

While it is recommended that an agency purchase from the zone which is closest to their location, it is not mandatory to do so. If the purchaser determines that a vendor in another zone can better serve the purchaser's needs, the purchaser may order from a vendor in another zone. Vendors that provide vehicles or equipment outside of an awarded zone may upon mutual agreement between the vendor and the purchaser charge a delivery fee.

The purchaser should forward an executed copy of the purchase order to the FSA at the same time the purchase order is sent to the vendor. Emails or hard copies are acceptable. Emails can be sent to coop@flsheriffs.org.

If a vendor receives a purchase order for a specification for which they were not awarded, the vendor must notify the purchaser and return the purchase order to the purchaser within three (3) business days.

All vehicles ordered prior to production cut off and in accordance with the contract shall be supplied in the manufacturer's next model run of that class vehicle even if it requires supplying a later model at the original bid prices.

Vendor shall place the order with the manufacturer within 10 business days of receipt of the purchase order. The vendor shall assure that all orders are placed in full compliance with the specifications and the terms and conditions of the Contract and the purchase order.

It is the vendor's responsibility to ensure that the vehicle or equipment ordered by the purchaser is fully compatible with all ordered options and that the vehicle complies with all applicable manufacturer and industry standards. The vendor's acceptance of a purchaser's order will indicate that the vendor agrees to deliver a vehicle that will be fully compatible with all of its options.

Any changes that are required to bring a vehicle or equipment into compliance with the various options due to an incorrect order will be accomplished at the vendor's expense.

A Confirmation of Order form shall be completed by the vendor and returned to the purchaser 14 calendar days from receipt of purchase order without notification by the purchaser. An example Confirmation of Order form is included in Appendix C.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Any additional information needed to complete this form should be obtained from the purchaser. The form may be modified to accommodate each purchaser as necessary.

3.20 VEHICLE AND EQUIPMENT DELIVERY

At a minimum, pre-delivery service shall include the following:

- Standard Vendor and Manufacturer protocol for new vehicle and equipment delivery;
- Cleaning of vehicle and equipment, if necessary, and removal of all unnecessary tags, stickers, or papers (window price sticker or supplied line sheet shall remain);
- Speedometer must be correct regardless of the tires provided by the vehicle manufacturer or axle ratio furnished;
- Verification that the hour meter does not exceed five (5) hours for equipment;
- Owner's manual and warranty manual to accompany each vehicle and equipment; and
- MSRP list sheet (window sticker) MUST be in the vehicle when it is delivered to the purchaser. Vehicles that are missing this form, or have forms that have been altered will not be accepted. Build sheets, or documentation that verifies what components are included on the equipment being delivered, must be provided for equipment.

The vendor shall be responsible for delivering vehicles and equipment that are properly serviced, clean and in first class operating condition.

Vendor shall complete delivery of the vehicle and equipment to the purchaser within fourteen (14) calendar days of receipt of the vehicle from the manufacturer or equipment supplier. This deadline shall not apply to vehicles originating as an incomplete chassis.

Receipt of a vehicle or equipment by the vendor is defined as acceptance of the vehicle or equipment from a common carrier at the vendor's place of business or any third party's place of business.

Deliveries of less than 350 miles may be accomplished by driving the vehicle. Any delivery accomplished by driving the vehicle must be supervised and the driver must comply with manufacturer's break-in requirements and all applicable traffic laws. Any delivery accomplished by driving a police rated vehicle must use an "OUT OF SERVICE" cover on light bars.

All deliveries in excess of 350 miles shall be made by transport, or otherwise approved by the purchasing agency. However, this requirement shall not apply to incomplete chassis. The purchaser has the option to reject a vehicle with more than 350 odometer miles, or may deduct \$0.51 cents per mile in excess of 350 miles from the invoice, unless distance above 350 miles was previously approved by the purchaser. This requirement also applies to redelivery of vehicles that were rejected upon initial delivery. Equipment with more than five (5) hours on the hour meter may be rejected by the purchaser or the purchaser may choose to negotiate a lower purchase price when the unit exceeds five hours.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

All warranties shall begin at the time of delivery to the purchaser. The purchaser's warranty should not be active for incomplete vehicles or equipment and vehicles or equipment delivered to a third-party supplier before final delivery.

Vendor shall notify the purchaser no less than twenty four (24) hours prior to delivery of the time and location, which shall reflect the mutually agreed upon delivery details. Transport deliveries must be unloaded and inspected by purchaser. Deliveries not complying with these requirements may be rejected and will have to be redelivered at vendor's expense.

All vehicles or equipment with fuel tanks of thirty-five (35) gallons or less must contain no less than one quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. For vehicles and equipment that have more than thirty-five (35) gallons, a minimum of one eighth (1/8) of a tank of fuel must be provided.

3.21 INSPECTION AND ACCEPTANCE

It is the responsibility of the purchaser to inspect a vehicle or equipment for any damages.

Each purchaser shall make a good faith effort to inspect the vehicles or equipment before or at the time of delivery for acceptance. One (1) day is the suggested period for inspection. However, if reasonable accommodations for inspection cannot be made upon delivery, the purchaser may have up to three (3) business days to inspect the vehicle or equipment for acceptance.

Inspection and acceptance will be at the purchaser's destination unless otherwise previously agreed upon location was provided in the purchase order.

It is the purchaser's responsibility to thoroughly inspect each vehicle and equipment prior to acceptance. Copies of the bid specifications and purchase order will be delivered with the vehicle. Purchasers are to inspect the vehicle and equipment and compare bid specifications, purchase order and manufacturer's window sticker or manufacturer's invoice to ensure vehicle or equipment meets or exceeds the requirements of the bid specifications and the submitted purchase order. Purchasers should inspect the vehicle and equipment for physical damage.

Delivery of a vehicle or equipment to a purchaser does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be given only after a thorough inspection indicates that the vehicle and equipment meet contract specifications and the requirements listed below.

Should the delivered vehicle differ in any respect from specifications, payment can be withheld until such time as the vendor completes the necessary corrective action.

Units shall be delivered with each of the following documents completed or included:

1. Copy of Customer's Purchase Order
2. Copy of the applicable Vehicle or equipment specification
3. Copy of Manufacturer's Invoice or Window Sticker for vehicles (prices may be deleted from the manufacturer's invoice); or a Build sheet, or documentation that verifies what components are included on the equipment being delivered, for equipment
4. Copy of Pre-Delivery Service Report
5. Warranty Certification

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

6. Owner's manual
7. If the vendor does not provide the tag and title, then the DHSMV 82040 (*Application for Certificate of Title and/or Vehicle Registration*) which requires a signature of authorized representative.

Deliveries that do not include the above items will be considered incomplete and can be refused.

3.22 REGISTRATION, TAG AND TITLE

Costs of registration, tag and title shall not exceed the statutory rates. FSA administrative fee does not apply to tag and title work.

Title items shall be the responsibility of the vendor. If the purchaser is a government agency, the purchaser has the right to choose to register and title the vehicle or equipment.

Reasonable administrative costs for registration and title services, including obtaining temporary tags, tag transfers, and new tags are permitted. All costs associated with obtaining, filing and shipping of tags shall be listed as an option during the bid submission for each item bid. Administrative costs can include convenience fees, cost reimbursements for filing, obtaining or delivery of tags, or any costs over the original purchase price of the registration and title. Administrative costs for registration and titling can be negotiated between the purchaser and the vendor.

3.23 INVOICING AND PAYMENTS

Invoicing and payments shall be the responsibility of the vendor and purchaser placing orders using this contract. Vendors must invoice each purchaser independently.

A purchaser has three (3) business days to inspect and accept the vehicles or equipment. The vendor shall be paid upon submission of invoices to the Purchaser after satisfactory delivery and acceptance of the vehicles and/or equipment.

The Local Government Prompt Payment Act will apply to ensure timely payment of Vendor invoices. The Local Government Prompt Payment Act is defined in Sections 218.70–218.79 of Florida Statutes.

3.24 WARRANTY REPAIRS AND SERVICE

All warranties shall begin at time of delivery and final acceptance by the purchaser. Failure by any manufacturer's authorized representative to render proper warranty service or adjustments, including providing a copy of the warranty work order to the purchaser, may subject the vendor to suspension from the approved vendor listing until satisfactory evidence of correction is presented to the FSA.

3.25 INADEQUATE SERVICE

When vehicles and equipment require service or adjustments upon delivery, the vendor shall either remedy the defect, or be responsible for reimbursing the manufacturer's local authorized representative or other service provider to remedy the defect. Such service or adjustments shall be initiated by the vendor within 48 hours after notification by a purchaser, not to include weekends and holidays. Delivery will not be considered complete until all services or adjustments are satisfactory and the vehicle or equipment is redelivered.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

The provisions of the delivery section shall remain in effect until the redelivery is accomplished. The cost of any transportation required shall be the responsibility of the vendor until the vehicles or equipment are satisfactory and accepted by the purchaser.

3.26 REPORTING: PURCHASE ORDERS & QUARTERLY REPORTS

Purchase Orders

The vendor must submit copies of purchase orders upon receipt to the FSA. Purchase orders are considered late if not submitted fifteen (15) calendar days after the date of the purchase order. Purchase orders and accompanying documentation shall include base specification items purchased and all options itemized separately.

Vendors should scan a complete copy of the purchase order and attach it as a .pdf. Place the document title in the subject line of the e-mail and send purchase order copies to COOP@flsheriffs.org.

The files should be named using the the name of the purchasing entity, the purchaser type and the PO number. The purchaser type other can include any other eligible purchaser including special district, fire department or other purchasing entity not specifically named here. Out of state sales should include the state in the name.

PURCHASER TYPE	SAMPLE STRUCTURE	EXAMPLE
MUNICIPALITY	City Name PO 12345.pdf	Tallahassee PO 12345.pdf
COUNTY	County Name County PO 12345.pdf	Leon County PO 12345.pdf
EDUCATION	Educational Institution Name PO 12345.pdf	Florida State University PO 12345.pdf
OTHER	Special District Name PO 12345.pdf	Northwest Florida Water Management District PO 12345.pdf
SHERIFF	Sheriff Office Name PO 12345.pdf	Leon County Sheriff PO 12345.pdf

Quarterly Reports

Quarterly reports are the contractual responsibility of each vendor. Quarterly reports which do not adhere to the required format (as set forth in Appendix D) or are not complete of all purchase orders received and/or deliveries made during the quarter will be returned to the reporting vendor for correction of deficiencies.

Quarterly reports track the purchase orders received, deliveries made, and vendor administrative fees prescribed in Section 3.28 due in a given quarter.

All required quarterly report templates can be downloaded from the FSA website under the Cooperative Purchasing Program page, Other Links, Vendor Only page. All quarterly reports are to be sent to REPORTS@flsheriffs.org.

The quarterly report template shall be submitted using the Excel workbook provided. The workbook contains three 3 worksheets. The first worksheet titled "Instructions" must be completed with the name of the vendor and the quarter being reported in the fields that appear in red text. The quarter being reported should be selected from the drop down box. This information will be copied to the report page

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

headers in each worksheet. The second worksheet must contain all sales or purchase orders received during the quarter. The third worksheet must contain information on all deliveries made during the quarter. This tab will automatically calculate the administrative fee due to FSA.

Purchase orders should not be sent with quarterly reports. A screenshot of the template of a quarterly report is located in Appendix D. Quarterly reports must be completed and submitted electronically. Quarterly reports are due no later than the 15th day of the month following the end of the quarter.

Quarterly reports shall follow this schedule for the duration of the contract:

Contract Year 1: October 1, 2020 – September 30, 2021

Year 1 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 1 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 1 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 1 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 2: October 1, 2021 – September 30, 2022

Year 2 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 2 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 2 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 2 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

Contract Year 3: October 1, 2022 – September 30, 2023, as applicable

Year 3 Quarter 1:	October 1 – December 31	Q1 Report Due:	January 15
Year 3 Quarter 2:	January 1 – March 31	Q2 Report Due:	April 15
Year 3 Quarter 3:	April 1 – June 30	Q3 Report Due:	July 15
Year 3 Quarter 4:	July 1 – September 30	Q4 Report Due:	October 15

If a contract extension is executed, the quarterly reports will maintain the same schedule for future reporting periods.

Quarterly reports must be submitted even if there are no sales or no deliveries in a quarter. If a vendor has no sales within a quarter, the vendor shall indicate “No sales this quarter” on the top row of the sales worksheet. If the vendor has no deliveries in a given quarter, the vendor shall indicate “No deliveries this quarter” on the top row of the delivery worksheet.

FSA reserves the right to modify the procedure for submitting quarterly reports during the term of the contract. Such a change shall not materially modify the substance of the information to be reported, but may change the method by which future quarterly reports are to be submitted. In the event of such a change, FSA will provide written notice to all vendors of the method by which future quarterly reports are to be submitted.

3.27 ADMINISTRATIVE FEE

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

The FSA charges three quarters of one percent (.0075) to procure, process and administer the Contract.

After receipt of payment from contract purchases, the vendor shall remit all administrative fees to the FSA no later than 15 calendar days after the end of each quarter. All fees payable to the FSA during any given quarter will be accompanied and supported by a Quarterly Report.

Bidders are to include the administrative fee of three quarters of one percent (.0075) in all bid prices. The fee should be incorporated into the price at the time of bid submission. This fee should also be included on all add options. The administrative fee will remain payable to FSA and no relief from payment of the administrative fee, nor any additional charge to recoup the administrative fee, will be permitted if a vendor fails to incorporate the administrative fee in its bid pricing.

The fee should never be listed as a separate line item on any purchase order.

The administrative fee is based on the total purchase order amount of new vehicles or equipment. This fee excludes any value given to purchasers for trade-ins. Trade-ins, extended warranties and other exchanges will not reduce or impact the fee calculation.

The administrative fees are the contractual responsibility of each awarded vendor.

By submission of the quarterly reports and administrative fee, the vendor is certifying the accuracy of the reports and deposits. All reports and fee submissions shall be subject to audit by the FSA or their designee.

All participating vendors will be responsible for making sure that FSA has the contact information, including e-mail address, for the person responsible for quarterly reports. There will be no reminders for the quarterly reports or the administrative fee.

Checks for the administrative fee can be sent to:

Florida Sheriffs Association
Cooperative Purchasing Program
2617 Mahan Drive
Tallahassee, FL 32308

3.28 LIQUIDATED DAMAGES

The vendor warrants that the product supplied to the FSA or purchaser shall conform in all respects to the standards set forth and the failure to comply with this condition will be considered as a breach of contract. Any liquidated damages levied because of inadequacies or failures to comply with these requirements shall be borne solely by the vendor responsible for same.

Failure to submit the administrative fee with accompanying quarterly reports must be received by FSA within 15 calendar days following the end of each quarter will result in the imposition of liquidated damages. Vendors failing to submit administrative fees and/or quarterly reports will incur liquidated damages in the amount of \$25 for each calendar day that fees and reports are past due, beginning on the 16th day following the end of the quarter.

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

If a civil action is initiated by the FSA to recover administrative fees or liquidated damages as set forth in this section and Section 3.28, the prevailing party shall be entitled to its reasonable attorneys' fees and costs incurred in the litigation. Venue shall lie in the Circuit Court for the Second Judicial Circuit in and for Leon County, Florida.

When quarterly reports are late, liquidated damages are to be included in vendor's Quarterly Report and administrative fee submission. Liquidated damages that remain unpaid beyond 45 calendar days can result in FSA, at its sole discretion, implementing contract compliance actions, including but not limited to, suspension, limited participation by specifications or zones, disqualification from future solicitations, or termination for cause pursuant to Section 1.45.

Schedule of Liquidated Damages

Failure to submit quarterly report and/or administrative fee on time	\$25 per calendar day
Failure to report a Purchase Order to FSA within the 15 calendar days of the purchase order date	\$100 per Purchase Order
Failure to Report Sales	.0075 of the sales price plus 1.5% each month following the delivery date.

Vendor agrees and acknowledges that its failure to take any of the actions specified in the above schedule will damage the FSA, but by their nature such damages are difficult to ascertain. Accordingly, the above specified schedule of liquidated damages shall apply to this contract. Vendor agrees and acknowledges that these liquidated damages are not intended to be and do not constitute a penalty, but are instead intended solely to compensate the FSA for damages, and that these amounts are reasonably calculated to compensate the FSA for the damages that it will incur as a result of the vendor's failure to take the specified actions.

FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix A



Florida Sheriffs Association Cooperative Purchasing Program Vendor Change Document

Please complete this form to validate a requested change to Company Addresses, Contacts or Contact Information below.
Include all sections where information has changed, old and new.

FSA Contract Number(s) affected by change: _____

Company Information Changes:

Old Information	New Information
Old Company Name:	New Company Name:
Old Company Address:	New Company Address:
Old Company City:	New Company City:
Old Company State:	New Company State:
Old Company Zip:	New Company Zip:

Company Contact Changes:

Old Contact Information	New Contact Information
Old Contact Name (First, Last):	New Contact Name (First, Last):
Old Contact E-Mail:	New Contact E-Mail:
Old Contact Office Phone:	New Contact Office Phone:
Old Contact Mobile Phone:	New Contact Mobile Phone:
Old Contact Fax Phone:	New Contact Fax Phone:

This information is requested by an authorized representative of _____.

This request will take effect as soon as it is received by FSA by e-mailing to cpp@flsheriffs.org.

Name of Authorized Company Representative _____

Job Title _____ Date of Request _____

Authorized Company Representative Signature: _____

FSA Office Use:

Date Received:

Change Effective:

FSA Agent:

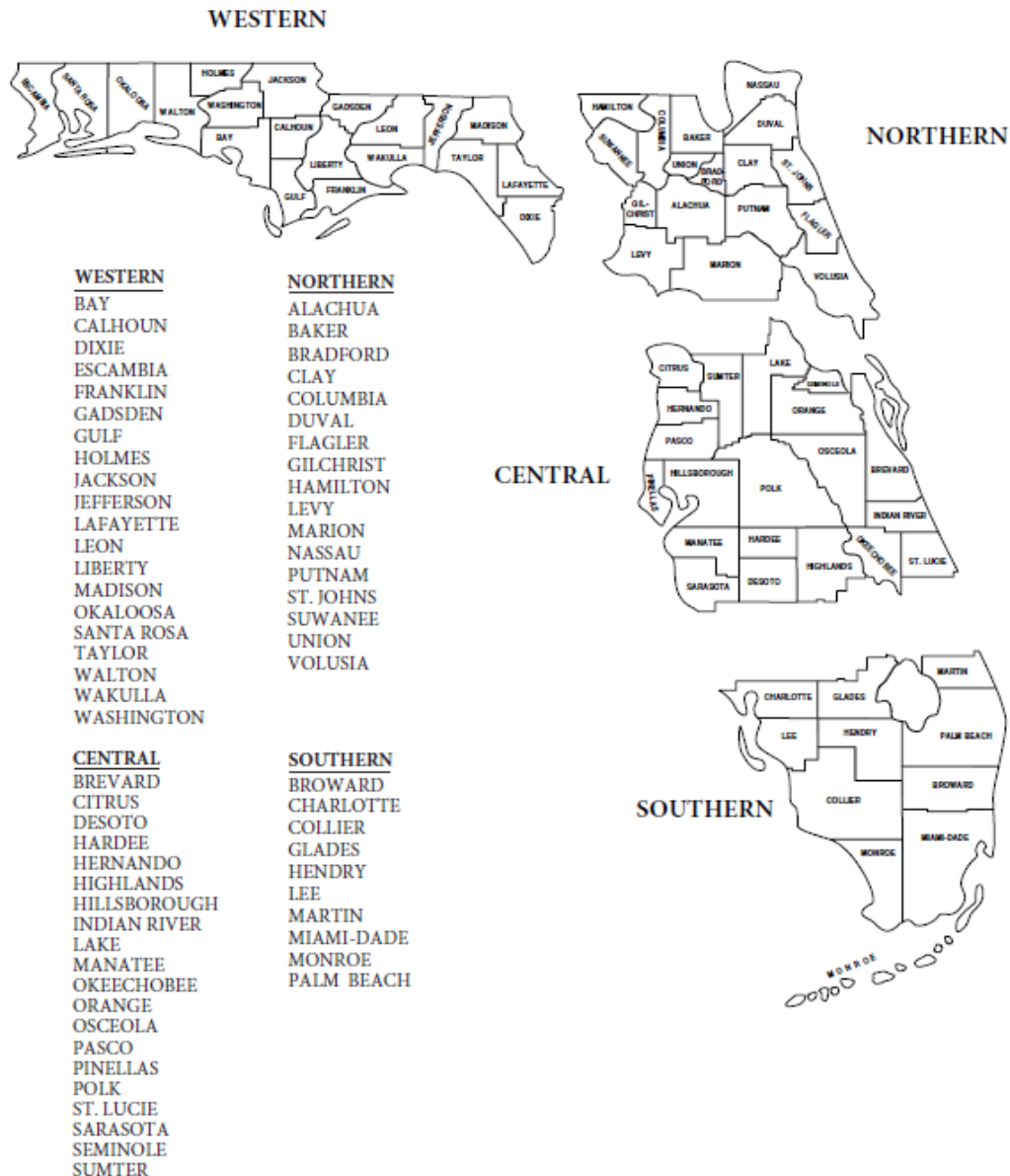
FLORIDA SHERIFFS ASSOCIATION

Cooperative Purchasing Program

Contract Terms and Conditions

Appendix B

FSA CONTRACT ZONE MAP



FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix C



CONFIRMATION OF ORDER FORM

Police Rated, Administrative, Utility Vehicles Trucks and Vans

Bid # FSAXX-XXXX

Vendors are to complete and return this confirmation of order form by email, fax or mail to the agency location listed below within fourteen (14) calendar days after receipt of purchase order.

Vendor:

Vendor: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Fax: _____

Specification No. _____ Type Vehicle/Equipment: _____

Purchase Order Number: _____ Purchase Order Received: _____

Order Was Placed With the Manufacturer on: _____

Under Production Number: _____

Estimated Date of Delivery: _____

Comments: _____

PURCHASER: _____

Contact Person: _____

Address: City: _____

Phone Number: _____ State: _____ Zip: _____

E-mail: _____ Fax: _____

FLORIDA SHERIFFS ASSOCIATION
Cooperative Purchasing Program
Contract Terms and Conditions

Appendix E



Bid Calendar

FSA20-VEL28.0 Pursuit, Administrative and Other Vehicles
FSA20-VEH18.0 Heavy Trucks
FSA10-EQU18.0 Equipment

CALENDAR ITEM	DATE
Bid Announcement	4/22/20 & 5/25/20
Voluntary Workshops For Contracts FSA20-VEL28.0 & FSA20-VEH18.0 *	6/10/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEL28.0 *	7/8/20
Mandatory Pre-Bid Meeting for Contract FSA20-VEH18.0 *	7/9/20
Request for Clarifications Due	7/30/20
Mandatory Qualifying Documents Submission	8/3/20
FSA Response to Request for Clarifications	8/5/19
Cone of Silence	8/7/20 – 10/1/20
Bid System Open	8/7/20
Bid Submissions Due	8/31/20
Public Bid Opening	9/1/20
Fleet Advisory Committee Bid Review	9/1/20 – 9/4/20
Intent to Award Posted	9/9/20
Final Bid Award	10/1/20

* Details for the Workshop, Mandatory Pre-Bid Meeting, and Public Bid Openings will be posted on FSA's website, emailed to interested bidders, or can be found in Florida Administrative Registrar (as appropriate) for the dates published.

* FSA intends to do an in-person Mandatory Pre-Bid meeting. However, the FSA has plans to conduct the meeting via webinar if conditions do not permit or are not safe for an in-person meeting. If FSA can conduct the meeting in-person, it will be held at the Falkenburg Road Jail Assembly Room at the Hillsborough County Sheriff's Office.

For the most up to date information on these events, please refer to

<https://www.flsheriffs.org/law-enforcement-programs/cooperative-purchasing-program/bid-announcements>.

BID AWARD

CONTRACT

FSA20-EQU18.0

HEAVY EQUIPMENT

Contract Term:
October 1, 2020– September 30, 2023

Cooperative Purchasing Program

Coordinated By

The
Florida Sheriffs Association
&
Florida Association of Counties





Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-EQU18.0 Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2023.

This year's bid award included 404 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 84 submitted bids and 79 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment:

1. ACF Standby Systems, LLC
2. AG-PRO LLC
3. ALAMO GROUP (TX) INC
4. Aljon By C&C Manufacturing
5. Alta Construction Equip. Florida, LLC
6. Ameri-Recreational Sports, LLC
7. Applied Concepts, Inc.
8. ARI Phoenix, Inc.
9. ATMAX Equipment Co
10. Bandit Industries
11. BBA PUMPS
12. Beck Chrysler Dodge Jeep
13. Bush Hog, Inc
14. CDPW, Inc.
15. Certified Lift Installation & Maint. Corp
16. CLARK EQUIPMENT COMPANY
17. Club Car LLC
18. Container Systems & Equip. Co., Inc.
19. Cowin Equipment Company
20. Crimson Technology Products, LLC
21. DeLand Truck Center, Inc.
22. Dobbs Equipment, LLC
23. Doosan Infracore North America LLC
24. Embankscape Equipment LLC
25. Energreen America Inc
26. Environmental Products Group, Inc.
27. Envision Solar International Inc.
28. Everglades Equipment Group
29. Federal Contracts Corp
30. Florida Coast Equipment, Inc.
31. Futch`s Tractor Depot, inc
32. GapVax, Inc.
33. Genset Services, Inc.
34. Glade & Grove Supply Co LLC
35. Great Southern Equipment Co.
36. Green Thumb Palm Beach
37. Holland Pump Company
38. Humdinger Equipment, Ltd.
39. Jeffrey-Allen Inc.
40. JOBBERS EQUIPMENT WAREHOUSE INC
41. K&K Systems, Inc.

List of Awarded Vendors in Alphabetical Order for FSA20-VEH18.0 Heavy Equipment (Continued):

42. Kelly Tractor Co
43. L.J. POWER, Inc.
44. Linder Industrial Machinery
45. McKibben Motorsports LP, Inc
46. McKibben Powersports, Inc
47. Menzi USA Sales, INC.
48. Mersino Dewatering
49. Mid Florida Diesel, Inc
50. MTD Products Company
51. MWI Corporation
52. National Equipment Dealers, LLC
53. Pantropic Power
54. Pat`s Pump & Blower
55. Power & Pumps, Inc.
56. Rechtien International Trucks, Inc.
57. RhinoAg, Inc.
58. RIDGE EQUIPMENT CO., INC.
59. Ring Power Corporation
60. Sewer Equipment Co. of America
61. Southern Sewer Equipment Sales
62. Southern States ToyotaLift
63. STERTIL-KONI USA INC.
64. Striping Service and Supply, Inc.
65. Sun State International Trucks
66. Texas Trailers Sales and Service
67. Thompson Pump & Mfg Co Inc
68. Tom Evans Environmental, Inc.
69. Tradewinds Power Corp.
70. Trucks & Parts of Tampa, LLC
71. Vac-Con, Inc.
72. Vehicle Service Group, LLC.
73. VENTURE PRODUCTS INC.
74. Vermeer Southeast Sales
75. Vetted Security Solutions
76. Warren Equipment Inc
77. Weedoo Greenboat, Inc.
78. Xylem Dewatering Solutions, Inc.
79. Zabatt Power Systems



Protecting, Leading & Uniting...since 1893

FLORIDA SHERIFFS ASSOCIATION

2617 Mahan Drive, Tallahassee, Florida 32308
P.O. Box 12519 • Tallahassee, Florida 32317-2519

p: (850) 877-2165
f: (850) 878-8665
www.flsheriffs.org  

Date: October 1, 2020

To: All Perspective Participants

From: Steve Casey, Executive Director
Craig Chown, CPP Manager

Re: Contract Number FSA20-EQU18.0 Heavy Equipment

We are pleased to announce that the Florida Sheriffs Association has successfully completed its 18th cooperative competitive bid for heavy trucks. This contract is in effect beginning October 1, 2020 through September 30, 2023.

This year's bid award included 404 specifications and makes and models for heavy trucks.

The competitive process for this award began in April 2020, when stakeholders were surveyed regarding procurement needs. Specifications were developed based on prior year activity and new additions were added based on survey results and the Fleet Advisory Committee's review of products.

An advertisement of the Invitation to Bid was placed within the FSA website and Florida Administrative Weekly on April 22, 2020. On June 2, 2020, a direct notification was sent to 511 prospective bidders to register for qualification to participate in the bid process for heavy trucks and heavy equipment. From this ITB, 206 bidders responded to the pre-bid meeting registration or request for qualified waiver for FSA approval. Of these respondents, 84 submitted bids and 79 qualified, responsive bidders were awarded after a review by the FSA and the FSA Fleet Advisory Committee.

The Florida Sheriffs Association Cooperative Purchasing Program has followed the Contract Terms and Conditions to procure this contract.

Contract prices are extended and guaranteed to any local government or political subdivision of the state, public educational institutions, other public agencies or authorities with the State of Florida, and other entities approved by the manufacturer to participate in this contract.

Out of state sales are permitted under this contract. All purchasers are bound by their local governing purchasing ordinances, rules and regulations. All awarded vendors are governed by their manufacturer agreements and the Contract Terms and Conditions.



Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Public Service

ITEM 6.10: Authorize Equipment Purchase – Main Lift Station Piping Repair (LS No. 39) – Public Service Department (FY2021 Budget - Water & Sewer Enterprise Fund)

SUMMARY: The Public Service Department has a need to perform urgent repair services on 6-inch piping within the Main Lift Station (LS No. 39), which is located at 360 Davis Road. Recently, the Public Service Department - Utility Maintenance staff, identified cracks on the discharge piping to both of the lift station pumps at LS No. 39, which may prevent the pumps from operating at the required capacity and efficiency and would require a portable, emergency pump to be connected (and running) to the lift station at all times.

In order to mitigate the potential environmental compliance risk from the lift station not being able to operate as needed, an immediate repair of the piping at the Main Lift Station (LS No. 39) in the amount of \$32,925. The proposed contracted work, if approved, would include all required labor, materials and heavy equipment necessary to complete the repair except for two (2) - 6 inch base plates (\$800 each - total amount of \$1,600) (All original bid and contract documents associated with Indian River Contract No. 2019047 - Annual Bid for Lift Station Rehab authorizing the initial piggyback and renewal agreements with Hinterland Group are available in the Village Clerk's Office).

Note: The proposed work, if approved, would be completed by Hinterland Group and would include all necessary repairs utilizing the existing and approved piggyback contract from the Indian River County that was approved by the Village Council on February 13, 2020 and expires on June 4, 2022.

If approved, the proposed repair work will begin in February 2020 and is estimated to be completed within 30 days following the Notice to Proceed by the Village.

The proposed price quote was prepared by Hinterland Group and reviewed by the Public

Service Director/Engineer, Assistant Public Services Director/Engineer, Utilities Superintendent, and Finance Director.

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

FISCAL IMPACT:

Funding to support this proposed repair is available within the FY 2021 Budget – Water and Sewer Fund.

<u>Allocated/Estimated Project Funding:</u>	
FY 2021 Approved Budget - Water & Sewer Fund	<u>\$350,250</u>
TOTAL APPROVED BUDGET:	\$350,250

<u>Estimated/Actual Project Costs:</u>	
Actual Project Cost - LS No. 39 Pipe Repairs	<u>\$32,925</u>
TOTAL EQUIPMENT PURCHASE COST:	\$32,925

Note: The purchase would include all required labor, materials and heavy equipment necessary to complete the repair except for two (2) - 6 inch base plates at \$800 each (total amount of \$1,600).

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:

Purchase Request to Repair Lift Station Piping - Main Lift Station LS No. 39 - Quote - Hinterland Group

Executed Village of Palm Springs Agreement - Hinterland Group

Village of Palm Springs Agreement - Contract Unit Prices - Hinterland Group



Hinterland Group, Inc.
2051 W Blue Heron Blvd
Riviera Beach, FL 33404

(561) 640-3503 - Phone

FAX - 561-640-3504

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Proposal # 20-0015-03

ADDRESS

Village of Palm Springs
Andy Klausner
[Andrew Klausner <aklausner@vpsfl.org>](mailto:Andrew.Klausner@vpsfl.org)

DATE: 11/17/2020

JOB NAME: WTP LS Rehab

ACTIVITY	QUANTITY	UNIT	RATE	AMOUNT
Line Item #3 - Mobilization	1	LS	\$1,500.00	\$1,500.00
Line Item #8 - Confined Space Entry	1	LS	\$100.00	\$100.00
Line Item #17 - Traffic Cones (15 Cones, 5 days)	75	DAY	\$3.00	\$225.00
Line Item #33 - 6" Bypass Pump Setup	2	EA	\$300.00	\$600.00
Line Item #34 - 6" Bypass Pumping Operation	10	DAY	\$700.00	\$7,000.00
Line Item #128 - 6" Vertical Discharge Piping	2	EA	\$3,800.00	\$7,600.00
Line Item #129 - 6" Discharge Piping (Beyond 15 LF)	26	LF	\$200.00	\$5,200.00
Line Item #146 - 6" Pump Base w/ Anchors	2	EA	\$3,200.00	\$6,400.00
Line Item #219 - Vacuum Truck	8	HR	\$225.00	\$1,800.00
Line Item #267 - Pressure Washing	500	SF	\$5.00	\$2,500.00

TOTAL

\$32,925.00

Notes:

1. Pricing is based on Indian River Contract No. 2019047 - Annual Bid for Lift Station Rehab

ALL PO's/Contractual Issuances are to be emailed to: info@hinterlandgroup.com

Accepted By: _____

Accepted Date: _____

AGREEMENT FOR LIFT STATION REHABILITATION SERVICES

This Agreement for lift station rehabilitation services ("Agreement" hereafter) is made as of the 13th day of February, 2020, 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 **Hinterland Group, Inc.**, 2501 W. Blue Heron Blvd., Riveria Beach, FL 33404, a corporation 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 perform lift station rehabilitation services for the VILLAGE; and,

WHEREAS, Indian River County through its competitive selection process awarded the Contract for lift station repair rehabilitation services (ITB 2019047) ("Indian River Contract" hereafter) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE for performing lift station rehabilitation services based on the pricing and terms and conditions of the Indian River Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the Indian River 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. Indian River Contract. The Indian River 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 Indian River County under the Indian River Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the Indian River Contract and pricing therein, the CONTRACTOR shall perform lift station rehabilitation services as requested by the VILLAGE.
4. Contract Documents and Conflict of Terms and Conditions. The Contract Documents for this Agreement are comprised of the following:
 - A. All written modifications and amendments hereto;
 - B. This Agreement;
 - C. Indian River Contract (including the ITB, Contractors Proposal and Contract).

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 Indian River Contract.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the Indian River Contract. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of 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 by the Indian River Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 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, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to mirror the Indian River Contract term which shall expire on June 4, 2022.
- 6.11 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.

- 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 CONSULTANT 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.

7. 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 council members, 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.

8. Warranty. CONTRACTOR shall provide a warranty to the VILLAGE for services performed and/or material installed in accordance with the warranty provision of the Indian River Contract.

9. Public Entity Crimes. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR 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 CONTRACTOR list. CONTRACTOR will advise the Village immediately if it becomes aware of any violation of this statute.

10. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time CONTRACTOR submits a bid or proposal for a contract or before CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, CONTRACTOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

11. Termination of Contract. The VILLAGE reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract. CONTRACTOR may terminate this Contract upon 30 days written notice to the VILLAGE.

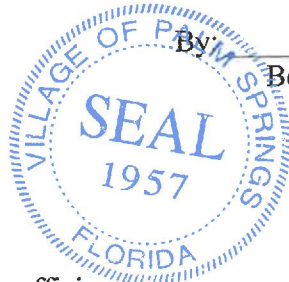
12. The CONTRACTOR shall not perform work which is out of scope, nor exceed any amounts stated in the Contract. Note that the VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize work beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for this work in any subsequent Fiscal Year.

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

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST


Kim Wynn, Village Clerk



By: 
Bev Smith, Mayor

Approved as to form and legal sufficiency:


Glen J. Torcivia, Village Attorney

CONTRACTOR: **HINTERLAND GROUP, INC.**

By: 

Print Name: CHASE ROGERS

Title: PROTECT DIRECTOR

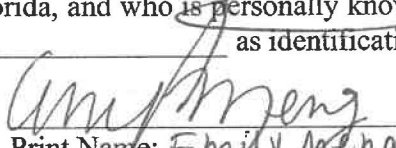
[Corporate Seal]



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 27th day of JAN, 2020 by CHASE ROGERS, as PROTECT DIRECTOR of Hinterland Group, 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


Print Name: Emily Meng

My commission expires: 07/19/2022



Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
1	MOBILIZATION & GENERAL CONDITIONS- ORDERS UNDER \$15,000 (per site)	LS	\$ 2,500.00
2	MOBILIZATION & GENERAL CONDITIONS- ORDERS \$15,000-\$40,000 (per site)	LS	\$ 2,000.00
3	MOBILIZATION & GENERAL CONDITIONS- ORDERS GREATER THAN \$40,001 (per site)	LS	\$ 1,500.00
4	INSURANCE PER CONTRACT (One time pay item each year of contract)	LS	\$ 100.00
5	PUBLIC CONSTRUCTION BOND (UP TO \$250,000) IF REQUIRED (per year)	LS	\$ 5,000.00
6	VIDEO RECORDING, PRE-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	\$ 600.00
7	VIDEO RECORDING, POST-CONSTRUCTION (per site, up to 500 feet of roadway)	LS	\$ 600.00
8	TRENCH SAFETY AND CONFINED SPACE ENTRY COMPLIANCE (per site)	LS	\$ 100.00
9	MINOR MOT DESIGN & SETUP (per site, no lane closure, County right of way)	DAY	\$ 50.00
10	INTERMEDIATE MOT DESIGN & SETUP (per site, single lane closure, County right of way)	DAY	\$ 250.00
11	BARRICADE TYPE I or II w/ WARNING LIGHT	DAY	\$ 5.00
12	BARRICADE TYPE III w/ WARNING LIGHT	DAY	\$ 5.00
13	MOT WARNING SIGNS	DAY	\$ 5.00
14	STATIC ARROW BOARDS, DETOUR SIGNS	DAY	\$ 5.00
15	DYNAMIC ARROW FLASHING SIGN	DAY	\$ 35.00
16	VARIABLE MESSAGE TRAILER	DAY	\$ 65.00
17	TRAFFIC CONES	DAY	\$ 3.00
18	FLAGMAN	HR	\$ 40.00
19	CONSTRUCTION WARNING FENCE (includes up to 100 lineal feet)	DAY	\$ 50.00
20	CONSTRUCTION WARNING FENCE (per lineal foot in excess of 100 feet)	LFDA	\$ 5.00
21	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (includes up to 100 lineal feet)	DAY	\$ 150.00
22	TEMPORARY CHAIN LINK SECURITY FENCE, 6' HEIGHT (per lineal feet beyond 100 ft)	LFDA	\$ 15.00
23	TRAFFIC BARRIER, WATER OR SAND FILLED (includes up to 100 feet)	DAY	\$ 50.00
24	TRAFFIC SAFETY BARRIER, WATER OR SAND FILLED (per lineal feet beyond 100 ft)	LFDA	\$ 20.00
25	STAKED EROSION CONTROL FABRIC (includes up to 100 lineal feet)	DAY	\$ 50.00
26	STAKED EROSION CONTROL FABRIC (per lineal foot in excess of 100 feet)	LFDA	\$ 10.00
27	HAY BALES OR WATILES	LF	\$ 5.00
28	STEEL PLATE (32 sq. ft per plate)	DAY	\$ 25.00
29	LIGHT TOWER w/ GENERATOR	DAY	\$ 50.00
30	4" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	\$ 300.00
31	4" BY-PASS PUMPING OPERATION	DAY	\$ 500.00
32	4" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	\$ 5.00
33	6" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	\$ 300.00
34	6" BY-PASS PUMPING OPERATION	DAY	\$ 700.00
35	6" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	\$ 10.00
36	12" BY-PASS PUMPING INITIAL SETUP (includes 100 feet of temporary piping)	EA	\$ 500.00
37	12" BY-PASS PUMPING OPERATION	DAY	\$ 1,200.00
38	12" BYPASS PUMPING BEYOND THE INTIAL 100 FEET	LF	\$ 15.00
39	BYPASS PUMPING VIA 3,500 GALLON PUMPER TRUCK	HR	\$ 300.00
40	BYPASS PUMPING VIA VAC-CON PUMPER	HR	\$ 250.00
41	<u>Force Main Installation – 4" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH</u> (includes excavation, backfill & compaction)	LF	\$ 60.00
42	<u>Force Main Installation – 6" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH</u> (includes excavation, backfill & compaction)	LF	\$ 65.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
43	<u>Force Main Installation – 8" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH</u> (includes excavation, backfill & compaction)	LF	\$ 75.00
44	<u>Force Main Installation – 10" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH</u> (includes excavation, backfill & compaction)	LF	\$ 80.00

45	<u>Force Main Installation</u> – 12" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 90.00
46	<u>Force Main Installation</u> – 16" DIP, EPOXY LINED, CLASS 52, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 110.00
47	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	\$ 35.00
48	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	\$ 45.00
49	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	\$ 85.00
50	4" MEGA-LUG JOINT RESTRAINTS	EA	\$ 100.00
51	6" MEGA-LUG JOINT RESTRAINTS	EA	\$ 120.00
52	8" MEGA-LUG JOINT RESTRAINTS	EA	\$ 120.00
53	10" MEGA-LUG JOINT RESTRAINTS	EA	\$ 130.00
54	12" MEGA-LUG JOINT RESTRAINTS	EA	\$ 180.00
55	16" MEGA-LUG JOINT RESTRAINTS	EA	\$ 300.00
56	4" PLUG VALVE & VALVE BOX	EA	\$ 850.00
57	6" PLUG VALVE & VALVE BOX	EA	\$ 1,200.00
58	8" PLUG VALVE & VALVE BOX	EA	\$ 1,400.00
59	10" PLUG VALVE & VALVE BOX	EA	\$ 2,200.00
60	12" PLUG VALVE & VALVE BOX	EA	\$ 2,800.00
61	16" PLUG VALVE & VALVE BOX	EA	\$ 4,800.00
62	EXCAVATION & DISPOSAL OF ASPHALT PAVEMENT	SY	\$ 5.00
63	EXCAVATION & DISPOSAL OF CONCRETE SIDEWALKS, DRIVEWAYS & FLATWORK	SY	\$ 8.00
64	EXCAVATION & DISPOSAL OF CONCRETE CURB	LF	\$ 10.00
65	EXCAVATION & DISPOSAL OF UNSUITABLE SOIL	CY	\$ 20.00
66	CLEAN IMPORT SAND BACKFILL	CY	\$ 25.00
67	FLOWABLE FILL- EXCAVATABLE (per Section 121 FDOT spec)	CY	\$ 180.00
66	LIMEROCK STABILIZED BASE MATERIAL	CY	\$ 35.00
69	IN PLACE MATERIAL TESTING - LIMEROCK BEARING RATIO - ASTM	EA	\$ 125.00
70	IN PLACE MATERIAL TESTING- MODIFIED PROCTOR TEST, AASHTO T-180	EA	\$ 100.00
71	<u>Gravity Main Installation</u> – 6" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 75.00
72	<u>Gravity Main Installation</u> – 8" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 80.00
73	<u>Gravity Main Installation</u> – 10" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 85.00
74	<u>Gravity Main Installation</u> – 12" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 85.00
75	<u>Gravity Main Installation</u> – 16" DIP, EPOXY LINED, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 100.00
76	6" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 65.00
77	8" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 70.00
78	10" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 75.00
79	12" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 80.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
80	16" PVC, DR 26, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 85.00
81	8" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 75.00
82	10" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 80.00
83	12" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 85.00
84	16" PVC, DR 18, 0'-6' DEPTH (includes excavation, backfill & compaction)	LF	\$ 90.00
85	4" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 45.00
86	6" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 65.00
87	8" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 75.00
88	10" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 85.00

89	12" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 100.00
90	16" FERNCO COUPLING w/ SHEAR RINGS	EA	\$ 200.00
91	ADDITIONAL EXCAVATION 6'-8' DEPTH	LF	\$ 50.00
92	ADDITIONAL EXCAVATION 8'-10' DEPTH	LF	\$ 65.00
93	ADDITIONAL EXCAVATION 10'-12' DEPTH	LF	\$ 100.00
94	ADDITIONAL EXCAVATION 12'-15' DEPTH	LF	\$ 200.00
95	ADDITIONAL EXCAVATION 15'-18' DEPTH	LF	\$ 250.00
96	ADDITIONAL EXCAVATION 18'-24' DEPTH	LF	\$ 300.00
97	PIPE BEDDING - #57 STONE	CY	\$ 30.00
98	Duplex Remote Terminal Unit, Complete	EA	\$ 18,500.00
99	Duplex Remote Terminal Unit, Complete, Installed Only	EA	\$ 6,000.00
100	Duplex Motor Control Panel, 3 – 5 HP, Single Phase, 240 Volts	EA	\$ 30,000.00
101	Duplex Motor Control Panel, 3 – 10 HP, Three Phase, 240 Volts	EA	\$ 26,000.00
102	Duplex Motor Control Panel, 5 – 10 HP, Three Phase, 480 Volts	EA	\$ 28,000.00
103	Duplex Motor Control Panel, 15 – 25 hp, Three Phase, 480 Volts w/ Soft Starts	EA	\$ 32,000.00
104	Duplex Motor Control Panel, 30 – 100 hp, Three Phase, 480 Volts w/Soft Starts	EA	\$ 62,000.00
105	12" CHECK VALVE, OUTSIDE WEIGHT, FLANGED JOINT	EA	\$ 7,500.00
106	4" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$ 500.00
107	6" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$ 600.00
108	8" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$ 750.00
109	10" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$ 1,000.00
110	12" DIP FITTINGS, EPOXY LINED CLASS 52, FLANGED JOINT	EA	\$ 1,500.00
111	4" PLUG VALVE, LEVER OPERATED, FLANGED JOINT	EA	\$ 1,100.00
112	6" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$ 1,400.00
113	8" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$ 1,500.00
114	10" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$ 2,100.00
115	12" PLUG VALVE, HAND WHEEL, FLANGED JOINT	EA	\$ 2,400.00
116	STAINLESS STEEL 3" PRESSURE GAUGE & TAP	EA	\$ N/A
117	2" ARI-D-040 AIR RELEASE VALVE ASSEMBLY & 2" 316 STAINLESS STEEL BALL VALVE-TAPPING SADDLE	EA	\$ N/A
118	ARI-D-025 AIR RELEASE STAINLESS STEEL & 2" 316 STAINLESS STEEL BALL VALVE-TAPPING SADDLE	EA	\$ N/A
119	2" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	\$ 350.00
120	3" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	\$ 400.00
121	4" DIA H.D. ALUM PIPE SUPPORT STANDS w/ ST STL ANCHORS (max 36" height)	EA	\$ 450.00
122	6" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	\$ 500.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
123	8" CAMLOCK EMERGENCY PUMP CONNECTION & CAP	EA	\$ 500.00
124	4" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$ 3,500.00
125	4" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$ 150.00
126	4" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)		\$ N/A
127	316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 4" DISCHARGE PIPING	EA	\$ 800.00
128	6" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$ 3,800.00
129	6" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$ 200.00
130	316 STAINLESS-STEEL HORIZ SUPPORT BRACKET FOR 6" DISCHARGE PIPING	EA	\$ 800.00
131	8" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$ 4,500.00
132	8" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$ 225.00
133	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 8" DISCHARGE PIPING	EA	\$ 1,000.00
134	10" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$ 5,200.00
135	10" HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$ 300.00
136	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 10" DISCHARGE PIPING	EA	\$ 1,200.00
137	12" HDPE VERTICAL DISCHARGE PIPING (up to 15 lineal feet)	EA	\$ 6,000.00

138	12"HDPE DISCHARGE PIPING (per foot in excess of 15 lineal feet)	LF	\$ 350.00
139	316 STAINLESS STEEL HORIZ SUPPORT BRACKET FOR 12" DISCHARGE PIPING	EA	\$ 1,200.00
140	4" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$ 500.00
141	6" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$ 500.00
142	8" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$ 600.00
143	10" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$ 750.00
144	12" HDPE DISCHARGE FITTINGS & FLANGE ADAPTERS	EA	\$ 1,000.00
145	4" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 316 ST STL BASE PLATE	EA	\$ 2,800.00
146	6" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 316 ST STL BASE PLATE	EA	\$ 3,200.00
147	8" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 316 ST STL BASE PLATE	EA	\$ 4,500.00
148	10" PUMP DISCHARGE BASE, INCLUDING ANCHORS & 316 ST STL BASE PLATE	EA	\$ 7,800.00
149	4" X 6" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	\$ 500.00
150	6" X 8" EPOXY COATED & LINED ECCENTRIC REDUCER	EA	\$ 650.00
151	2" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	\$ 45.00
152	3" - 316 STAINLESS STEEL SCH 40 PUMP GUIDE RAILS	VF	\$ 75.00
153	2" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	\$ 350.00
154	3" - 316 STAINLESS STEEL GUIDE RAIL UPPER SUPPORT BRACKETS w/ HOOK	EA	\$ 450.00
155	2" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	\$ 600.00
156	3" - 316 STAINLESS STEEL GUIDE RAIL INTERMEDIATE SUPPORT BRACKETS	EA	\$ 750.00
157	3/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$ 35.00
158	1/2" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$ 40.00
159	5/8" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$ 55.00
160	3/4" - 316 STAINLESS STEEL LIFTING CHAIN	LF	\$ 65.00
161	4 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	\$ 400.00
162	6 HOOK- 316 STAINLESS STEEL CABLE HANGER BRACKETS	EA	\$ 600.00
163	4' - 5' DIA MANHOLE, HYDROBLAST INTERIOR SURFACES (per vert foot)	VF	\$ 25.00
164	6' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
165	8' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
166	10' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
167	12' DIA WET WELL, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
168	VALVE VAULT, HYDROBLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
169	4' - 5' DIA MANHOLE, COAL SLAG BLAST INTERIOR SURFACES (per vert foot)	VF	\$ 50.00
170	6' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
171	8' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
172	10' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
173	12' DIA WET WELL, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
174	VALVE VAULT, COAL SLAG BLAST INTERIOR SURFACES (per square foot)	SF	\$ 5.00
175	VALVE VAULT, BITUMASTIC COATING (2 layers Carboline 300M or equal, per square foot)	SF	\$ 10.00
176	4' - 5' DIA MANHOLE, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, Per vert square foot)	VFSE	\$ 20.00
177	6' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert square foot)	VFSE	\$ 20.00
178	8' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert square foot)	VFSE	\$ 20.00
179	10' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert square foot)	VFSE	\$ 20.00
180	12' DIA WET WELL, CALCIUM ALUMINATE COATING (Sewper-Coat or equal, per vert square foot)	VFSE	\$ 20.00
181	VALVE VAULT, CALCIUM ALUMINA TE COATING (Sewper-Coat or equal, per square foot)	SF	\$ 20.00

182	4' - 5' DIA MANHOLE, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$ 30.00
183	6' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$ 35.00
184	8' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$ 35.00
185	10' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$ 40.00
186	12' DIA WET WELL, SPECTRA SHIELD COATING (4-layer system, per sq. ft)	SF	\$ 40.00
187	4' - 5' DIA MANHOLE, IET SYSTEM 3 COATING (prime, intermediate & finish, per vertsquare foot)	VFSE	\$ 30.00
188	6' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vertsquare foot)	VFSE	\$ 35.00
189	8' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vertsquare foot)	VFSE	\$ 35.00
190	10' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vertsquare foot)	VFSE	\$ 40.00
191	12' DIA WET WELL, IET SYSTEM 3 COATING (prime, intermediate & finish, per vertsquare foot)	VFSE	\$ 40.00
192	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE EXTERIOR (max 6' depth)	CF	\$ 30.00
193	CAST IN PLACE CONCRETE - REPAIR EXIST STRUCTURE INTERIOR (max 25' depth)	CF	\$ 50.00
193	FORM WORK FOR CAST IN PLACE CONCRETE REPAIR	SF	\$ 50.00
194	REINFORCING STEEL FOR CAST IN PLACE CONCRETE REPAIR	LB	\$ 10.00
195	HYDRAULIC CEMENT GROUTING & REPAIR - EXISTING STRUCTURE	LB	\$ 30.00
196	36" x 46" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 2,800.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
197	48" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 3,500.00
198	48" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 3,800.00
199	54" x 60" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 3,900.00
200	64" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 4,700.00
201	60" x 72" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 4,500.00
202	72" x 84" ALUMINIUM HATCH COVER & FRAME, H20 LOAD w/ 316 ST STL HARDWARE	EA	\$ 5,500.00
203	4" DIP J- VENT w/ RISER & ST STL BUG SCREEN	EA	\$ 500.00
204	4" PVC J- VENT w/ RISER & ST STL BUG SCREEN	EA	\$ 550.00
205	JOSAM 26700 VENT HOOD w/ DIP RISER	EA	\$ 700.00
206	FURNISH & INSTALL 4' INSIDE DIA MANHOLE, 0-6' DEEP	EA	\$ 4,500.00
207	ADDITIONAL 4' 1.0. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	\$ 1,000.00
208	ADDITIONAL 4' 1.0. EXCAVATION 10'-14' DEPTH	LF	\$ 1,000.00
209	ADDITIONAL 4' 1.0. EXCAVATION 14'-18' DEPTH	LF	\$ 1,800.00
210	FURNISH & INSTALL 5' INSIDE DIA MANHOLE, 0-6' DEEP	EA	\$ 5,000.00
211	ADDITIONAL 5' I.D. MANHOLE & EXCAVATION 6'-10' DEPTH	LF	\$ 1,000.00
212	ADDITIONAL 5' 1.D. EXCAVATION 10'-14' DEPTH	LF	\$ 1,000.00
213	ADDITIONAL 5' 1.D. EXCAVATION 14'-18' DEPTH	LF	\$ 1,800.00
214	4" - 8" RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE	EA	\$ 850.00
215	10" - 16" RELINER INSIDE DROP CONNECTION w/ 316 ST STL MOUNTING HARDWARE	EA	\$ 1,000.00
216	32" DIA USF 240 MANHOLE RING, FRAME & LID	EA	\$ 900.00
217	36" DIA USF 420 MANHOLE RING, FRAME & LID	EA	\$ 1,000.00
218	50" DIA USF 690-AH-M MANHOLE RING, FRAME & LID	EA	\$ 1,800.00
219	JETTER, PUMPER OR VACUUM TRUCK	HR	\$ 225.00

220	SEWER VIDEO CCTV	HR	\$ 250.00
221	150 CFM COMPRESSOR & ACCESSORIES	DAY	\$ 75.00
222	DEWATERING PUMP & WELLPOINT INITIAL SETUP (up to 20 points)	EA	\$ 2,500.00
223	ADDITIONAL WELLPOINT & HEADER (per point in excess of initial 20-point header)	EA	\$ 100.00
224	DEWATERING PUMP & WELLPOINT OPERATION & MAINTENANCE	DAY	\$ 500.00
225	ADDITIONAL WELLPOINT OPERATION & MAINTENANCE (per foot per day)	DAY	\$ 50.00
226	DIAPHRAGM PUMP & PIPING (up to 30 feet suction hose and 60 feet discharge hose)	DAY	\$ 500.00
227	ADDED DIAPHRAGM PUMP PIPING (per foot beyond 30-foot suction or 60-foot discharge)	DAY	\$ 20.00
228	DRIVEN METAL SHEET PILING (up to 10' depth)	LF	\$ 200.00
229	DRIVEN METAL SHEET PILING (up to 20' depth)	LF	\$ 300.00
230	TRENCH SHORING BOX (min 4' x 12')	DAY	\$ 250.00
231	TRENCH SHORING BOX (min 6' x 12')	DAY	\$ 300.00
232	TRENCH SHORING BOX (min 8' x 12')	DAY	\$ 450.00
233	TWO MAN LANDSCAPE CLEARING CREW	HR	\$ 100.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
234	TWO MAN HAND EXCAVATION CREW	HR	\$ 160.00
235	THREE MAN PIPE EXCAVATION & REPAIR CREW	HR	\$ 320.00
236	DUMP TRUCK & DRIVER, 8-12 CU YD	HR	\$ 65.00
237	DUMP TRUCK & DRIVER 15-18 CU YD	HR	\$ 120.00
238	20 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	\$ 450.00
239	8 CU YD CLEARING & DEMOLITION DUMPSTER	PULL	\$ 300.00
240	SKID STEER LOADER & OPERATOR	HR	\$ 85.00
241	WHEEL LOADER & OPERATOR (Cat Class 057-006)	HR	\$ 125.00
242	RUBBER TIRE TRACTOR & OPERATOR (Cat Class 053-0210)	HR	\$ 125.00
243	HYDRAULIC EXCAVATOR & OPERATOR (Cat Class 054-0210-304 or equivalent)	HR	\$ 150.00
244	4" ON 6" OR 8" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 3,500.00
245	4" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 4,000.00
246	6" ON 8" OR 10" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 4,200.00
247	6" ON 12" OR 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 4,800.00
248	8" ON 10" OR 12" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 6,000.00
249	8" ON 16" TAPPING SLEEVE & VALVE, UP TO 5' DEPTH	EA	\$ 7,800.00
250	CONNECT TO EXISTING VALVE OR FITTING, UP TO 5' DEPTH	EA	-
251	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 6'-8' DEPTH	EA	\$ 500.00
252	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 8'-10' DEPTH	EA	\$ 500.00
253	TAP OR CONNECTION AT ADDITIONAL EXCAVATION 10'-12' DEPTH	EA	\$ 500.00
254	4" OR 6" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	\$ 350.00
255	8' OR 10" DIA CORE BORE OF REINF CONC STRUCTURE, UP TO 5' DEPTH	EA	\$ 800.00
256	4" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)	EA	\$ 1,000.00
257	4" CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)	SF	\$ 6.00
258	6" CONCRETE SIDEWALK OR SLAB w/ FIBER MESH (up to 150 sq. ft)	EA	\$ 1,200.00
259	6" CONCRETE SIDEWALK OR SLAB (per sq. ft in excess of 150 sq. ft at a site)	SF	\$ 8.00
260	12" STABILIZED SUBGRADE AND 10' LIMEROCK BASE REPAIR	SY	\$ 30.00
261	2" ASPHALT SURFACE COURSE REPAIR	SY	\$ 48.00
262	CONCRETE CURB	LF	\$ 50.00
263	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (up to 200 sq. ft)	EA	\$ 800.00
264	YARD GRADING #57 STONE w/ TYPAR GEOTEXTILE (per sq. ft in excess of 200 sq. ft)	SF	\$ 5.00
265	BAHIA SOD	SY	\$ 5.00
266	ST AUGUSTINE OR BERMUDA SOD	SY	\$ 6.00
267	PRESSURE WASHING	SF	\$ 5.00
268	REMOVE & DISPOSE OF EXISTING MANHOLE, UP TO 6' DEPTH	EA	\$ 2,500.00
269	ADDITIONAL MANHOLE REMOVAL, 6'-10' DEPTH	VF	\$ 300.00

270	ADDITIONAL MANHOLE REMOVAL, 10'-14' DEPTH	VF	\$ 400.00
271	ADDITIONAL MANHOLE REMOVAL, 14'-18' DEPTH	VF	\$ 1,500.00
272	DUPLEX VALVE VAULT REMOVAL	CF	\$ 300.00
273	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & UP TO 4" DIA (non-hazardous)	LF	\$ 10.00
274	REMOVE & DISPOSE OF EXIST PIPES, UP TO 48" DEEP & 4.5" - 6" DIA (non-hazardous)	LF	\$ 10.00
275	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 6.5"-10" DIA (non-hazardous)	LF	\$ 12.00
Item No.	Item Description (Furnish and Install)	Unit	Per Unit Price
276	REMOVE & DISPOSE OF EXIST PIPES, UP TO 60" DEEP & 10.5" -16" DIA (non-hazardous)	LF	\$ 15.00
	Total per unit bid (sum of all above)	\$	418,726.00

LFDA= LF per day

Will your company extend these prices to other governmental agencies within the State of Florida?

Yes No

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications, and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or request additional compensation.

Company Name: _____

Company Address: _____

City, State _____ Zip Code _____

Telephone: _____ Fax: _____

E-mail: _____

Business Tax Receipt Number: _____ FEIN Number: _____

Authorized Signature: _____ **Date:** _____

Name: _____ Title: _____

(Type / Printed)



Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Public Service

ITEM 6.11: Approve VFW Roof Replacement Reconciliation (Change Order #1 & Close Out, (Task Order #282) - Public Service Department (FY 2020 Budget Funded - General Fund) - Guin Construction d/b/a J&E Construction

SUMMARY:

On February 13, 2020, the Council approved Task Order #282 with Guin Construction, Inc. for the VFW Roof Replacement project in the amount of \$37,400. The existing roof was beyond its useful life and required replacement due to damage and wear. The project involved the replacement of the existing flat roof with a new GAF Ruberoid Modified Bitumen Roof System and the sloped shingled mansard roofs with an Englert Series 1101 Steel Panel metal seam system.

The work started on the project on July 6, 2020 and the flat roof was completed first, followed by the installation of the metal seam roof on the Mansard/sloped roof sections. The metal seam portion came with an aluminum milled finish as the final color selection was not made at the time the materials were released for delivery.

Note: A credit of \$3,000 was given back by Guin Construction for the painting of the metal seam roof system as the Village is planning to repaint all the Village Hall complex building roofs of the same color. To maintain color consistency, it was decided to include this roof in the future project. Additionally, the awarded original contract provided a \$2,500 Miscellaneous Contingency Allowance of which \$1,500 was utilized for an additional twenty (20) sheets of plywood roof decking that required replacing, due to water damage above and beyond what was included in the original contract quantity.

No further time extension for this project is being requested and all work and final approvals were completed by October 6, 2020.

As a result, the Village's Public Service Department is requesting approval of a final reconciliation change order (Change Order #1) with Guin Construction in the net amount (or credit) of \$4,950.

The final reconciliation (close out) amount for the VFW Roof Replacement project would be as follows:

	<u>Contract Amount</u>	<u>Contract Time</u>
Original Contract Amount	\$37,400	105 Days
Add: Change Order No. 1	<u>(\$4,950)</u>	<u>0 Days</u>
Final Revised Contract Amount	\$32,450	105 Days

If approved, the revised total cost of the VFW Roof Replacement project within Task Order #282 will be decreased to \$32,450 and the total contract time will remain 105 days.

No additional change orders are anticipated for this project. Construction work is complete and, if approved, the contract will be closed out.

The proposed reconciliation (Change Order #1 & Close Out) was prepared by Guin Construction and reviewed by the Village's Public Service Director/Engineer, the Public Service Assistant Director/Engineer, Public Service Project Manager and the Finance Director.

FISCAL IMPACT:

Funding to support the VFW Roof Replacement project (Task Order No. 282) was provided within the General Fund:

<u>Allocated/Estimated Project Funding:</u>	
FY 2020 Budget - General Fund	\$ 50,000
Total Approved Budget TO #282	\$ 50,000
<u>Expected Project Costs Construction:</u>	
Original Project Bid Award - General Fund (TO #282)	\$ 37,400
Change Order #1 - General Fund (TO #282)	<u>(\$ 4,950)</u>
TOTAL REVISED PROJECT COST:	\$ 32,450

The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services over the term of the contract.

ATTACHMENTS:

Proposed Change Order #1 - Guin Construction
Contingency Authorization No. 1 - Guin Construction
Executed Agreement - Guin Construction



Date of Issuance:
 Owner: Village of Palm Springs
 Contractor: Guin Construction d/b/a J&E Construction
 Engineer: N/A
 Project: VFW Roof Replacement

Effective Date: November 5, 2020
 Owner's Task Order No.: 252
 Contractor's Project No.:
 Engineer's Project No.: N/A
 Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Final reconciliation change order:

1. Unused owner allowance = \$1,000.00
2. Credit for painting of metal seam roof = \$3,000.00
3. Drywall damages due to roof leak = \$950.00

Attachments: *Drywall Repairs Estimate Sheet*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: \$ 37,400.00	Original Contract Times: Substantial Completion: 60 Ready for Final Payment: 90 days
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price prior to this Change Order: \$ 37,400.00	Contract Times prior to this Change Order: Substantial Completion: 9/4/2020 Ready for Final Payment: 10/4/2020 days or dates
[Increase] [Decrease] of this Change Order: \$ (4,950.00)	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Ready for Final Payment: 0 days
Contract Price incorporating this Change Order: \$ 32,450.00	Contract Times with all approved Change Orders: Substantial Completion: 9/4/2020 Ready for Final Payment: 10/4/2020 days or dates

RECOMMENDED:		ACCEPTED:	
By: <u>N/A</u>	By: _____	By: <u>[Signature]</u>	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>N/A</u>	Title: _____	Title: <u>President</u>	Title: _____
Date: <u>N/A</u>	Date: _____	Date: <u>11/06/2020</u>	Date: _____

Approved by Funding Agency (if applicable)

By: N/A Date: _____
 Title: N/A

The CONTRACTOR and the OWNER agree that this CHANGE ORDER represents the complete agreement of the parties with respect to these matters as of the date of this CHANGE ORDER. By approving this Change Order, the CONTRACTOR releases any and all claims that it may have against the OWNER under the subject contract including, but not limited to claims for equitable adjustments, which occurred or accrued prior to the effective date of this CHANGE ORDER except those claims made in writing to the OWNER prior to the effective date of this CHANGE ORDER. The effective date of this Change Order is the date it is approved by the OWNER.

This Change Order may be executed in counterparts and is not effective until approved by either the Village Manager or Village Council (as designated on the second page of this Change Order).

JG

Contractor Initial

IN WITNESS WHEREOF, the OWNER/VILLAGE has approved this Change Order
to the _____ Project on _____, 2020.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

ATTEST:

_____, Village Clerk

Approved as to form and legal sufficiency:

Glen J. Torcivia, Village Attorney

Village of Palm Springs
ESTIMATE/CHANGE ORDER RECORD

Project: **VFW Roof Replacement**
Plans: **N/A**

TASK # 282
PO # 256

DATE: 10/28/2020
PREPARED BY: WS
FILE: VFW Drywall Damage Repairs



Item	Description	Quantity	Unit	Unit Labor	Labor Cost	Unit Mat'l	Material Cost	Unit Vendor	Vendor Cost	Amount	Totals	Comments
	<u>Drywall Ceiling Repairs</u>											
1	<u>Materials</u>											Lowes Website (10/28/2020)
2	5/8" x 4' x 12' Drywall	1	EA		0	18.86	\$18.86		0	\$18.86		Type X
3	Drywall Tape	1	EA		0	2.18	\$2.18		0	\$2.18		250' Roll
4	Drywall Joint Compound	1	EA		0	13.87	\$13.87		0	\$13.87		4.5 Gallon
5	Drywall Screws	1	BX		0	5.98	\$5.98		0	\$5.98		1-LB #6 1-1/4" Fine Thread
6	Sanding Pads	1	EA		0	5.98	\$5.98		0	\$5.98		Gator 2-Pk Multi-Grade
7	Paint	1	GAL		0	25.98	\$25.98		0	\$25.98		Zinsser Wht Enamel Ceiling Pnt
8	Misc Supplies/Tools	1	LS		0	75.00	\$75.00		0	<u>\$75.00</u>		Brushes, tape, towels, drop clothe, etc.
9												
10											\$147.85	
11	SUBTOTAL											
12	<u>Labor</u>											
13	Manhours - Village Crews	32	HR	25.00	\$800.00		0		0	<u>\$800.00</u>		2-Men x 2-Days x 8-Hrs
14	SUBTOTAL										\$800.00	
15												
16												
17												
18												
19												
20												
21												
22												
23												
24												
25												
26												
27												
28												
29												
30												
31												
32												
33												
34												
35												
36												
	Total Cost				\$800.00		\$147.85		\$0.00		\$950.00	Rounded Amount



Contingency Release No. 1

Date of Issuance:
Owner: Village of Palm Springs
Contractor: Guin Construction d/b/a J&E Construction
Engineer: N/A
Project: VFW Roof Replacement

Effective Date: September 9, 2020
Owner's Task Order No.: 282
Contractor's Project No.:
Engineer's Project No.:
Contract Name:

The approved Construction Contingency is modified as follows upon execution of this Contingency Release:

Description: **ADD' L ROOF PLYWOOD SHEETS FOR REPLACEMENT OF DAMAGED DECKING.**

Attachments: **CONTINGENCY REQUEST BACKUP**

CHANGE IN APPROVED CONSTRUCTION CONTINGENCY

Original Construction Contingency:

\$ 2,500.00

[Increase] [Decrease] from previously approved Contingency Release No. 0 to No. 0:

\$ 0.00

Construction Contingency prior to this Contingency Release:

\$ 2,500.00

[Increase] [**Decrease**] of this Contingency Release:

\$ 1,500.00

Construction Contingency incorporating this Contingency Release:

\$ 1,000.00

RECOMMENDED:
By: N/A
Engineer (if required)

Title: N/A

Date: N/A

ACCEPTED:
By: [Signature]
Owner (Authorized Signature)
Title: PUBLIC SVC. DIRECTOR
Date: 9/17/2020

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: PRESIDENT
Date: 9/17/2020

AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT ("Agreement") is made this 19th day of February 2020, 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 Guin Construction Inc., a corporation authorized to do business in the State of Florida, hereinafter the "CONTRACTOR", with its office located at 8200 NE 2nd Ave., Unit 9, Miami, FL 33138.

RECITALS

WHEREAS, the VILLAGE issued Invitation to Bid 2020B-001 to construct/replace the roof on the VFW building (the "ITB");

WHEREAS, the CONTRACTOR submitted a bid in response to the ITB;

WHEREAS, the VILLAGE desires to accept the CONTRACTOR's bid in order for the CONTRACTOR to render the goods and services as specified in the ITB and herein;

WHEREAS, the CONTRACTOR further warrants that it is experienced and capable of performing the services hereunder in a professional and competent manner; 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 sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. RECITALS, CONTRACT TIME AND LIQUIDATED DAMAGES

1.1 The term of this Agreement shall commence upon approval of this Agreement by the Village Council and the Village's issuance of a Notice to Proceed.

1.2 Final completion of the Scope of Work (as identified herein) shall be completed in accordance with the ITB, attached hereto and incorporated herein as Exhibit "A".

1.3 **Liquidated Damages.** Liquidated Damages, if required by the ITB, shall be assessed in accordance with the provision set forth in the ITB.

1.4 The Recitals set forth above are incorporated into the body of this Agreement.

2. SCOPE OF WORK

2.1 The Scope of Work includes all goods and services and other things necessary for the removal and replacement of the VFW Building roofing system as more specifically set forth in the ITB, which is incorporated herein by reference (the Scope of Work).

2.2 The CONTRACTOR represents to the VILLAGE that the Scope of Work 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.

2.3 The CONTRACTOR represents that it is licensed to do business in the State of Florida and holds and will maintain all applicable licenses required for the work to be completed under this Agreement. The CONTRACTOR further warrants its capability and experience to perform the work provided for herein in a professional and competent manner.

2.4 The Scope of Work shall be performed by the CONTRACTOR or under its supervision (if authorized) and all personnel engaged in performing the Scope of Work shall be fully qualified and, if required, authorized or permitted under the state and local law to perform such Scope of Work. All of the CONTRACTOR's personnel (and all subcontractors if authorized), while on VILLAGE premises, shall comply with all VILLAGE requirements governing safety, conduct and security.

2.5 The Scope of Work shall be completed in accordance with the terms and conditions set forth in the ITB and this Agreement and within the time frame set forth in the ITB.

3. INDEPENDENT CONTRACTOR; USE OF AGENTS OR ASSISTANTS

3.1 The CONTRACTOR is and shall be, in the performance of the Scope of Work under this Agreement, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Scope of Work performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Scope of Work.

3.2 To the extent reasonably necessary to enable the CONTRACTOR to perform the Scope of Work hereunder and if authorized by the ITB, 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.

4. MATERIALS

4.1 The CONTRACTOR shall provide all materials as more specifically set forth in the Scope of Work.

5. FEE AND ORDERING MECHANISM

5.1 This Agreement is for the removal and replacement of the VFW Building roofing system for which the CONTRACTOR shall be entitled to a fee in an amount not to exceed **\$37,400.00**.

5.2 Should the VILLAGE require additional materials or services, not included in this Agreement or authorized via use of the allowance, fees and payment for such work will be set forth in a separate amendment, as authorized in accordance with the VILLAGE's procurement code prior to any such additional materials or services being provided by the CONTRACTOR.

5.3 The VILLAGE's ordering mechanism for the Scope of Work performed under this Agreement may be a VILLAGE Purchase Order; however, the terms and conditions stated in a VILLAGE Purchase Order shall not apply. CONTRACTOR shall not exceed amounts expressed on any Purchase Order.

5.4 The VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize the purchase of goods or services beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the goods and services in any subsequent Fiscal Year. If the budget is approved for said goods and services, the VILLAGE will issue a new Purchase Order for required and approved goods and/or services.

6. MAXIMUM COSTS

6.1 The CONTRACTOR expressly acknowledges and agrees that the total cost to complete the Scope of Work shall not exceed the amount set forth in Section 5.1, and no additional costs shall be authorized without prior written approval from the VILLAGE.

7. INVOICE

7.1 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 work.

VILLAGE staff will review each invoice submitted by the CONTRACTOR. If approved, 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.

7.2 Payment to the CONTRACTOR shall be made pursuant 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 from an invoice to the CONTRACTOR as retainage until fifty percent (50%) of the invoice price is paid to the CONTRACTOR. Upon payment of fifty percent (50%) of the invoice price to the CONTRACTOR, the VILLAGE will withhold only five percent (5%) of each invoice payment made to the CONTRACTOR. Upon written request from the CONTRACTOR, VILLAGE staff may agree in writing with the CONTRACTOR to release a portion of the retainage upon payment of fifty percent (50%) of the invoice price being paid to the CONTRACTOR (not to exceed fifty percent (50%) of the total retainage amount).

7.3 Upon substantial completion, the CONTRACTOR and VILLAGE shall establish a punch- list of items that must be completed by the CONTRACTOR prior to the CONTRACTOR submitting its final payment request.

7.4 Final Payment. Upon final completion and acceptance of the work in accordance with the Contract Documents (including all punch-list items) and final inspection by the appropriate agency with jurisdiction over the project (if other than the VILLAGE), 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 under the applicable invoice has 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 invoice price including any amount held as retainage.

7.5 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.

7.6 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 Program.

7.7 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.

8. AUDIT BY VILLAGE

8.1 The CONTRACTOR shall permit the VILLAGE, or any authorized representatives of the VILLAGE, at all reasonable times, access to and the right to examine all records, books, papers or documents related to the CONTRACTOR's performance under this Agreement including, but not limited to, expenses for sub-contractors, agents or assistants, direct and indirect charges for work performed and detailed documentation for all such work performed or to be performed under this Agreement.

9. COPIES OF DATA/DOCUMENTS

9.1 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.

10. OWNERSHIP

10.1 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.

11. WRITTEN AUTHORIZATION REQUIRED

11.1 The CONTRACTOR shall not make changes in the Scope of Work or perform any additional services or provide any additional material under this Agreement without first obtaining written authorization from the VILLAGE for such additional services or materials. Additional services or materials provided without written authorization shall be done at the CONTRACTOR's sole risk and without payment from the VILLAGE.

12. DEFAULTS, TERMINATION OF AGREEMENT

12.1 **TERMINATION BY VILLAGE:** The VILLAGE may terminate the agreement, the Contract and/or the Contract Documents if the CONTRACTOR is in default as follows:

- (a) refuses or fails to supply enough properly skilled workers or proper materials to timely and competently complete the work;
- (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 to prosecute the services or work in a timely manner and reasonably be unable to reach substantial completion and/or final completion within the timeframe(s) required;
- (f) **fails or refuses to provide and/or maintain insurance or proof of insurance as required by the Contract Documents; or,**
- (g) 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 and the CONTRACTOR's surety (if applicable), written notice and five (5) days to cure, terminate the contract, Contract and/or 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 and its surety (if any) 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.

12.2 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.

13. INSURANCE

13.1. Prior to commencing the Scope of Work, the CONTRACTOR shall provide certificates evidencing insurance coverage as required in the ITB. All insurance policies

shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE. Failure to comply with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract. All insurance, other than Workers' Compensation, required hereunder shall specifically include the "Village of Palm Springs" as an "Additional Insured", and the CONTRACTOR shall provide additional, insured endorsements section of Certificates of Insurance.

14. WAIVER OF BREACH

14.1 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.

15. 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 council members, 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.

16. ENTIRE AGREEMENT AND ORDER OF PRECEDENCE

16.1 This Agreement consists of the terms and conditions provided herein and the ITB (the ITB includes the CONTRACTOR'S response). To the extent that there exists a conflict between this Agreement and the ITB, the terms, conditions, covenants, and/or provisions of this Agreement shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

16.2 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.

17. ASSIGNMENT

17.1 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 or 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.

17.2 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.

18. SUCCESSORS AND ASSIGNS

18.1 Subject to the provision regarding assignment, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

19. WAIVER OF TRIAL BY JURY

19.1 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 OR ARISING FROM THIS AGREEMENT.

20. GOVERNING LAW AND REMEDIES

20.1 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 for any and all disputes related to or arising from this Agreement shall be in Palm Beach County, Florida.

20.2 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.

21. TIME IS OF THE ESSENCE

21.1 Time is of the essence in the completion of the Scope of Work as specified herein.

22. NOTICES

22.1 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:

Village Manager
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:

Guin Construction Inc.
8200 NE 2nd Ave. Unit 9
Miami, FL 33138

23. SEVERABILITY

23.1 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.

24. DELAYS AND FORCES OF NATURE

24.1 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 (if authorized) 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 or in an unusual delay in transportation, 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.

24.2 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.

25. COUNTERPARTS

25.1 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 should sign a enough counterparts, so that each party will receive a fully executed original of this Agreement.

26. LIMITATIONS OF LIABILITY

26.1 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.

27. PUBLIC ENTITY CRIMES

27.1 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. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into the Contract Documents, CONTRACTOR certifies that it is not participating in a boycott of Israel. The VILLAGE and CONTRACTOR agree that the VILLAGE will have the right to terminate the Contract Documents if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

28. PREPARATION

28.1 This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

29. PALM BEACH COUNTY INSPECTOR GENERAL

29.1 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.

30. ENFORCEMENT COSTS

30.1 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 Agreement's execution, validity, the obligations provided therein, or performance of this Agreement, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Agreement.

31. PUBLIC RECORDS

31.1 The CONTRACTOR shall comply with Florida's Public Records Laws, Chapter 119, Florida Statutes, and, if it is acting on behalf of the VILLAGE as provided under section 119.011(2), the CONTRACTOR specifically agrees to:

- (a) Keep and maintain public records required by the VILLAGE to perform the services under this Agreement.
- (b) Upon request from the VILLAGE's custodian of public records, 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 this 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 for the duration of the Agreement term and following completion of the Agreement, if the CONTRACTOR does not transfer the records to the VILLAGE.
- (d) Upon the completion of the Agreement, 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 services. If the CONTRACTOR transfers all public records to the VILLAGE upon completion of the Agreement, 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 Agreement, 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, 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.

32. INFRINGEMENT INDEMNITY

32.1 The CONTRACTOR will defend or settle at its expense a claim or suit brought by a third party against the VILLAGE arising out of a claim asserting that the services, work, repair, materials or other deliverables ("deliverables" hereafter) provided by the CONTRACTOR under the Contract Documents (if any) infringes any U.S. copyright or any U.S. patent or misappropriates a trade secret. The CONTRACTOR will indemnify and hold harmless the VILLAGE against and from damages, costs, and attorneys' fees, if any and at all levels of trial and appeal or mediation or arbitration, finally awarded in such suit or the amount of the settlement thereof; provided that (i) the CONTRACTOR is promptly notified in writing of such claim or suit, (ii) the CONTRACTOR will have the sole control of the defense and settlement thereof, and (iii) VILLAGE furnishes the CONTRACTOR, on reasonable request, information available to VILLAGE for such defense. The VILLAGE will not admit any such claim without prior consent of the CONTRACTOR.

- a. In the event of a claim of infringement, the CONTRACTOR shall, at its option:
 1. procure for VILLAGE the right to continue using the deliverables provided under the Contract Documents; or
 2. replace or modify the deliverables so that the same becomes non-infringing but substantially equivalent in functionality and performance.
 3. If neither of the above actions is reasonably feasible, the CONTRACTOR will refund to VILLAGE the fee actually paid by VILLAGE under the Contract Documents (as amortized on a straight-line basis over the time in which the VILLAGE was able to use the deliverables.
- b. The CONTRACTOR will have no obligation under this section for infringement if and to the extent that such claim arises from:
 1. modification of the deliverables other than by the CONTRACTOR

or by its recommendation; or

2. combination of the deliverables with products other than those supplied by the CONTRACTOR; and,

3. the alleged infringement or misappropriation relates to such modification or combination.

c. The CONTRACTOR will also not have any indemnification obligation with respect to a claim: (i) if it has provided VILLAGE with reasonable changes that would have avoided the problem and the reasonable changes are not fully implemented by VILLAGE within a reasonable time or (ii) arising out use of the deliverables not in accordance with the Contract Documents.

d. 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 or expiration of the Contract Documents.

33. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

33.1 CONTRACTOR certifies that all material, equipment, etc., contained in this bid meets all OSHA requirements. CONTRACTOR further certifies that, if the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with the aforementioned requirements shall be borne by the CONTRACTOR.

34. FEDERAL AND STATE TAX

34.1 The Village is exempt from payment of Florida State Sales and Use Tax. The CONTRACTOR is not authorized to use the Village's Tax Exemption Number.

35. PROTECTION OF PROPERTY

35.1 The CONTRACTOR shall always 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.

36. DAMAGE TO PERSONS OR PROPERTY

36.1 The responsibility for all damage to person or property arising out of or on account of Scope of Work done under this Contract shall rest upon the CONTRACTOR.

37. WARRANTY

37.1 CONTRACTOR warrants and guarantees to the VILLAGE that the Scope of Work provided under this Agreement shall be in accordance with this Agreement and the ITB and as further specified in the ITB.

38. SURVIVABILITY

38.1 Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

39. DISCRIMINATION

39.1 The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

39. CONSTRUCTION DEFECTS.

39.1 PURSUANT TO SECTION 558.005, FLORIDA STATUTES, ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE NOT SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

40. REIMBURSEMENT OF ENGINEER EXPENSES

Should the completion of the 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 and 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.

41. PUBLIC CONSTRUCTION BOND

If the contract amount exceeds \$200,000 in total construction cost, the CONTRACTOR must provide the VILLAGE with a public construction bond in accordance with section 255.05, Florida Statutes. Said bond must be recorded in the Official Records in and for Palm Beach County and a copy of the recorded bond must be provided to the VILLAGE

prior to the CONTRACTOR providing any services under the contract. The VILLAGE reserves the right to request a bond for any work which is less than \$200,000. The cost of the bond shall be a direct pass through cost to the VILLAGE without any mark-up by the CONTRACTOR.

The public construction bond shall be on forms attached hereto as **Exhibit "B"** or substantially similar as approved by the VILLAGE. The bond shall be in an amount not less than the total contract price and shall incorporate by reference the terms of the Contract Documents in their entirety.

To be acceptable to the VILLAGE, a Surety Company shall comply with the following provisions:

The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Florida Department of Insurance, authorizing it to write surety bonds in the State of Florida.

- (a) The Surety Company shall have a currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (b) The Surety Company shall be in full compliance with the provisions of the Florida Insurance Code.
- (c) The Surety Company shall have at least twice the minimum surplus and capital required by the Florida Insurance Code at the time the contract is approved.
- (d) The Surety Company shall have at least the ratings of A-/Class V in the latest issue of Best's Key Rating Guide.
- (e) The Surety Company shall not expose itself to any loss on any one risk in an amount exceeding ten (10) percent of its surplus to policyholders, provided:
 - 1. Any risk or portion of any risk being reinsured shall be deducted in determining the limitation of the risk as prescribed in this section. These minimum requirements shall apply to the reinsuring carrier providing authorization or approval by the State of Florida, Department of Insurance to do business in this state have been met.
 - 2. In the case of the surety insurance company, in addition to the deduction for reinsurance, the amount assumed by any co-surety, the value of any security deposited, pledged or held subject to the consent of the surety and for the protection of the surety shall be deducted.

42. CONTRACTOR'S REPRESENTATIONS AND AGREEMENTS

In order to induce the VILLAGE to enter this Contract, the CONTRACTOR makes the following representations:

42.1 CONTRACTOR has or will familiarize 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 prior to commencing the work. All work shall be performed consistent with all applicable laws and regulations.

42.2 CONTRACTOR agrees to be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with the regulations and to reimburse the VILLAGE for any loss incurred in connection therewith. This compliance provision specifically includes the CONTRACTOR's compliance with all applicable standards, orders or regulations including, without limitation, those issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387).

42.3 CONTRACTOR agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of this Contract.

42.4 The CONTRACTOR represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the work required under the Contract Documents. Proof of such licenses and approvals shall be submitted to the VILLAGE upon request.

43. SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time CONTRACTOR submits a bid or proposal for a contract or before CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, CONTRACTOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of

\$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement for the construction of the VFW roof replacement on the day and year first above written.

VILLAGE OF PALM SPRINGS, FLORIDA

By: _____

Beverly Smith, Mayor

ATTEST:

Kimberly Wynn
Kimberly Wynn, Village Clerk



Approved as to form and legal sufficiency:

Glen J. Torcivia
Glen J. Torcivia, Village Attorney

CONTRACTOR:

GUIN CONSTRUCTION, INC.

By: _____

Print Name: Jorge Guinovart

Title: President/Owner

[Corporate Seal]

STATE OF Florida
COUNTY OF Miami Dade

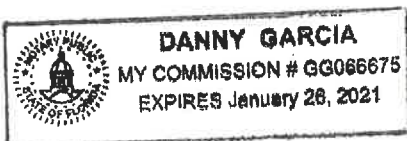
The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 02/20/2020 (date) by Jorge Guinovart (name of officer or agent, title of officer or agent) of J & E Construction Company (name of corporation), a _____ (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced (type of identification) as identification.

[Notary Seal]

Danny Garcia
(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

(Title or rank)





Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Public Service

ITEM 6.12: Approve Stormwater Pipe Repair/Lining Agreement - Regal Palms Condominium Association

SUMMARY:

The Public Service Department is requesting the Village Council to consider entering into an Agreement with Regal Palms Condominium Association to complete lining repairs to an existing stormwater pipe that originates within the Regal Palms parking lot and connects into the drainage system on Springdale Boulevard.

In June 2019, a sinkhole was discovered by the Village next to the catch basin located at the northwest corner of Springdale Boulevard and Springdale Circle, which are both Village rights-of-way. The Village's drainage catch basin abutting the sinkhole is connected to a catch basin within the Regal Palms Condominium Association (Regal Palms) property. The sinkhole was filled with approximately 10 loads of baserock in an effort to stop runoff and groundwater from eroding the hole any further; however, the hole has continued to grow in size and the adjacent public sidewalk is in jeopardy of collapse. Repair of the underlying stormwater infrastructure is immediately needed to remedy the collapse of the ground surface and to stabilize the sidewalk.

Note: Regal Palms hired a contractor in 2018 in an effort to replace a portion of the existing drainage pipe between the catch basin within Regal Palms' parking lot and the Village's Right-of-Way. Following the completion of the work by the contractor (without requisite permit), the Village performed a camera inspection of approx. 100' of affected drainage pipe. The Village identified the cause of the sinkhole was a result of a 30' section of the pipe that the contractor did not replace is now failing and leaking (at least two holes with large voids and root infiltration have been found within this portion of the pipe). Additionally, it was noticed that there are also leaking concerns within the new portion of pipe that is located within the Regal Palms property as well as water and sand infiltration into the Village catch basin on both sides

of the failing pipe were noted.

In an effort to work together to resolve this issue, Village staff and Regal Palms have had numerous discussions and agreed to jointly fund the needed repairs to this draining pipe and ensure the safety of the the Regal Palms residents as well as those within the community.

Multiple options were reviewed and it has been recommended and agreed by both Regal Palms and the Village that the most cost effective solution to address the failing stormwater infrastructure is to line the drainage pipe with "cured in place pipe" (CIPP) epoxy lining between the Regal Palms' catch basin and the Village's catch basin and repair the Village catch basin walls. Additionally, the existing sinkhole will then be filled and the sidewalk stabilized by the Village.

Note: Village staff obtained quotes from three (3) qualified companies to repair the Village catch basin: Option #1 - replace the entire 100 linear feet of pipe from catch basin to catch basin, Option #2 - replace only the 30 linear foot segment of old, failing pipe or Option #3 - line the entire 100 linear foot pipe with "cured in place pipe" (CIPP) epoxy lining.

As a result, it is recommended that the Village utilize Shenandoah Construction, a firm currently under contract with the Village for ongoing stormwater repairs, to complete the proposed lining project. If approved, the proposed total project cost (\$14,705) will be funded by both the Village and the Regal Palms Condominium Association based on the linear feet of pipe to be lined within each entity's property; thus, the Village's pro-rata cost share is expected to be \$4,411.50 for 30' portion of the drainage pipe within the Village's road right-of-way.

If approved, the Village would accept Shenandoah Construction pricing (\$14,705) including all terms and conditions as provided within their existing agreement with the Village. The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services for the term of the contract. Further, the proposed Agreement between the Village and Regal Palms would provide that each entity will be responsible for payment of its share of the work directly to the contractor.

If approved, the proposed project is expected to be completed by March 2021 following the Notice to Proceed from the Village.

The proposed agreement was prepared by the Village Attorney and has been reviewed by Regal Palms' attorney, the Village Public Service Director/Engineer, the Assistant Public Service Director/Engineer, the Assistant Village Manager/Planning, Zoning & Building Director and the Finance Director.

FISCAL IMPACT:

The proposed total project cost (\$14,705) will be funded by both the Village and the Regal Palms Condominium Association based on the linear feet of pipe to be lined within each entity's property; thus, the Village's cost share is expected to be \$4,411.50. Funding to support

this proposed pipe repair is available within the FY 2021 Budget - General Fund - Public Works Roads, Sidewalk and Drainage Maintenance (01441-55300).

The Village will not expend more than the amount in the approved budget as it may be adopted/approved each year for these goods and services for the term of the contract.

ATTACHMENTS:

Proposed Agreement - Regal Palms Condominium

Proposed Pipe Repair (Pipe Lining) Project Cost/Quote - Springdale Boulevard - Shenandoah General Construction Company

Technical Memorandum on Springdale Boulevard Failing Stormwater Infrastructure - Village Engineer - Engenuity Group

Memorandum Outlining Options to Repair Stormwater Pipe - Springdale Boulevard

Stormwater Facilities Exhibit - Springdale Boulevard

Stormwater Pipe Maintenance & Repair Contract & Executive Brief - November 2020

AGREEMENT REGARDING STORMWATER PIPE REPAIRS

THIS AGREEMENT is made as of the _____ day of _____, 2021, by and between the VILLAGE OF PALM SPRINGS, FLORIDA, a municipal corporation under the laws of the State of Florida, whose mailing address is 226 Cypress Lane, Palm Springs, FL 33461 ("Village"), and REGAL PALMS CONDOMINIUM ASSOCIATION, INC., A Florida Not For Profit Corporation, whose mailing address is c/o Triton Property Management, 175 Toney Penna Drive, Suite 207, Jupiter, Florida 33458 ("Regal Palms").

RECITALS:

WHEREAS, Regal Palms is the owner of real property located adjacent to the intersection of Springdale Boulevard and Springdale Circle in the Village of Palm Springs, Florida ("the property"); and

WHEREAS, Regal Palms owns and maintains a storm water pipe ("the pipe") running from the property to the catch basin at the northwest corner of Springdale Boulevard and Springdale Circle within the Village right-of-way ("ROW"); and

WHEREAS, in 2018, Regal Palms had a portion of the pipe inside its property removed and replaced, but the remainder of the pipe running under the ROW to the catch basin was not replaced or repaired; and

WHEREAS, the deterioration of the pipe under the ROW has caused a sinkhole which is undermining a section of the sidewalk and creating a hazardous condition; and

WHEREAS, the Village desires to address the hazard in order to protect the public health, safety and welfare; and

WHEREAS, it is impractical to replace the sidewalk and address the sinkhole without fully repairing the pipe that is causing the problem; and

WHEREAS, the Village has determined, in consultation with the engineers, that the most prudent and economical solution is to reline the entire length of the pipe, including the portion located on the Regal Palms property as well as the portion in the ROW; and

WHEREAS, the Village and Regal Palms desire to cooperate with each other in effecting the repairs and to share the cost between them, which is estimated to be approximately \$14,705.00 (\$10,293.50 for Regal Palms and \$4,411.50 for the Village); and

WHEREAS, the Village Council has determined it to be in the best interest of the Village to enter into this Agreement.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties hereto acknowledge the following and do hereby agree as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. The Village shall engage its contractor, Shenandoah General Construction Company ("Contractor") to perform the pipe repairs in the ROW at Village expense through a work order issued pursuant to the existing annual contract covering pipe repairs of this nature ("the annual contract").
3. Regal Palms shall concurrently enter into a separate agreement with the Contractor to perform the pipe repairs on the Regal Palms property at Regal Palms' expense under the same material terms as set forth in the annual contract between the Contractor and the Village.
4. Village personnel shall have the right to enter onto Regal Palms property to observe and inspect the work being performed and to give final approval for the repairs.
5. None of the terms of this agreement, nor any action by the Village in connection with the pipe repair project described herein shall modify either party's ownership or maintenance responsibilities with respect to the storm water system. Specifically, no action by the Village in connection with this agreement shall constitute an acceptance of maintenance obligations in excess of those that existed prior to the agreement.
6. In the event that Regal Palms should breach its obligations to engage and pay for the repairs as set forth in paragraph (3) above, in addition to any legal remedies available to the Village for breach of contract, the Village may also exercise any other legal or equitable remedies available to it, including but not limited to code enforcement and nuisance actions.
7. Regal Palms shall indemnify, defend, protect, and save harmless the Village, and all of its respective members, agents, officials, and employees from and against all injuries, deaths, loss, damages, claims, suits, matters, judgments, costs, and expenses, including reasonable attorney's fees, which may in any way accrue against the Village, arising directly or indirectly from this Agreement. Nothing contained herein shall be construed or interpreted as consent by the Village to be sued, nor as a waiver of sovereign immunity beyond the waiver or monetary limits provided in Section 768.28, Florida Statutes. This indemnification is supported by adequate consideration. Upon completion of all services, obligations and duties provided for in this Agreement, the terms and conditions of this provision shall survive.
8. This Agreement embodies the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. Should any dispute arise from this Agreement venue shall lie in Palm Beach County, Florida.
9. No alteration, change, or modification of the terms of this Agreement shall be valid

unless made in writing and signed by all parties hereto and approved by appropriate action of the Village Council.

10. This Agreement, regardless of where executed or performed, shall be governed by and construed in accordance with the substantive laws of the State of Florida.

11. This Agreement shall be binding upon and shall inure to the benefit of the Village and Regal Palms and their respective heirs, personal representatives, successors, and assigns.

12. All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery, if delivered personally, or if sent US Postal Service by placing into a US Postal Service Depository and sent by registered or certified mail, return receipt requested, postage prepaid as follows:

Village of Palm Springs
Attention Village Manager
226 Cypress Lane
Palm Springs, Florida 33461

Regal Palms Condominium Association, Inc.
c/o Steven Serle, P.A.
5820 N. Federal Highway
Boca Raton, Florida 33487

13. A waiver by either the Village or Regal Palms of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

14. The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement, and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

15. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

Executed by the Village this _____ day of _____, 2021.

ATTEST:

VILLAGE OF PALM SPRINGS

By: _____
Kimberly Wynn, Village Clerk

By: _____
Bev Smith, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Glen Torcivia, Village Attorney

Witness:

[Signature]
Kim Glas-Castro
[Signature]
Ana Gari Cadahia

REGAL PALMS CONDOMINIUM ASSOCIATION, INC.:

BY: [Signature]

Title: President

Executed by Regal Palms this 8th day of January, 2021.

The foregoing instrument was acknowledged before me this 8th day of January, 2021, by Ana B. Francisco, as President of Regal Palms Condo A, who is personally known to me or has produced FL DL Lic as identification.



My Commission Expires:

[Signature]
NOTARY PUBLIC
Print Name: Claudia M. Ruiz

(Seal)



1888 NW 22nd Street
(954) 975-0098

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

DATE: January 08, 2021
SUBMITTED TO: Palm Springs, Village of
STREET: 226 Cypress Lane
CITY, STATE & ZIP: Palm Springs, FL 33461
PHONE: (561) 965-5770
FAX: (561) 965-6508
EMAIL: athul@vpsfl.org
JOB NAME: VOPS pipe repair (24" CIPP)
ATTENTION: Angie Thul

PROPOSAL #P19998

We propose to furnish a crew and all necessary equipment to mobilize to the site and clean 100' of 24" CMP and HDPE pipe (pipe transitions from HDPE to CMP). Perform 2-point repairs one at 88.5 ft and the other at 93.5 ft. the downstream CB (top of pipe) outside of CB. Repair or mud the north wall of the catch basin structure in the ROW to prevent sediment intrusion into the structure. Install full length 24"CIPP liner from CB to CB. Cut out and re-instate, Post video liner upon completion. Sod area at point repair as needed at the above mentioned job location. This work will be performed at our following hourly and/or unit prices at the above mentioned job location. This work will be performed at our following hourly and/or unit prices:

#1 Storm Drain Video 0-48"	(at \$6.00 Per L.F.)	100 L.F.	\$600.00
#5 15"-30" plugs	(at \$5.00 Per. Week)	1 Per. Week	\$5.00
#9 4" Pump	(at \$25.00 Per Hour)	10 hour(s)	\$250.00
#26 24" CIPP Liner	(at \$105.00 Per L.F.)	100 L.F.	\$10,500.00
#59 Clean 15" pipe	(at \$1.50 Per L.F.)	100 L.F.	\$150.00
#96 Foreman (Pt. Repair)	(at \$55.00 Per Hour)	8 hour(s)	\$440.00
#97 Equipment Operator (Pt Repair)	(at \$150.00 Per Hour)	8 hour(s)	\$1,200.00
#98 Labor (Pt Repair)	(at \$35.00 Per Hour)	16 hour(s)	\$560.00
#103 Excavator (Pt Repair)	(at \$50.00 Per Hour)	8 hour(s)	\$400.00
#120 Floratan Sod (Pt Repair)	(at \$1.50 Per Sq.Ft)	200 Sq.Ft	\$300.00
#125 Mobilization Fee	(at \$300.00 Each)	1 Each	\$300.00
Estimated Total:			\$14,705.00

This proposal is consistent with the terms and pricing provided in the current agreement with the Village of Palm Springs. The agreement piggybacks on Broward College Contract RFP-2018-167-EH, which expires on November 26, 2021

Regal Palms HOA will pay \$10,293.50 to Shenandoah Construction directly. A contract between Shenandoah Construction and Regal Palms must be executed prior to commencement of project.

Village of Palm Springs will pay \$4,411.50 to Shenandoah Construction directly per Broward College Contract RFP-2018-167-EH.

This proposal may be withdrawn if not accepted within 30 days. Payment terms net 30 days.
(If we encounter an Insurance compliance fee requirement, this fee will be invoiced in addition to the above rates.)



1888 NW 22nd Street
(954) 975-0098

Pipe Inspection & Restoration Specialist

Pompano Beach, FL, 33069
shenandoahus.com

SIGNATURE:

SHENANDOAH GENERAL CONSTRUCTION CO.
Anthony Guglielmi

TITLE
Estimator

DATE
01/08/2021

ACCEPTANCE OF PROPOSAL / SIGN & RETURN

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

SIGNATURE: _____

COMPANY NAME:
REPRESENTATIVE:

DATE:
TITLE:



Memorandum

TO: Ron Eyma, PE

FROM: Tara Bamber, PE 

SUBJECT: Regal Palms Condominium/Springdale Road Drainage

DATE: January 8, 2021

This Technical Memorandum is to provide the history, findings and recommendations for the unpermitted work performed at Regal Palms Condominium and the sinkhole next to the catch basin at Springdale Boulevard and Springdale Circle.

History

A-Team Underground LLC (Contractor) performed the replacement of “faulty metal” drainage piping on the Regal Palms Condominium property between August and December of 2018. According to the proposal dated 8-14-18 provided to the Village of Palm Springs (Village) by the Regal Palms Condominium HOA, only a portion of the pipe was to be removed and replaced. The replacement was solely inside the property. Per the proposal, “the new pipe was connected to the existing piping under curb wall, with dissimilar coupler or concrete ball.” The contractor did not pull a permit and therefore no inspections were completed by the Village.

In June 2019, a sinkhole was discovered by the Village next to the catch basin located at the northwest corner of Springdale Boulevard and Springdale Circle, which are both within the right-of-way (ROW). The catch basin abutting the sinkhole is connected to the catch basin in Regal Palms by the partially replaced pipe described above. The hole was filled with approximately 10 loads of baserock in an effort to stop runoff and groundwater from eroding the hole any further.

In October 2019, the Village requested that Engenuity Group (EGI) inspect the sinkhole and review the documents provided by the HOA as the Village had concluded that the work was completed without a permit. After the inspection, EGI recommended a video inspection of the replaced pipe, catch basin abutting the sinkhole and connecting pipes and catch basins to diagnose the extent of the problem and provide input for the best repair method.

The Contractor was contacted to obtain an “After-the-Fact” permit, which included demonstrating that the previously completed work complies with Village requirements, as it was completed without approved plans and the required inspections. An on-site meeting was scheduled and the Contractor was asked to bring the video inspection equipment to assess the pipe connection.

The on-site meeting was on February 2, 2020 and the attendees included: Chris Smith with A-Team Underground, Mark Wade with Triton (HOA Manager), Angie Thul and Ed Horton from the Village, along with several other men from A-Team and the HOA.

Chris Smith claimed he called the Village to request a permit but was told that since its on-site maintenance, a permit was not required. By their account, they did all their work within the Regal Palms property and claimed Village employees came by during construction.

EGI and Village Staff explained had the project been properly reviewed and permitted, they would have concluded that the drainage pipe in question needs to be considered as a single entity and any work completed on a pipe section will affect the remaining section and the connected catch basin.

The Contractor did not bring the proper equipment to access the unpermitted connection and provided limited pictures of the connection. They did not provide names of any Village employees who told them that they didn't need a permit and who were present during construction.

It was concluded by Village Staff to hire a pipe inspection company and proceed with an "After-the-Fact" permit.

Findings

Televac South, an inspection company hired by the Village, inspected the four pipes using closed-circuit television (CCTV) inspection from the Regal Palms property to the pond end wall east of Springdale Circle on August 18, 2020. The findings from each video and report will be described below. See Exhibit A, "Project Location Map" for locations of the catch basins (CB) and pipes.

The pipe between CB15 and CB16 includes the replaced pipe within the Regal Palms property. The replaced pipe, approximately 70-ft of Corrugated PVC, is in acceptable condition however, a section, at approx. 30-ft to 50-ft from CB15, appears to be oval instead of round which may have been compressed during construction. There is also an infill drip at the 30-ft joint. The connection to the older pipe appears to have small vegetation growth through the joint, which may suggest filter fabric was not used at the connection. There is no evidence of the method used to connect the new section to the old section outside the pipe.

The remaining portion of the pipe, approximately 25-ft of 24" CMP, is in desperate need of repair. There are two significant holes within 10-ft of CB16. The first hole is from position 10 to 2 o'clock, approx. 7-ft from the structure and includes fine root infiltration hanging to the bottom of the pipe. The second hole is from 11 to 1 o'clock, approx. 2-ft from the structure and includes visible roots and a large void.

CB16 has a round bottom and Type C grate. It looks to have two holes on either side of the northwest pipe that are causing groundwater and soil infiltration to the structure just below the left side of the pipe joint. On the right side, between the two pipes, a hole is visible with some root and groundwater infiltration. According to the National Association of Sewer Service Companies (NASSCO) defect code information provided on the Televac reports, the pipe was given a Structural Pipe Rating Index of 5, which is the highest rating meaning the "Defects require immediate attention" and an Overall Pipe Rating Index of 4, which means "Severe defects that will become grade 5 defects within the foreseeable future."

The pipe from CB16 to CB17 is 25-ft, 30-inch CMP and crosses Springdale Blvd. The start of the video is shown looking down into CB16 and plainly shows the water infiltrating the CB. The pipe is older and has one deformation approx. 5-ft from CB16, but otherwise is in good condition. CB17 has a round bottom and Type C grate. There appears to be some root infiltration either in the structure or between the pipe joint. The NASSCO defect code given was an Overall Pipe Rating Index of 4.

The pipe from CB17 to CB18 is 64-ft, 36-inch CMP and crosses Springdale Circle. The pipe is older and includes four points of water infiltration, one of which appears to be severe with water gushing in and sand at the point of infiltration. CB18 has a round bottom and Type C grate. There appears to be some infiltration from the top of the structure and includes considerable amount of debris. The NASSCO defect code given was an Overall Pipe Rating Index of 4.

The pipe from CB18 the pond endwall structure is approx. 40-ft, 42-inch CMP and runs to the detention pond east of Springdale Circle. The TeleVac video was cut short and inconclusive of the pipe and endwall condition.

The modification of SFWMD Permit No. 50-00668-S, dated Sept. 13, 1979, was approved to serve 28.6 acres of Tracts B and C to the overall 72.9 acres of Springdale Home Development. The SFWMD online documents included a plan showing Regal Palms Condominium property within Tract C and CB15 connecting to CB16. The construction was most likely completed in 1980.

The Original Permit No. 50-00668-S, dated April 19, 1979, includes Springdale Blvd and Springdale Circle within the Development and CB 16, 17, and 18 as part of the overall drainage system.

Springdale Homes Plat (Plat Book 36, Pages 167 & 168) was recorded February 27, 1979. The plat includes the entire Springdale Homes Boundary including Tract B and C and roads, Springdale Blvd and Springdale Circle, see Exhibit B. The Plat states, "Do hereby dedicate Springdale Blvd, Springdale Circle, Springdale Court and the Drainage Easements to the Village of Palm Springs for proper purposes." Therefore, the roads and drainage system within the roads and easements were ultimately turned over to the Village.

Recommendations

According to the Plat for Springdale Homes, the roads and drainage system located in the ROW and easements are the Village's responsibility, but does not include the roads or drainage pipes located within the Regal Palms property boundary. Therefore, Regal Palms is responsible for the entire pipe spanning from CB15 to CB16 since CB15 and the pipe are required to operate the Regal Palms drainage system. It is possible that the partially replaced pipe within Regal Palms caused the damages to CB16 and the voids in the pipe between CB15 and CB16.

The sidewalk just northwest of CB16 was undermined initially when the sinkhole occurred in 2019. Since then, the void has nearly doubled in size and is under an approximate 8 to 10-ft span of the sidewalk. The short term repair would be to remove the undermined section of sidewalk, fill the void and construct a new sidewalk section. The permanent solution would be to repair the sidewalk, the remainder of the pipe between CB15 and CB16 and damages to CB16. This would prevent further infiltration and additional sink holes.

It is my recommendation that the Village continue with pursuing an "After-the-Fact" permit, but also proceed with repairing the impacted sidewalk immediately as it is a public safety concern.

The system from CB16 to the pond outfall is in working condition. The pipes are eligible for slip lining or similar methods to avoid cutting and repairing the roads. I suggest cleaning and reassessment of structures CB17 and CB18, which appear to need minor repairs that can be added to a 5-year capital plan.

We received estimates from three contractors to repair the pipe from CB15 to CB16. We recommend installing a CIPP liner through the entire pipe, which includes point repairs to the pipe near CB16. This option removes the cost of replacing the landscape, retaining wall, fencing and asphalt.

The pipe lining does not include repairing the sidewalk. The sidewalk repair may be completed by Village Staff.

A summary of the findings, recommendations and probable costs of immediate repairs is tabulated in Table 1.

Table 1: Summary Table

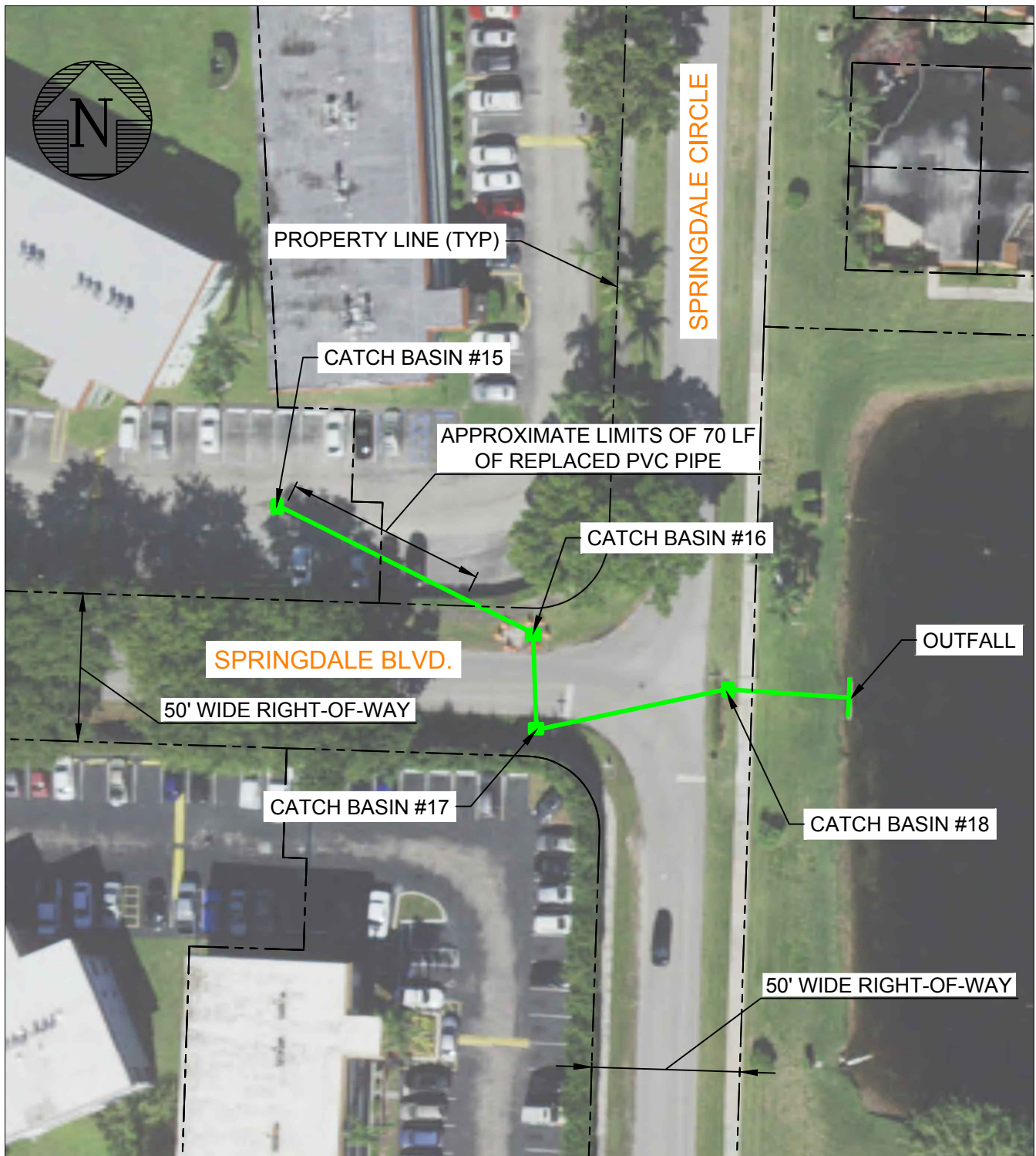
Priority/Repair	System Segment	Responsible Entity	Probable Cost
Immediate Repair	Sidewalk	Village*	\$2,000 (in house repair)
Immediate - Repairs to Structure Bottom	CB16	Village**	\$1,500 (if included in pipe lining)
Immediate – Repair remainder of pipe in ROW (includes lining entire pipe)	Pipe (15 -16)	Regal Palms	\$15,000
Poor - Repair Structure wall/Joint	CB17	Village	
Poor/Immediate - Repair Infiltration	Pipe (17-18)	Village	
Poor - Repair Structure Infiltration	CB18	Village	
Good – Minimal Deformation	Pipe (16-17)	Village	
Need further Information	Pipe (18 – Endwall)	Village	
Need further Information	Endwall	Village	

Notes:

* If it's determined that the sidewalk was compromised by un-permitted activities, then the fiscally responsible entity is not the Village.

** If it's determined that the CB16 was compromised by un-permitted activities, then the fiscally responsible entity is not the Village.

CC: Chad Girard, PE
Ed Horton
Kim Glas-Castro
Angie Thul



© COPYRIGHT 2020 – ENGENUITY GROUP, INC.

EXHIBIT A: PROJECT LOCATION MAP

DATE: NOV. 2020

PROJECT ENGINEER: ETLB

CHECKED BY: N/A

CHECKED BY: N/A



1201 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA 33405
PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

SCALE: NTS

DRAWN BY: KAK

SHEET:

1 / 1

JOB No.

6001.87

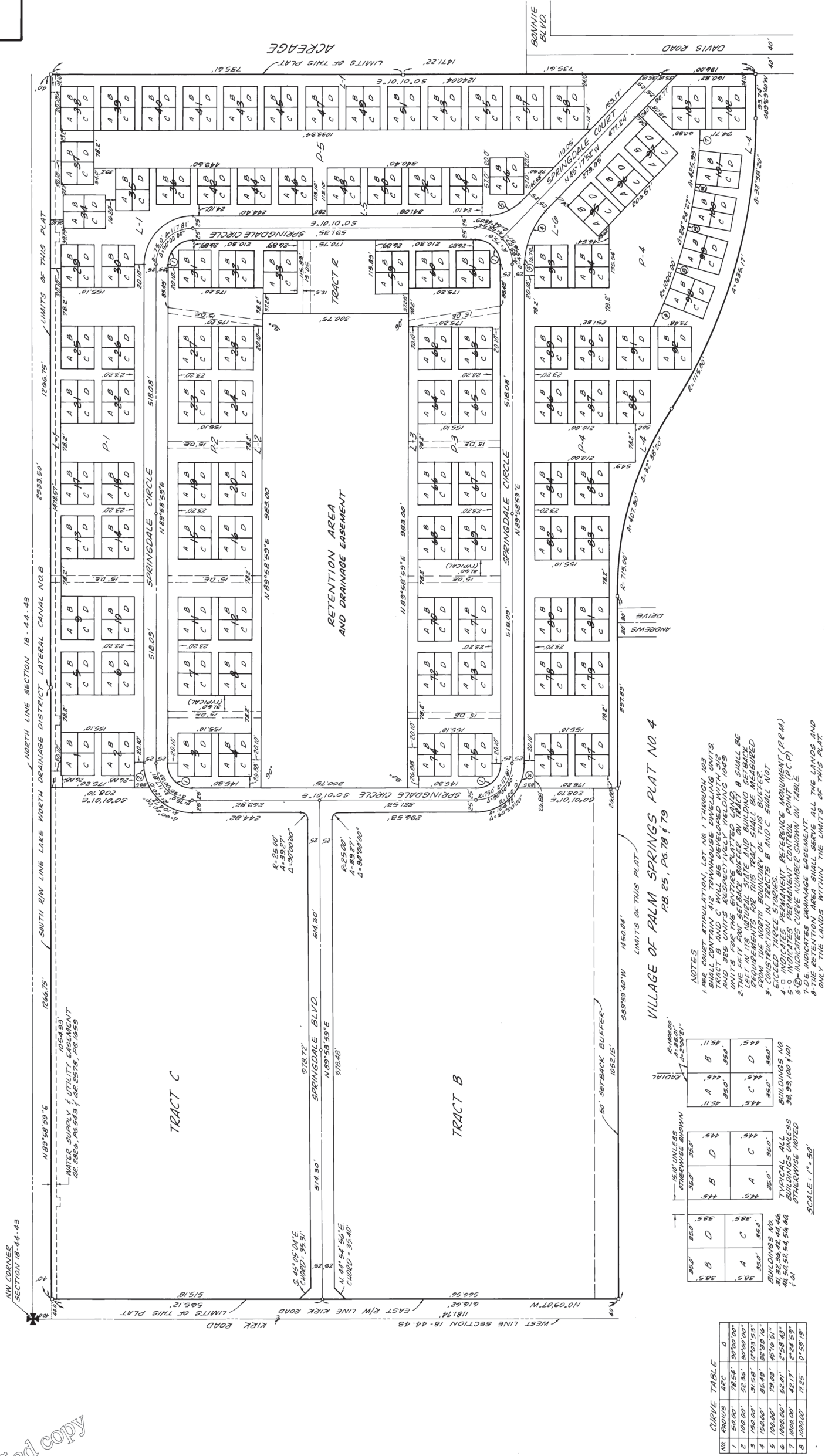
THIS INSTRUMENT
PREPARED BY
DANIEL CARNAHAN
CONSULTING ENGINEERS, INC.
550 N STATE RD. 7, MARGATE, FLA.
#78100003

SPRINGDALE HOMES

A PORTION OF SECTION 18, TOWNSHIP 44 SOUTH, RANGE 43 EAST
IN THE VILLAGE OF PALM SPRINGS, PALM BEACH COUNTY, FLORIDA.

SHEET 2 OF 2

168



NOTES

1-PER COURT STIPULATION, LOT NO. 1 THROUGH 103 TRACT B AND C WILL BE DEVELOPED WITH 925 UNITS FOR THE EIGHT BUILDING ON TRACT B SHALL BE LEFT IN ITS NATURAL STATE AND BUILDING SETBACK REQUIREMENTS FOR THIS TRACT SHALL BE MEASURED FROM THE CENTERLINE OF THE TRACT B AND C SHALL NOT EXCEED THREE STORIES.

4-D INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)

5-D INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)

6-D INDICATES CURVE NUMBER SHOWN ON TABLE

7-D INDICATES DRAINAGE EASEMENT

8-THE RETENTION AREA SHALL SERVE ALL THE LANDS AND ONLY THE LANDS WITHIN THE LIMITS OF THIS PLAT.

BUILDINGS NO		TYPICAL		ALL BUILDINGS LESS		OTHERWISE NOTED	
38.5	38.5	38.5	38.5	38.5	38.5	38.5	38.5
38.5	38.5	38.5	38.5	38.5	38.5	38.5	38.5
38.5	38.5	38.5	38.5	38.5	38.5	38.5	38.5
38.5	38.5	38.5	38.5	38.5	38.5	38.5	38.5
38.5	38.5	38.5	38.5	38.5	38.5	38.5	38.5
38.5	38.5	38.5	38.5	38.5	38.5	38.5	38.5
38.5	38.5	38.5	38.5	38.5	38.5	38.5	38.5
38.5	38.5	38.5	38.5	38.5	38.5	38.5	38.5
38.5	38.5	38.5	38.5	38.5	38.5	38.5	38.5

NO	RADIUS	ARC	D
1	50.00'	78.54'	30°00'00"
2	100.00'	52.36'	30°00'00"
3	150.00'	39.15'	17°09'53"
4	150.00'	85.49'	32°39'16"
5	100.00'	79.03'	45°10'51"
6	100.00'	52.91'	2°58'48"
7	1000.00'	42.17'	2°28'59"
8	1000.00'	17.59'	0°59'19"

This is not a certified copy



Village of Palm Springs

PUBLIC SERVICE DEPARTMENT MEMORANDUM

TO: Kim Glas-Castro

FROM: Chad Girard

CC: Ron Eyma, Angie Thul

RE: Springdale Blvd. Drainage Pipe

DATE: Friday, December 18, 2020

We have received the following pricing to repair the drainage pipe at Springdale Blvd.

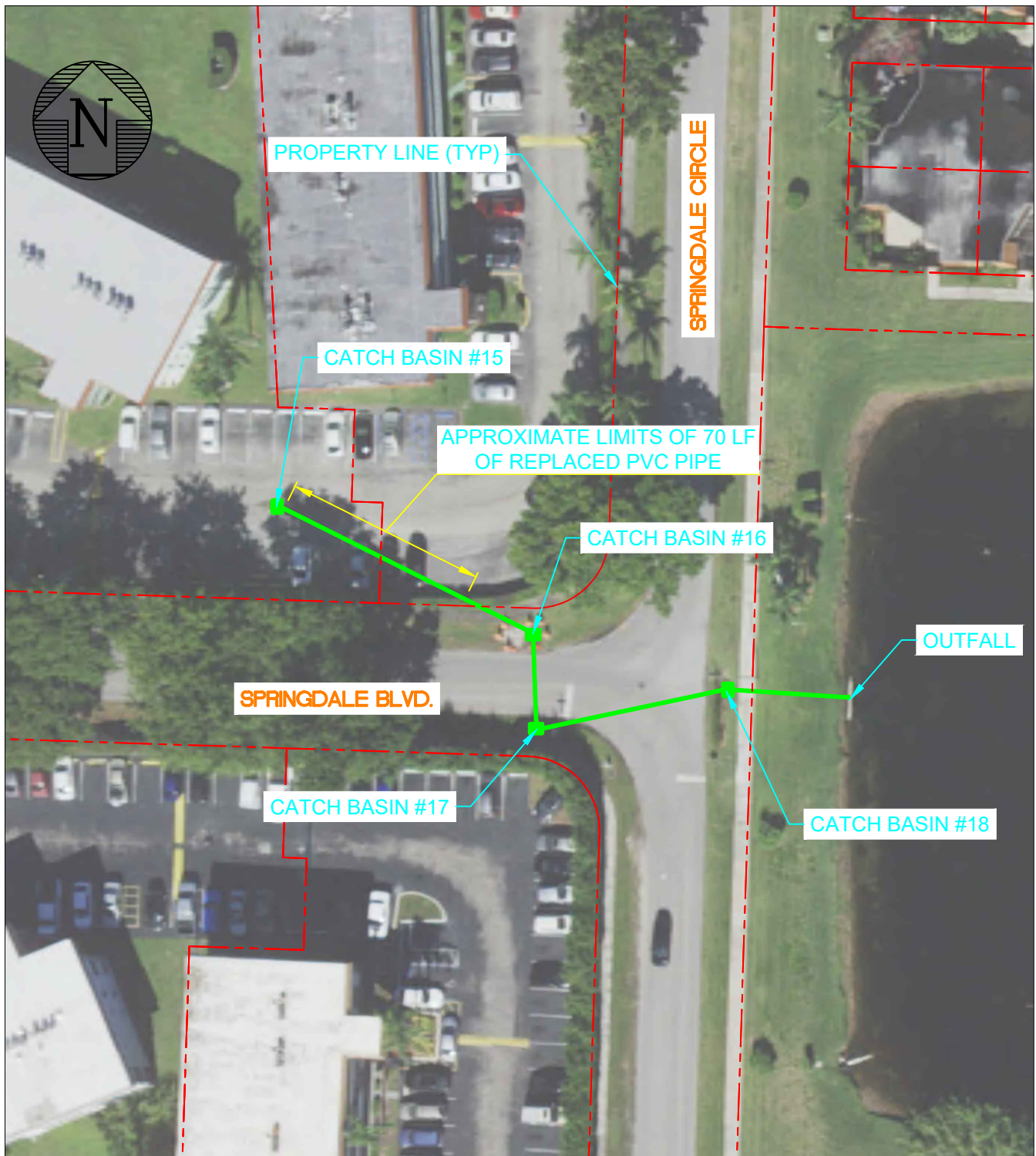
1. Replace entire piping from the structure in the right of way to the catch basin in the Regal Palms parking lot. - \$51,995
 - a. The replacement of the small retaining wall is not included.
2. Replace piping within the right of way only - \$38,097
 - a. The replacement of the small retaining wall is not included.
3. Perform pipe lining from the structure in the right of way to the catch basin in the Regal Palms Parking lot - \$14,705
4. It is not possible to line just within the right of way. The process requires the contractor to go from catch basin to catch basin.

The total length of the piping from catch basin to catch basin is approximately 100' (as measured by the video log) long. The distance of piping that would need to be replaced within the right of way is approximately 30'.

If option 1 is chosen and the entire piping is replaced, then Regal Palms share of the piping repair would be \$36,396.50. Regal Palms would also be responsible for the repair of the retaining wall on their property.

If option 3 is chosen, then the Regal Palms share of the piping would be \$10,293.50. No additional repairs would be necessary.

The Village intends to utilize an existing piggyback contract to perform either of the services chosen. The pipe replacement would be done by DS Eakins (expires Jan. 31, 2021) and the pipe lining would be performed by Shenandoah (expires Nov. 26, 2021).



© COPYRIGHT 2020 – ENGENUITY GROUP, INC.

REGAL PALMS PROJECT EXHIBIT

DATE: NOV. 2020

PROJECT ENGINEER: ETLB

CHECKED BY: N/A

CHECKED BY: N/A



1201 BELVEDERE ROAD, WEST PALM BEACH, FLORIDA 33405
 PH (561)655-1151 • FAX (561)832-9390 • WWW.ENGENUITYGROUP.COM

SCALE: NTS

DRAWN BY: KAK

SHEET:

1 / 1

JOB No.

6001.87

AGREEMENT FOR STORM DRAIN CLEANING REPAIRS AND MAINTENANCE SERVICES

This Agreement for storm drain cleaning repairs and maintenance services ("Agreement" hereafter) is made as of the 12th day of November, 2020, 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 the **Shenandoah General Construction Company**, 1888 NW 22nd Street, Pompano Beach, FL 33069, a corporation 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 perform storm drain cleaning repairs and maintenance services for the VILLAGE; and,

WHEREAS, the District Board of Trustees of Broward College through its competitive selection process awarded the Contract for storm drain cleaning repairs and maintenance services (RFP 2018-167-EH) ("Broward College Contract" hereafter) to the CONTRACTOR for substantially the same services sought by the VILLAGE; and,

WHEREAS, the VILLAGE requested and the CONTRACTOR has executed this Agreement with the VILLAGE for performing storm drain cleaning repairs and maintenance services based on the pricing and terms and conditions of the Broward College Contract; and,

WHEREAS, the VILLAGE desires to accept CONTRACTOR's pricing by piggy-backing the Broward College 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. Broward College Contract. The Broward College 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 Broward College County under the Broward College Contract and all associated and applicable Contract Documents as defined therein.
3. Agreement. In accordance with the terms and conditions in the Broward College Contract and pricing therein, the CONTRACTOR shall perform storm drain cleaning repairs and maintenance services as requested by the VILLAGE. At the VILLAGE's request, the CONTRACTOR will prepare a proposal for a specific scope of services consistent with the terms and conditions of this Agreement including, without limitation, the unit pricing. If the VILLAGE approves the proposal, the VILLAGE and CONTRACTOR will execute a Work Order for the project with the CONTRACTOR's proposal as an attachment. If approved by the VILLAGE and CONTRACTOR,

the CONTRACTOR shall provide all work set forth in the approved Work Order. A copy of a sample Work Order is attached **Exhibit "A"**.

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

- A. All approved Work Order(s), written modifications, and amendments hereto;
- B. This Agreement;
- C. Broward College Contract (including the RFP, Contractors Proposal and Contract).

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 approved Work Order(s), written modifications, and amendments hereto;
- B. This Agreement;
- C. The Broward College Contract.

5. Compensation to Contractor. Payments by the VILLAGE to the CONTRACTOR under this Agreement shall not exceed the amount of compensation, on the unit basis, as set forth under the Broward College Contract and the approved Work Order(s). CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. **The VILLAGE will not expend more than the amount in the approved Budget as it may be adopted each year for these goods and services over the term of 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 by the Broward College Contract applicable to the work being performed hereunder. Said insurance will name the VILLAGE as an additional insured.
- 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, term and renewal: The effective date of this Contract is the date the Contract is approved by the Village Council. The term of this contract shall be for a term to mirror the Broward College Contract term which shall expire on November 26, 2021. This Contract may be renewed by the Village Council if the underlying Contract is renewed as set forth in the Broward College Contract.
- 6.11 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.

- 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 CONSULTANT 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.

7. 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 council members, 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.

8. Warranty. CONTRACTOR shall provide a warranty to the VILLAGE for services performed and/or material installed in accordance with the warranty provision of the Broward College Contract.

9. Public Entity Crimes. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted CONTRACTOR 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 CONTRACTOR list. CONTRACTOR will advise the Village immediately if it becomes aware of any violation of this statute.

10. Scrutinized Companies. As provided in F.S. 287.135, by entering into any agreement with the VILLAGE, or performing any work in furtherance hereof, CONTRACTOR certifies that CONTRACTOR and CONTRACTOR's affiliates, suppliers, subcontractors and consultants that will perform hereunder that at the time CONTRACTOR submits a bid or proposal for a contract or before CONTRACTOR enters into or renews a contract with an agency or local governmental entity for goods or services of \$1 million or more, the company must certify that CONTRACTOR is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and that it does not have business operations in Cuba or Syria. Also, at the time a contractor submits a bid or proposal for a contract or before the contractor enters into or renews a contract with an agency or local governmental entity for goods or services of any amount, CONTRACTOR must certify that it is not participating in a boycott of Israel. If the VILLAGE determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, the VILLAGE's Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of the Agreement shall be imposed, pursuant to Section 287.135, Florida Statutes.

11. Termination of Contract. The VILLAGE reserves the right and may elect to terminate this Contract at any time, with or without cause. At such time, the CONTRACTOR would be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Contract. CONTRACTOR may terminate this Contract upon 30 days written notice to the VILLAGE.

12. The CONTRACTOR shall not perform work which is out of scope, nor exceed any amounts stated in an approved Work Order(s) or this Agreement. Note that the VILLAGE's Fiscal Year ends on September 30th of each calendar year. The VILLAGE cannot authorize work

beyond September 30th of each calendar year, prior to the annual budget being approved by the VILLAGE Council. Additionally, the VILLAGE must have budgeted appropriate funds for the work in any subsequent Fiscal Year.

13. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the CONTRACTOR shall:

- (a) Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- (b) Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- (c) Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the Owner upon request;
- (d) Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- (e) Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- (f) Be aware that if the VILLAGE terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR have caused this Agreement for Storm Drain Cleaning Repairs and Maintenance Services to be executed the day and year shown above.

VILLAGE OF PALM SPRINGS, FLORIDA

By: [Signature]
Beverly Smith, Mayor

ATTEST:

[Signature]
Kimberly Wynn, Village Clerk

Approved as to form and legal sufficiency:

[Signature]
Glen J. Torcivia, Village Attorney



CONTRACTOR:

SHENANDOAH GENERAL CONSTRUCTION COMPANY

By: [Signature]

Print Name: Daniel DiMura

Title: Vice President

[Corporate Seal]

STATE OF Florida)
COUNTY OF Broward)

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, ~~xxxx~~ this 23 day of November, 2020, by Daniel DiMura.

[Signature]
(Signature of Notary Public-State of Florida)

(Print, type, or stamp commissioned name of Notary public)



Personally Known X OR Produced Identification _____
Type of Identification Produced: _____

EXHIBIT "A"



Village of Palm Springs

Executive Brief

AGENDA DATE: November 12, 2020

DEPARTMENT: Public Service

ITEM 6.15: Approve Stormwater Pipe Maintenance & Repair Contract - Piggyback - Public Service Department - Public Works (FY 2021 Budget Funded - General Fund, Stormwater Fund & Water & Sewer Fund) - Shenandoah General Construction Company

SUMMARY:

The Public Service Department, throughout the year, has a need to perform storm drain cleaning, repairs and maintenance on the Village's stormwater infrastructure. These repairs are necessary to prevent infiltration and inflow through the storm drainage system which can cause large sinkholes. Being proactive and/or making needed repairs (i.e., lining of pipes, etc.) may be completed quicker and cheaper than replacing the pipe.

To ensure the lowest possible price, staff is recommending that the Village piggyback off of the current Broward College contract (RFP- 2018 -167- EH) that was awarded to Shenandoah Construction. This selection by Broward College was completed through a competitive selection process - Broward College Storm Drain Cleaning, Repairs, and Maintenance (RFP- 2018 -167- EH) (Contract Period: November 27, 2018, through November 26, 2021).

If approved, the Village would accept Shenandoah Construction's pricing by piggybacking the Broward College contract including all terms, conditions, and pricing therein. The term of the proposed contract would expire on November 26, 2021 and this is the second year of three (3) year contract with three (3) additional, one-year renewal options. The Village will not expend more than the amount in the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

The Village's Purchasing code, Section 58-9, Accessing contracts of other government agencies, provides that the Village may award a contract by piggy-backing or accessing the goods and/or services from any State of Florida contract; contracts of any other governmental entity (other than the Federal Government); provided that the same or substantially similar

goods and/or services were competitively solicited.

The proposed agreement was prepared by the Village Attorney and reviewed by the Public Service Director/Engineer, Assistant Public Service Director, Public Works Superintendent, and the Finance Director.

The Village has worked with the proposed vendor previously and has provided excellent service and quality workmanship. The Village also received a positive reference from Broward College regarding the pipelining service that they are currently providing.

FISCAL IMPACT:

Funding to support purchases under this proposed Agreement is available within the FY 2021 Budget - General Fund.

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:

Proposed Agreement - Shenandoah General Construction Company
Broward College - Executed Contract
Broward College - Request For Proposal (Bid Documents)
Broward College - Shenandoah Proposal
Broward College - Notice of Award
Broward College - Approval to Piggyback
Broward College - Advertisement
Broward College - Amendment #1



Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Parks & Recreation

ITEM 7.1: Presentation - 2020 Christmas Decorating Contest Awards

SUMMARY:

The Village Council is expected to present a Christmas Decorating Award to fifteen (15) property owners who participated in the Village's 2020 Christmas Decorating Contest.

This year, the Village received a total of thirty-two (32) entries to participate in the 2020 Christmas Decorating Contest. Numerous persons served as judges and, the judges visited each location on December 17, 2020 to evaluate each entry on a scale from 1 to 10, with a score of 10 being most desirable.

As a result, fifteen (15) residential winners were selected and recommended to receive a \$100 award. There were no commercial entries.

The Village Council is expected to approve this recommendation on January 14, 2021, and, if approved, will present each awardee with a grant check during the Village Council Meeting to be held on January 14, 2021.

Note: All winners have been invited to attend the Council Meeting on January 14, 2021 and receive their awards.

FISCAL IMPACT:

Funding to support the 2020 Christmas Decorating Contest Awards is available within the FY 2021 Budget - General Fund.

ATTACHMENTS:

Holiday Decorating Contest Winners
324 Shady Lane

309 Henthorne Drive

216 Poe Drive

352 Pinehurst Road

416 Santa Anna Drive

328 Winged Foot Road

305 Winged Foot Road

357 Pinehurst Road

421 Santa Anna Drive

324 Pinehurst Road

356 Pinehurst Road

305 Henthorne Drive

449 Davis Road

405 Cypress Lane

360 Cavalier Road



VILLAGE OF PALM SPRINGS 2020 CHRISTMAS DECORATING CONTEST

- ❖ 324 Shady Lane
- ❖ 309 Henthorne Drive
- ❖ 216 Poe Drive
- ❖ 352 Pinehurst Road
- ❖ 416 Santa Anna Drive
- ❖ 328 Winged Foot Road
- ❖ 305 Winged Foot Road
- ❖ 357 Pinehurst Road
- ❖ 421 Santa Anna Drive
- ❖ 324 Pinehurst Road
- ❖ 356 Pinehurst Road
- ❖ 305 Henthorne Drive
- ❖ 449 Davis Road
- ❖ 405 Cypress Lane
- ❖ 360 Cavalier Road



































Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 9.1:

Resolution No. 2021-01 - Site Plan (SPR20-08) and Five (5) Waivers - 3673 Coconut Road
(*Quasi-Judicial Hearing*)

SUMMARY:

Mr. Kyle Cruz, agent for Creative Financing LLC ("Applicant and Owner"), is requesting site plan approval (SPR20-08) for residential planned development (RPD) to include the construction of twelve (12) fee simple single-family dwelling units within 12 separate structures, on zero-lot lines, located on a 2.11 acres parcel at 3673 Coconut Road (north of Lakewood Road). Each dwelling unit is proposed to include a one-car garage with two (2) additional parking spaces within the driveway, 3 bedrooms, 2 bathrooms, a living room, and a kitchen. This proposed residential community would have two (2) access driveways along the existing Coconut Road right-of-way. Amenities include a picnic area with grills, a tot lot, an exercise area, a walkway and a relax area with a fountain and benches.

Note: The Village Code - Section 34-1063(c) Waivers - provides that waivers may be granted by the Village Council following an advisory recommendation by the Planning & Zoning Board. All requests for waivers shall be identified on the site plan and shall accompany an application for site plan approval of planned development.

The applicant is requesting five (5) waivers for the proposed RPD site plan:

1. Relief from Sec.34-1064(c) - Allow a residential planned development project to be developed on 2.11 acres property rather than the required 3 acres minimum
2. Relief from Sec.34-766(1) - Allow 12 single-family homes to be constructed on a 2.11 acres property rather than the required 2.3 acres minimum lot size

3. Relief from Sec.34-1328 - Allow a 22' wide drive aisle rather than the required 26' wide drive aisle for 2-way traffic
4. Relief from Sec.34-162(b)(3) - Allow a 4' wide landscape buffer rather than the required 10' wide along the west side of the property
5. Relief from Sec.34-1063(a)(1) - Allow one sidewalk along the driveway rather than the required sidewalks on both sides of the main driveway

Note: Based on the property standards within the Residential Multi-Family (RM) zoning district (specifically the minimum lot area requirements) outlined in Village Code Section 34-766(1), this proposed 2.11-acre parcel could only support a maximum of eleven (11) dwelling units rather than the proposed twelve (12) by the developer. The applicant is seeking two (2) waivers in order to obtain approval as a Residential Planned Development (RPD) and therefore the ability to maximize density on the property with twelve (12) dwelling units.

The Planning & Zoning Board considered the requested RPD site plan during its regular meeting on December 8, 2020 and recommended approval.

Planning, Zoning & Building Staff does not object to the Residential Planned Development Site Plan with five (5) waivers and recommends conditional approval of the proposed development subject to forty-four (44) conditions, along with the voluntary monetary contribution, requested by the School District to mitigate school impacts.

FISCAL IMPACT:

The proposed project is expected to have a fiscal impact on the Village as it is would enhance the Village's assessed property valuation. Additionally, this project, if approved, would require various Village services that will result in increased expenditures to the Village.

ATTACHMENTS:

Proposed Resolution No. 2021-01 - Residential Planned Development - 3763 Coconut Road
Exhibit "A" Staff Report & Conditions of Approval
Project Narrative and Justification Statement
Site Plan, Landscape Plan, Architectural Plans, Civil Plans and Letters
Colored Site Plan and Renderings
Legal Description
Aerial Map and Location Map

RESOLUTION NO. 2021-01

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA, REQUESTING (APPROVING/DENYING), WITH CONDITIONS, A SITE DEVELOPMENT PLAN, (SPR20-08) FOR A RESIDENTIAL PLANNED DEVELOPMENT WITH WAIVERS FOR CONSTRUCTION OF TWELVE (12) FEE SIMPLE RESIDENTIAL SINGLE FAMILY HOMES, ZERO LOT LINES, ON 2.11 ACRES, LOCATED AT 3673 COCONUT ROAD AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Mr. Kyle Cruz, Agent for Creative Financing LLC (“Applicant and Owner”) is requesting a Site Development Plan approval (SPR20-08) for a Residential Planned Development (RPD) with five (5) waivers, consisting of twelve (12) fee simple single-family dwelling units. The proposed project is 2.11 acre, located at 3673 Coconut Road; and

WHEREAS, the recommendation of the Planning, Zoning and Building Department is to approve this application, subject to staff report conditions; and

WHEREAS, the Village Council and Planning & Zoning Board 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 regarding 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 Mr. Kyle Cruz, agent for Creative Financing LLC (“Applicant and Owner”), for approval of Site Development Plan (SPR20-08) and five (5) waivers within the proposed Residential Planned Development (RPD).

Note: Within the proposed Site Development Plan, the Applicant is requesting five (5) waivers:

- 1) Relief from Sec. 34-1064(c) - Allow a residential planned development project to be developed on 2.11 acres property instead of 3 acres minimum required.
- 2) Relief from Sec. 34-766(1) - Allow 12 single-family homes to be constructed on a 2.11 acres property instead of 2.3 minimum lot size required.
- 3) Relief from Sec. 34-1328 - Allow 22’ instead of 26’ required for a double vehicular drive isle.
- 4) Relief from Sec. Sec.34-162(b)(3) - Allow a 4’ wide landscape buffer instead of 10’ required along the west side of the property.

- 5) Relief from Sec. 34-1063(a)(1) - Allow for one sidewalk on a street or primary driveway instead of sidewalks on both sides of the main street.

The Planning & Zoning Board considered these requests during their December 8, 2021 meeting and; and having been otherwise fully apprised of the premises herein, the Village Council hereby (approves/denies) the said application as revised, with the staff report conditions attached hereto as **Exhibit "A"**, and which is incorporated herein by reference:

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	☐	☐	☐
GARY M. READY, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared the Resolution duly passed and adopted this _____ day of _____ 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR FORM AND LEGAL SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



PLANNING, ZONING & BUILDING STAFF REPORT

SUBJECT: Residential Planned Development Site Plan with Waivers - 3673 Coconut Road

Application Summary			
Applicant / Petitioner	Kyle Cruz	Submittal Date	3/31/2020
Reference Name	3673 Coconut Road	Case Number	SPR20-08
		Parcel Control No	70-43-44-19-11-004-0223
Location	3673 Coconut Road	Gross Site Area	±2.11 acres
P&Z Bd Meeting	December 8, 2020	Council Meeting	January 14, 2021
Requests			
Proposed Use(s)	Residential Planned Development Site Plan for construction of 12 residential single-family homes.		
Number of Buildings	12 residential single-family homes		
Waivers	1. Requesting a waiver from Sec.34-1064 (c) to allow a residential planned development project to be developed on 2.11 acres property instead of 3 acres minimum required. 2. Requesting a waiver from Sec.34-766(1) to allow 12 single-family homes to be constructed on a 2.11 acres property instead of 2.3 minimum lot size required. 3. Requesting a waiver from Sec.34-1328 to allow 22' instead of 26' required for a double vehicular drive aisle. 4. Requesting a waiver from Sec.34-162(b)(3) to allow a 4' wide landscape buffer instead of 10' required along the west side of the property. 5. Requesting a waiver from Sec.34-1063(a)(1) to allow for one sidewalk on a street or primary driveway instead of sidewalks on both sides of the main street.		
Parking			
Code	Required	Provided	Meets Requirement
Total Parking	Total of 38	38 spaces	Yes
Setbacks			
Code	Required Minimum	Proposed	Meets Requirement
Front yard (East)	25'	31'-6"	Yes
Rear yard (West)	20'	28'-8"	Yes
Side yard (North)	20'	20'-5"	Yes
Side yard (South)	20'	56'-6"	Yes
Site Characteristics			
Existing Use	Residential vacant lot	Proposed Use	Residential Multiple-Family
Existing & proposed Zoning	Residential Multiple-Family (RM)	Existing & Future Land Use	Low Density Residential
Surrounding Existing Land Use, Future Land Use, and Zoning			
Direction	Existing Use	Future Land Use	Zoning District
North	Residential multifamily units and Residential single-family residence	Low Density Residential	Residential Multiple-Family (RM)
South	Residential single-family residence	Low Density Residential	Residential Multiple-Family (RM)

East	Residential multifamily units	Low Density Residential	Residential Multiple-Family (RM)
West	Residential multifamily units	Low Density Residential	Residential Multiple-Family (RM)
Recommendation			
Planning, Zoning & Building Staff recommends conditional approval of the Planned Unit Development Site Plan to allow the construction of twelve (12) single-family homes, finding the applicant's request consistent with density allowances of the Low Density land use category.			



I. Site History

- Ordinance 2011-16: Annexation

The property was voluntary annexed into the Village of Palm Springs on September 8, 2011 and designated with the Land Development as Residential Multiple-Family zoning district and Future Land Use category of Low Density Residential. At the time of the annexation the property was developed with a single-family residence which was demolished in 2017.

II. Comprehensive Plan Consistency

- The subject property Zoning and Future Land Use designation are Residential Multiple-Family (RM) and Low Density Residential, respectively. The gross acreage of the property ($\pm$ 2.11 acres), allows up to 12 dwelling units at the maximum intensity of the land use category (5.8 dwelling units per acre).
- The proposed Site Development Plan is generally consistent with goals, objective and policies of the Village's Comprehensive Plan.

Due to the size and configuration of the subject lot, the following land development regulations are not met.

- Minimum lot size for a residential planned development shall be 3 acres, the property is 2.11 acres.
- Minimum lot size for 12 dwelling units project shall be 2.3 acres, the property is 2.11 acres.
- Interior drive isle with double circulation is 22' instead of 26' required.
- West landscaped buffer is 4' wide instead of 10' required.
- Sidewalks shall be provided on both sides of the main street; the project is proposing sidewalk on one side only.

III. Waivers Requested

The applicant is seeking the following five (5) waivers from Village Code requirements:

Waiver #1: Requesting a waiver from Sec.34-1064(c) to allow a residential planned development project to be developed on 2.11 acres instead of 3 acres minimum required.

Waiver #2: Requesting a waiver from Sec.34-766(1) to allow 12 single-family homes to be constructed on a 2.11 acres property instead of 2.3 minimum lot size required.

Waiver #3: Requesting a waiver from Sec.34-1328 to allow 22' instead of 26' required for a double vehicular drive isle.

Waiver #4: Requesting a waiver from Sec.34-162(b)(3) to allow a 4' wide landscape buffer instead of 10' wide along the west side of the property.

Waiver #5: Requesting a waiver from Sec.34-1063(a)(1) to allow for one sidewalk on a street or primary driveway instead of sidewalks on both sides of the main street.

The Applicant's full justification to the waivers is attached hereto.

- a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.

Waiver 1: Waiver request to reduce the minimum acreage requirement for a residential PUD will not be injurious to the area or detrimental to public safety or welfare because it will allow the proposed residential development to be reviewed accordingly to PUD standards and platted as such rather than as a straight subdivision. The twelve (12) lots contained within the PUD are intended to be developed and sold as fee simple single-family homes.

Waiver 2: The waiver will not be injurious to the area or detrimental to public safety or welfare because it will allow the proposed residential development to be constructed in accordance with the proposed PUD standards while at the same time providing shared recreation areas, open space and other community amenities not typically associated with standard subdivisions. The 12 lots contained within the PUD are intended to be developed and sold as fee simply single-family

homes. The proposed request will not be injurious to the public welfare.

Waiver 3: The proposed reduction in driveway paving width will not be injurious to the area or detrimental to public safety or welfare because only the 12 single-family homes will be affected by the reduction in width since the local street providing access to the homesites is internal and thus will have no external impacts. The proposed 22' wide paving with sidewalks on both sides will still meet the intent of the Village code.

Waiver 4: The only portion of the PUD that does not meet the required landscape buffer width is the roughly 250' of the perimeter buffer along the west side of the property where it abuts two developed multifamily properties. A thick line of trees along the eastern perimeter of these two properties, coupled with the hedge that will be planted along the western perimeter of the proposed PUD, will provide adequate screening of the PUD, there would be no need for the waiver request since the 10' required buffer could have been accommodated.

Waiver 5: Only the western and southern portions of the PUD cannot accommodate the required pair of sidewalks along the loop road right-of-way. A single sidewalk is proposed in this area and thus a waiver is being requested. Sidewalks along the western and southern perimeter of the loop road would be redundant and would serve no particular function since no residences are proposed west or south of the loop road. A sidewalk providing complete circulation around the PUD is provided and, in most areas, dual sidewalks are proposed. Had the property owner not been required to dedicate 10 feet of right-of-way along Coconut Road, there would be no need for the waiver request along the western perimeter of the loop road since there would have been adequate space to provide the same.

b. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1: The innovative design for the proposed residential development of the subject property takes the form of the requested PUD. Even though the property does not meet the minimum acreage typically associated with residential PUDs, the request that the project be reviewed under the Village's PUD standards will ensure that the property is developed in a manner which exceeds minimum subdivision standards.

Waiver 2: The request results from code requirements that apply to all residential development in the Village, whether standard subdivision or PUD. The requested PUD for this residential community ensures that the project will exceed minimum standards for the development.

Waiver 3: The reduction of driveway width will reduce the amount of impervious area. Design includes a loop road rather than dead-end road or t-turn around.

Waiver 4: Design meets all landscape width requirements except for a portion of the western perimeter. An opaque fence is proposed which will exceed minimum standards.

Waiver 5: Sidewalk access is provided to all common areas and individual lots despite the waiver request.

c. The request demonstrates that granting the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1: The subject property does not contain valuable natural resources or areas that would otherwise be the subject of preservation effort or requirements; thus, this standard is neutral in terms of the proposed design.

Waiver 2: Approval of the waiver for minimum lot size will not adversely affect drainage or natural areas within the Village.

Waiver 3: Not applicable to this waiver request.

Waiver 4: Not applicable to this waiver request.

Waiver 5: Not applicable to this waiver request.

- d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.

Waiver 1: Public benefits include the proposed dedication of 10 feet of right-of-way along the west side of Coconut Road which may very well accommodate a pedestrian sidewalk in the future linking other properties along Coconut Road. The site design also provides a substantial outdoor recreation area.

Waiver 2: Not applicable to this waiver request

Waiver 3: Public benefits include the proposed dedication of 10 feet of right-of-way along the west side of Coconut Road which may very well accommodate a pedestrian sidewalk in the future linking other properties along Coconut Road. The site design also provides a substantial outdoor recreation area.

Waiver 4: Public benefits include the proposed dedication of 10 feet of right-of-way along the west side of Coconut Road which may very well accommodate a pedestrian sidewalk in the future linking other properties along Coconut Road. The site design also provides a substantial outdoor recreation area.

Waiver 5: Not applicable to this waiver request

- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.

Waiver 1: The proposed plan meets Village landscape requirements along the north, south and east property lines. The western landscape buffer is the subject of a waiver request in terms of buffer width but can still accommodate planting of hedge material to supplement existing trees and natural landscaping along the eastern boundary of the abutting properties to the west. A 6 feet high opaque perimeter fence supplemented with landscaping as depicted on the proposed plan will provide sufficient screening and buffering to screen adjacent uses for possible adverse impacts.

Waiver 2: Not applicable to this waiver request

Waiver 3: Not applicable to this waiver request

Waiver 4: The proposed plan meets Village landscape requirements along the north, south and east property lines. The western landscape buffer is the subject of a waiver request in terms of buffer width but can still accommodate planting of hedge material to supplement existing trees and natural landscaping along the eastern boundary of the abutting properties to the west. A 6 feet high opaque perimeter fence supplemented with landscaping as depicted on the proposed plan will provide sufficient screening and buffering to screen adjacent uses for possible adverse impacts.

Waiver 5: Elimination of one of two required sidewalks along western street loop.

- f. Economic issues may not be used to justify waivers.

Waiver 1: No economic issues have been made part of the waiver requests or justification for the same.

Waiver 2: No economic issues have been made part of the waiver requests or justification for the same.

Waiver 3: No economic issues have been made part of the waiver requests or justification for the same.

Waiver 4: No economic issues have been made part of the waiver requests or justification for the same.

Waiver 5: No economic issues have been made part of the waiver requests or justification for the same.

g. The request is compatible with existing and potential land uses adjacent to the development site.

Waiver 1: The requested waivers are primarily internal to the PUD and granting of the same is unlikely to be deemed incompatible with existing and potential adjacent land uses and development. The waiver requested to allow a PUD despite not meeting the minimum acreage requirement for the same will have no adverse effect on adjacent uses. Elimination of dual sidewalks along a portion of the loop road, reduction in the internal loop road right-of-way and the reduction in landscape buffer width of the western perimeter buffer are all internal to the project and will not be visible from adjacent properties. For these reasons, the approval of the waiver requests is deemed to be compatible with existing and potential adjacent land uses and development.

Waiver 2: Not applicable to this waiver request

Waiver 3: Not applicable to this waiver request

Waiver 4: The requested waivers are primarily internal to the PUD and granting of the same is unlikely to be deemed incompatible with existing and potential adjacent land uses and development. The waiver requested to allow a PUD despite not meeting the minimum acreage requirement for the same will have no adverse effect on adjacent uses. Elimination of dual sidewalks along a portion of the loop road, reduction in the internal loop road right-of-way and the reduction in landscape buffer width of the western perimeter buffer are all internal to the project and will not be visible from adjacent properties. For these reasons, the approval of the waiver requests is deemed to be compatible with existing and potential adjacent land uses and development.

Waiver 5: Not applicable to this waiver request

Staff generally does not object the applicant's request based on the intent of the applicant to maximize the utilization of the land conforming with the low-density allowance. Additionally, the proposed common amenity area provides sufficient leisure activities in a safe and healthy location meeting the recreational needs of the future residents.

IV. Neighborhood Compatibility

- 1) The proposed project is located on the west side of Coconut Rd between Canal Road and Lakewood Road.
- 2) A community park is located within 1000 feet, on Lakewood Road.
- 3) A mix of different uses like general retails, restaurants, grocery supermarket, gas stations, professional offices, schools, child day cares are located on the proximities within 1-mile radius.
- 4) Surrounding properties are generally residential uses.

V. Regulatory Issues

- The site plan generally conforms to the property development standards of the Residential Planned Development, except for the five waiver requests.

- 1) The proposed project plan generally meets required site development regulations.
- 2) The applicant is responsible to acquire all applicable permits from all regulatory agencies with jurisdiction over the project site, including but not limited to Palm Beach County and the Village of Palm Springs.
- 3) Civil/Utility plans shall be approved by the Village's Engineer.
- 4) Proposed Site Plan meets the Traffic Performance Standards of Palm Beach County.
- 5) The property owner shall execute a Right-of Way Deed to dedicate right-of-way 25' in width to the Village of Palm Springs along Coconut Road, for the purposes of accommodating the ultimate desired public road cross-section.

- 6) Proposed development will negatively impact the public-school system, a \$32,255.00 contribution is requested by the School District of Palm Beach County.

VI. Environmental Issues:

There are no environmental (wetlands, floodplains, etc.) issues identified.

VII. Community Outreach/ Notification

- The subject property was posted on November 20, 2020.
- Public Notification letters were mailed to all property owners within 300 feet radius of subject property on November 17, 2020.
- Legal advertisement was published in the paper on November 26, 2020.
- 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 March 31, 2020 depicts the following:

- Application for a Residential Planned Development Site Plan approval with 5 waivers for the construction of 12 fee-simple residential single-family home.
 1. Site Plan dated received March 31, 2020 revised and resubmitted on September 24, 2020.
 2. Landscape plans dated received March 31, 2020 revised and resubmitted on September 24, 2020.
 3. Engineering plans dated received March 31, 2020 revised and resubmitted on October 15, 2020.
 4. Architectural plans dated received March 31, 2020 revised and resubmitted on August 21, 2020.
 5. Photometric plan dated received on March 31, 2020 revised and resubmitted on June 17, 2020.
 6. Boundary survey dated received March 27, 2020.
 7. Justification Statement and proposed use.
 8. Drainage calculations
 9. Traffic Generation Statement.
 10. Color rendering.
 11. Preliminary Water Management Calculation.
 12. Common amenity plan.
 13. Open space plan.
 14. Colored Site Plan.

IX. Recommendation

The applicant is the Owner of the subject property and is requesting an approval of the Site Development Plan to develop the ±2.11-acre Residential Multiple-Family property, which is currently a vacant and undeveloped lot. The subject property is proposed to be developed with a residential planned development comprised of 12 residential single-family structures. Each unit supports a one-car garage with two additional parking spaces in the driveway, 3 bedrooms, 2 bathrooms, living room and a kitchen. The community will have two access driveways by the existing Coconut Road right-of-way. Amenities include: a picnic area with grills, tot lot, exercise area, walkway and a relax area with a fountain and benches.

The project generally meets and exceeds some of the minimum requirements for a Planned Development as shown on the table below:

Land Development Regulations	Required	Proposed
35 percent of the gross land area for open space	32,169 sf	37,031 sf
20 percent of open space shall be common amenities	6,433 sf	6,521 sf

Note: Based on the size of the property, compliance with Sec. 34-766 (1), which is subject of Waiver #2, would limit the

maximum development on the site to 11 dwelling units.

Planning, Zoning & Building Staff has conducted a review of the application and found the proposed project to be generally consistent with the land development and zoning regulations and all other portions of the code. Staff supports the Residential Planned Development Site Plan with 5 waivers and recommends conditional approval subject to the following forty-five (45) conditions, along with the voluntary monetary contribution, requested by the School District to mitigate school impacts:

1. Build out date December 31, 2021.
2. The Site Plan expires two years from approval if the proposed improvements are not constructed within that time frame.
3. The dedication of 25' along the property eastern perimeter via Right-of-way Deed to the Village of Palm Springs (for Coconut Road and drainage/utility purposes) shall be executed prior to the issuance of the building permit.
4. Garages shall be used for parking only. The HOA covenants/ deed restrictions shall include prohibit the conversion of garages into habitable spaces or used as storage.
5. The HOA covenants/deed restrictions shall prohibit the installation of sheds.
6. The HOA covenants/ deed restrictions shall prohibit the installation of any additional impervious or semi-impervious surface.
7. The parking of boats, commercial vehicles, or recreational vehicles shall not be allowed anywhere except inside garages.
8. Parking of oversized vehicles that do not fit within the typical parking stall (9'x18.5') shall also be prohibited.
9. No signs are proposed as part of this application.
10. A Utility/Civil Plan shall be approved by the Village Engineer and the Village Public Service Director at time of permitting; see comments to be address below:
 - I. The compensating storage appears to meet the SFWMD criteria. The calculations shall be updated per final Civil Plans at time of Civil/Utility permitting.
 - II. Provide additional elevations on the topographic boundary survey.
 - III. Plans shall extend to depict elevation differential along west property line (at drainage ditch).
Regrading may be required. Landscape buffer may be affected requiring modifications to plan sheets.
11. The proposed 10' utility easements shall be recorded at time of civil/utility plan review.
12. Zero-lot line buildings shall be in compliance with the Village code Section 34-1064(6).
 - The minimum separation between zero lot line units shall be ten feet. The wall of the dwelling located on the lot line shall have no windows, doors, air conditioning units or any other type of openings; provided, however, that atriums or courts shall be permitted on the zero lot line side when the court or atrium is enclosed by three walls of the dwelling unit, one of which is a solid wall of at least eight feet in height, which shall be provided on the zero lot line. The wall shall be constructed of the same material as exterior walls of the unit.
 - A perpetual four-foot maintenance easement shall be provided on the lot adjacent to the zero-lot line property line. The easement shall be shown on the plat an incorporated into each deed transferring title to the property. Roof overhangs may penetrate the easement on the adjacent lot a maximum of 24 inches, but the roof shall be designed so that water runoff from the dwelling placed on the lot line is limited to the easement area.
13. Photometric plans shall be approved by the Planning, Zoning and Building Department at time of permitting.
14. Irrigation plans shall be provided at the time of permitting. Non-potable water shall be used for the irrigation system per Village code.
15. Garbage canisters and recycling bins shall be placed on the garages after picking up and set out on the driveways along the road only on pick up days.
16. Perimeter compatibility treatments along north, west and south sides, specifically 6' privacy fence and landscaping, shall be installed prior to the issuance of the 1st Certificate of Occupancy.
17. No parking shall be allowed, under any circumstances, along the drive aisles. Residents and guest parking shall only occur within private garages and/or driveways and designated guest parking stalls.

18. Landscape buffers shall only encumbered/overlapped a maximum of 5' by any utility easements. Verify utility and easement locations to ensure that there are no conflicts with landscaping, revise at time of permitting as needed.
19. All electric utilities shall be underground.
20. The final plat shall be approved and recorded prior to any sales or issuance of Certificates of Occupancy.
21. The common amenity areas shall be completed in their entirety, open for use and accessible to the residents, prior to the issuance of the Certificate of Occupancy for the 4th unit (40% of the project).
22. The property owner shall post a notice of annual boundary school assignments for students from this development. The district will provide an 11' x 17' sign to be posted in a clear and visible location in all sales offices and models with the following:

"NOTICE TO HOMEBUYERS/TENANTS"

"school age children may not be assigned to the public school closest to their residences. School Board policies regarding overcrowding or other boundary policy decisions affect school boundaries. Please contact the Palm Beach School District Boundary Office at (561)434-8100 for the most current school assignment(s)".
23. Any existing or proposed utility box/cabinet that is not screened from view, shall be wrapped with a match design accordingly with the existing/proposed location at time of landscaping inspections.
24. Palm Beach County "Digital Inclusion infrastructure" (broadband antenna and related facilities) shall be accommodated on the property (if location is determined to be desirable for broadband coverage by Palm Beach County or School District of Palm Beach County), prior to Certificate of Occupancy, and property owner shall voluntarily serve as a program partner (easement/agreement, electric) through the life of the program.
25. A root barrier shall be provided on trees that are within 12' of utility lines.
26. Landscaped areas shall be irrigated including but not limited to buffer, islands, planter boxes, etc.
27. All mechanical equipment's and above-ground infrastructure shall be screened from view.
28. The construction dumpster shall be only provided by Waste Pro USA who is under franchise Agreement with the Village.
29. The mail pickup and delivery system shall be approved by the United States Postal Service.
30. Provide permits from all applicable permitting agencies, including but not limited to, PBC and Village of Palm Springs at the time of permitting.
31. 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.
32. A copy of the NPDES Notice of Intent for Generic Permit shall be submitted to the PZB Department at time of permitting.
33. A stabilized surface shall be provided at all time during construction for access by emergency vehicles.
34. A pre-construction meeting shall be scheduled with the Village Planning, Zoning & Building Development Department prior to commencement of any construction activity. Permits are required from the Planning, Zoning & Building 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.
35. A silt barrier shall be installed around the perimeter of the property (within the affected area for the site improvements and new building 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.
36. 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 increased on-site security at the operator's sole expense.
37. Any sidewalk broken or damaged during construction shall be replaced by the contractor prior to CO.
38. The Landscaping shall be certified by the Landscape Architect upon completion and prior to Certificate of Occupancy/Certificate of Completion of each improvement area.
39. Absolutely no occupancy, other than construction personnel, is permitted prior to TCO/CO.
40. Photometrics must be certified by an engineer prior to CO.
41. The civil engineer of record shall certify the site construction prior to Certificate of Occupancy.

42. 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 Planning Zoning and Building Director.
43. The General Contractor shall be on site during any and all construction activity in accordance with FS 489.1195.
44. The project shall receive approval from all Authorities Having Jurisdiction and submit copies of approvals to the Village of Palm Springs.
45. At the time of CO, the petitioner shall provide the Planning, Zoning and Building Department with electronic copies of as-builts.

46. The School District has requested the Applicant offer a voluntary commitment to make a contribution of \$32,255 to the School District of Palm Beach County prior to issuance of a building permit, based on School Capacity Availability Determination letter issued on August 25, 2020.

Project Narrative - Sec. 34-1063. - Performance standards.

Request

The property owner/applicant is requesting site plan approval for a single-family residential planned unit development (PUD) permitted consisting of twelve (12) lots that will each accommodate a single-family residence of approximately 2,000 sq. ft.

Land Use & Zoning

The subject property has a Future Land Use of designation of Low-Density Residential and a Zoning designation of Residential – Multi-Family (RM), and as such, has a maximum allowable density of 5.7 units/acre.

Minimum Design Requirements and Standards

Property development regulations and supplemental regulations of the RM District with a PUD have been addressed in the accompanying site plan. All development standards and property development regulations have been met except where waivers are being requested for reasons justified in the waiver standards portion of this application. More specifically:

- (1) Sidewalks are proposed on both sides of the loop road that serves as the primary driveway and the proposed site plan demonstrates interconnectivity with other pedestrianways thus providing access to each home site and project amenities.
- (2) The subject property is a combination and reconfiguration of tracts within the Plat of Lakewood Gardens; thus consolidation of smaller parcels into a larger unified development project is proposed.
- (3) Two (2) curb cuts are proposed to provide access to Coconut Road, a local street extending north-south from Lake Worth Road on the south to Canal Road on the north. The curb cuts accommodate a loop road that provides access to each lot which will have ingress and egress to Coconut Road.
- (4) Parking requirements based on 2.5 spaces per unit and 25% for guest parking have been met.
- (5) Pedestrian-scale street lighting along sidewalks and pedestrian ways is being provided (see lighting plan).
- (6) Open space has been aggregated in the form of yards, buffer requirements and a centrally located recreation area providing to common areas of sufficient size for passive/leisure activities.
- (7) Continuity of sidewalks and pathways are provided in the form of walkways to usable open spaces, recreation amenities or public facilities (bus stops along Coconut Road, if required by School District or Palm Tran).
- (8) Residential setbacks are proposed that allow for a green, semi-private planting area between the sidewalk and house(s).
- (9) Streetscape where feasible is proposed, with maintenance agreements assigning responsibility to the homeowners association.

Project Narrative – Performance Standards

p.2

(10) Design will allow for the creation of bus waiting areas for safety, for school buses or mass transit, as may be applicable.

(11) Building stepbacks or setbacks have been provided to respect existing scale and massing of adjacent neighborhoods and promote compatibility.

(12) Buffers between adjacent residential uses to include an opaque fence and landscaping to promote compatibility.

(13) Adequate vehicular circulation is provided in the form of a loop road which does not negatively impact existing roadway conditions or require dead-end streets and t-style turnarounds.

Waivers

Five (5) waivers are being requested which relate to right-of-way width for the loop road, a portion of the sidewalks, landscape buffer, required acreage for a PUD and required minimum lot size for the proposed 12 SFRs, all of which are identified and justified in the companion waiver request.

Revised: November 10, 2020

3673 COCONUT ROAD PUD – WAIVER STANDARDS

Requested Waivers

1. Section 34-1064. Minimum acreage for residential planned unit development (PUD).

Code Requirement: 3 acres

Proposed: 2.11 acres

Waiver Requested: 0.89 acres

2. Section 34-1328. Minimum Off-Street Parking Bay Dimensions (90 degree parking – driveways)

Code Requirement: 26 ft. driveway paving width

Proposed: 22 ft. driveway paving width

Waiver Requested: 4 ft. reduction in driveway paving width

3. Section 34-162 (b) (2). Required perimeter landscape buffer width

Code Requirement: 10 ft. wide buffer

Proposed: 4 ft. wide buffer along western perimeter of site only

Waiver Requested: 6 ft. reduction in buffer width for western perimeter buffer

4. Section 34-1063(a)(1). Sidewalks.

Code Requirement: Sidewalks required to be constructed on both sides of local streets

Proposed: Sidewalk on 1 side of street along western street loop.

Waiver Requested: Elimination of 1 sidewalk along western street loop.

5. Section 34-766 (1) Minimum lot size

Code requirement: 100,500 sq. ft. for 12 residential units

Proposed: 91,911 sq. ft.

Waiver Requested: 8,589 sq. ft.

Waiver Standards

- a. The request is in harmony with and is consistent with the purpose and intent of the Village's Comprehensive Plan and Land Development Code and that such waiver will not be injurious to the area involved or otherwise detrimental to the public health, safety, and welfare.

Waiver 1. Minimum PUD acreage.

Response: Waiver request to reduce the minimum acreage requirement for a residential PUD will not be injurious to the area or detrimental to public safety or welfare because it will allow the proposed residential development to be reviewed according to PUD standards and platted as such rather than as a straight subdivision. The twelve (12) lots contained within the PUD are intended to be developed and sold as fee simple single-family homes.

Waiver 2. Minimum driveway paving width.

Response: The proposed reduction in driveway paving width will not be injurious to the area or detrimental to public safety or welfare because only the 12 single-family homes will be affected by the reduction in width since the local street providing access to the homesites is internal and thus will have no external impacts. The proposed 22 ft. wide paving street with sidewalks on both sides will still meet the intent of the Village Code.

Waiver 3. Required Perimeter landscape buffer width.

Response: The only portion of the PUD that does not meet the required landscape buffer width is the roughly 250 ft. of perimeter buffer along the west side of the property where it abuts two developed multi-family properties. A thick line of trees along the eastern perimeter of these two properties, coupled with the hedge that will be planted along the western perimeter of the proposed PUD, will provide adequate screening of the PUD. Had the property owner not been required to dedicate 10 feet of right-of-way along Coconut Road, there would be no need for the waiver request since the 10 ft. required buffer could have been accommodated.

Waiver 4. Elimination of one of two required sidewalks along western street loop.

Response: Only the western and southern portions of the PUD cannot accommodate the required pair of sidewalks along the loop road right-of-way. A single sidewalk is proposed in this area and thus a waiver is being requested. Sidewalks along the western and southern perimeter of the loop road would be redundant and would serve no particular function since no residences are proposed west or south of the loop road. A sidewalk providing complete circulation around the PUD is provided and, in most areas, dual sidewalks are proposed. Had the property owner not been required to dedicate 10 feet of right-of-way along Coconut Road, there would be no need for the waiver request along the western perimeter of the loop road since there would have been adequate space to provide the same.

Waiver 5: Deviation from minimum lot area for 12 dwelling units.

Response. Waiver request to reduce the minimum lot size requirement for the development of 12 single family units will not be injurious to the area or detrimental to public safety or welfare because it will allow the proposed residential development to be constructed in accordance with the proposed PUD standards (see Waiver #1) while at the same time providing shared recreation areas, open space and other community amenities not typically associated with standard subdivisions. The twelve (12) lots contained within the PUD are intended to be developed and sold as fee simple single-family homes. The proposed request will not be injurious to the public welfare.

b. The request results from innovative design in which other minimum standards are exceeded.

Waiver 1. Minimum PUD acreage.

Response: The innovative design for the proposed residential development of the subject property takes the form of the requested PUD. Even though the property does not meet the minimum acreage typically associated with residential PUDs, the request that the project be reviewed under the Village's PUD standards will ensure that the property is developed in a manner which exceeds minimum subdivision standards.

Waiver 2. Minimum driveway paving width.

Response: Design includes a loop road rather than dead-end road or t-turn around.

Waiver 3. Required Perimeter landscape buffer width.

Response: Design meets all landscape width requirements except for a portion of the western perimeter. An opaque fence is proposed which will exceed minimum standards.

Waiver 4. Elimination of one of two required sidewalks along western street loop.

Response: Sidewalk access is provided to all common areas and individual lots despite the waiver request.

Waiver 5: Deviation from minimum lot area for 12 dwelling units.

Response: The request results from code requirements that apply to all residential development in the Village, whether standard subdivision or PUD. The requested PUD for this residential community insures that the project will exceed minimum standards for development.

c. The request demonstrates that granting of the waiver will result in preservation of valuable natural resources, including drainage and recharge areas, natural areas, etc.

Waiver 1. Minimum PUD acreage.

Response: The subject property does not contain valuable natural resources or areas that would otherwise be the subject of preservation efforts or requirements; thus, this standard is neutral in terms of the proposed design.

Waiver 2. Minimum driveway paving width.

Response: Not applicable.

Waiver 3. Required Perimeter landscape buffer width.

Response: Not applicable.

Waiver 4. Elimination of one of two required sidewalks along western street loop.

Response: Not applicable.

Waiver 5: Deviation from minimum lot area for 12 dwelling units.

Response: Approval of the waiver for minimum lot size will not adversely affect drainage or natural areas within the Village.

- d. The request demonstrates public benefits to be derived, including but not limited to such benefits as dedication of rights-of-way, extensions of pedestrian linkages outside of the project boundaries, preservation of open areas and use of desirable architectural, building, and site design techniques.**

Waiver 1. Minimum PUD acreage.

Response: Public benefits include the proposed dedication of 10 feet of road right-of-way along the west side of Coconut Road which may very well accommodate a pedestrian sidewalk in the future linking other properties along Coconut Road. The site design also provides a substantial outdoor recreation area.

Waiver 2. Minimum driveway paving width.

Response: Public benefits include the proposed dedication of 10 feet of road right-of-way along the west side of Coconut Road which may very well accommodate a pedestrian sidewalk in the future linking other properties along Coconut Road. The site design also provides a substantial outdoor recreation area.

Waiver 3. Required Perimeter landscape buffer width.

Response: Public benefits include the proposed dedication of 10 feet of road right-of-way along the west side of Coconut Road which may very well accommodate a pedestrian sidewalk in the future linking other properties along Coconut Road. The site design also provides a substantial outdoor recreation area.

Waiver 4. Elimination of one of two required sidewalks along western street loop.

Response: Not applicable.

Waiver 5: Deviation from minimum lot area for 12 dwelling units

Response: Not Applicable.

- e. The request provides sufficient screening and buffering to screen adjacent uses from adverse impacts caused by the granting of a waiver.**

Waiver 1. Minimum PUD acreage.

Response: The proposed plan meets Village landscape requirements along the north, south and east property lines. The western landscape buffer is the subject of a waiver request in terms of buffer width

but can still accommodate planting of hedge material to supplement existing trees and natural landscaping along the eastern boundary of the abutting properties to the west. A 6-ft. high opaque perimeter fence supplemented with landscaping as depicted on the proposed landscape plan prepared by Patrick Cunningham, LLC will provide sufficient screening and buffering to screen adjacent uses for possible adverse impacts.

Waiver 2. Minimum driveway paving width.

Response: Not applicable.

Waiver 3. Required Perimeter landscape buffer width.

Response: The proposed plan meets Village landscape requirements along the north, south and east property lines. The western landscape buffer is the subject of a waiver request in terms of buffer width but can still accommodate planting of hedge material to supplement existing trees and natural landscaping along the eastern boundary of the abutting properties to the west. A 6-ft. high opaque perimeter fence supplemented with landscaping as depicted on the proposed landscape plan prepared by Patrick Cunningham, LLC will provide sufficient screening and buffering to screen adjacent uses for possible adverse impacts.

Waiver 4. Elimination of one of two required sidewalks along western street loop.

Response: Not applicable.

Waiver 5: Deviation from minimum lot area for 12 dwelling units

Response: Not applicable.

f. Economic issues may not be used to justify waivers.

Response: No economic issues have been made part of the waiver requests or justification for the same.

g. The request is compatible with existing and potential land uses adjacent to the development site.

Waiver 1. Minimum PUD acreage.

Response: The requested variances are primarily internal to the PUD and granting of the same is unlikely to be deemed incompatible with existing and potential adjacent land uses and development. The waiver requested to allow a PUD despite not meeting the minimum acreage requirement for the same will have no adverse effect on adjacent uses. Elimination of dual sidewalks along a portion of the loop road, reduction in the internal loop road right-of-way and the reduction in landscape buffer width of the western perimeter buffer are all internal to the project and will not be visible from adjacent properties. For these reasons the approval of the waiver requests are deemed to be compatible with existing and potential adjacent land uses and development.

Waiver 2. Minimum driveway paving width.

Response: Not applicable.

Waiver 3. Required Perimeter landscape buffer width.

Response: The requested variances are primarily internal to the PUD and granting of the same is unlikely to be deemed incompatible with existing and potential adjacent land uses and development. The waiver requested to allow a PUD despite not meeting the minimum acreage requirement for the same will have no adverse effect on adjacent uses. Elimination of dual sidewalks along a portion of the loop road, reduction in the internal loop road right-of-way and the reduction in landscape buffer width of the western perimeter buffer are all internal to the project and will not be visible from adjacent properties. For these reasons the approval of the waiver requests are deemed to be compatible with existing and potential adjacent land uses and development.

Waiver 4. Elimination of one of two required sidewalks along western street loop.

Response: Not applicable.

Waiver 5: Deviation from minimum lot area for 12 dwelling units

Response: Not applicable.

- h. Waiver requests from minimum common amenity area requirements shall further demonstrate that adequate recreation area is available in the immediate vicinity of the proposed development.**

Response: No deviation from the required common amenity area has been made part of the waiver requests or justification for the same.

- i. Waiver requests from maximum height limitations shall further demonstrate that the additional height will not adversely impact adjacent properties and appropriate setbacks are provided as building height increases.**

Response: No deviation from the required common amenity area has been made part of the waiver requests or justification for the same.

Application Data

Application Name

Application Number

Existing Land Use

Proposed Land Use

Existing Zoning District

Proposed Zoning District

Property Control Numbers

Existing Use

Proposed Use

3673 COCONUT RD.

TBD

LOW DENSITY RESIDENTIAL

LOW DENSITY RESIDENTIAL

RESIDENTIAL MULTIFAMILY (RM)

RM

70-43-44-19-11-004-0223

RESIDENTIAL VACANT LOT

12 SINGLE FAMILY HOMES

NEW 12 SINGLE FAMILY HOMES

3673 COCONUT ROAD

PALM SPRINGS, FLORIDA

NEW CONSTRUCTION

SCOPE OF WORK

THE WORK ENTAILS THE SUBDIVISION OF THE LOT LOCATED AT 3673 COCONUT ROAD TO 12 PARCELS AND A RECREATIONAL AREA. EACH PARCEL SHALL HAVE A SINGLE FAMILY HOUSE.
LEGAL DESCRIPTION:
LAKEWOOD GARDENS PLAT 1 E 1/2 OF TRS 22 & 23 /LESS E 165 FT OF N 60 FT OF TR 22/ BLK 4

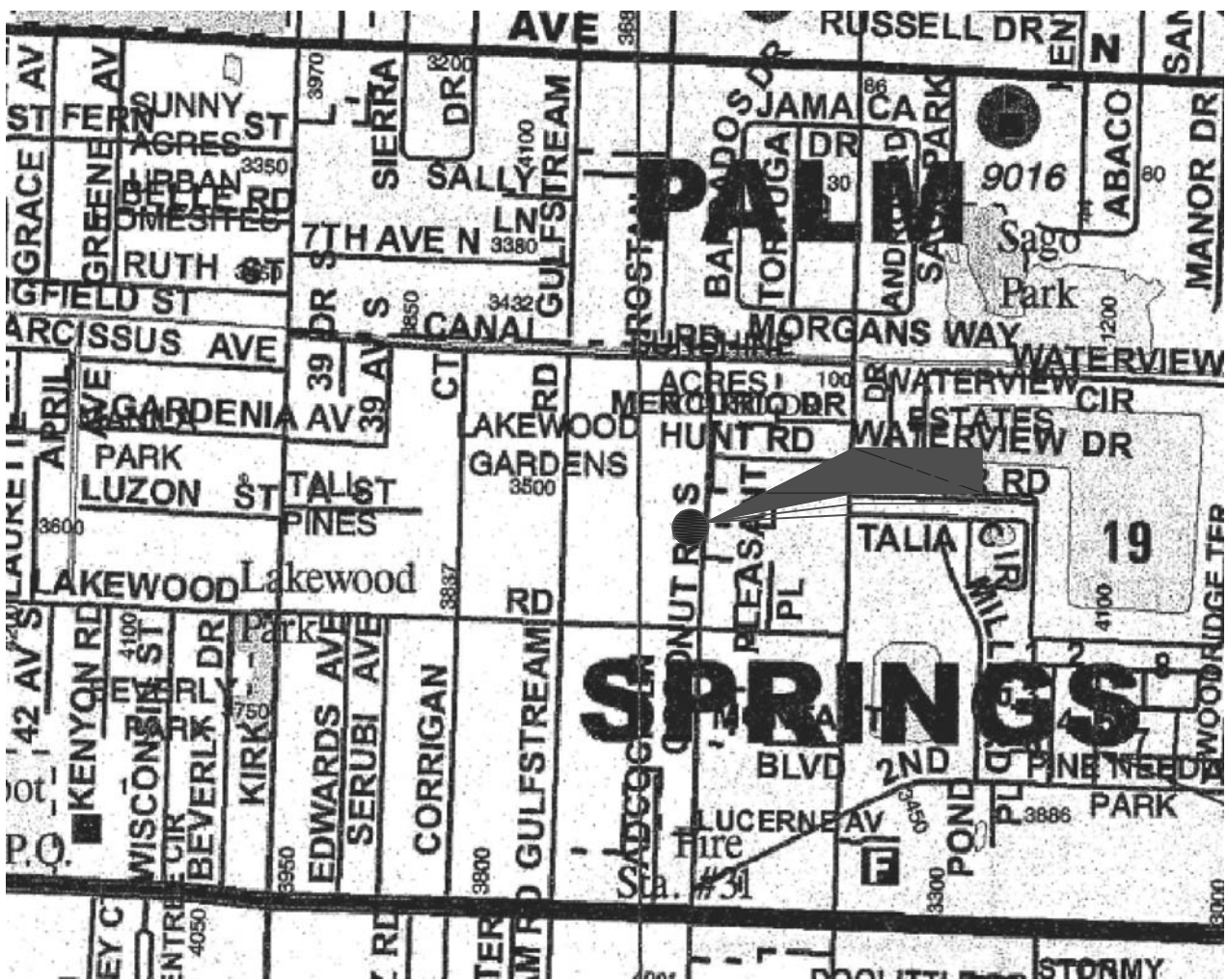
ZONING

LEGAL DESCRIPTION
LAKEWOOD GARDENS PLAT 1 E 1/2 OF TRS 22 & 23 /LESS E 165 FT OF N 60 FT OF TR 22/
BLK 4
ZONED RM - Multi-Family (70-PALM SPRINGS)
LOT SIZE 2.11 ACRES

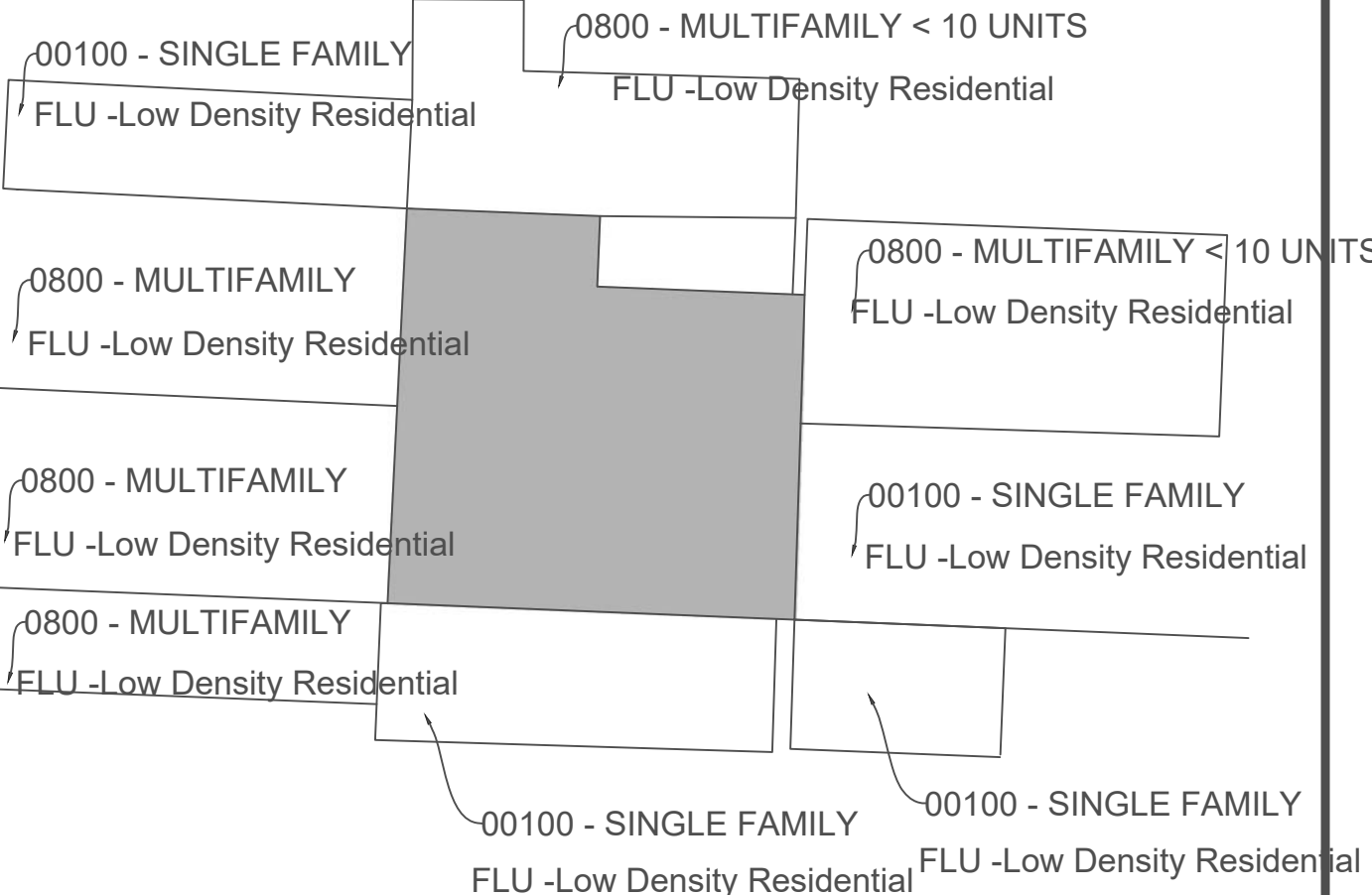
LOT INFORMATION

LOT NUMBER	LOT SIZE	SET BACK				PERVIOUS %
		FRONT	BACK	EAST	WEST	
1	51'6"X77'4"	20'-6"	6'-10"	11'-6"	0'-0"	39%
2	51'3"X77'4"	20'-6"	6'-10"	11'-6"	0'-0"	39%
3	51'3"X77'4"	20'-6"	6'-10"	11'-6"	0'-0"	39%
4	51'3"X77'4"	20'-6"	6'-10"	11'-6"	0'-0"	39%
5	51'3"X77'4"	20'-6"	6'-10"	11'-4"	0'-0"	39%
6	50'10" X 76'6"	20'-6"	6'-0"	10'-10"	0'-0"	39%
7	51'3" X 76'6"	20'-6"	6'-0"	0'-0"	11'-8"	39%
8	51'3" X 76'6"	20'-6"	6'-0"	0'-0"	11'-3"	39%
9	51'3" X 76'6"	20'-6"	6'-0"	0'-0"	11'-3"	39%
10	51'6" X 76'6"	20'-6"	6'-0"	11'-6"	11'-6"	39%
11	68'2" x 60'	6'-6"	10'-0"	5'-6"	18'-8"	40%
12	68'1" x 60'	6'-6"	10'-0"	18'-5"	5'-5"	40%

LOCATION MAP



ADJACENT ZONING



Site Data

Gross Site Area

91,911 sf

2.11 Ac.

Proposed Building Square Footage

23,828 sf

10 SFH

2,000 sf EACH

2 SFH

1,914 sf EACH

Proposed Floor Area Ratio (Non-Residential)

N / A FAR

Proposed Density (Residential)

5.7 UNITS/ACRE

Area Calculations

Building Coverage

23,828 sf

26 %

Pervious Surface Area

41,823 sf

45.7 %

Impervious Surface Area

50,088 sf

54.3 %

Total Site Area

91,911 sf

100 %

RECREATIONAL AREA AND OPEN SPACE

Required open space

32,169 SF

35 %

Proposed open space

37,031 SF

40 %

Required common amenity area

6,433 SF

20 % OF OPEN SPACE

Proposed common amenity area

6,521 SF

20 % OF OPEN SPACE

Parking Data

Parking Required - Total Spaces

2.5 / UNIT + 25% GUEST

Parking Provided - Total Spaces

38

Property Development Regulations

Zoning	Min. Lot Dimensions			Density	FAR	Setbacks/Separation (ft)
PUD	ACRES	Width/ Frontage	Depth			FOR ZERO LOT LINE
Required	3.00	-	-	5.8 UNITS / ACRE	N/A	10'
Proposed	2.11	-	-	5.7 UNITS / ACRE	N/A	10' TO 12'

PUD Setbacks

	PROPERTY LINES FOR THE ENTIRE PLANNED DEVELOPMENT			
	FRONT	SIDE	SIDE CORNER	REAR
Required	25'	20'	25'	20'
Proposed	31'6"	20'-56"	NA	28'8"

RS vs PUD

	RS	PUD
Lot dimensions	65"X100"	51'3" X 77'4"
Front setback	25'	20'6"
Side setback	7.5'	11'6" ONLY ONE SIDE (ZERO LOT)

Proposed Waivers

Code Section	Required	Proposed	Waiver
34-1064C	3 ACRES	2.11 ACRES	0.89 ACRES
34-766 (1)	minimum of 100,500 sf 2.3 acres	2.11 Acres	0.19 Acres
34-1328	26' DOUBLE 2 SIDE TRAFFIC STREET	22'	4'
34-162 (B) (3)	10' WEST SIDE LANDSCAPE BUFFER	4'	6'
34-1063 (A)(1)	WEST STREET SIDE WALKS ON BOTH SIDE OF STREET	ONE SIDE	ONE SIDE

REVISIONS	BY

AR-0097801

NEW 12 SINGLE FAMILY HOMES
3673 COCONUT ROAD
PALM SPRINGS, FLORIDA

NADER GOUBRAN, ARCHITECT
217 GAZETTA WAY, WEST PALM BEACH, FL 33413
P : 561-644-3784 F : 561-296-7866 N_GOUBRAN@MSN.COM
LICENSE NUMBER AR-0097801



DATE
1/14/2020

SCALE:
1/32"=1'-0"

TITLE SHEET

SHEET
A-100

REVISIONS	BY

AR-0097801

NEW 12 SINGLE FAMILY HOMES
3673 COCONUT ROAD
PALM SPRINGS, FLORIDA

NADER GOUBRAN, ARCHITECT
217 GAZETTA WAY, WEST PALM BEACH, FL 33413
P : 561-644-3784 F : 561-296-7886 N_GOUBRAN@MSN.COM
LICENSE NUMBER AR-0097801

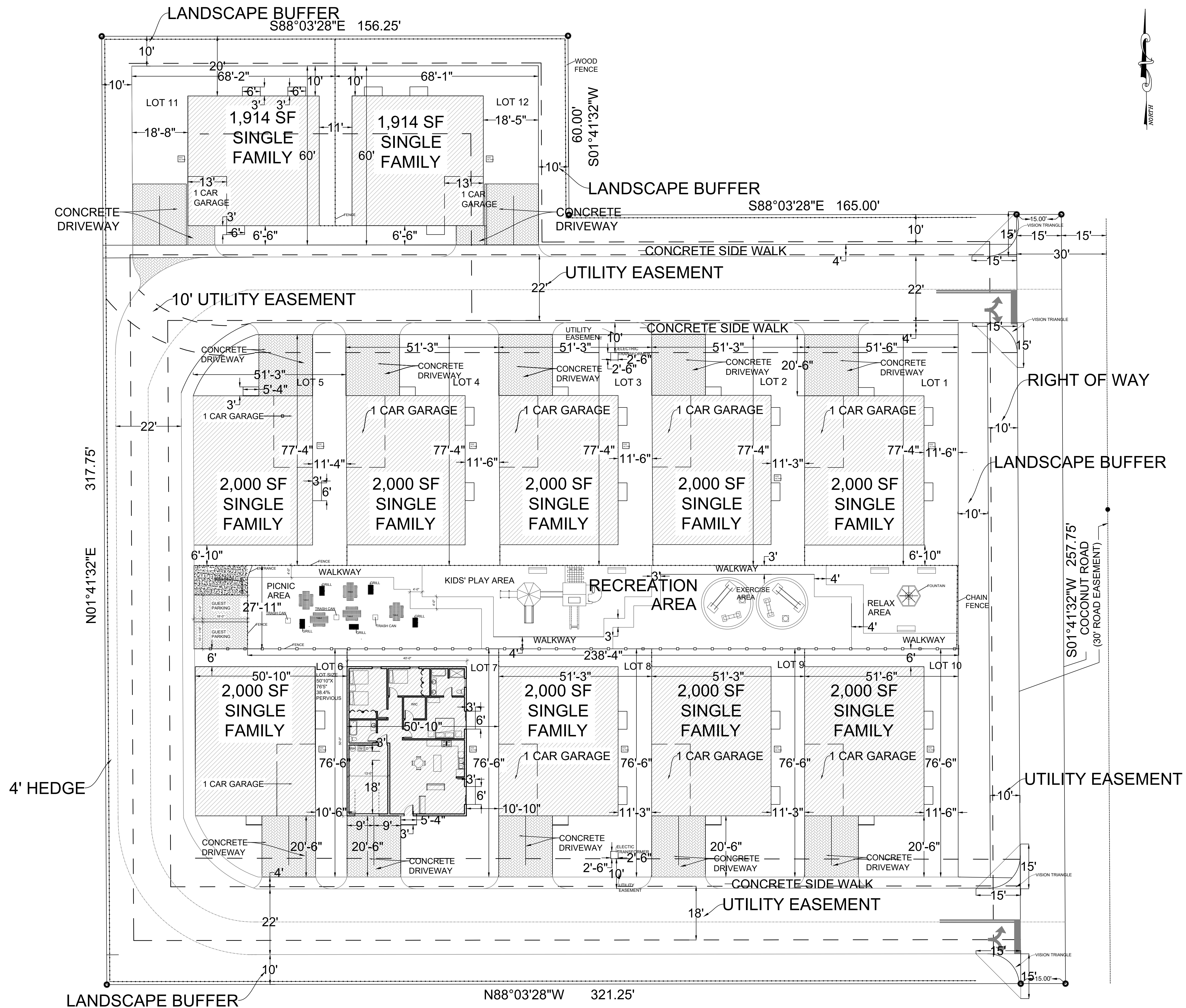


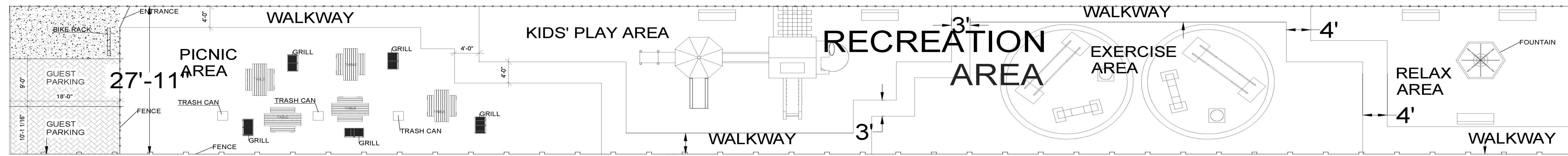
DATE **9/11/2019**

SCALE:
 $1/32"=1'-0"$

PROPOSED SITE PLAN

SHEET
A-301





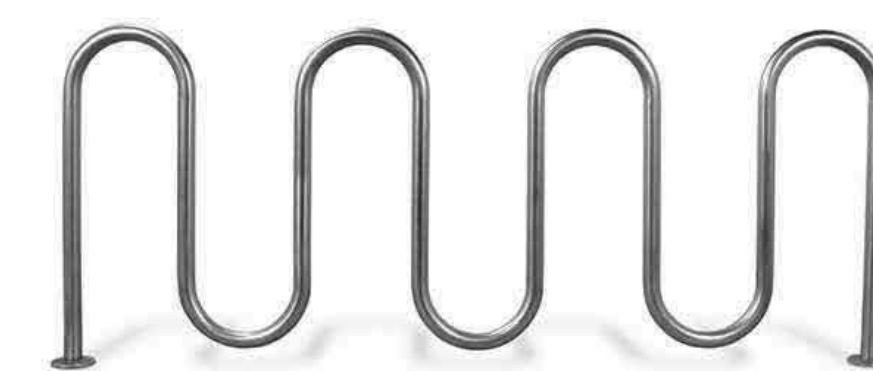
GRILL
Heavy-Duty Steel Park-Style
Charcoal Grill — 16in. x 16in.



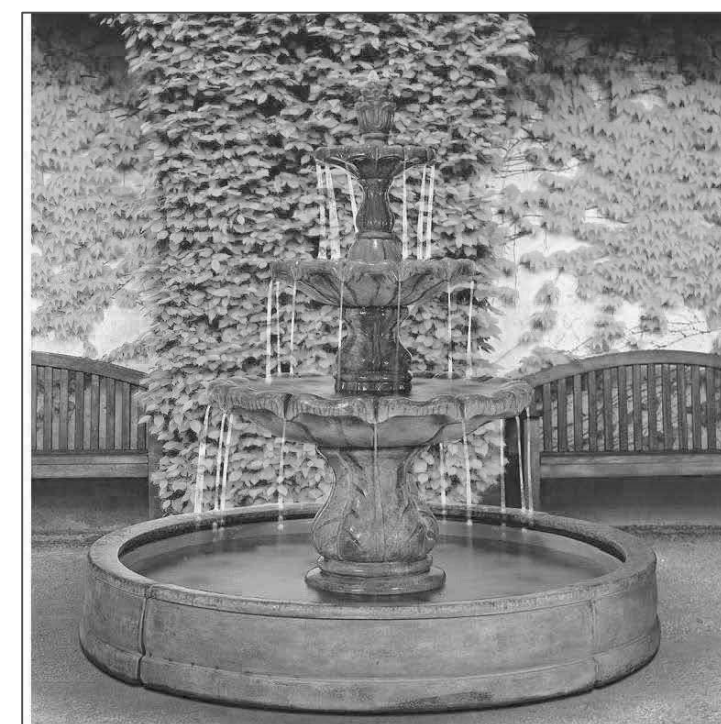
TABLE
Dimensions: 30-1/2"H x 62"W



TRASH CAN
Outdoor Metal Slatted Trash
Receptacle with Dome Lid - 36 Gallon Black



BIKE RACK
5-Loop Wave Style Bike Rack
7 Bike Capacity, Black



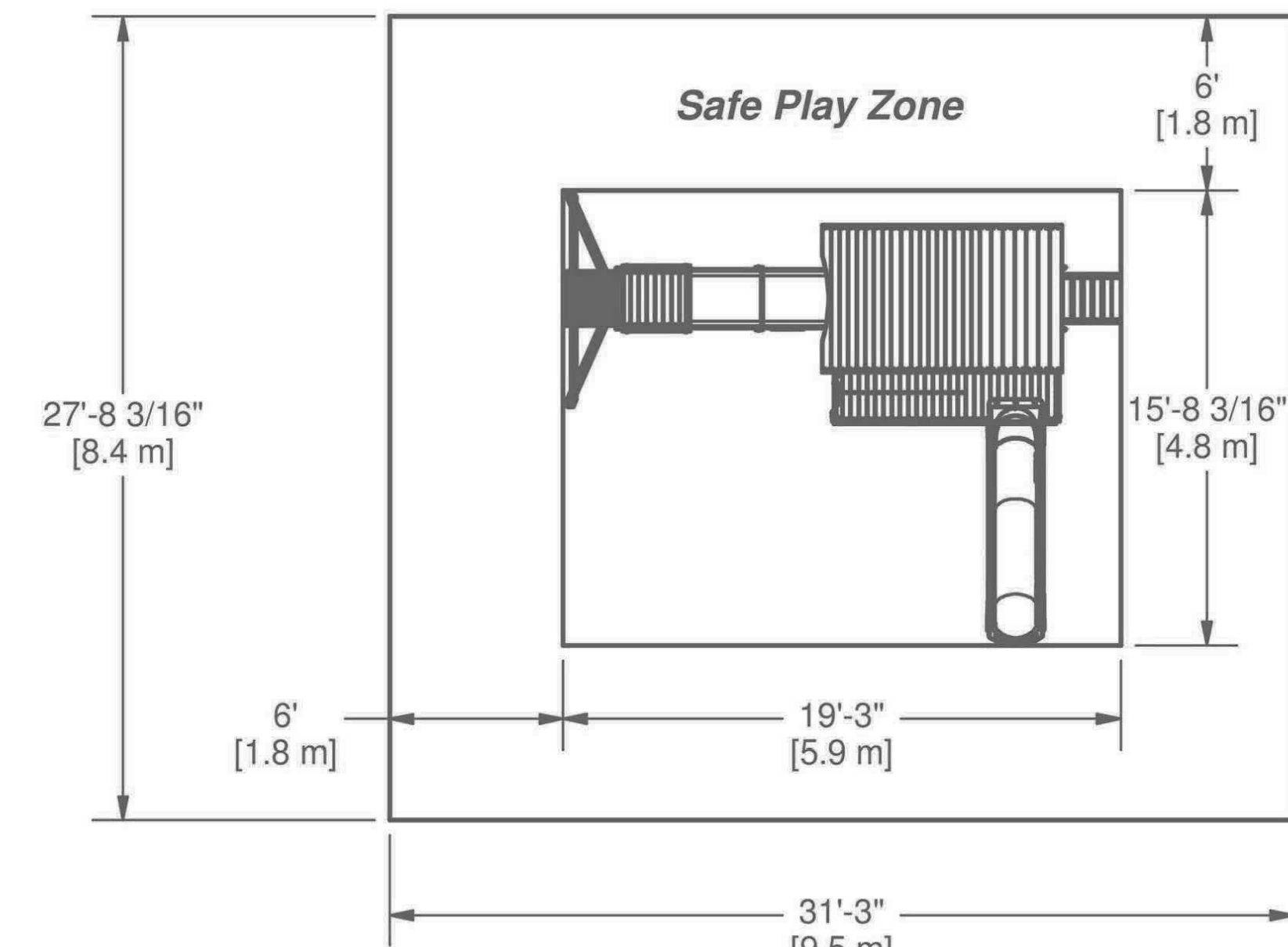
FOUNTAIN
61" high x 64" wide. Weighs 831 lbs



BENCH
Contemporary 6' Aluminum
Bench - Black Powder-Coated Finish

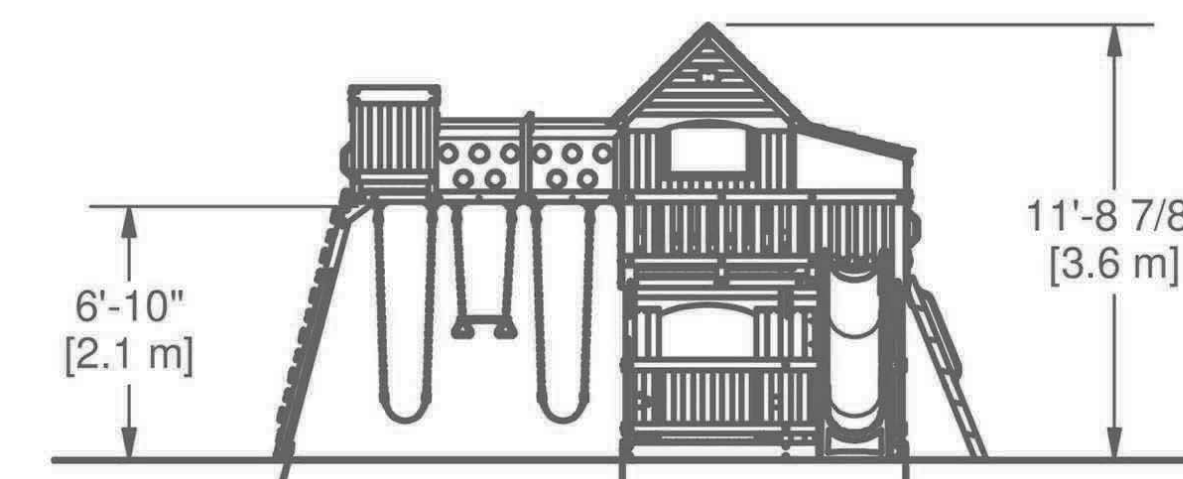
RECREATION AREA

NOT TO SCALE

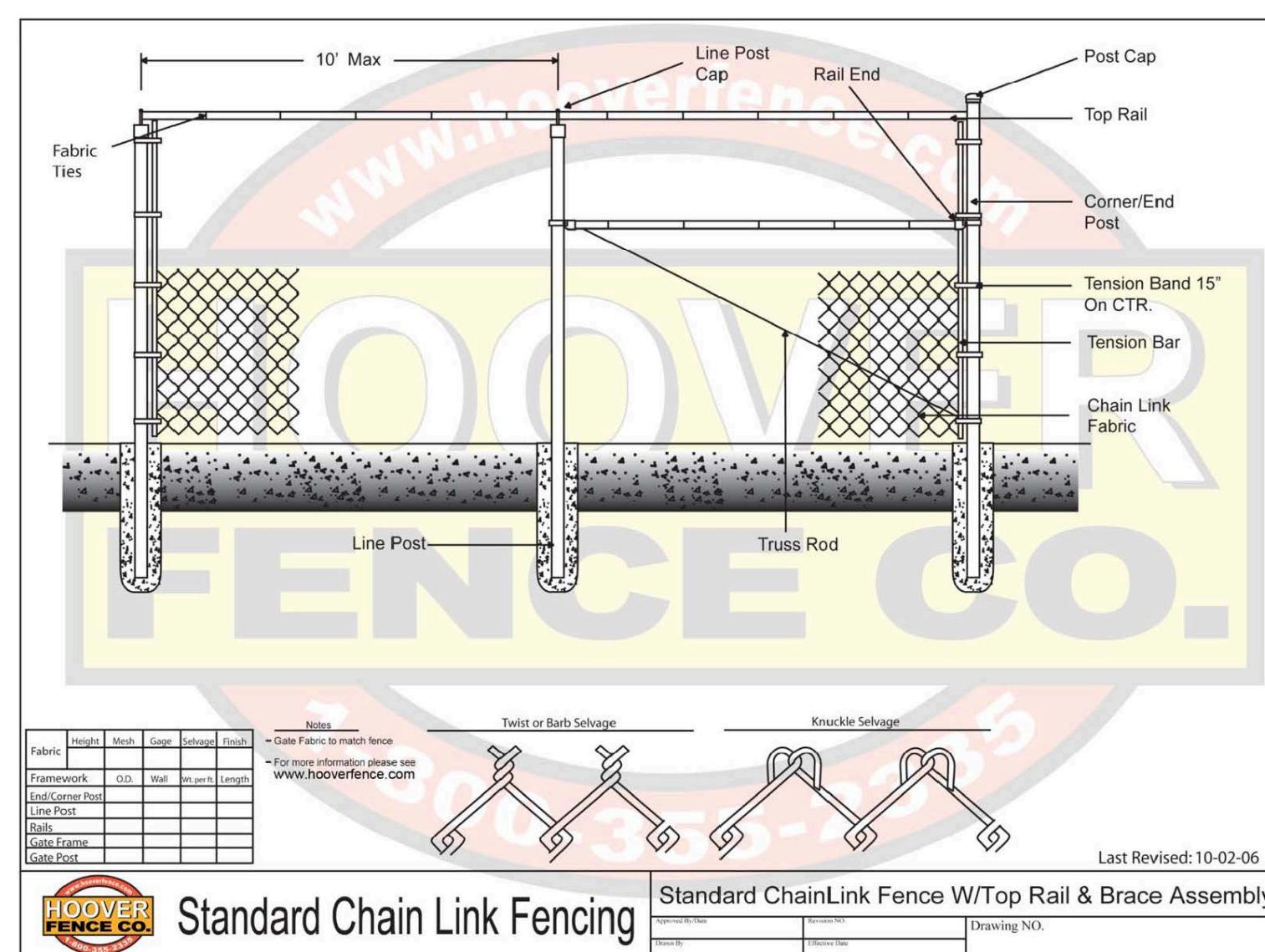


Safe play height: 17'-9" [5.4 m]
Maximum fall height: 6'-10" [2.1 m]

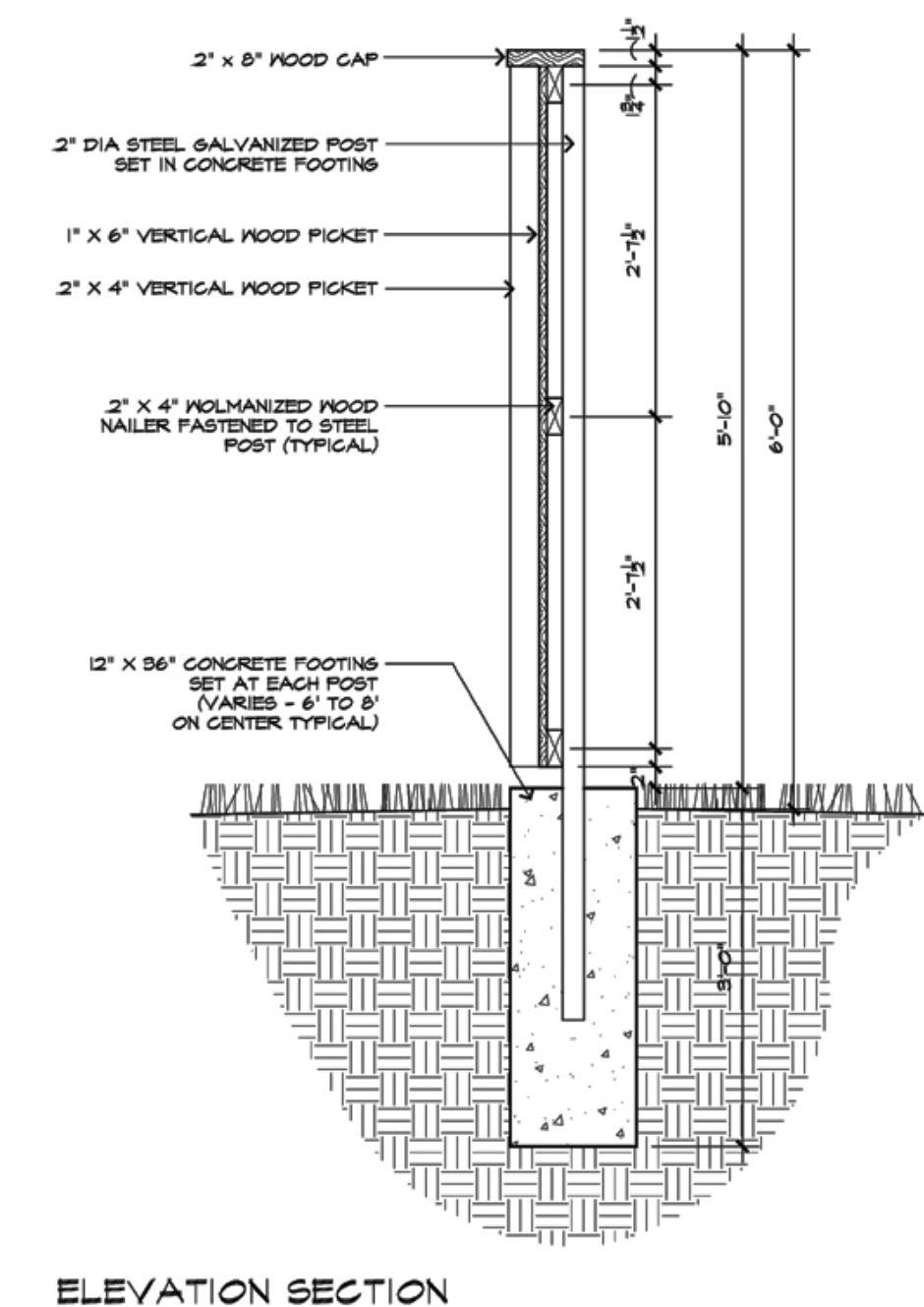
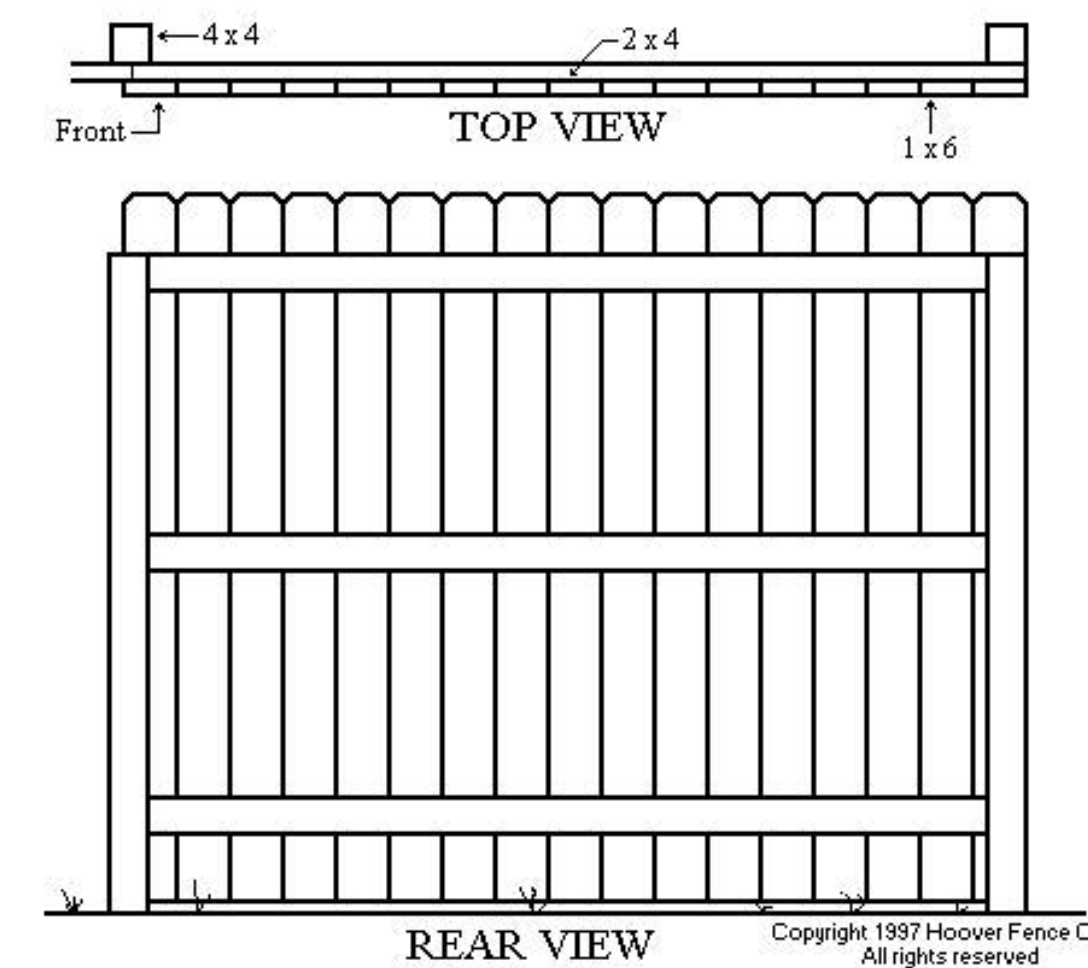
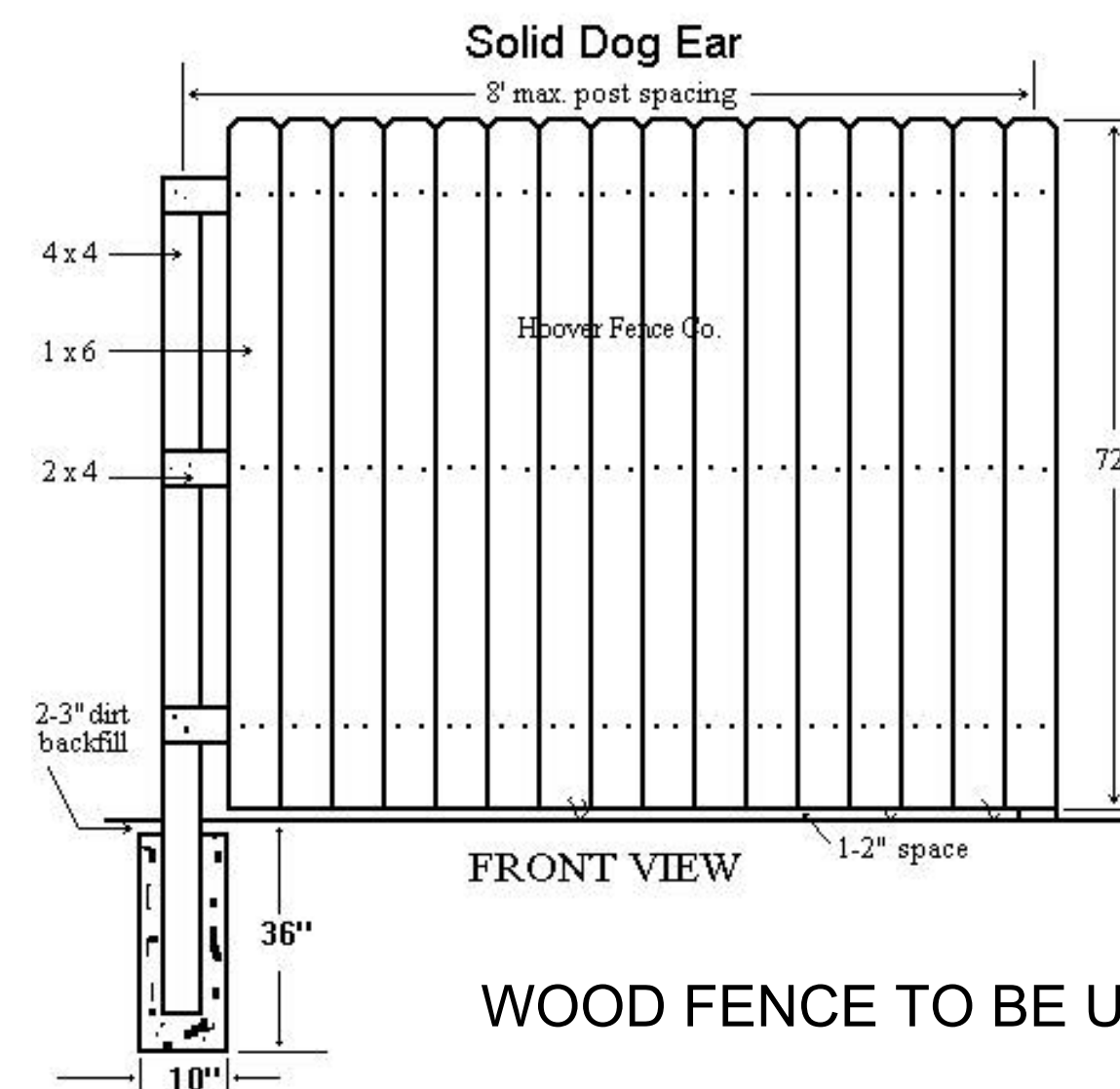
WOODRIDGE ELITE



KIDS PLAY ZONE



CHAIN LINK FENCE
TO BE USED ONLY
AROUND THE
AMENITIES
AREA



REVISIONS	BY

AR-0097801

NEW 12 SINGLE FAMILY HOMES
3673 COCONUT ROAD
PALM SPRINGS, FLORIDA

NADER GOUBRAN, ARCHITECT
217 GAZETTA WAY, WEST PALM BEACH, FL 33413
P : 561-644-3784 F : 561-296-7866 N_GOUBRAN@MSN.COM
LICENSE NUMBER AR-0097801

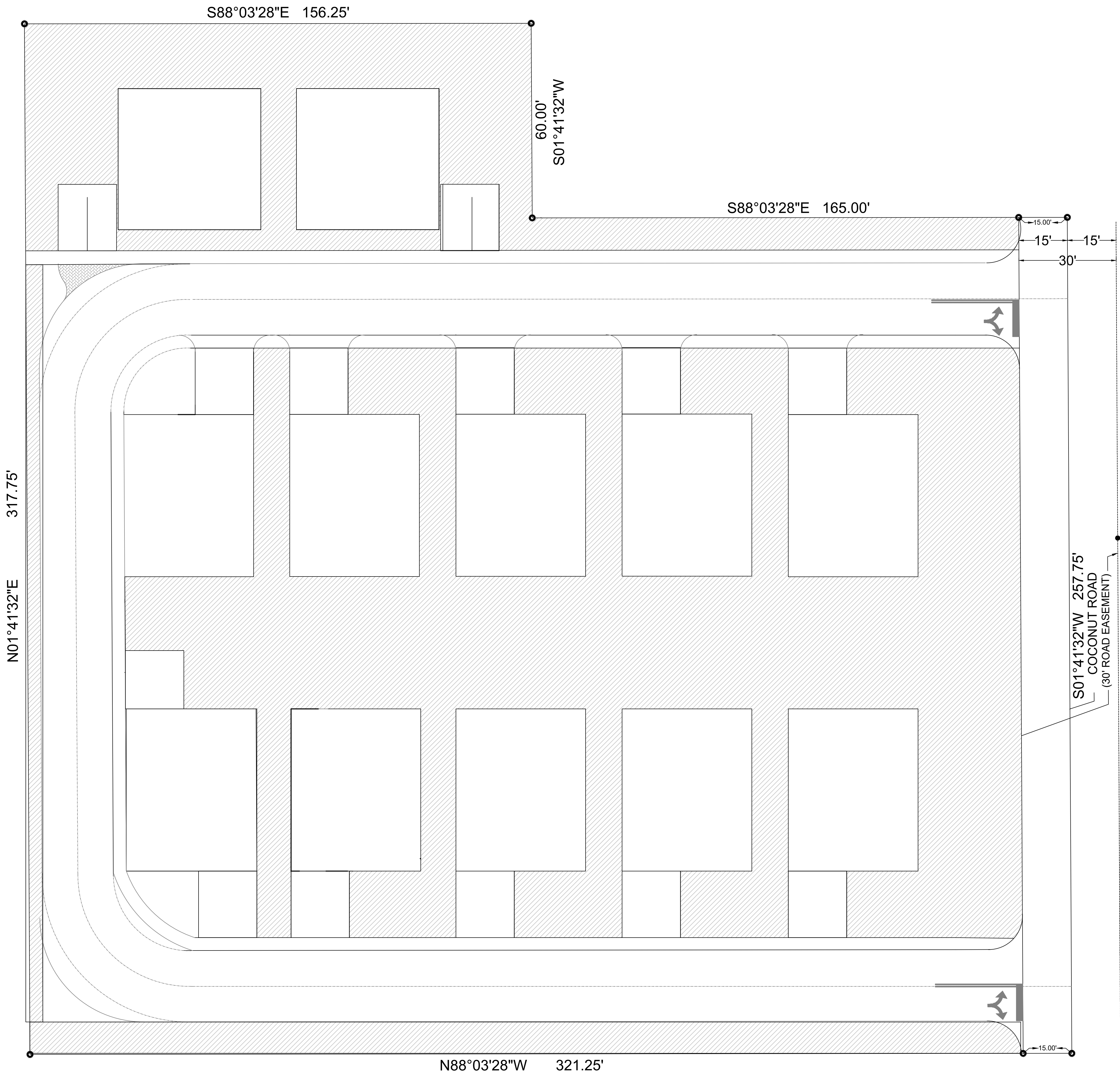


DATE
1/14/2020

SCALE:
1/32"=1'-0"

RECREATIONAL AREA

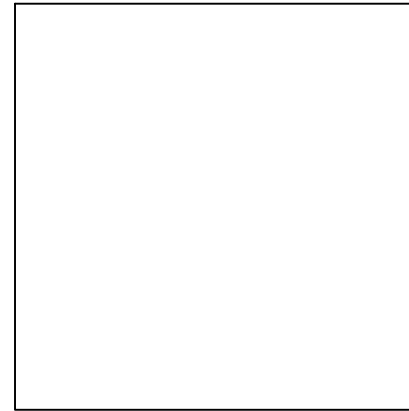
SHEET
A-300



OPEN SPACE PLAN

OPEN SPACE REQUIRED = 32,169 SF
OPEN SPACE PROVIDED = 37,031 SF

REVISIONS	BY



AR-0097801

NEW 12 SINGLE FAMILY HOMES
3673 COCONUT ROAD
PALM SPRINGS, FLORIDA

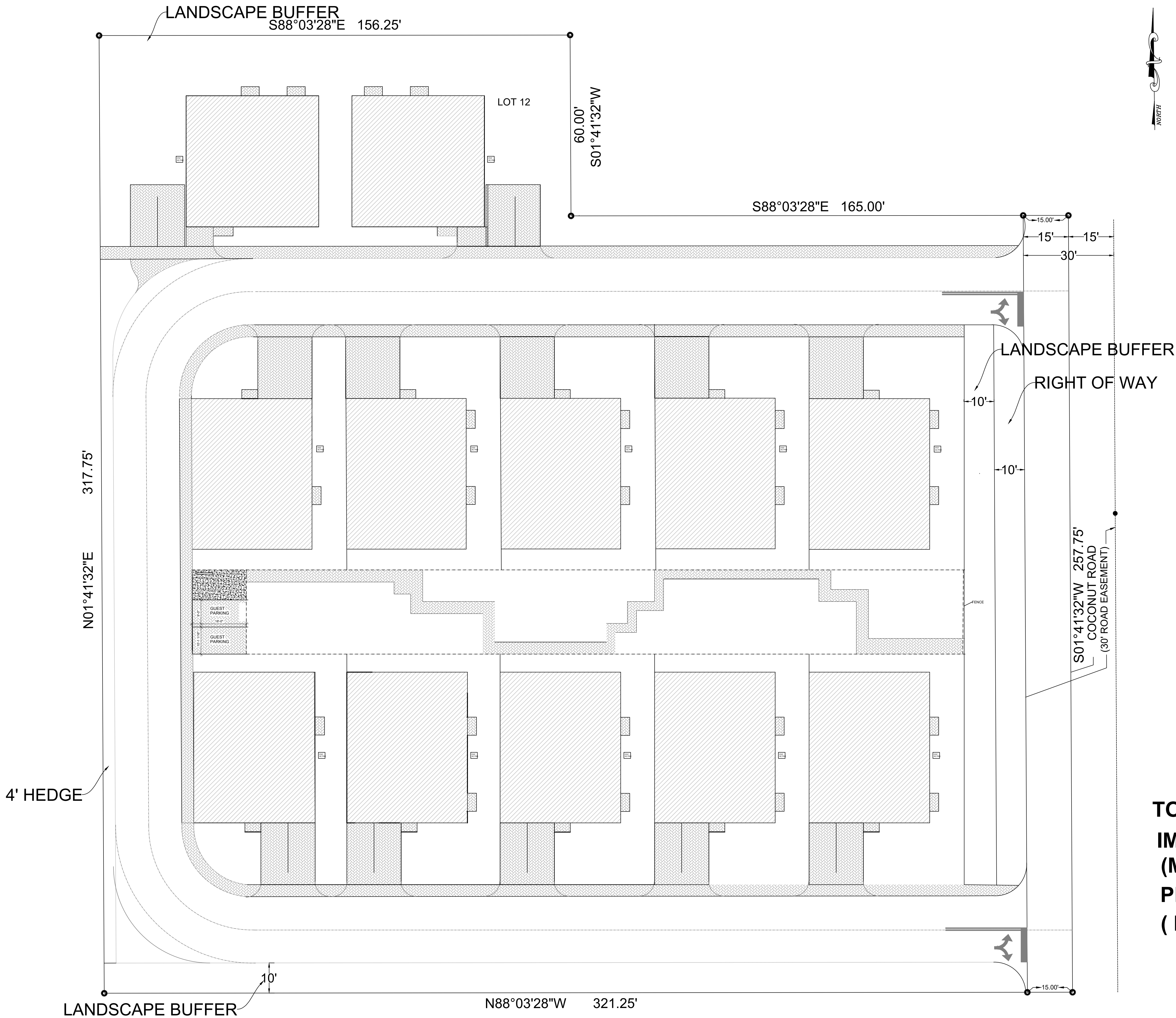


NADER GOUBRAN, ARCHITECT
217 GAZETTA WAY, WEST PALM BEACH, FL 33413
P : 561-644-3784 F : 561-296-7866 N_GOUBRAN@MSN.COM
LICENSE NUMBER AR-0097801

DATE:	9/11/2019
SCALE:	1/32"=1'-0"
OPEN SPACE PLAN	

SHEET

A-301.2



TOTAL AREA 91,911 SF
IMPERVIOUS AREA 50,088 SF
(MAX. 55%)
PERVIOUS AREA 41,823 SF
(MIN. 45%)

REVISIONS	BY



AR-0097801

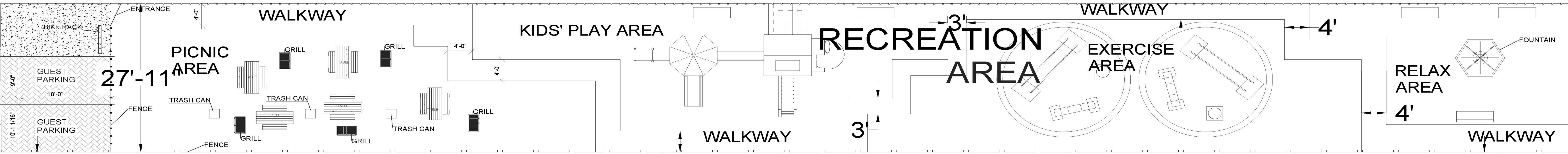
NEW 12 SINGLE FAMILY HOMES
3673 COCONUT ROAD
PALM SPRINGS, FLORIDA

NADER GOUBRAN, ARCHITECT
217 GAZETTA WAY, WEST PALM BEACH, FL 33413
P : 561-644-3784 F : 561-296-7866 N_GOUBRAN@MSN.COM
LICENSE NUMBER AR-0097801

**ARCHITECT**

DATE:	9/11/2019
SCALE:	1/32"=1'-0"
PROPOSED SITE PLAN	

SHEET
A-301.3



EXERCISE AREA

NOT TO SCALE



Stamina Outdoor Fitness Strider



FITNESS WEIGHT BENCH



FITNESS POWER TOWER

REVISIONS	BY



AR-0097801

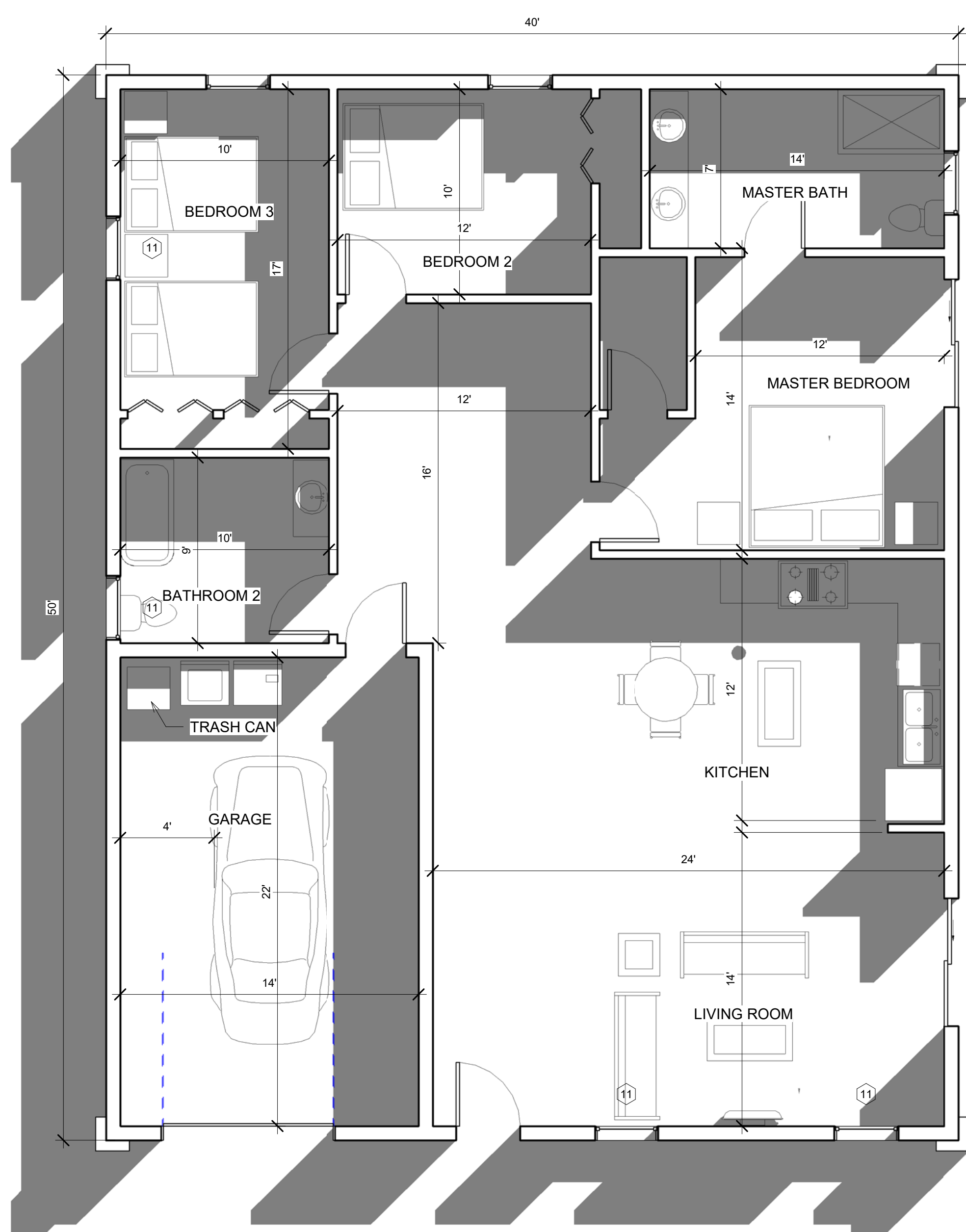
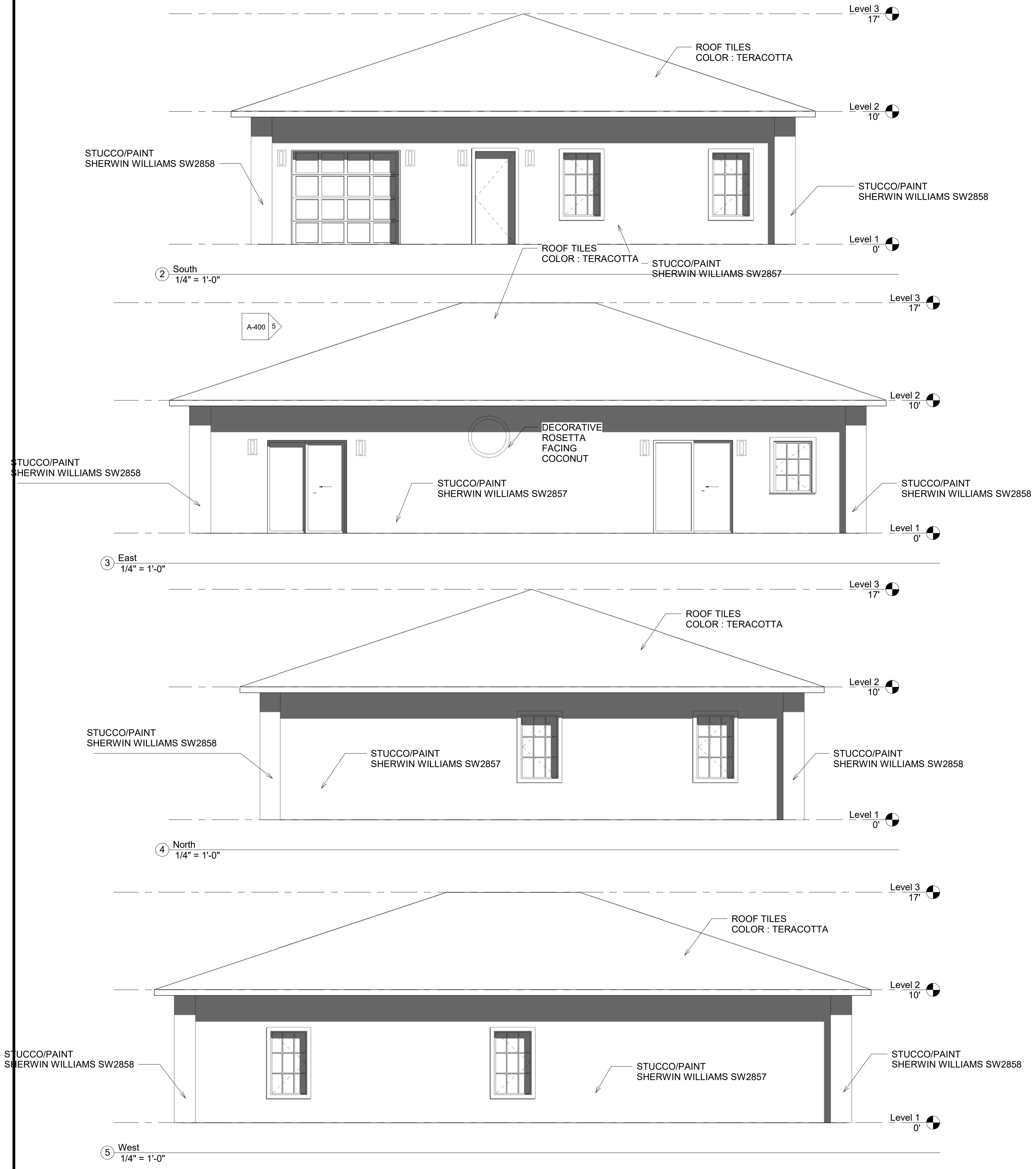
NEW 12 SINGLE FAMILY HOMES
3673 COCONUT ROAD
PALM SPRINGS, FLORIDA

NADER GOUBRAN, ARCHITECT
217 GAZETTA WAY, WEST PALM BEACH, FL 33413
P : 561-644-3784 F : 561-296-7866 N_GOUBRAN@MSN.COM
LICENSE NUMBER AR-0097801



DATE	1/14/2020
SCALE:	1/32"=1'-0"
RECREATIONAL AREA	





REVISIONS

LIC. # AR - 97801

3673 COCONUT
PALM SPRINGS, FLORIDA

NADER GOUBRAN , ARCHITECT
2886 10TH AVE N, PALM SPRINGS , FL 33461
P : 561-644-3784 F : 561-948-8275
EMAIL : NG@NADERGOUBRAN.COM
WWW.NADERGOUBRAN.COM

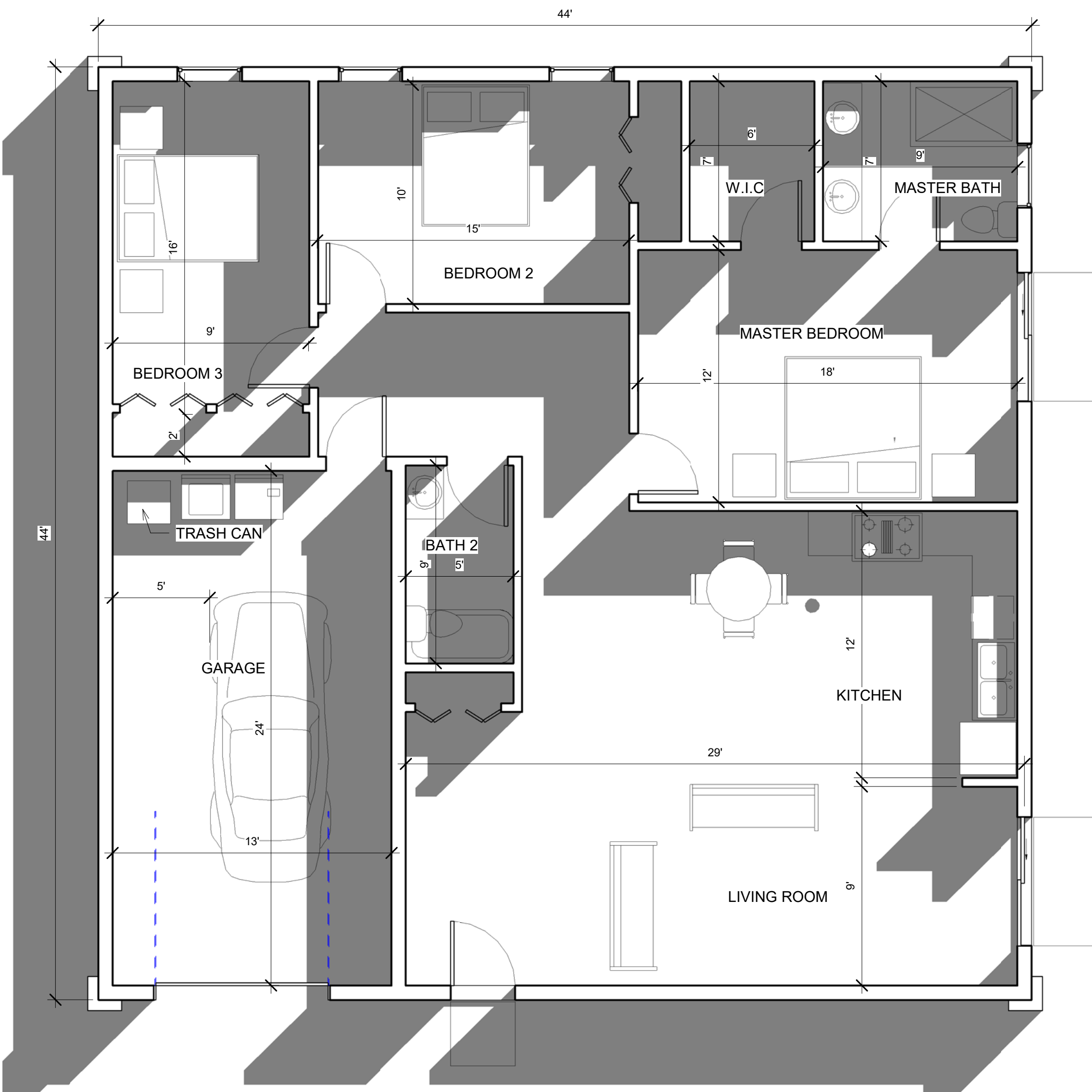
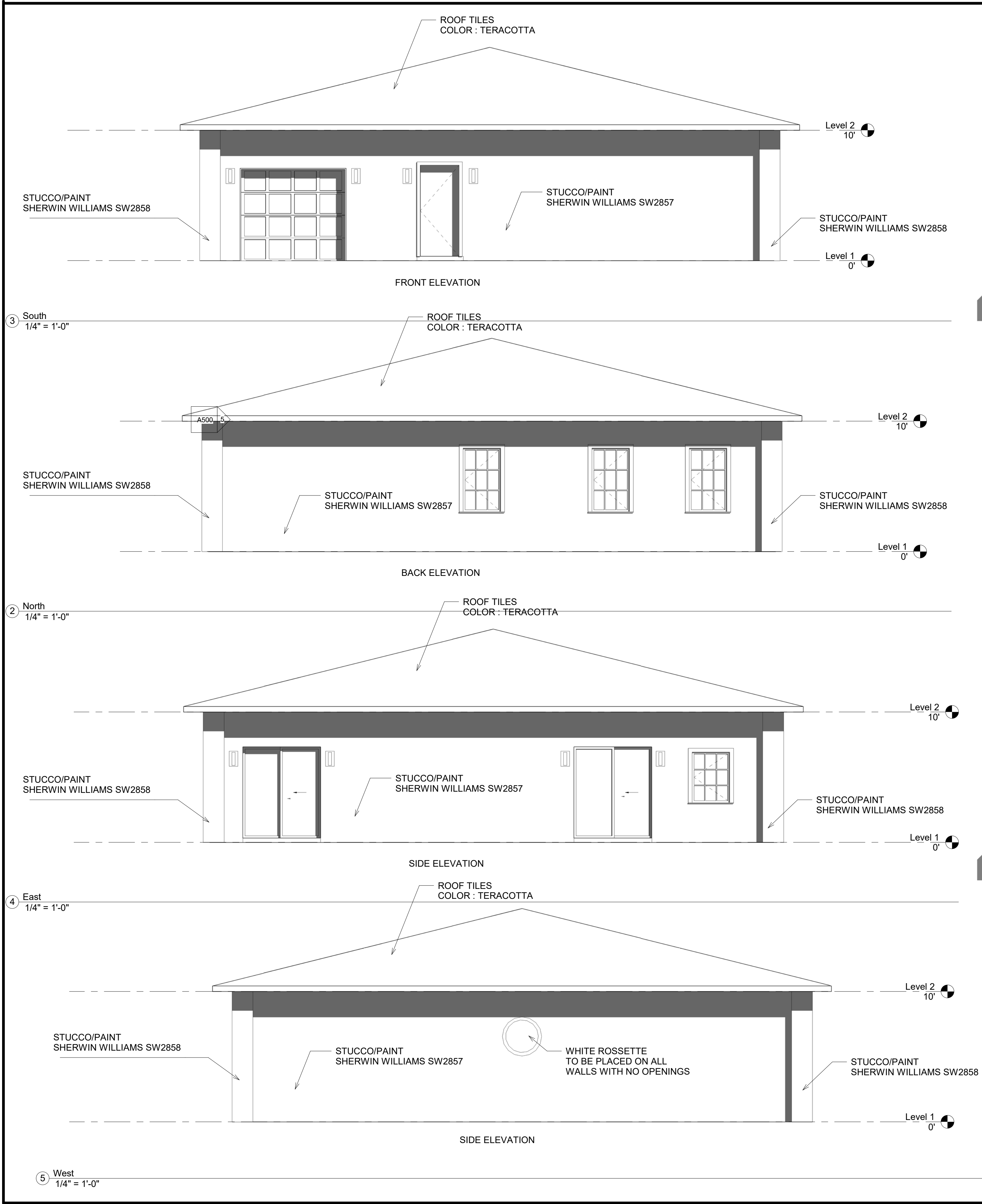
ARCHITECT

DATE
12/10/19

SCALE
1/4" = 1'-0"

SINGLE FAMILY

SHEET
A-400



1914 SQ. FT. HOOUSE PLAN

REVISIONS

LIC. # AR - 97801

3673 COCONUT

PALM SPRINGS, FLORIDA

NADER GOUBRAN , ARCHITECT

2886 10TH AVE N, PALM SPRINGS , FL 33461

P : 561-644-3784 F : 561-948-8275

EMAIL : NG@NADERGOUBRAN.COM

WWW.NADERGOUBRAN.COM

ARCHITECT

DATE: 01/03/20

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

1914 SQ.FT HOUSE

SHEET

A500



STREET VIEW



RECREATION AREA



AERIAL VIEW



AERIAL VIEW



RECREATION AREA

REVISIONS	BY

AR-0097801

NEW 12 SINGLE FAMILY HOMES
3673 COCONUT ROAD
PALM SPRINGS, FLORIDA

NADER GOUBRAN, ARCHITECT

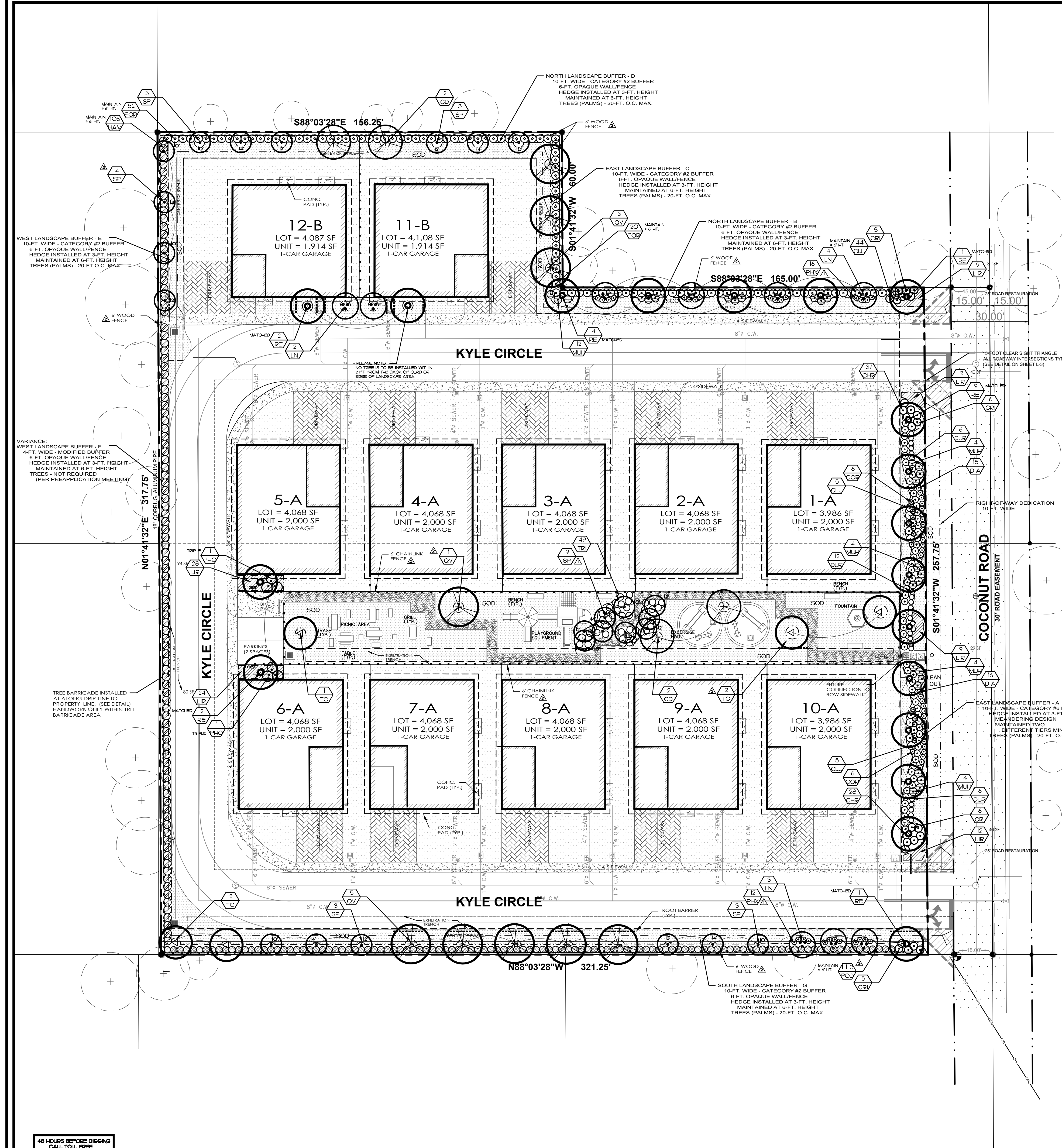
217 GAZETTA WAY, WEST PALM BEACH, FL 33413
P : 561-644-3784 F : 561-296-7866 N_GOUBRAN@MSN.COM
LICENSE NUMBER AR-0097801

ARCHITECT

DATE	1/14/2020
SCALE:	1/32"=1'-0"
RENDERING	

SHEET
A-600

48 HOURS BEFORE DIGGING
CALL TOLL FREE
8-1-1
SUNSHINE.COM
NOTIFICATION CENTER



Landscape Requirements

	REQUIRED/ PERMITTED	PROVIDED
SITE AREA	88,312 SF (2.0 AC)	
ROW DEDICATION (10-FT. WIDE)	2,578 SF	
NET DEVELOPMENT AREA	85,734 SF (2.0 AC)	
OPEN SPACE	36,961 SF (40%)	
RESIDENTIAL LOTS		
1 TREE / 1,500 SF	36 TREES	36 TREES
A = 4,000 SF / 1,500 = 3 TREES / LOT = 30		
B = 4,100 SF / 1,500 = 3 TREES / LOT = 6		
VEHICLE USE AREA - PARKING		
LANDSCAPE AREA = 20 SF / SPACE	40 SF	2 SPACES
1 TREE / TERMINAL ISLAND	2 TREES	2 TREES
LANDSCAPE BUFFERS		
CATEGORY #2 = 1 TREE / 20 LF		
1 SHRUB / 3 LF (APPROX.)		
CATEGORY #6 = 1 TREE / 20 LF		
2 SHRUBS / 3 LF (APPROX.)		
A. EAST: *	214 LF / 20 = 214 LF / 3 X 2 =	11 TREES 143 SHRUBS
B. NORTH:	155 LF / 20 = 155 LF / 3 =	8 TREES 52 SHRUBS
C. EAST:	60 LF / 20 = 60 LF / 3 =	3 TREES 20 SHRUBS
D. NORTH:	157 LF / 20 = 157 LF / 3 =	8 TREES 52 SHRUBS
E. WEST:	80 LF / 20 = 80 LF / 3 =	4 TREES 27 SHRUBS
F. WEST: **	238 LF / 3 =	79 SHRUBS
G. SOUTH:	312 LF / 20 = 312 LF / 3 =	16 TREES 104 SHRUBS
RECREATION AREA		
AREA = 5,338 SF		15 TREES

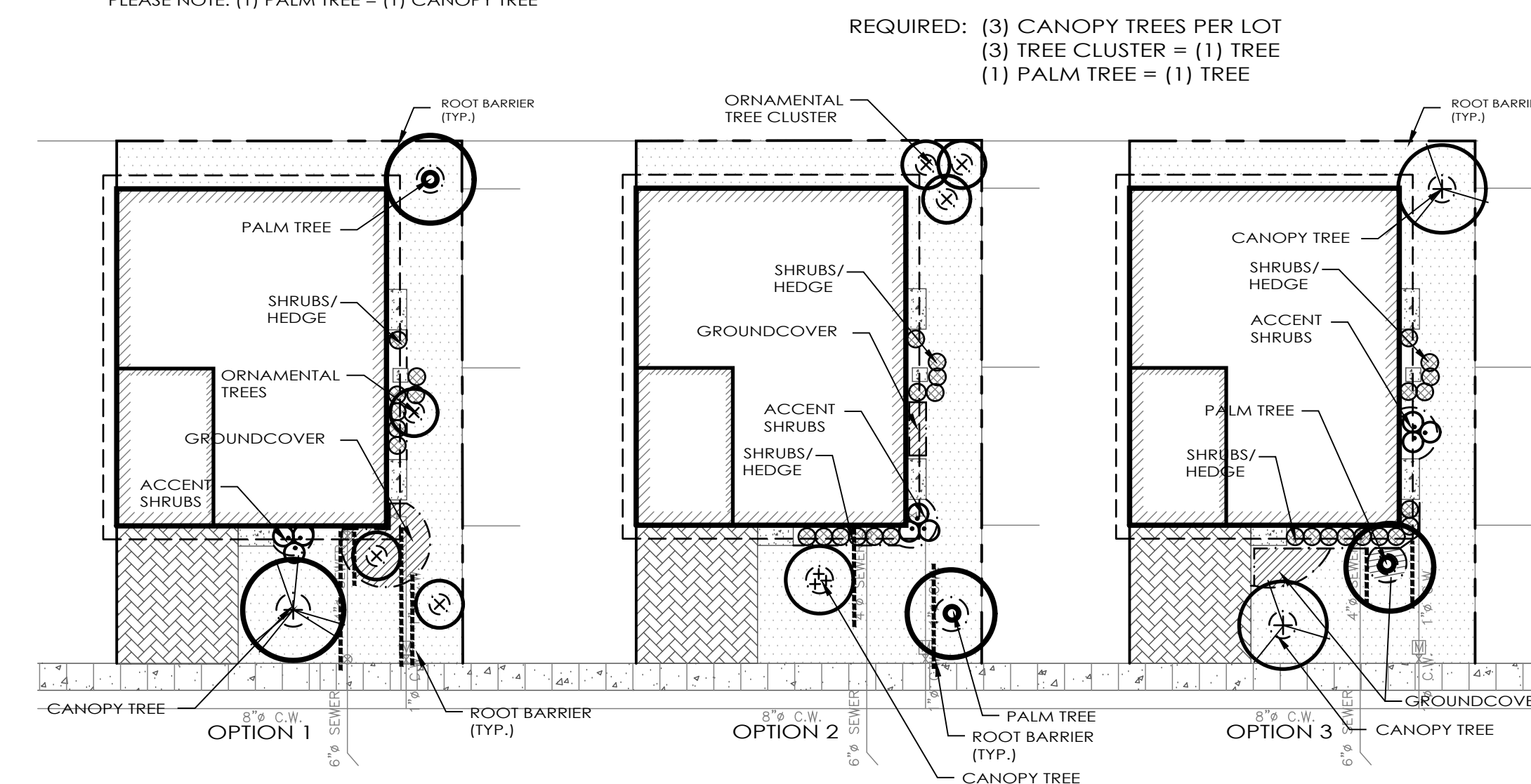
* BUFFER 'A' IS THE ONLY BUFFER THAT IS A CATEGORY #6 BUFFER.
ALL OTHERS TO BE CATEGORY #2.
** PER PREAPPLICATION MEETING, TREES ARE NOT REQUIRED DUE TO EXISTING TREES ADJACENT TO THE PROPERTY. VARIANCE MAY BE REQUIRED.

PLEASE NOTE: (1) PALM TREE = (1) CANOPY TREE

Overall

	REQUIRED/ PERMITTED	PROVIDED
CANOPY TREES/PALMS:	52 TREES	52 TREES *
OTHER CANOPY TREES:	0 TREES	19 TREES **
SHRUBS:	477 SHRUBS	477 SHRUBS
NATIVE VEGETATION (50% MIN.) *		
TOTAL VEGETATION	774 PLANTS X 0.50	774 PLANTS
TREES/PALMS = 57 OF 71 PLANTS		
SHRUBS/GC = 398 OF 703 PLANTS		

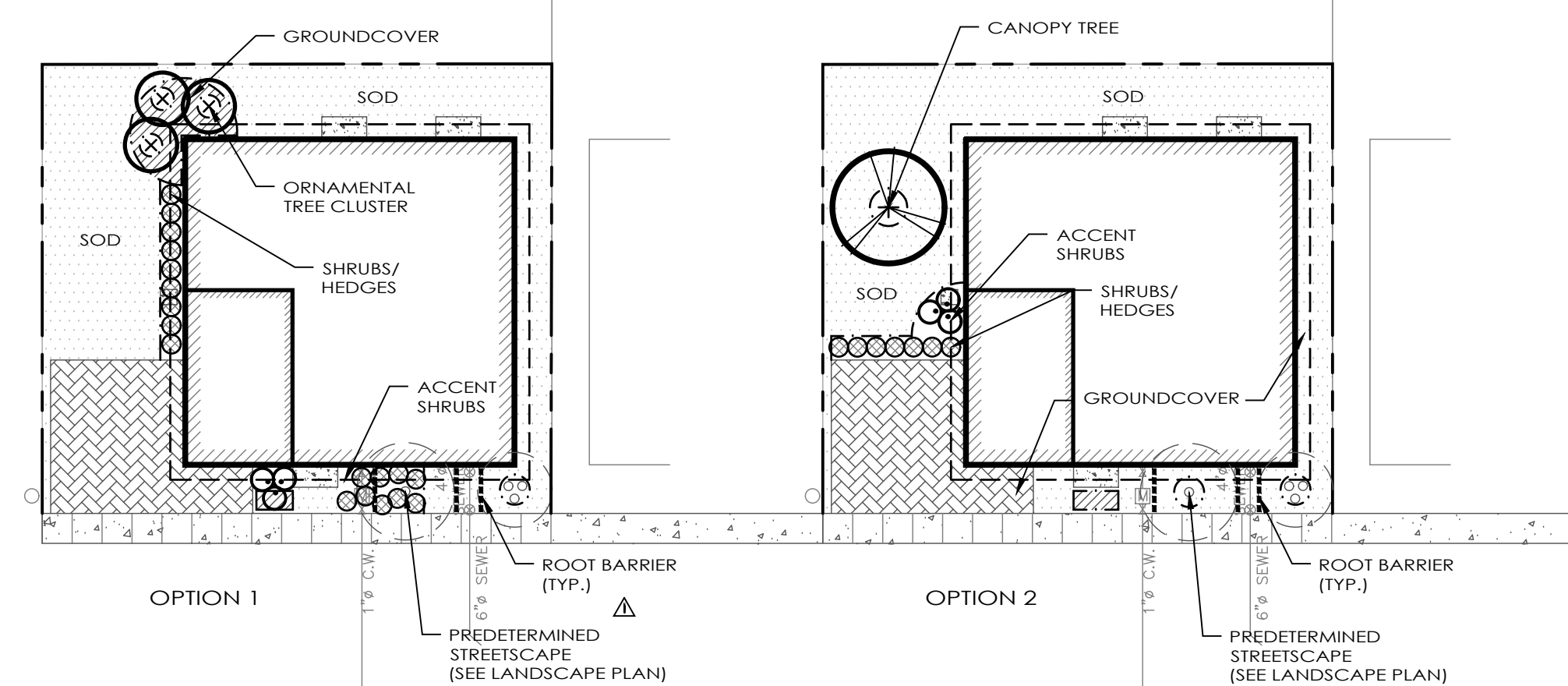
* DOES NOT INCLUDE PROTOTYPICAL LOT LANDSCAPING
** INCLUDES STREETSCAPE IN FRONT OF LOTS #1 & #2. (4 TREES)



LOT A - PROTOTYPICAL LANDSCAPING

SCALE: 1" = 20'

PLEASE NOTE:
REFER TO SHEET L-2 FOR SAMPLE LIST OF SPECIES
QUANTITIES ARE TO BE DETERMINED BY OWNER.



LOT B - PROTOTYPICAL LANDSCAPING

SCALE: 1" = 20'

Landscape Plan

Palm Springs, Florida

CRUZ PROPERTY, PUD
3673 Coconut Road
Lake Worth, Florida

DATE: 01.17.2020

REV: 08.11.2020

09.20.2020

SCALE: 1" = 20'-0"

SEAL

40

20

0

NORTH

SHEET

L-1

PATRICK D.
CUNNINGHAM, LLC

land planning
landscape architecture

519 Sapphire Drive
Sarasota, FL 34234
O: 941.351.8915
W: www.pdc-llc.biz

Plant List

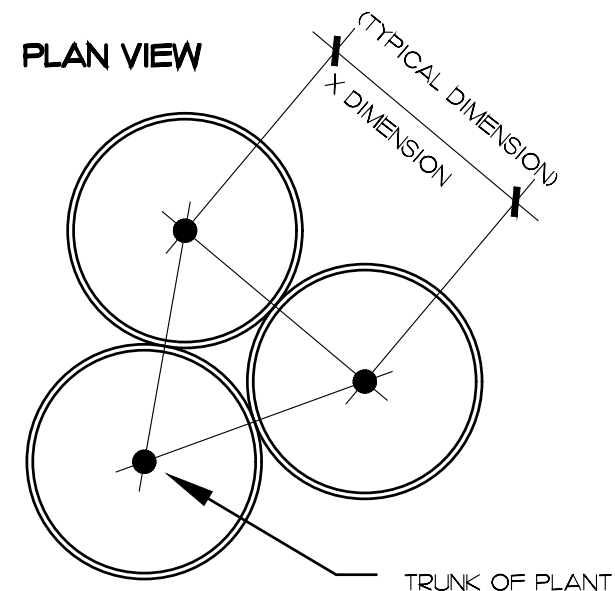
	SYM	BOTANICAL NAME/ COMMON NAME	HEIGHT/ SPREAD	SPECIFICATION	NATIVE	DROUGHT TOLERANT	TOTAL
TREES AND PALMS	CD	COCOLOBIA DIVERSIFOLIA PIGEON PLUM	12' HT. 4' SPR.	FIELD GROWN B&B 2" CAL. MIN. 5' C.T.	Y	H	4
	L N	LAGERSTROMIA INDICA 'NATCHEZ' CRAPE MYRTLE	12' HT. 4' SPR.	FIELD GROWN B&B MULTI-TRUNK; FULL HEAD	N	H	9
	QV	QUERCUS VIRGINIANA 'HIGH RISE' LIVE OAK	12' HT. 5' SPR.	FIELD GROWN B&B 2" CAL. 5' C.T. MIN.	Y	H	9
	RE	ROYSTONIA ELATA ROYAL PALM	8' G.W.	10' DBH MIN. FULL HEAD MATCHED PALMS	Y	H	19
	SP	SABAL PALMETTO SABAL PALM	10' - 14' C.T.	AS SHOWN, BOOTED STAGGERED HEIGHTS	Y	H	25
	TC	TABEBUIA CARAIBA YELLOW TABEBUIA	12' HT. 4' SPR.	FIELD GROWN B&B 2" CAL. 5' C.T. MIN.	N	H	5
SHRUBS AND GROUNDCOVERS	CHR	CHRYSOBALANUS ICAGO 'RED TIP' COCOPLUM	36' X 24'	7 GAL., 24" O.C. FULL TO BASE	Y	H	6 5
	CLU	CLUSIA GUTTIFERA OLUISIA	36' HT.	10 GAL., 36" O.C. FULL TO BASE	Y	H	5 4
	COO	CORYDINE FRUTICOSA 'RED SISTER' TI PLANT	30' HT.	3 GAL., SHADE GROWN 3-STEM MIN. FL. FANCY	N	M	1 2
	CRI	CRINUM ASIATICUM PURPLE CRINUM LILY	24" X 18"	7 GAL., AS SHOWN FULL TO BASE	N	M	2 5
	DIA	DIANELLA TASMANICA 'VARIEGATA' VARIEGATED FLAX LILY	18" X 16"	3 GAL., 18" O.C. FULL TO BASE	N	H	3 1
	DUR	DURANTA REPENS 'GOLD MOUND' GOLD MOUND	18" X 14"	3 GAL., 18" O.C. FULL TO BASE	Y	H	2 4
	FOR	FORESTIERA SEGREGATA FLORIDA PRIVET	36' X 24'	7 GAL., 36" O.C. FULL TO BASE	Y	H	7 2
	HAM	HAMELIA PATENS FIRE BUSH	36' X 24'	7 GAL., 36" O.C. FULL TO BASE	Y	H	10 6
	LIR	LIRIOPE MUSCARI LIRIOPE	1 GAL., 18" O.C. FULL TO BASE	1 GAL., 18" O.C. FULL TO BASE	N	M	9 4
	MUH	MULLENBERGIA CAPILLARIS PINK MUHLY GRASS	3 GAL., AS SHOWN FULL TO BASE	3 GAL., AS SHOWN FULL TO BASE	Y	H	2 8
	PHO	PHOENIX ROEBELENI PIYOMI DATE PALM	4' OAH	TRIPLE TRUNK FULL TO BASE	N	H	2
	PHX	PHILODENDRON 'XANADU' DWARF PHILODENDRON	18" X 18"	3 GAL., 24" O.C. FULL TO BASE	N	M	2 6
	POO	PODOCARPUS MACROPHYLLUS PODOCARPUS	36' X 24'	7 GAL., 24" O.C. FULL TO BASE	N	H	11 3
	TRI	TRIPSAQUUM DACTYLOIDES FAKAHATOEE GRASS	18" X 18"	3 GAL., 36" O.C. FULL TO BASE	Y	H	4 9
	BAH	PASPALLUM NOTATUM 'FLUGE' ARGENTINE BAHIA SOO		DISEASE FREE, LAID TIGHTLY, EVEN UNIFORM	N	M	T.B.D.
	SOO	STENOTAPHRUM SECUNDATUM ST. AUGUSTINE FLORTAM GRASS		DISEASE FREE, LAID TIGHTLY, EVEN UNIFORM	N	M	T.B.D.

Prototypical Lot Plant List (IN ADDITION TO SPECIES OUTLINED ABOVE)

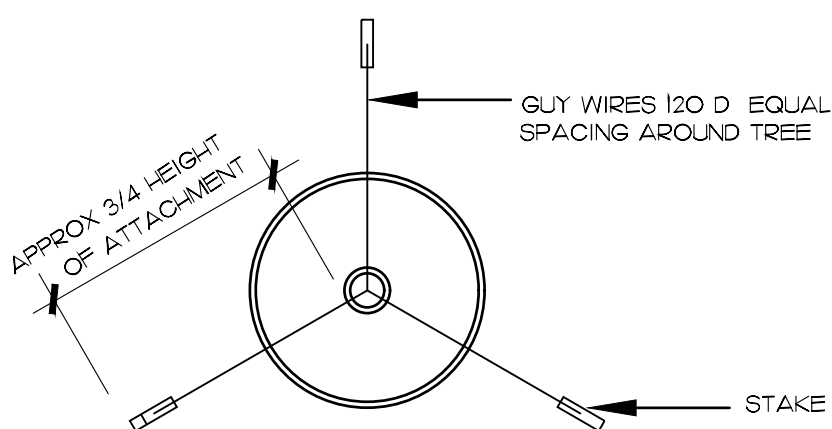
	SYM	BOTANICAL NAME/	COMMON NAME		SYM	BOTANICAL NAME/	COMMON NAME
CANOPY TREES	AR	ACER RUBRUM	RED MAPLE	ACCENT SHRUBS	ALP	ALPINIA ZERUMBERT 'VARIEGATA'	VARIEGATED SHELL GINGER
	B L	BAUHINIA BLAKEANA	HONG KONG ORCHID		BOU	BOUGAINVILLEA SPP.	BOUGAINVILLEA
	I C	ILEX CASSINE	DAHOON HOLLY		COO	CODIAEUM VARIEGATUM	CROTON
	UA	ULMUS ALATA	WINGED ELM		DIE	DIEHOUTIA VIRENS	AFRICAN IRIS
CRNA TREES	JAT	JATROPHA INTEGRIFOLIA 'COMPACTA'	BIRD OF PARADISE	STR	STREPTANTHUS REGINAE	PURPLE GLORY TREE	
	TIB	TIBOUCHINA GLABRA	COONIE	ZAM	ZAMIA FULVULA		
	CON	CONOCARPUS ERECTUS SERICEUS	SILVER BUTTWOOD	ILE	ILEX VOMITORIA 'NANA'	CAST IRON PLANT	
	IXO	IXORA COCCINEA 'NORA GRANT'	NORA GRANT IXORA	PEN	PENSETUM SETACEUM RUBRUM	PURPLE FOUNTAIN GRASS	
PALMS	PIT	PITOSPORUM TOSBRIA	JAPANESE PITTOSPORUM	RHA	RHAPHIOLEPIS INDICA	INDIAN HAWTHORN	
	SCH	SCHOPFLEIA ABORICOLA 'TRINETTE'	VARIEGATED ARBICOLA	VIB	VIBURNUM OBOVATUM	WALTER'S VIBURNUM	
	ARA	ARACHIS GLABRATA	PERENNIAL PEANUT	ASP	ASPIDISTRA ELATIOR	CAST IRON PLANT	
	CAL	CALADIUM X HORTULANUM	NATAL PLUM	CAR	CARISSA MACROCARPA	BLUE RUG JUNIPER	
	FIC	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FIG	JUN	JUNIPERUS HORIZONTALIS 'WILTON'	WILTON'S JUNIPER	
	LAN	LANTANA DEPRESSA	DWARF LANTANA	TRA	TRACHYLOPERMUM ASIATICUM	SMALL-LEAF DWARF JASMINE	

General Notes

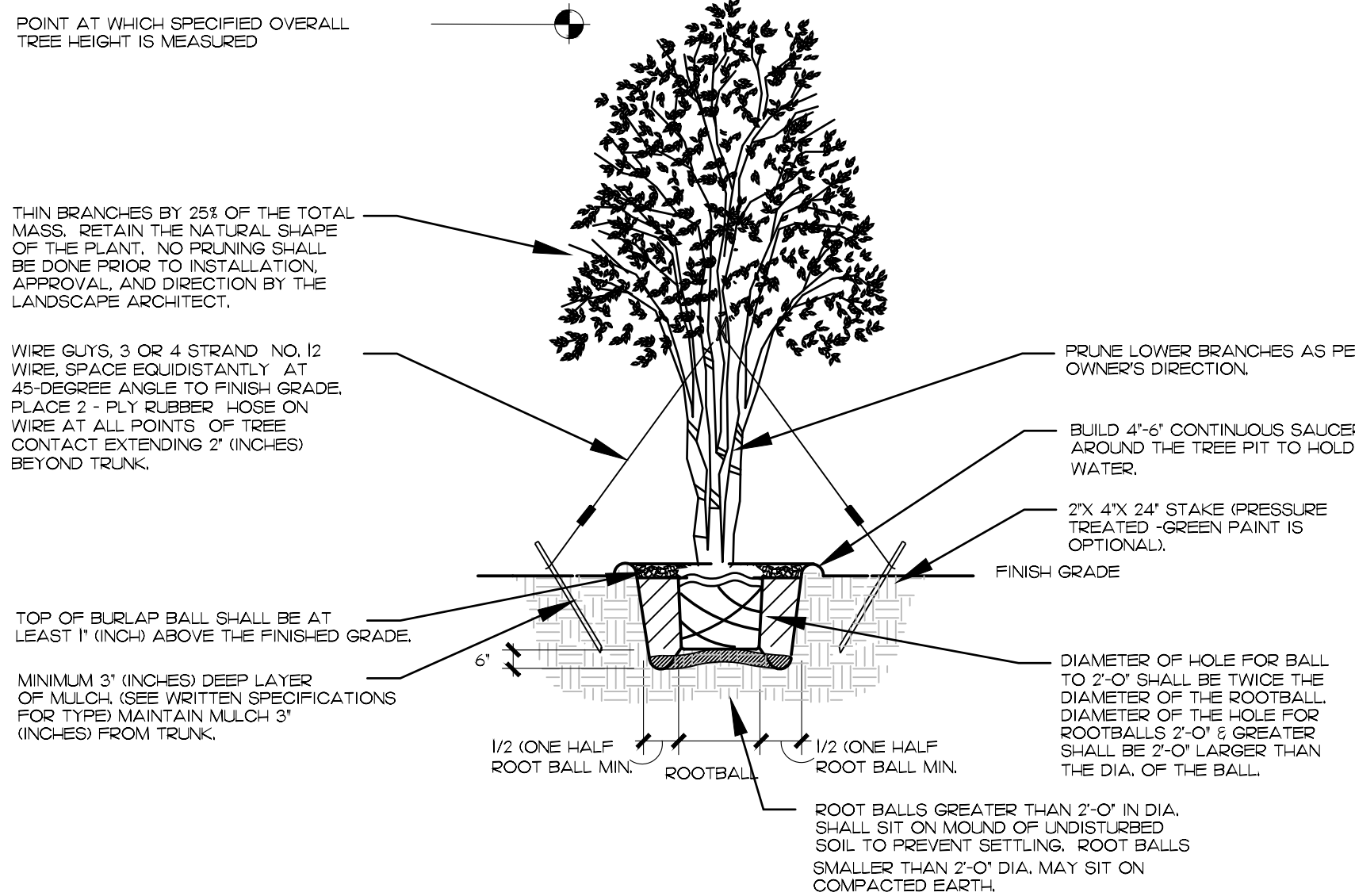
- PLANT AND LANDSCAPE MATERIALS SHALL CONFORM TO THE STANDARDS FOR FLORIDA NO. 1, AS GIVEN IN THE GRADES AND STANDARDS FOR NURSERY PLANTS, PARTS I & II, AS PREPARED BY FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES.
- ALL UTILITIES THAT ARE KNOWN TO THE LANDSCAPE ARCHITECT ARE LOCATED ON THE PLAN FOR EXISTING OR PROPOSED UTILITIES. A. NO TREE SHALL BE PLANTED WHERE IT COULD CONFLICT WITH OVERHEAD POWER LINES AT MATURE HEIGHT. B. FIVE (5) FEET OF ANY EXISTING OR PROPOSED UTILITY POLE GUY WIRE OR PAD MOUNTED TRANSFORMER. C. LARGE TREE HEIGHT AT MATURE HEIGHT SHALL BE PLANTED NO CLOSER THAN A HORIZONTAL DISTANCE OF 30 FEET FROM THE NEAREST OVERHEAD POWERLINE. D. MEDIUM HEIGHT TREE HEIGHT AT MATURE HEIGHT BETWEEN 20 AND 30 FEET SHALL BE OFFSET AT LEAST TWENTY (20) FEET. E. SMALL TREE HEIGHT AT MATURE HEIGHT LESS THAN 20 FEET REQUIRE NO OFFSET. F. PALMS SHOULD BE PLANTED AT A DISTANCE EQUAL TO OR GREATER THAN THE AVERAGE FROND LENGTH PLUS 2 FEET FROM POWER LINES.
- THE CONTRACTOR SHALL ENSURE THAT ALL PLANTING ISLANDS AND OTHER AREAS SHALL BE CLEAN OF TRASH, CONSTRUCTION DEBRIS, OR OTHER WASTE MATERIALS TO A DEPTH OF 24 INCHES PRIOR TO LANDSCAPE INSTALLATION.
- IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE THAT ALL PLANT BED AREAS HAVE PROPER DRAINAGE FOR OPTIMAL GROWTH OF LANDSCAPE MATERIAL BEFORE INSTALLATION BEGINS. EXISTING DRAINAGE PATTERN SHALL NOT BE ALTERED OR EFFECTED BY NEW LANDSCAPING.
- PLANT ALL TREES AND PALMS (2 INCH + 4 INCH ABOVE FINISHED GRADE) TREES INSTALLED OR BURIED TOO DEEP SHALL BE RESET TO THIS STANDARD. REMOVE THE TOP ONE-THIRD (1/3) OF THE WIRE BACKETS ON ALL B & B MATERIAL.
- ALL HEDGES AND GROUNDCOVERS TO BE PLANTED LEAVING SPACE BETWEEN PLANTS AND BUILDINGS, WALLS AND FENCES.
- ALL PLANT BEDS AND TREE RINGS SHALL BE TREATED WITH PRE-EMERGENT HERBICIDE AND THEN TOP-DRESSED WITH 3-INCH DEEP LAYER OF COMMERICAL GRADE NON-CYTOSSIN. THE CONTRACTOR SHALL INSTALL WOVEN WEED BARRIER FABRIC IN ALL SHRUB/GROUNDCOVER BEDS.
- HAND DIGGING HOLES FOR INSTALLING PROPOSED TREES IN CLOSE PROXIMITY TO UTILITIES IS REQUIRED TO AVOID CONFLICTS.
- ALL EXOTIC VEGETATION TO BE REMOVED FROM THE SITE PRIOR TO THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.
- NEW SOO SHALL BE ST. AUGUSTINE FLORTAM AND ARGENTINE BAHIA AS SHOWN ON THE PLAN. THE QUANTITY SHOWN ON THE PLANT LIST IS AN ESTIMATE AND CONTRACTOR SHALL DETERMINE EXACT QUANTITIES IN THE FIELD. SOO AREAS TO BE MAINTAINED BY THE CONTRACTOR FROM THE TIME OF INSTALLATION TO THE TIME OF FINAL ACCEPTANCE.
- EXISTING AND PROPOSED LANDSCAPING IS TO BE MAINTAINED PER JURISDICTIONS CLEAR SIGHT TRIANGLE REGULATIONS.
- THE LANDSCAPE ARCHITECT MAY INSPECT TREES AND SHRUBS WHETHER AT PLACE OF GROWTH OR AT SITE BEFORE PLANTING. INSPECTION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS FOR GENUS, SPECIES, VARIETY, SIZE AND QUALITY. LANDSCAPE ARCHITECT RETAINS RIGHT TO FURTHER INSPECT TREES AND SHRUBS FOR SIZE AND CONDITION OF BALLS AND ROOT SYSTEMS, INSECTS, INJURIES AND LATENT DEFECTS, AND TO REJECT UNSATISFACTORY OR DEFECTIVE MATERIAL AT ANY TIME DURING PROGRESS OF WORK. REMOVE REJECTED TREES OR SHRUBS IMMEDIATELY FROM PROJECT SITE.
- ALL OF THE MINIMUMS FOR EACH PLANT SPECIFIED WITHIN THE PLANT LIST ARE REQUIRED TO BE MET TO INCLUDE SIZE AND OTHER SPECIFICATIONS. IF ANY OF THE MINIMUMS ARE NOT MET, INSTALLED MATERIAL MAY OR MAY NOT BE REJECTED ON A CASE BY CASE BASIS BY THE LANDSCAPE ARCHITECT, OWNER, OR JURISDICTION.
- NO SUBSTITUTIONS WILL BE ACCEPTABLE. IF SPECIFIED LANDSCAPE MATERIAL IS NOT OBTAINABLE, SUBMIT PROOF OF NON-AVAILABILITY TO LANDSCAPE ARCHITECT, OWNER AND SUPPLY ALL PROPOSED PLANT MATERIAL WITH 100% IRRIGATION (AUTOMATIC) COVERAGE (WITH SOO OVERLAP MINIMUM) WITHIN TEN DAYS OF INITIAL INSTALLATION.
- CONTRACTOR TO INSTALL THE IRRIGATION SYSTEM PER THE JURISDICTIONS REGULATIONS TO CONFORM TO THE LANDSCAPE DESIGN.
- ALL ABOVE UTILITIES TO BE SCREENED FROM PUBLIC VIEW WITH LANDSCAPING IF DETERMINED NECESSARY. (20' HT. MAX.)



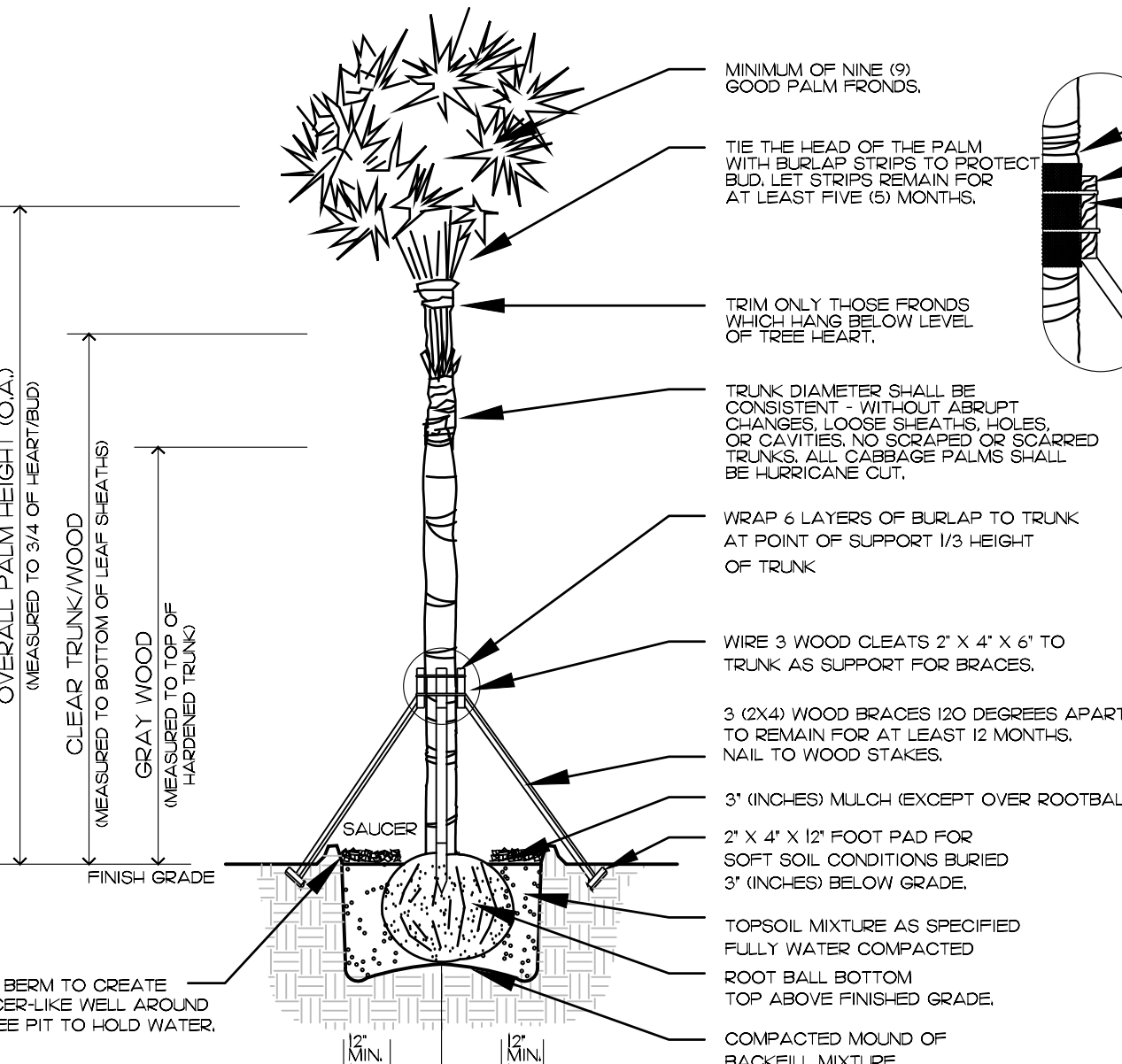
TYPICAL PLANT SPACING DETAIL
NOT TO SCALE



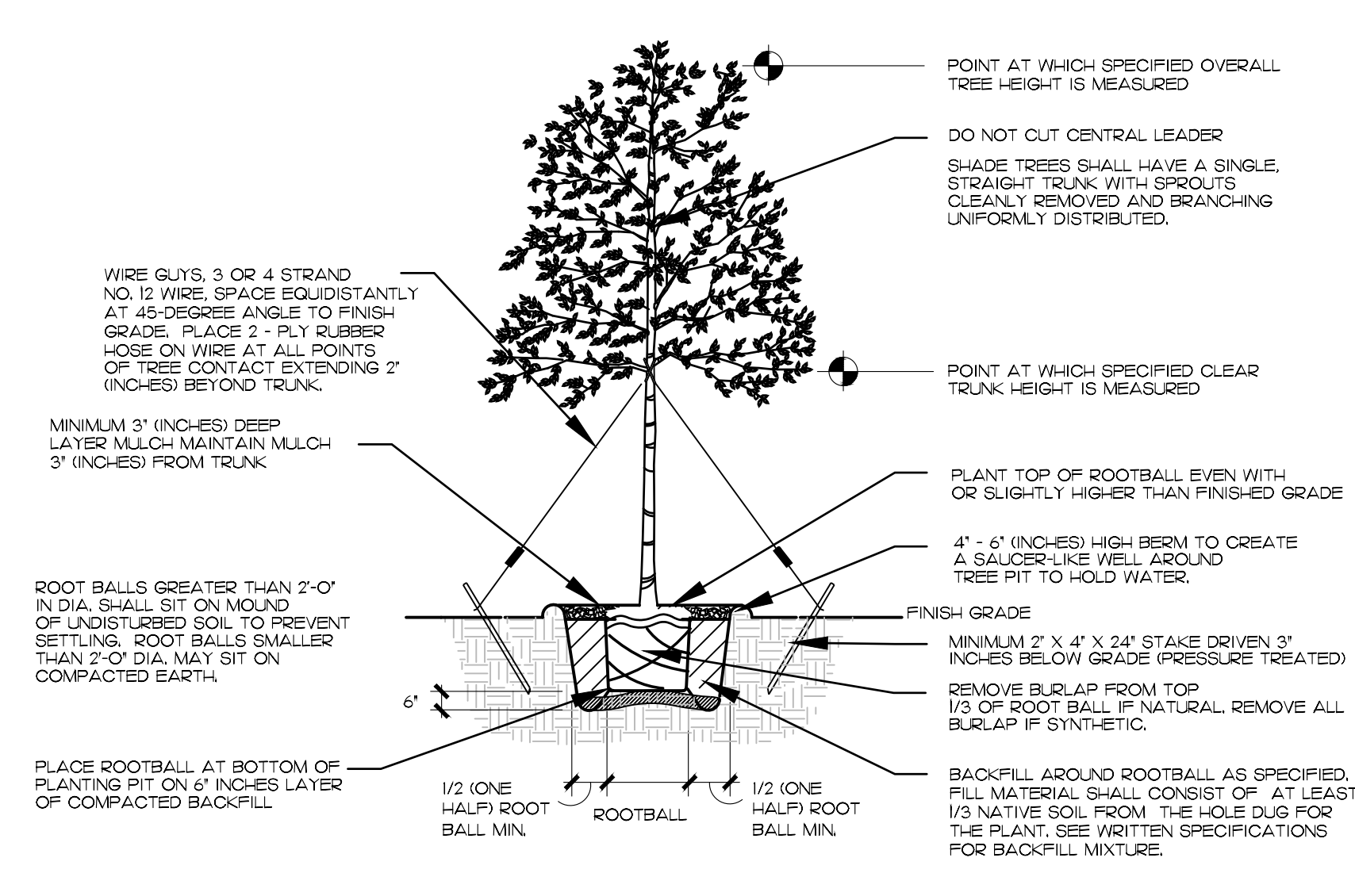
(UNDER 16'-0" HT.)
TYPICAL TREE GUYING DETAIL
NOT TO SCALE



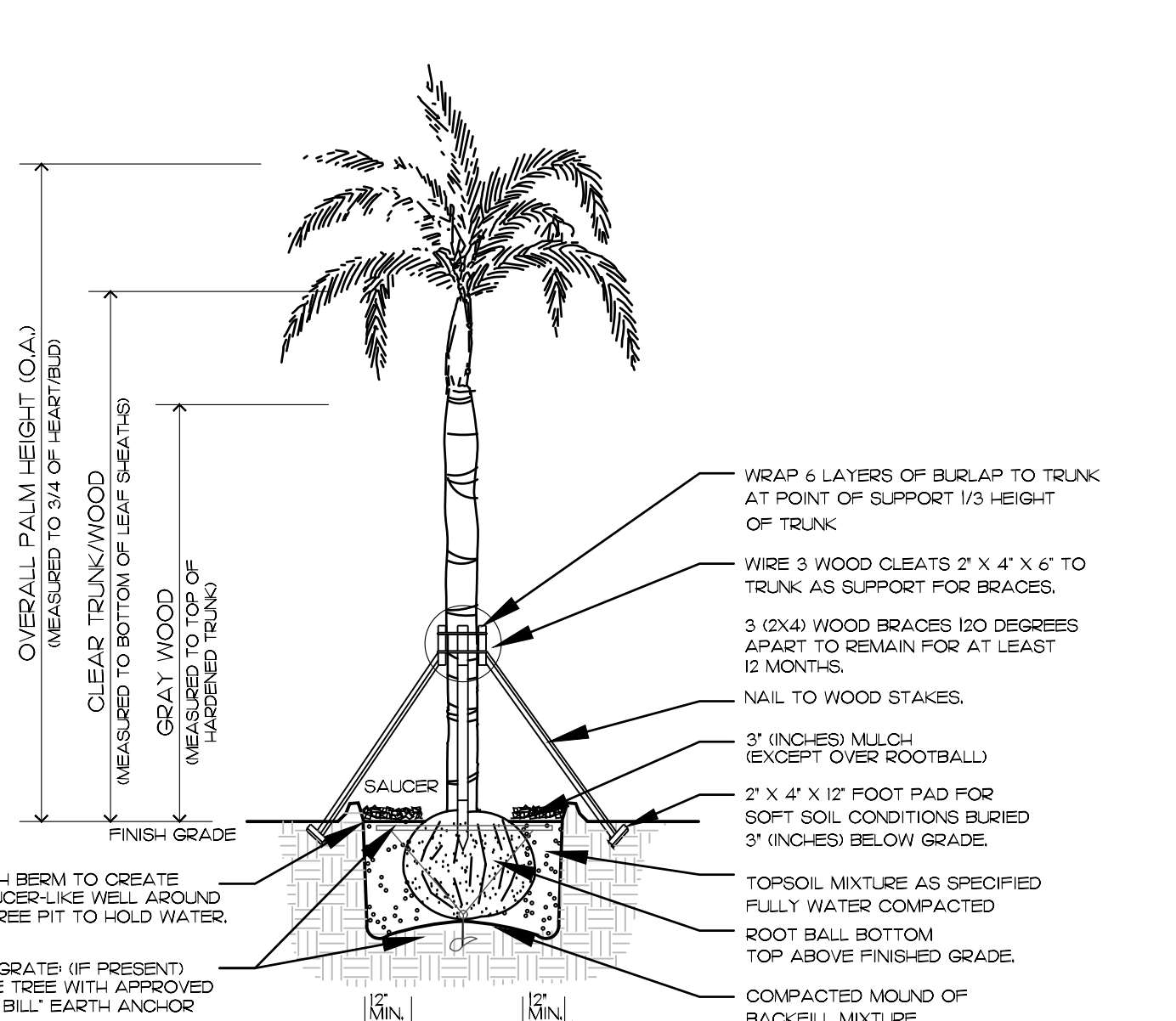
TYPICAL IRRIGULAR/MULTI-TRUNK TREE PLANTING DETAIL
NOT TO SCALE



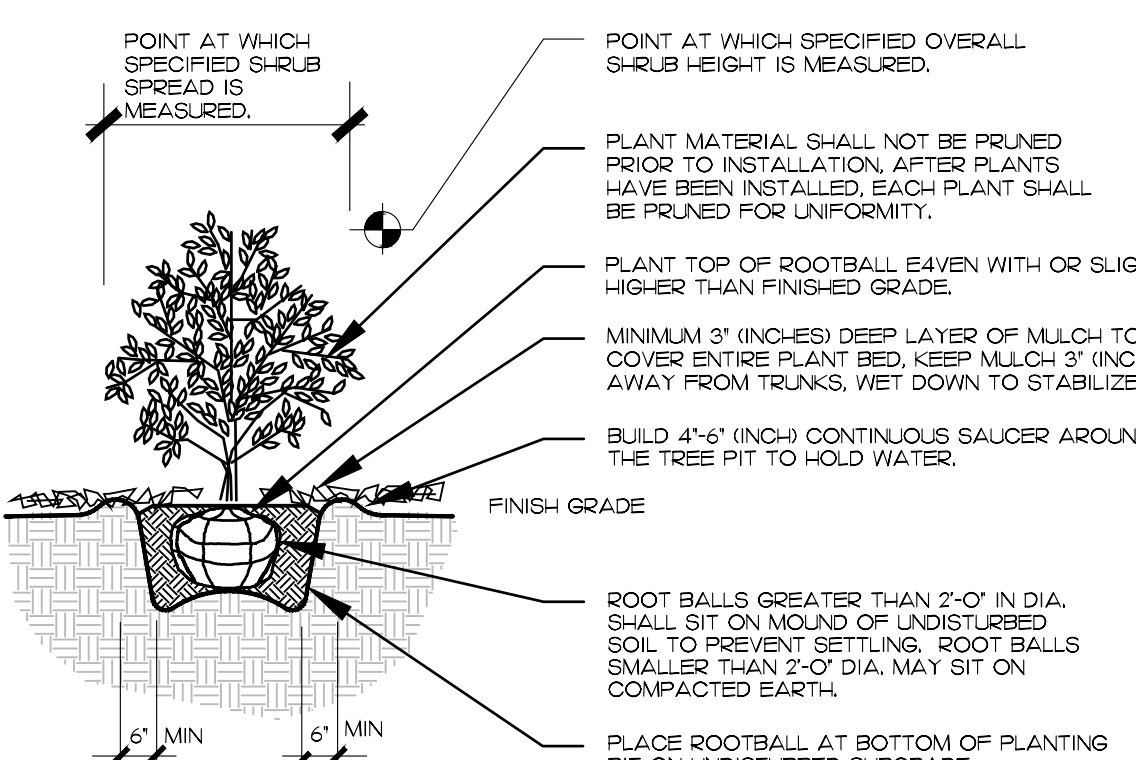
TYPICAL PALM PLANTING DETAIL
NOT TO SCALE



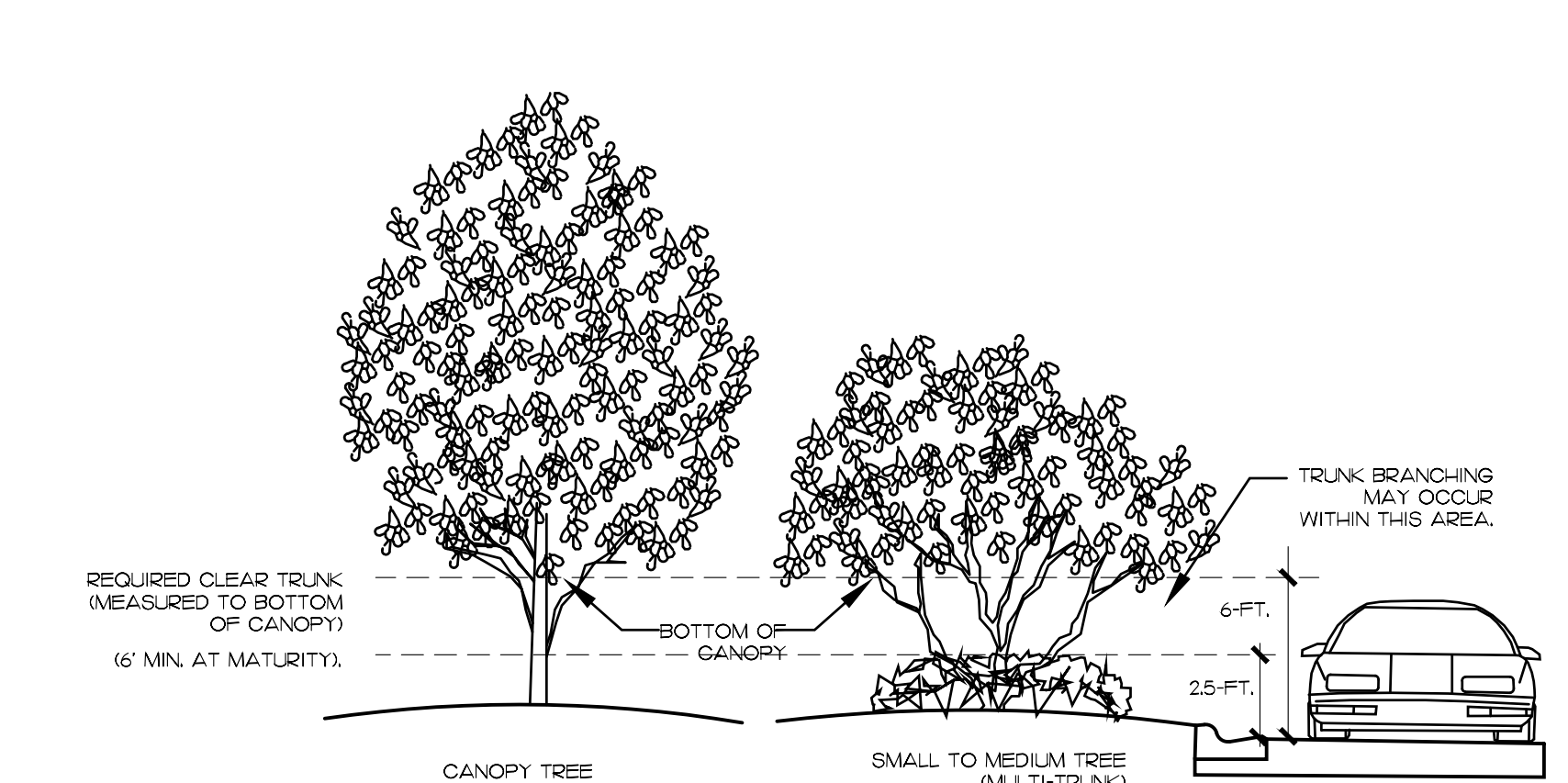
TYPICAL TREE PLANTING DETAIL
NOT TO SCALE



TYPICAL PALM PLANTING DETAIL
NOT TO SCALE



TYPICAL SHRUB/ GROUNDCOVER PLANTING DETAIL
NOT TO SCALE

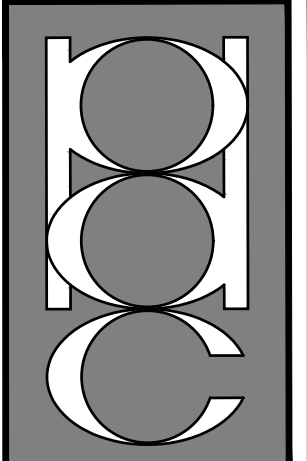


CLEAR TRUNK WITHIN SIGHT TRIANGLE DETAIL
NOT TO SCALE

Landscape Details

Palm Springs, Florida

48 HOURS BEFORE DIGGING
CALL TOLL FREE
8-1-1
SUNSHINE/ROOM
NOTIFICATION CENTER

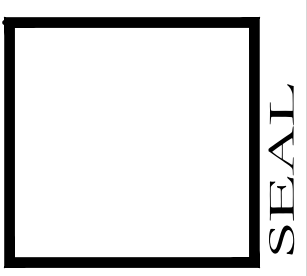


PATRICK D.
CUNNINGHAM, LLC
land planning
landscape architecture

519 Sapphire Drive
Sarasota, FL 34243
O: 941.351.8915
W: www.pdc-llc.biz

CRUZ PROPERTY, PUD
3673 Coconut Road
Lake Worth, Florida

DATE: 01.17.2020
REV: 08.11.2020
09.20.2020



L-2

Lumen Airborne Temperature (LAT) Multipliers			Projected LED Luminaire Maintenance		
Use the factors in the following table to determine the appropriate LAT multiplier for your application. The multiplier is then multiplied by the luminaire's rated output to determine the required luminaire output.			Data were used to model required and maintenance projections for the Axiom LED platform. The Axiom LED platform is a 100W luminaire with a 100,000-hour life expectancy. The Axiom LED platform is a 100W luminaire with a 100,000-hour life expectancy. The Axiom LED platform is a 100W luminaire with a 100,000-hour life expectancy.		
Ambient Temperature	LAT Multiplier		Projected LED Luminaire Maintenance		
55°	1.00	1.00	100,000	100,000	100,000
60°	1.00	1.00	100,000	100,000	100,000
65°	1.00	1.00	100,000	100,000	100,000
70°	1.00	1.00	100,000	100,000	100,000
75°	1.00	1.00	100,000	100,000	100,000
80°	1.00	1.00	100,000	100,000	100,000
85°	1.00	1.00	100,000	100,000	100,000
90°	1.00	1.00	100,000	100,000	100,000
95°	1.00	1.00	100,000	100,000	100,000
100°	1.00	1.00	100,000	100,000	100,000
105°	1.00	1.00	100,000	100,000	100,000
110°	1.00	1.00	100,000	100,000	100,000
115°	1.00	1.00	100,000	100,000	100,000
120°	1.00	1.00	100,000	100,000	100,000
125°	1.00	1.00	100,000	100,000	100,000
130°	1.00	1.00	100,000	100,000	100,000
135°	1.00	1.00	100,000	100,000	100,000
140°	1.00	1.00	100,000	100,000	100,000
145°	1.00	1.00	100,000	100,000	100,000
150°	1.00	1.00	100,000	100,000	100,000
155°	1.00	1.00	100,000	100,000	100,000
160°	1.00	1.00	100,000	100,000	100,000
165°	1.00	1.00	100,000	100,000	100,000
170°	1.00	1.00	100,000	100,000	100,000
175°	1.00	1.00	100,000	100,000	100,000
180°	1.00	1.00	100,000	100,000	100,000
185°	1.00	1.00	100,000	100,000	100,000
190°	1.00	1.00	100,000	100,000	100,000
195°	1.00	1.00	100,000	100,000	100,000
200°	1.00	1.00	100,000	100,000	100,000
205°	1.00	1.00	100,000	100,000	100,000
210°	1.00	1.00	100,000	100,000	100,000
215°	1.00	1.00	100,000	100,000	100,000
220°	1.00	1.00	100,000	100,000	100,000
225°	1.00	1.00	100,000	100,000	100,000
230°	1.00	1.00	100,000	100,000	100,000
235°	1.00	1.00	100,000	100,000	100,000
240°	1.00	1.00	100,000	100,000	100,000
245°	1.00	1.00	100,000	100,000	100,000
250°	1.00	1.00	100,000	100,000	100,000
255°	1.00	1.00	100,000	100,000	100,000
260°	1.00	1.00	100,000	100,000	100,000
265°	1.00	1.00	100,000	100,000	100,000
270°	1.00	1.00	100,000	100,000	100,000
275°	1.00	1.00	100,000	100,000	100,000
280°	1.00	1.00	100,000	100,000	100,000
285°	1.00	1.00	100,000	100,000	100,000
290°	1.00	1.00	100,000	100,000	100,000
295°	1.00	1.00	100,000	100,000	100,000
300°	1.00	1.00	100,000	100,000	100,000

Laboratory	LSE Rate	Fueltype	Wt/Rate		Capacity (M)					
					198	199	200	201	202	203
F1	500	42.8	21.4	Input Current	0.22	0.11	0.10	0.11	0.08	0.06
				Service Ratio	2.6	2.6	2.6	2.6	2.6	2.6
F2	770	44	11.1	Input Current	0.19	0.19	0.19	0.18	0.17	0.11
				Service Ratio	2.6	2.6	2.6	2.6	2.6	2.6
F3	1030	41.2	43.5	Input Current	0.18	0.18	0.18	0.17	0.16	0.14
				Service Ratio	2.6	2.6	2.6	2.6	2.6	2.6
F4	800	47.3	7.6	Input Current	0.19	0.19	0.19	0.18	0.17	0.14
				Service Ratio	2.6	2.6	2.6	2.6	2.6	2.6
F5	1210	48.2	19.2	Input Current	0.1	0.09	0.05	0.04	0.03	0.21
				Service Ratio	2.6	2.6	2.6	2.6	2.6	2.6

Orientation Diagrams [View sample placement papers or download them for this product, click Software Listings](#) [1471/1537 Holograms](#)

The diagram illustrates the orientation of RAC1 and RAC2 models in two configurations: Standard Optic and Rotated 90°.

Standard Optic

- RAC1 110°/90°**: Shows a blue circle with a white crosshair. The top-right arm of the crosshair is labeled "Polar axis (SHD)".
- RAC2 110° Standard**: Shows a blue circle with a white vertical arrow pointing upwards.
- RAC2 110°/90°**: Shows a blue circle with a white vertical arrow pointing upwards.
- RAC2 110°/45°**: Shows a blue circle with a white vertical arrow pointing upwards. The top-right arm of the crosshair is labeled "Polar axis (SHD)".

Rotated 90°

- RAC1 110°/90°**: Shows a blue circle with a white crosshair. The top-right arm of the crosshair is labeled "Polar axis (SHD)".
- RAC2 110°/90°**: Shows a blue circle with a white horizontal arrow pointing to the right.
- RAC2 110°/45°**: Shows a blue circle with a white horizontal arrow pointing to the right.

FEATURES & SPECIFICATIONS	
INTENDED USE This unit is for use in large commercial, industrial and outdoor environments. CONSTRUCTION The unit is made of galvalume galvanized steel with a powder coat finish. The unit is made of galvalume galvanized steel with a powder coat finish. The unit is made of galvalume galvanized steel with a powder coat finish. OPERATION The unit is controlled by a remote control. The unit is controlled by a remote control. The unit is controlled by a remote control. OPTIONS The unit is available in a variety of colors. The unit is available in a variety of colors. The unit is available in a variety of colors. ELECTRICAL The unit is rated for 120V AC, 15A, 60Hz. The unit is rated for 120V AC, 15A, 60Hz. The unit is rated for 120V AC, 15A, 60Hz.	INSTALLATION The unit is installed on a wall. The unit is installed on a wall. The unit is installed on a wall. MAINTENANCE The unit is easy to maintain. The unit is easy to maintain. The unit is easy to maintain. WARRANTY The unit is covered by a 5-year warranty. The unit is covered by a 5-year warranty. The unit is covered by a 5-year warranty.

[illegible]

Projected LED Lumen Maintenance

Diagrammed data are actual performance projections for the system tested at 25°C. Actual results may vary. LED lumen maintenance over 50,000 hours is projected per IESNA TM-21-18.

For example, if the Lumen Maintenance factor that corresponds to the desired number of operating hours below, for other maintenance cycles, contact factory.

Desired Hours	Lumen Maintenance Factor
25,000	0.70
50,000	0.50
100,000	0.35

[illegible][illegible]

3 ELECTRICAL POWER RISER DIAGRAM

E-1 120/240 VOLT SINGLE PHASE

SCALE: NONE

PLAN AND RISER NOTES:

- ① NEW 1" C-3/6 UNDERGROUND SERVICE FROM UTILITY COMPANY PAD TRANSFORMER.
- ② NEW METER, COORDINATE SERVICE WITH LAKE WORTH UTILITIES.
- ③ NEW PANELS: SEE PANEL SCHEDULE FOR ADDITIONAL INFORMATION. VERIFY EXACT LOCATION PRIOR TO ROUGH-IN.
- ④ 3/4" C-2#10/#10G.
- ⑤ NEW TIME CLOCK "C-1" EQUAL TO INTERMATIC ETB25C/CR. TIMECLOCK SHALL HAVE PHOTOCELL CONTROL TO PREVENT OPERATION DURING DAYLIGHT HOURS. VERIFY EXACT LOCATION PRIOR TO ROUGH-IN.
- ⑥ 3/4" C-2#10/#10G.
- ⑦ 3/4" C-2#10/#10G TO NEXT FIXTURE.
- ⑧ POLE MOUNTED LIGHTING FIXTURE. SEE DETAIL 2/E-1.
- ⑨ APPROXIMATE LOCATION OF ELECTRICAL PANEL AND SERVICE. VERIFY EXACT LOCATION PRIOR TO ROUGH-IN.
- ⑩ #8G. PROVIDE (2) 5/8" X 8' GROUND RODS 6' APART. BOND TO ALL METAL COMPONENTS.
- ⑪ 3/4" C-2#10/#10G TO SIGN. VERIFY EXACT LOCATION PRIOR TO ROUGH-IN.
- ⑫ ALL ELECTRICAL WORK SHALL COMPLY WITH THE CURRENT APPLICABLE EDITION OF THE NATIONAL ELECTRICAL CODE (NEC), THE NATIONAL FIRE CODES (NFPA), THE AMERICANS WITH DISABILITIES ACT (ADA), THE FLORIDA BUILDING CODE (FBC) AND ALL OTHER LOCAL CODES AND AMENDMENTS.

2
E-1

LIGHTING FIXTURE
WITH TENON SIDE-ARM MOUNT

BOND GROUND CONDUCTOR
TO FIXTURE HOUSING

21' OR 20' SQUARE, TAPERED
PRECAST, REINFORCED,
CONCRETE POLE WITH INTERIOR
RACEWAY - POLE SHALL BE
DESIGNED AND ANCHORED TO
WITHSTAND 170 MPH WIND
LOADS PER CHAPTER 1609.4 OF
THE 2017 FLORIDA BUILDING
CODE.

#4 AWG CU. (SOLID)
GROUND CONDUCTOR
EMBEDDED IN POLE

6'x6'x3" WP. PVC J-BOX.
PROVIDE IN-LINE FUSE PER
MFR'S. SPECS.

GRADE

BOND GROUND
CONDUCTOR TO
GROUND ROD

5/8" ϕ X 10'-0"
DRIVEN GROUND
ROD

BACK-FILL EXCAVATION WITH
CLEAN FILL - HAND TAMP

BRANCH CIRCUIT
CONDUIT (TYP.)

20'-0"
15'-0"

7'-0"
5'-0"

1'-6"

**POLE MOUNTED
LIGHTING FIXTURE DETAIL**

NOTE:
MANUFACTURER SHALL PROVIDE WIND LOAD CALCULATIONS FOR POLE SIGNED AND
SEALED BY FLORIDA LICENSED ENGINEER.

SCALE: NONE

1,914 SF SINGLE FAMILY

1,914 SF SINGLE FAMILY

1 CAR GARAGE

2,000 SF SINGLE FAMILY

2,000 SF SINGLE FAMILY

2,000 SF SINGLE FAMILY

2,000 SF SINGLE FAMILY

2,000 SF SINGLE FAMILY

1 CAR GARAGE

1 CAR GARAGE

1 CAR GARAGE

1 CAR GARAGE

1 CAR GARAGE

WALKWAY AND ACCESSORY PATH

GUEST PARKING

PICKUP/DROPOFF AREA

KYLE CIR

KYLE CIR

COCONUT RD.

TRACT 2, BLOCK 4

TRACT 3, BLOCK 4

REMAINDER OF TRACT 22, BLOCK 4 (NOT INCLUDED)

REMAINDER OF TRACT 23, BLOCK 4 (NOT INCLUDED)

1 SITE LIGHTING PLAN

SCALE: 1" = 30'-0"

100%

ELECTRICAL LOAD CALCULATIONS:		CALCULATION SUMMARY:							
LIGHTING	PANEL 'S'	UNITS	SPACING	AVE	MAX	MIN	AVE/MIN	MAX/MIN	
RECEPTACLES	0.5 KM								
FOUNTAIN EQUIPMENT	0.3 KM								
MISC. EQUIPMENT	2.0 KM								
	0.0 KM								
TOTAL KM	2.8 KM								
TOTAL AMPS @ 120/240 VOLT 1Ø	12 AMPS								
RATING @ 120/240 VOLT 1Ø	60 AMPS								

AREA NAME	UNITS	SPACING	AVE	MAX	MIN	AVE/MIN	MAX/MIN
STREET	FC	5.0 ft	1.06	2.0	0.5	2.12	4.00
COMMON AREAS	FC	5.0 ft	1.01	1.7	0.5	2.02	3.40

[illegible]

**RONALD L.
LEVINSON, P.E.**
530 S. Federal Hwy.
Suite No. 4
Lake Worth Beach
Florida 33460-4681
Ph: (561)379-5835
Fax: (561)582-3700
LevinsonPE@gmail.com

PROJECT:

CRUZ
PROPERTY
PUD

SITE
LIGHTING

**3673 Coconut
Road
Palm Springs
Florida 33461**

Date: 1-28-2020

Drawn By: RLL

Checked By: RLL

Project No.: 200102

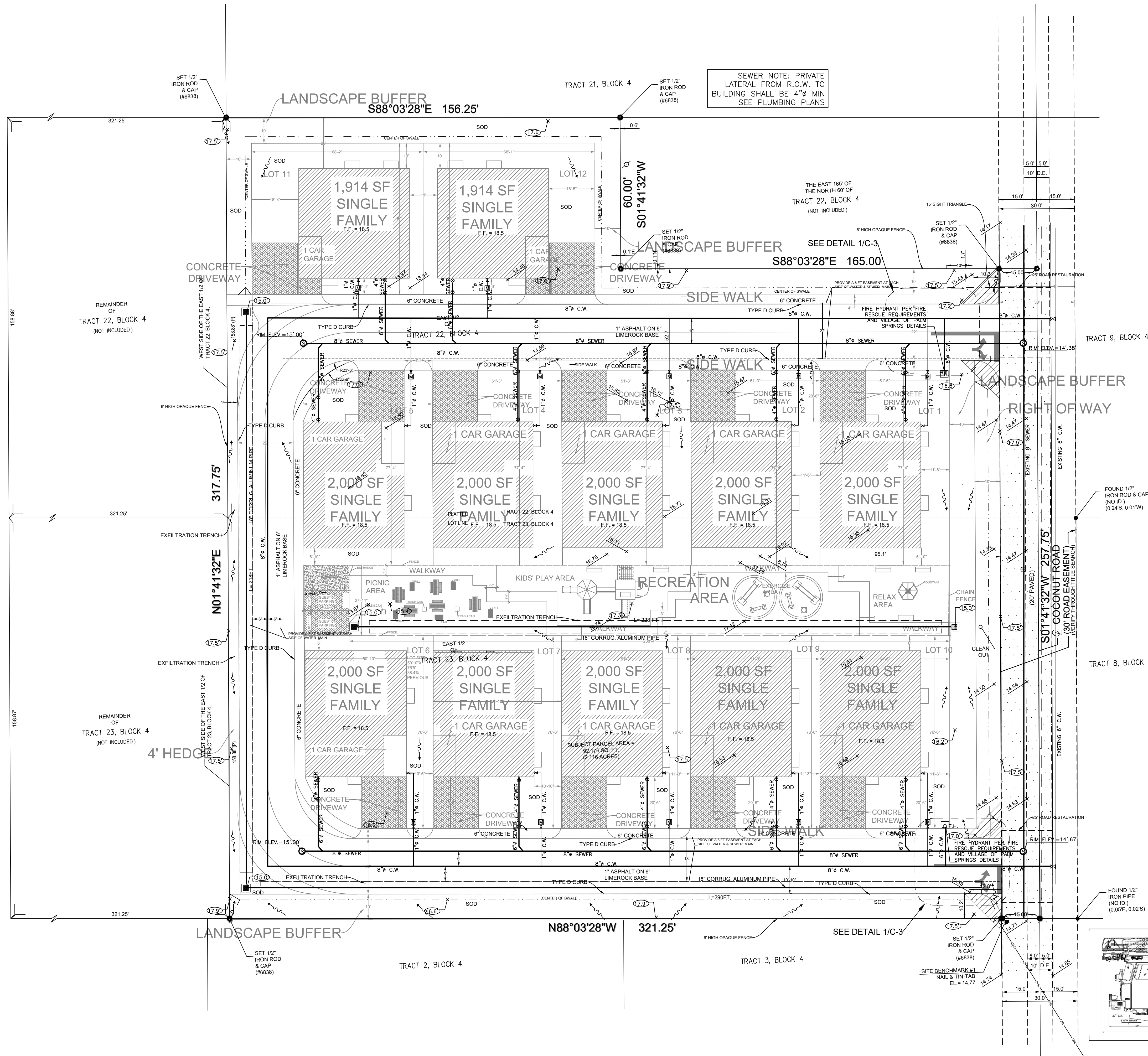
Revised: .

.

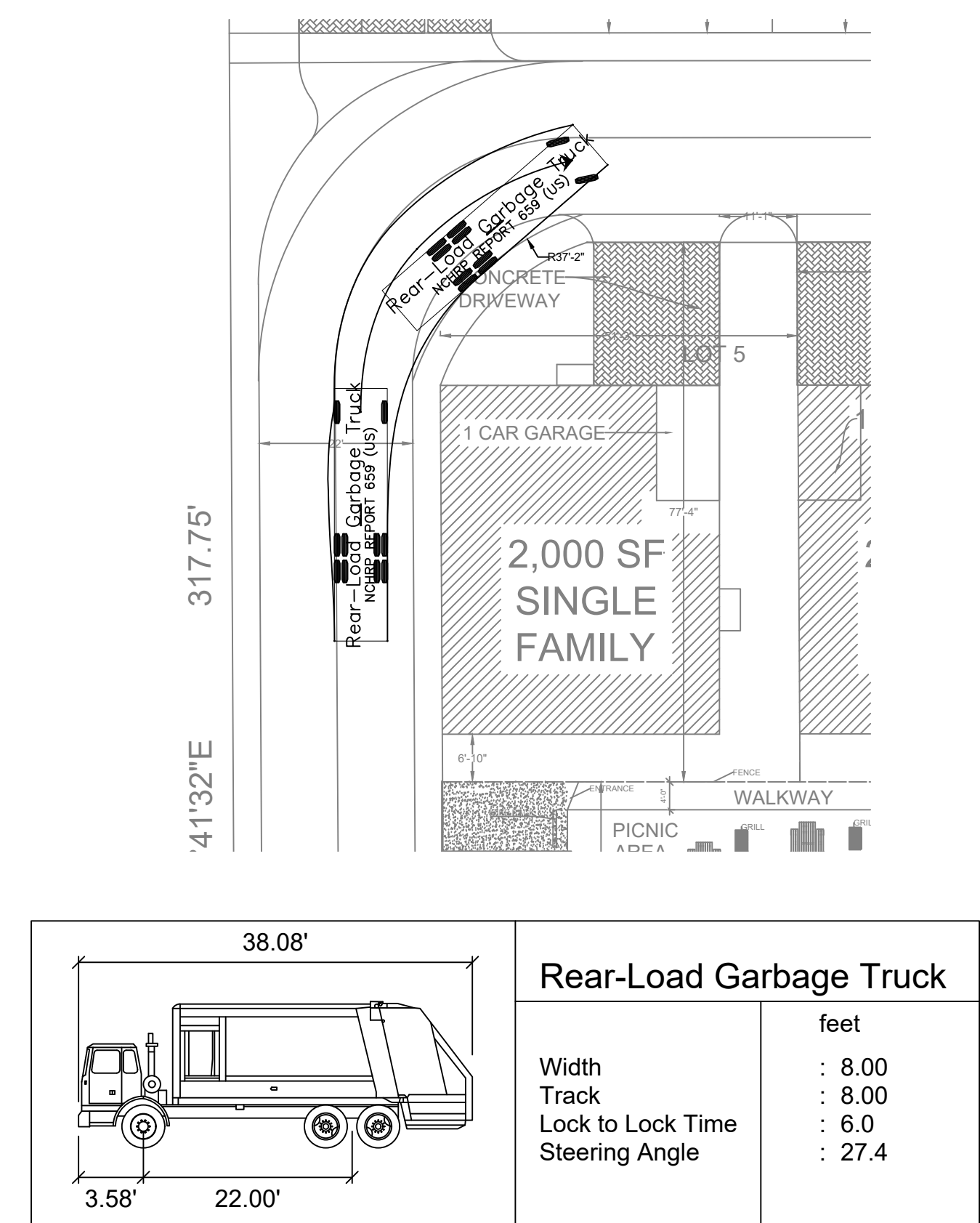
.

SHEET NO. 1 of 1

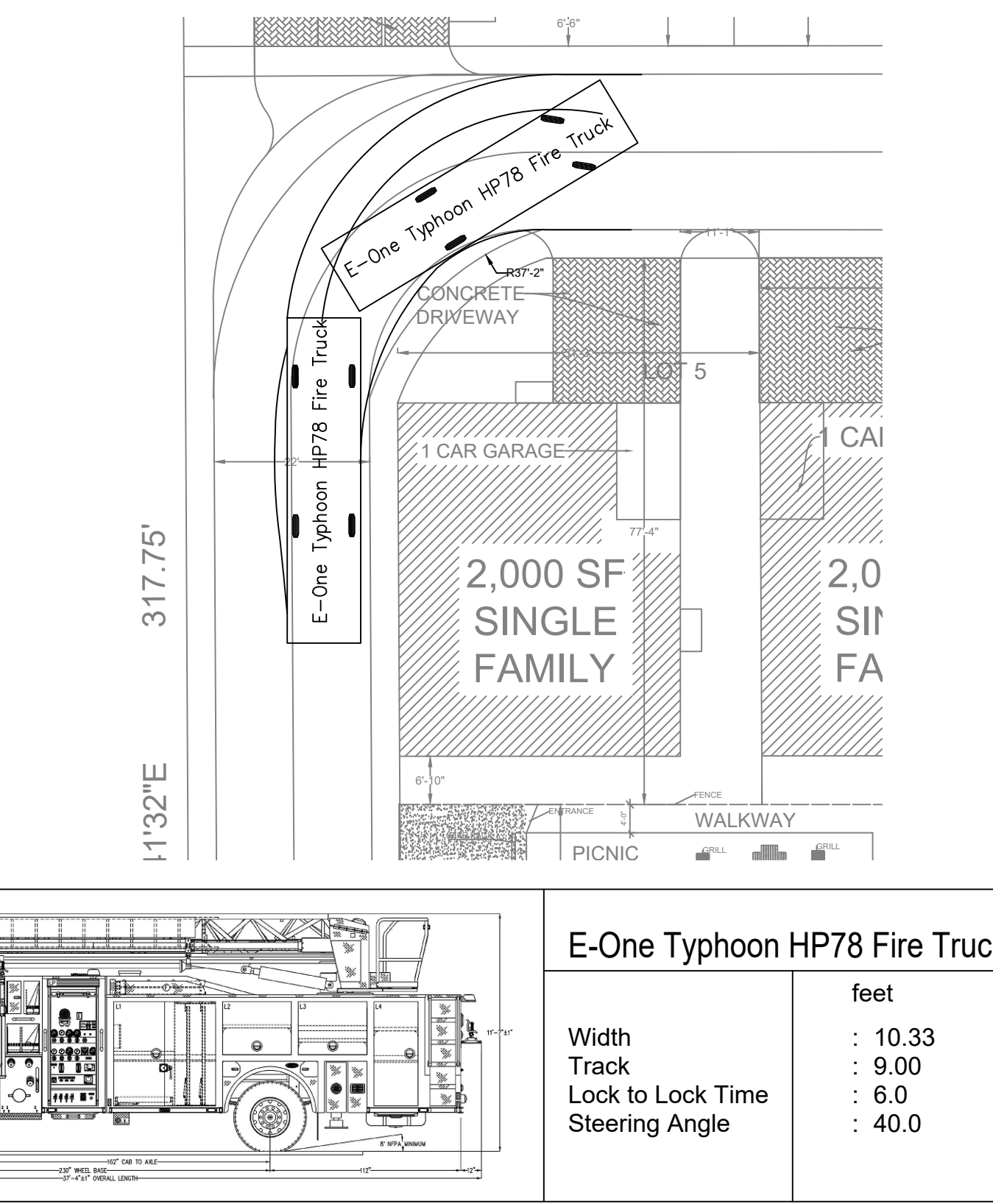
E-1



CIVIL PLAN
scale: 1" = 20'-0"



TRUCK TURNING DETAIL
scale: N.T.S.



FIRE TRUCK TURNING DETAIL
scale: N.T.S.

REVISIONS

NO.	DATE

EMILIANO OROZCO P.E.

949 SW 122 AVE. MIAMI FL 33184
PHONE: (786) 715-7125
E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD
VILLAGE OF PALM SPRINGS, FL. 33461

SEAL

DATE
04-12-19

SCALE
AS SHOWN

DESIGNED
E.O.

DRAWN
A.G.

DRAWING NO.
C-1

SHEET 1 OF 18

CHECKED

GENERAL NOTES AND SPECIFICATIONS

I. APPLICABLE CODES:

- A. ALL CONSTRUCTION AND MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS OF THE VILLAGE OD PALM SPRINGS, F.D.O.T. AND ALL OTHER LOCAL FLORIDA STATE AND NATIONAL CODES WHERE APPLICABLE.
- B. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
- C. ALL ELEVATIONS SHOWN ON THE CONSTRUCTION DRAWINGS ARE BASED ON NATIONAL AMERICAN VERTICAL DATUM OF 1988, (N.A.V.D.), UNLESS OTHERWISE NOTED.

II. PRECONSTRUCTION RESPONSIBILITIES:

- A. THE CONTRACTOR SHALL OBTAIN AN "SUNSHINE STATE ONE CALL FOR FLORIDA, INC." CERTIFICATION NUMBER AT LEAST 48 HOURS PRIOR TO BEGINNING AN EXCAVATION, CALL 1-800-432-4770.
- B. ALL UTILITY EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION. (IF REQUIRED)
- C. LOCATION OF EXISTING FACILITIES AS SHOWN ON CONSTRUCTION DRAWINGS ARE DRAWN FROM AVAILABLE RECORDS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN OR FOR ANY FACILITY NOT SHOWN. VERIFY, IF POSSIBLE, THE ELEVATIONS AND LOCATION OF EXISTING FACILITIES PRIOR TO CONSTRUCTION. IF AN EXISTING CONSTRUCTION IS DISCOVERED UPON EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE PROBLEM.

III. INSPECTIONS:

- A. THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 24 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS, WHERE APPLICABLE:
- CLEARING AND FILLING
 - STORM DRAINAGE SYSTEM
 - SUBGRADE
 - LIMEROCK BASE
 - ASPHALTIC CONCRETE
 - LIGHTING
 - LANDSCAPING
 - FINAL

IV. SHOP DRAWINGS:

- A. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS: CATCH BASINS, FILTER MEMBRANE, PIPE, ASPHALT MIX.

V. PROJECT CLOSEOUT:

- A. CLEANING UP -
- DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEAN-UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEEPED BROOM CLEAN.
 - THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS WORK, EQUIPMENT, OR EMPLOYEES, TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THAT END, THE CONTRACTORS SHALL DO AS REQUIRED, ALL NECESSARY HIGHWAY, DRIVEWAY, WALK AND LANDSCAPING WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATIONS.
 - WHERE MATERIALS OR DEBRIS HAS WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OR DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- B. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED
- C. ALL UNPAVED SURFACES SHALL BE RESTORED TO A CONDITION EQUAL TO OR BETTER THAN THAT WHICH EXISTED BEFORE THE CONSTRUCTION.

D. PROJECT RECORD DOCUMENTS -

- DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
- UPON COMPLETION OF DRAINAGE IMPROVEMENTS AND LIMEROCK BASE CONSTRUCTION (AND BEFORE PLACING ASPHALT PAVEMENT) THE CONTRACTOR SHALL FURNISH THE ENGINEER OF RECORD "AS-BUILT" PLANS FOR THESE IMPROVEMENTS, SHOWING THE LOCATIONS AND PERTINENT GRADES OF ALL DRAINAGE INSTALLATIONS AND THE FINISHED ROCK GRADES OF THE ROAD CROWN AND EDGES OF PAVEMENT AT 50 FEET INTERVALS.
- UPON COMPLETION OF CONSTRUCTION, AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER OF RECORD ONE COMPLETE SET OF ALL "AS-BUILT" CONTRACT DRAWINGS. THESE DRAWINGS SHALL BE MARKED TO SHOW "AS-BUILT" CONSTRUCTION CHANGES AND DIMENSIONS, LOCATIONS AND ELEVATIONS OF ALL IMPROVEMENTS.
- ALL "AS-BUILT" INFORMATION ON ELEVATIONS SHALL BE CERTIFIED BY A FLORIDA REGISTERED LAND SURVEYOR.

VI. EARTHWORK & COMPACTION:

- A. ALL TOPSOIL, VEGETATION AND HEAVY ROOT MATS SHALL BE STRIPPED TO AT LEAST 5' BEYOND THE PERIMETER OF THE PROPOSED CONSTRUCTION.
- B. FILL AND BACKFILL SHALL BE SAND, SAND-ROCK MIXTURE OR CRUSHED ROCK HAVING LESS THAN 10% SILT, 1% ORGANICS AND ROCK SIZES LESS THAN 3" IN DIAMETER.

VII. STORM DRAINAGE:

A. GENERAL:

- CATCH BASIN GRATES AND RIM ELEVATIONS AS SHOWN ON PLANS MAY BE ADJUSTED TO CONFORM TO NEW OR EXISTING GRADES.
- DISTANCES AND LENGTHS SHOWN ON PLAN & PROFILE DRAWINGS ARE REFERENCED TO THE CENTER OF STRUCTURES.

B. MATERIALS:

- CORRUGATED ALUMINUM PIPE (C.A.P.) SHALL BE HELICAL TYPE, CONFORMING TO ASTM B209 AND AASHTO M196, AS MANUFACTURED BY KAISER ALUMINUM, INC., OR APPROVED EQUAL. THE CORRUGATION PATTERN AND GAUGE SHALL BE AS FOLLOWS:

DIA.	CORRUGATION	GAUGE
12" TO 21"	2 2/3" X 1/2"	16
24" TO 27"	2 2/3" X 1/2"	16
30"	2 2/3" X 1 1/2"	14
36" TO 54"	3" X 1"	14
60" TO 78"	3" X 1"	12

- PIPE COUPLINGS FOR C.A.P. SHALL BE 12" WIDE (MINIMUM), 24" WIDE FOR 60" DIAMETER OR LARGER, SPLIT BANDS OF THE SAME ALLOY AS THE PIPE MAY BE ONE GAUGE LIGHTER THAN THE PIPE. POLYURETHANE OR OTHER MANUFACTURER SUPPLIED SEALANT SHALL BE USED WITH THE COUPLINGS.
- ALL DRAINAGE CATCH BASIN AND STRUCTURES SHALL BE PRECAST CONCRETE AS MANUFACTURED BY U.S. PRECAST CORPORATION, OR EQUAL. BLOCK CATCH BASINS WILL BE ALLOWED ONLY WITH APPROVAL OF THE ENGINEER. THE MINIMUM WALL AND SLAB THICKNESS SHALL BE 8" AND THE MINIMUM REINFORCING SHALL BE NO. 4 BARS AT 12" EACH WAY UNLESS OTHERWISE INDICATED. CONCRETE SHALL BE MINIMUM OF 4000 PSI AT 28 DAYS.

C. INSTALLATION:

- PIPE SHALL BE PLACED ON A MINIMUM OF 8" STABLE GRANULAR MATERIAL FREE OF ROCK FORMATION AND OTHER FOREIGN FORMATIONS, AND CONSTRUCTED TO A UNIFORM GRADE AND LINE.
- BACKFILL MATERIAL SHALL BE WELL GRADED GRANULAR MATERIAL, WELL TAMPED IN LAYERS NOT TO EXCEED 6" TO A HEIGHT OF 12" ABOVE PIPE AS SHOWN ON THE PLANS.
- PROVIDE A MINIMUM PROTECTIVE COVER OF 24" OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.

VIII. PAVING:

A. GENERAL:

- ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.
- ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
- WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.

B. MATERIALS:

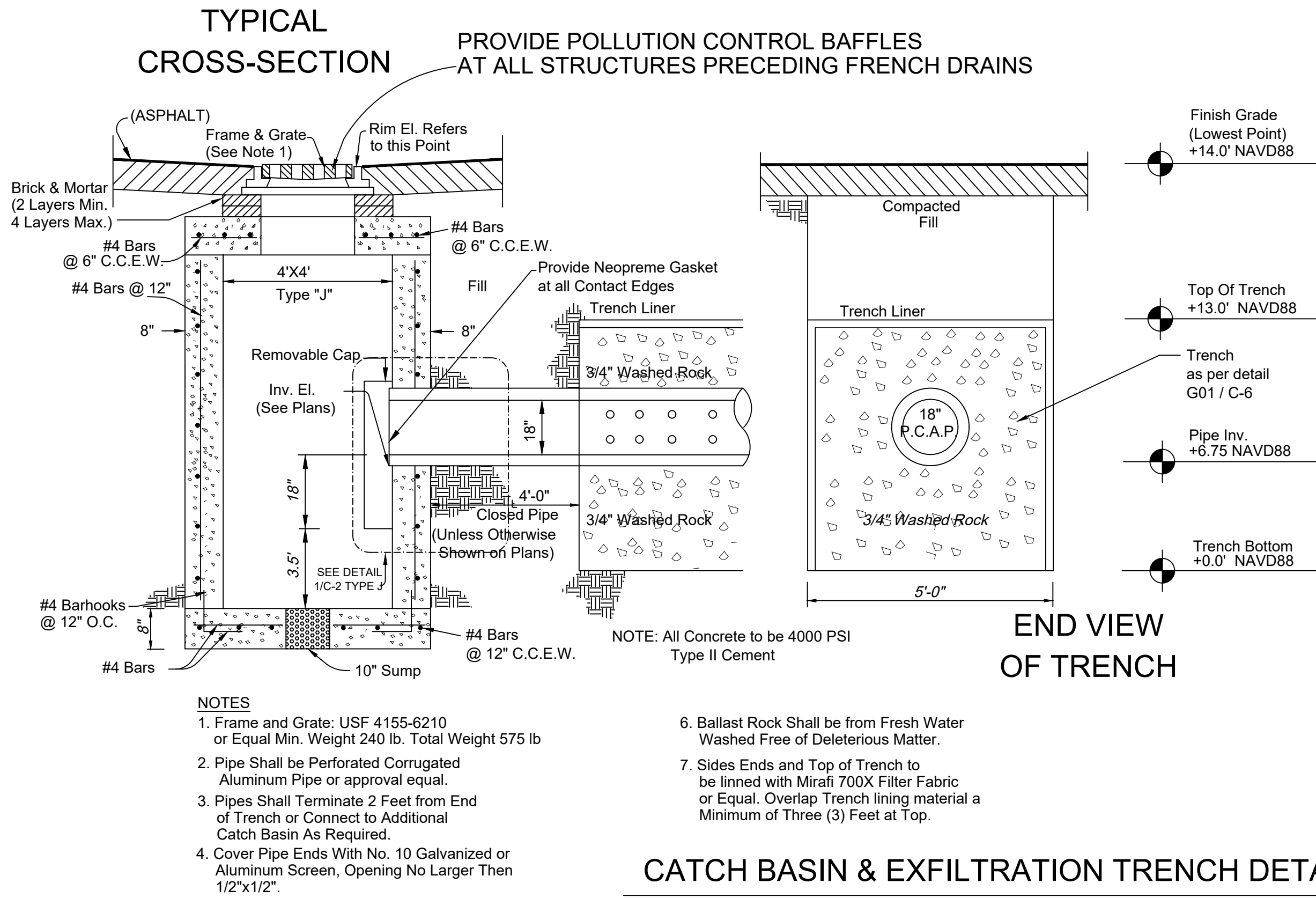
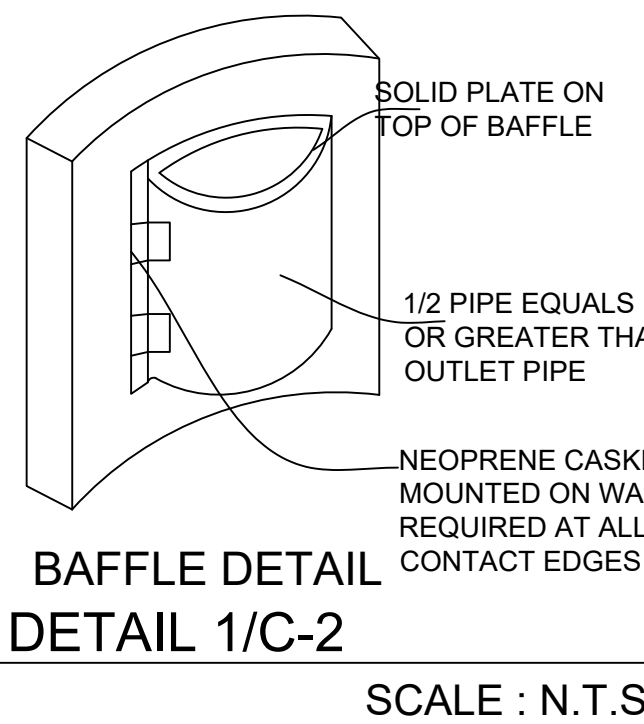
- BASE COURSE SHALL BE CRUSHED LIMEROCK MIAMI OOLITE WITH A MINIMUM OF 70% CARBONATES OF CALCIUM AND MAGNESIUM. (60% FOR LOCAL STREETS & PARKING AREAS).
- ASPHALT SURFACES SHALL BE TYPE S-3 7% ASPHALTIC CONCRETE, UNLESS OTHERWISE SPECIFIED ON THE PLANS.
- REINFORCED CONCRETE SLABS SHALL BE CONSTRUCTED OF CLASS I CONCRETE WITH A MINIMUM STRENGTH OF 3,000 PSI AND SHALL BE REINFORCED WITH A 6" X 6" NO. 8 GAUGE WIRE MESH.

C. INSTALLATION:

- THE TOP 12" OF THE SUBGRADE FOR ROADWAY AND PARKING AREAS SHALL BE COMPACTED (AND STABILIZED, IF REQUIRED) TO A MINIMUM OF 75 POUNDS PER SQUARE INCH (PSI).
- BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM THICKNESS OF 6" PLACED ON A SINGLE LAYER.
- BASE COURSE SHALL BE COMPACTED TO 95% OF THE MAXIMUM DENSITY AS PER AASHTO T-180-74 PRIMED FOR THE ENTIRED AREA.
- INSTALLATION OF THE WEARING SURFACE SHALL CONFORM WITH THE REQUIREMENTS OF THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION 1994 OR LATEST.

D. TESTING:

- THE FINISHED SURFACE OF THE BASE COURSE AND THAT OF THE WEARING SURFACE SHALL NOT VARY MORE THAN 1/4" FROM THE TEMPLATE. ANY IRREGULARITIES EXCEEDING THIS LIMIT SHALL BE CORRECTED.
- DENSITY TEST SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECTED BY THE ENGINEER.
- ALL TESTING COST (PAVING) SHALL BE PAID FOR BY THE OWNER EXCEPT THOSE TESTS FAILING TO MEET THE SPECIFIED REQUIREMENTS WHICH ARE TO BE PAID BY THE CONTRACTOR.



REVISIONS

NO.	DATE

EMILIANO OROZCO P.E.

949 SW 122 AVE. MIAMI FL 33184
PHONE: (786) 715-7125
E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD
VILLAGE OF PALM SPRINGS, FL 33461

SEAL

DATE
04-12-19

SCALE
AS SHOWN

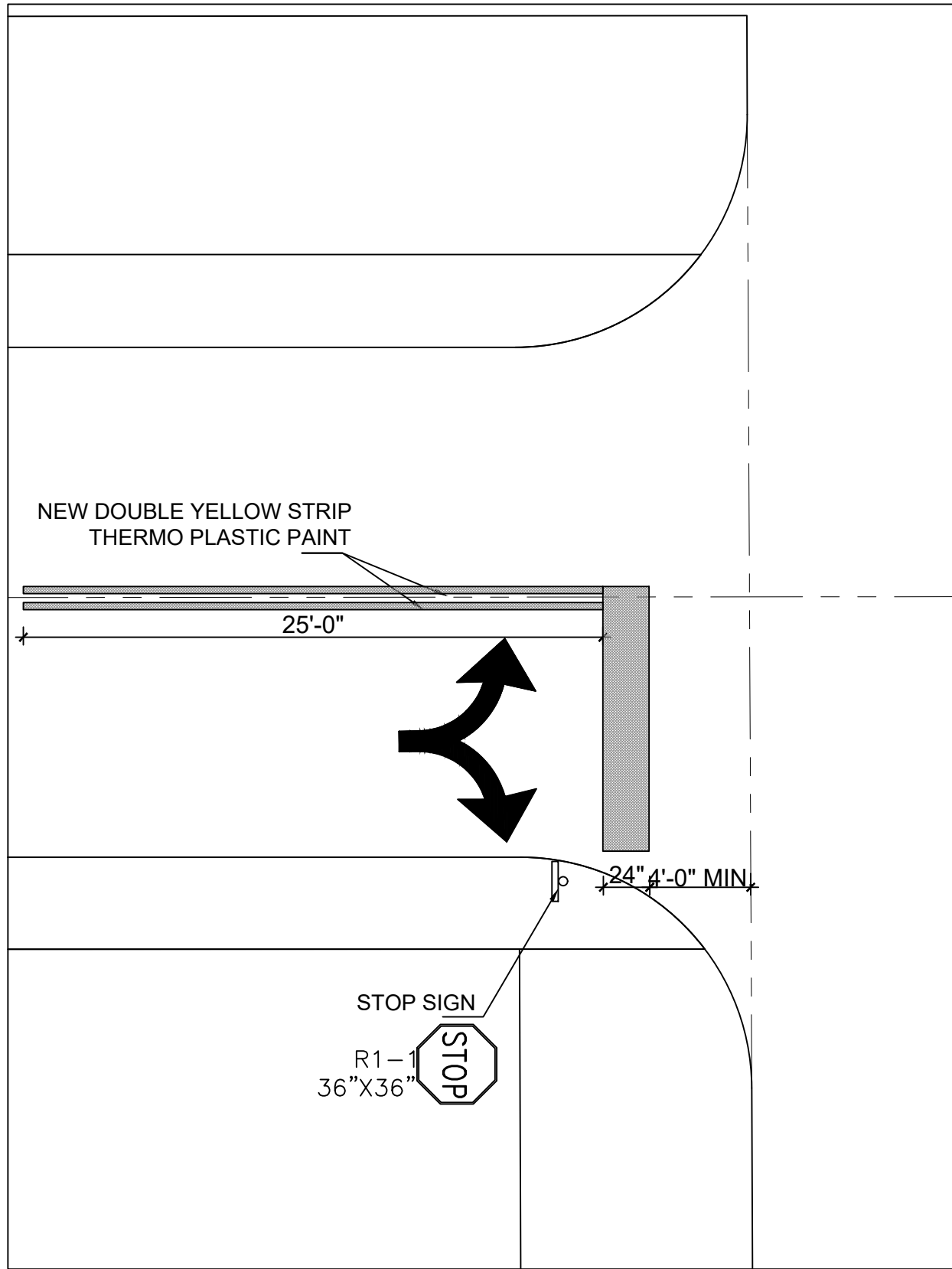
DESIGNED
E.O.

DRAWN
A.G.

DRAWING NO.
C-2

SHEET 2 OF 18

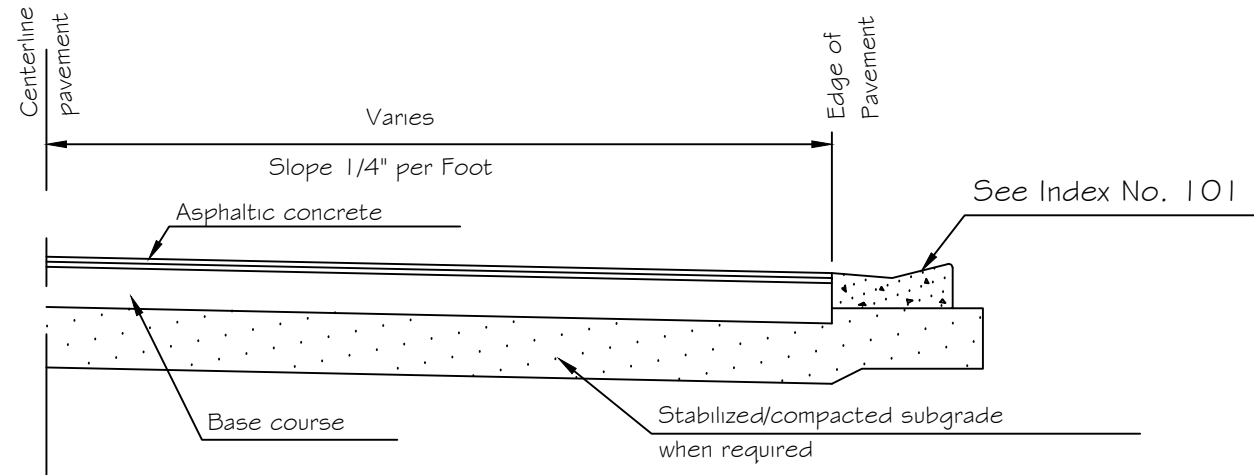
CHECKED



NOTE:
REFER TO FDOT DESIGN STANDARDS
INDEX 17346 SHEET 10 OF 13
ALL FINAL PAVEMENT MARKINGS TO
BE THERMOPLASTIC

THE NEW STOP BAR SHALL BE 24" WHITE
WITH THERMOPLASTIC PAINT AND SET 4'
MINIMUM FROM THE PROPERTY LINE. THE
DOUBLE YELLOW LINES SHALL BE 6" AND
ALSO THERMOPLASTIC PAINT

DETAIL 1/C-3

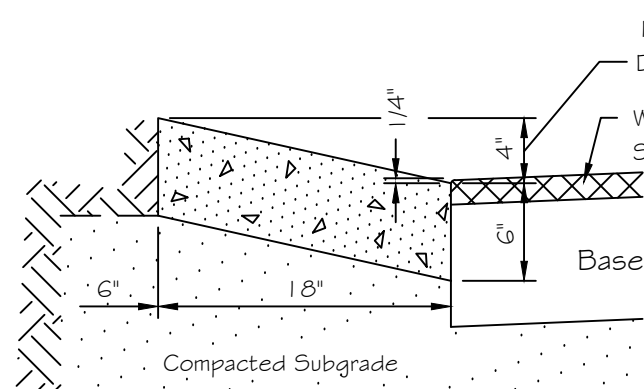


2 AND 3 LANE ROAD

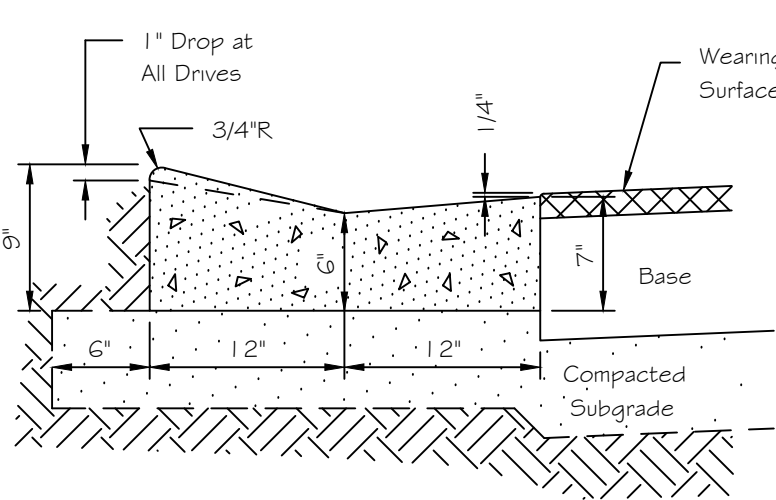
NOTES:

1. Pavement materials and thickness, and base materials and thickness will be stated in construction drawings and scope of the work.
2. See construction drawings for curb type and lane widths.

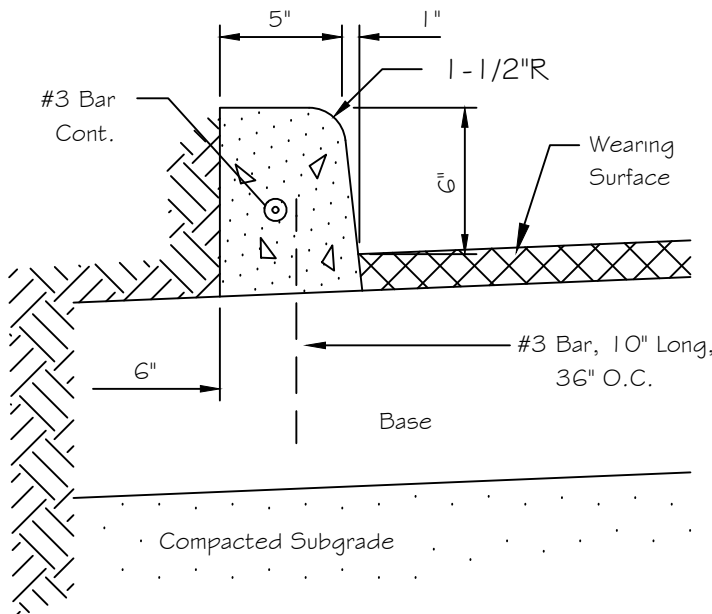
TYPICAL STREET SECTION



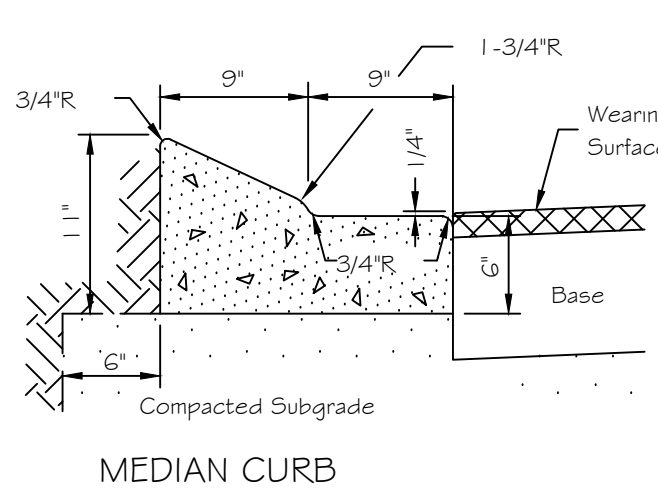
MODIFIED CURB



VALLEY GUTTER CURB



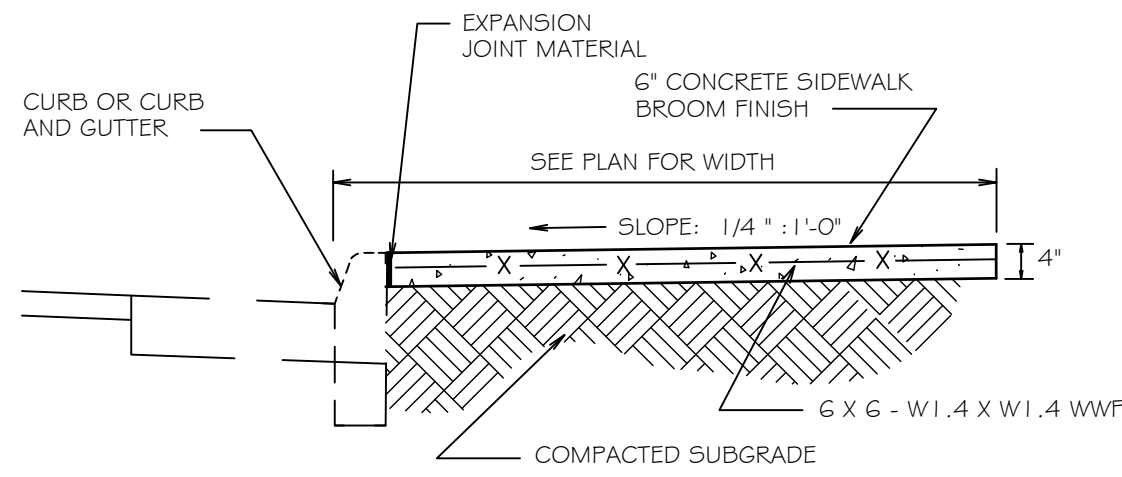
PIN / DOWELLED CURB



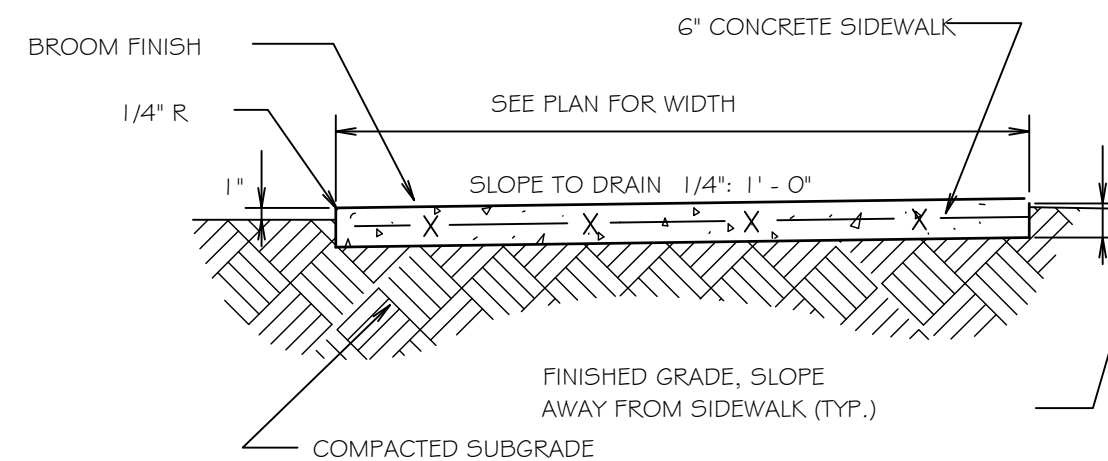
MEDIAN CURB

TYPICAL CURB
CROSS-SECTIONS

Or Most Recent Modifications.



NOTE: TO BE USED WHERE ADJACENT TO CURB OR CURB AND GUTTER



CONCRETE SIDEWALK

REVISIONS

NO. DATE

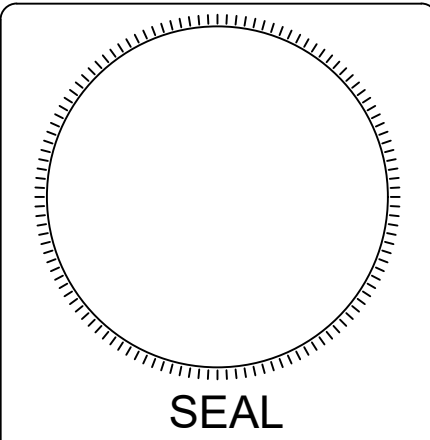
EMILIANO OROZCO P.E.

949 SW 122 AVE. MIAMI FL 33184

PHONE: (786) 715-7125

E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD
VILLAGE OF PALM SPRINGS, FL 33461



DATE
04-12-19

SCALE
AS SHOWN

DESIGNED
E.O.

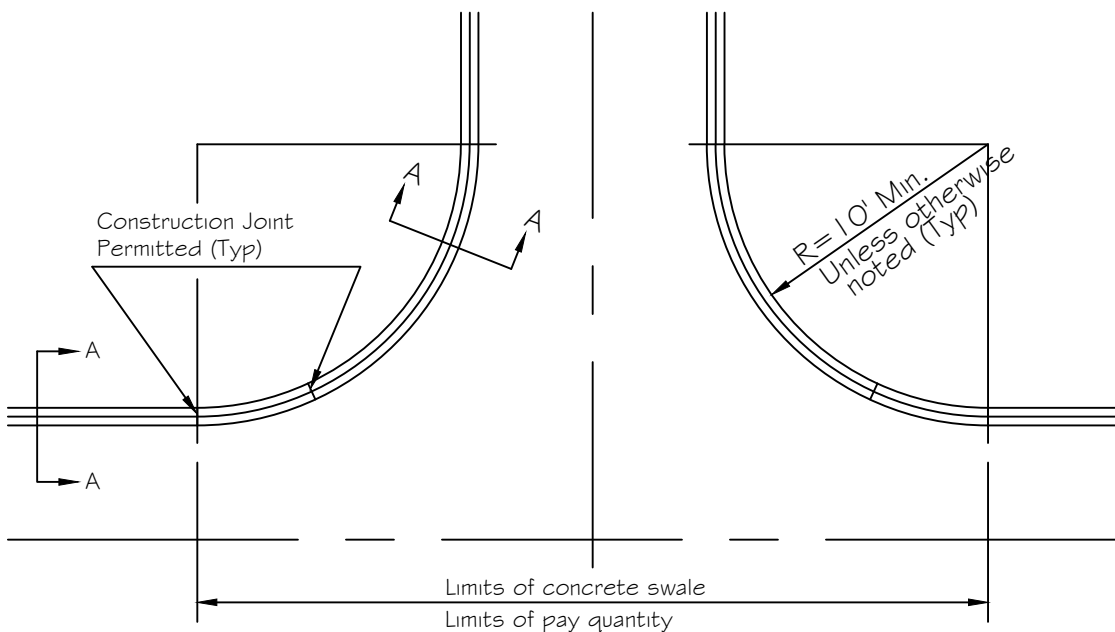
DRAWN
A.G.

DRAWING NO.

C-3

SHEET 3 OF 18

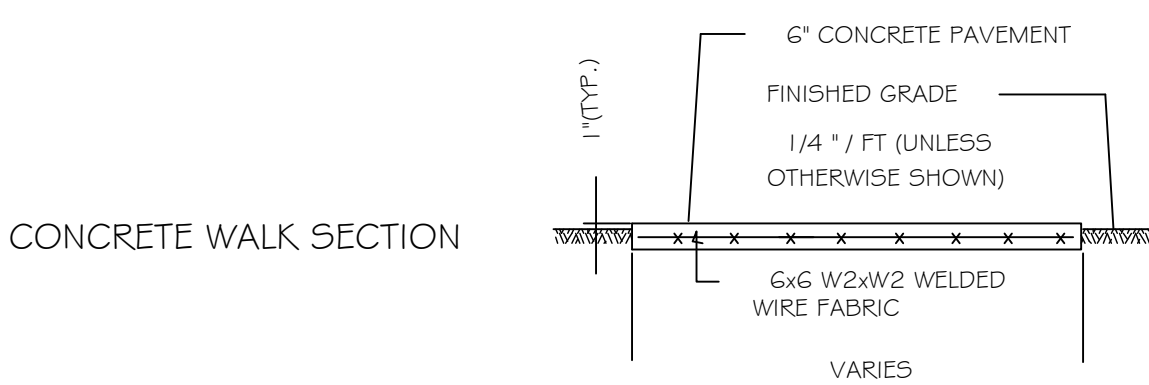
CHECKED



SECTION A-A
NORMAL VALLEY GUTTER CURB
SECTION - SEE INDEX 101

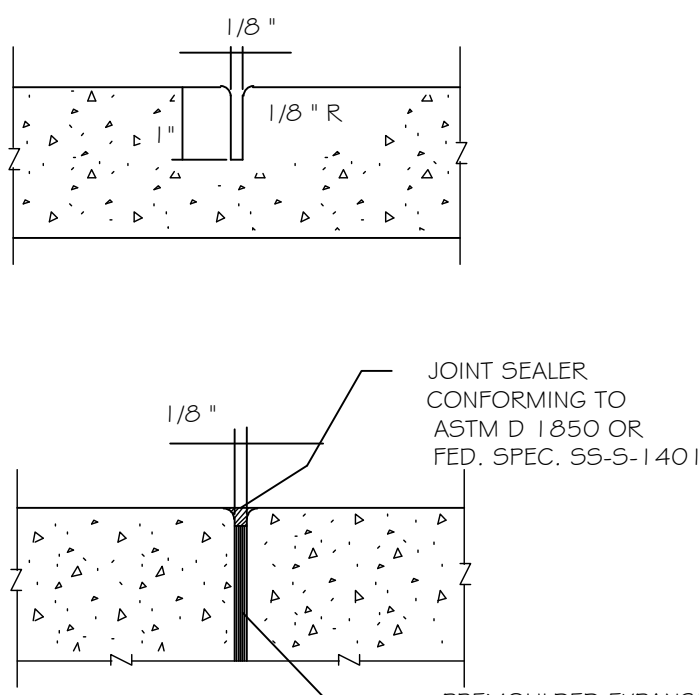
CONCRETE SWALE DETAIL
VALLEY GUTTER CURB

NOTE:
Subject to City Engineer's approval.
To be used only in unique situations.



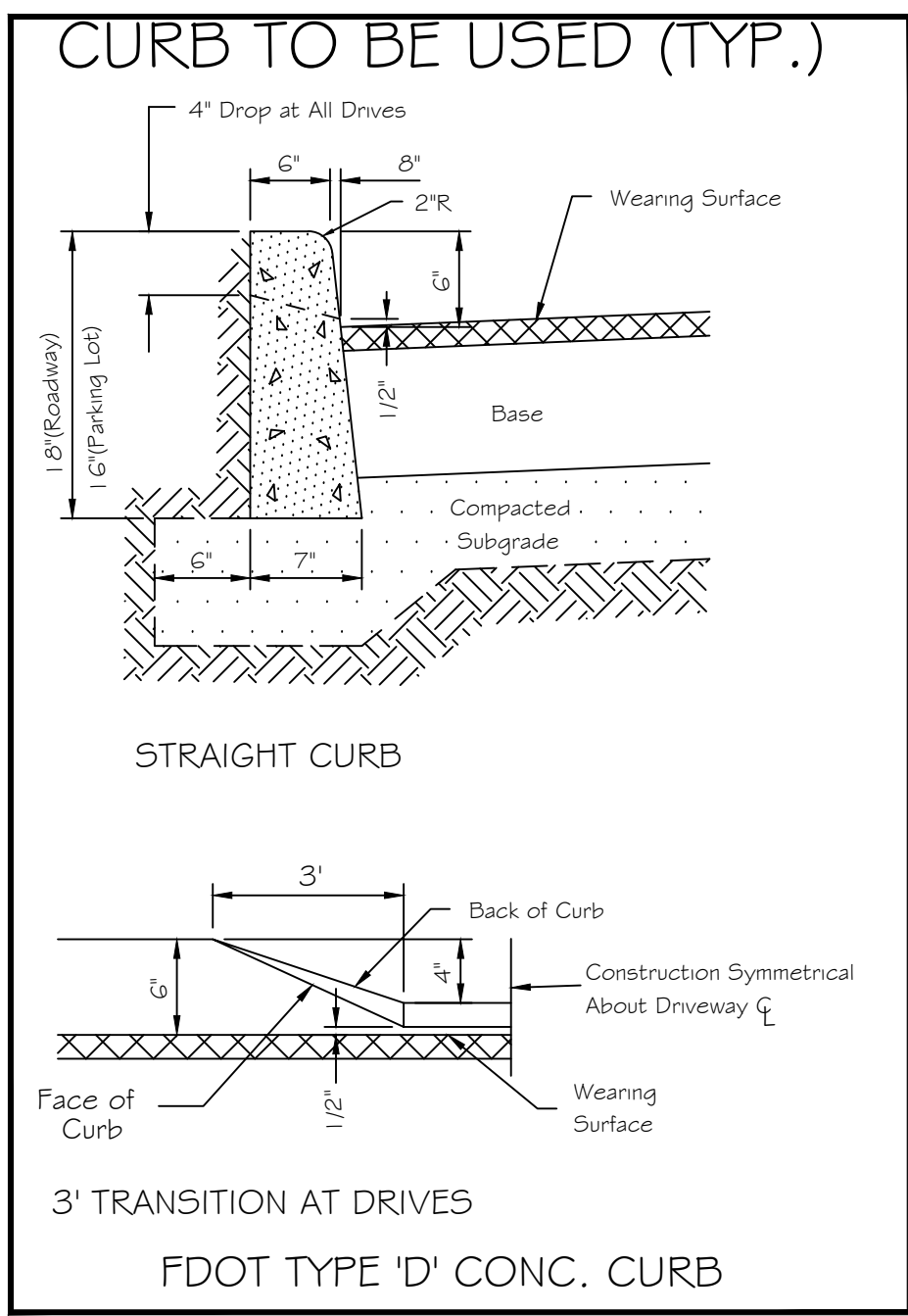
CONCRETE WALK SECTION

CONTRACTION JOINT



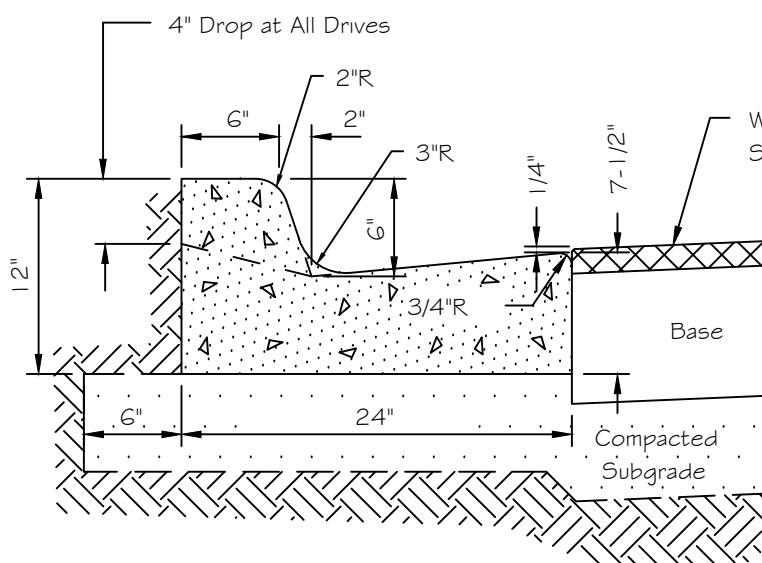
EXPANSION JOINT

TYPICAL CONCRETE WALK DETAILS



STRAIGHT CURB

3' TRANSITION AT DRIVES
FDOT TYPE 'D' CONC. CURB



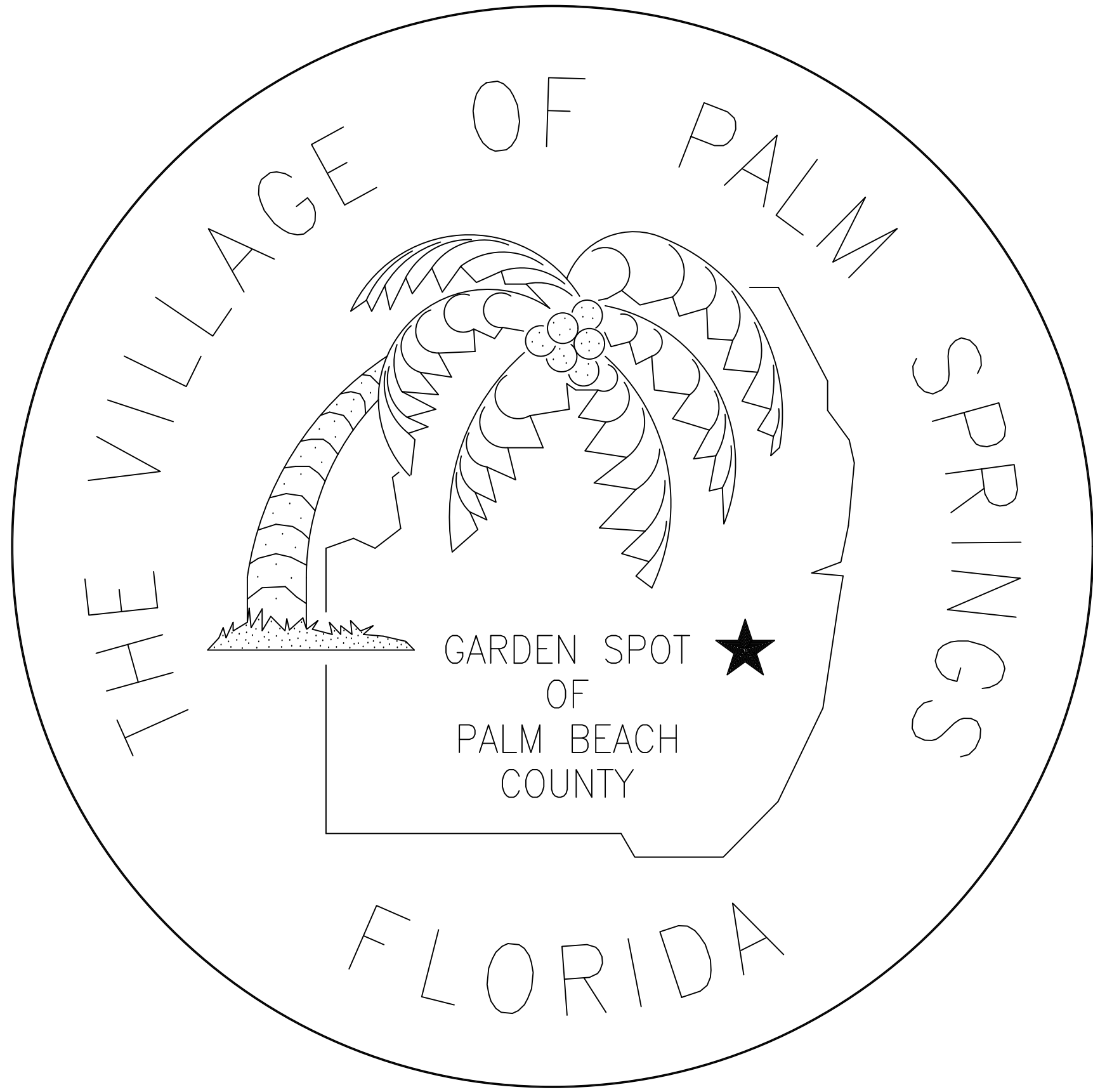
NOTE: When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement and the thickness of the lip shall be 6", unless otherwise shown on plans.

TYPE I CURB

- NOTES:
1. There shall be a 1/2" seal joint between back of curb and driveway.
 2. Concrete in curbs shall be 3000 psi, with fiber mesh reinforcing.

TYPICAL CURB
CROSS SECTIONS

VILLAGE UTILITY STANDARDS UPDATED
MAY 2019



VILLAGE OF PALM SPRINGS,
FLORIDA

VILLAGE OFFICIALS

BEV SMITH
JONI S. BRINKMAN
PATTI WALLER
DOUG GUNTHER
GARY M. READY
RICHARD J. READE
MATTHEW HAMMOND, P.E.

MAYOR
VICE MAYOR
MAYOR PRO TEM
COUNCIL MEMBER
COUNCIL MEMBER
VILLAGE MANAGER
PUBLIC SERVICES DIRECTOR



CALL 811 OR WWW.SUNSHINE811.COM TWO FULL
BUSINESS DAYS BEFORE DIGGING TO HAVE
UTILITIES LOCATED AND MARKED.

CHECK POSITIVE RESPONSE CODES BEFORE YOU
DIG!

CLIENT RESOLUTION NUMBER:
CLIENT PROJECT NUMBER :

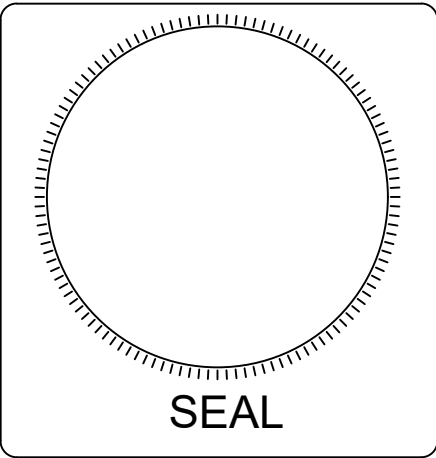
PROJECT NO.: 400-080.00
DATE: JULY 2, 2019

FINAL SUBMITTAL

REVISIONS	
NO.	DATE

EMILIANO OROZCO P.E.
949 SW 122 AVE. MIAMI FL 33184
PHONE: (786) 715-7125
E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD
VILLAGE OF PALM SPRINGS, FL. 33461



DATE 04-12-19
SCALE AS SHOWN
DESIGNED E.O.
DRAWN A.G.

CHECKED

DRAWING NO.
C-4

9

8

7

6

5

4

3

2

1

USER’S GUIDE

GENERAL INTENT:

THE PURPOSE OF THIS MANUAL IS TO PROVIDE STANDARDIZED SPECIFICATIONS AND DETAILS FOR THE CONSTRUCTION OF UTILITY SYSTEM IMPROVEMENTS WITHIN THE VILLAGE OF PALM SPRINGS UTILITY SERVICE AREA. THIS MANUAL COVERS THE REQUIREMENTS FOR IMPROVEMENTS OR ADDITIONS TO THE VILLAGE’S EXISTING POTABLE WATER SYSTEM, WASTEWATER COLLECTION SYSTEM, PUMP STATIONS, FORCE MAIN SYSTEM, VACUUM SEWER SYSTEM, AND OTHER MISCELLANEOUS ITEMS.

IT SHALL BE THE RESPONSIBILITY OF THE USER OF THIS DOCUMENT TO COORDINATE ALL NECESSARY REQUIREMENTS FOR EACH SPECIFIC PROJECT WITH THE APPROPRIATE VILLAGE OF PALM SPRINGS PUBLIC SERVICES DEPARTMENT PERSONNEL. THE STANDARD DETAILS INCLUDED HEREIN SHALL BE USED WITH PRIOR APPROVAL FROM THE VILLAGE OF PALM SPRINGS.

THE OMITTANCE OF ANY ITEM THAT IS SPECIFICALLY REQUIRED TO PROPERLY COMPLETE THE CONSTRUCTION OF AN IMPROVEMENT TO ANY OF THE SYSTEMS AS DESCRIBED SHALL BE PROVIDED BY THE END USER EVEN IF THE SPECIFIC ITEM IS NOT SPECIFIED OR SHOWN BY THE STANDARD DETAILS, OR SPECIFICATIONS.

IF THERE IS A CONFLICT BETWEEN THE REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND DETAILS AND THE APPLICABLE REGULATORY REQUIREMENTS SET FORTH BY THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, PALM BEACH COUNTY ENGINEERING OR THE PALM BEACH COUNTY HEALTH DEPARTMENT, THE MOST STRINGENT OF THESE REQUIREMENTS SHALL PREVAIL.

CURRENT EDITION:

THE CURRENT EDITION IS VILLAGE UTILITY STANDARDS UPDATE – 2018

INDUSTRY STANDARDS, REFERENCE SPECIFICATIONS, REGULATIONS, AND CODES:

ALL REFERENCED CODES, SPECIFICATIONS AND REGULATIONS SHALL BE CURRENT EDITION.

STANDARD DETAILS AND DRAWING GUIDELINES:

THESE STANDARD SPECIFICATIONS, DETAILS AND DESIGN GUIDELINES MAY BE REPRODUCED BY THE END USER FOR THE VILLAGE OF PALM SPRINGS’ PROJECTS ONLY.

PLEASE BE ADVISED THAT THE FILES ARE IN ADOBE.PDF AND ACAD FILE FORMATS THAT CAN BE ALTERED BY THE END USER.

DUE TO THIS FACT, ANY REUSE OF THESE FILES WILL BE AT THE USER’S SOLE RISK WITHOUT LIABILITY OF EXPOSURE TO THE VILLAGE OF PALM SPRINGS OR ECKLER ENGINEERING, INC. THE USER SHALL INDEMNIFY AND HOLD HARMLESS THE VILLAGE OF PALM SPRINGS AND ECKLER ENGINEERING, INC. FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES INCLUDING ATTORNEY’S FEES ARISING OUT OF OR RESULTING FROM THE USE OF THE DIGITAL STANDARD SPECIFICATIONS, DETAILS AND DESIGN GUIDES.

ADDITIONALLY, IT IS THE RESPONSIBILITY OF THE USER TO SELECT AND USE THE APPROPRIATE STANDARD DETAILS, STANDARD SPECIFICATIONS, DESIGN GUIDES AND DIGITAL FILES THAT MEET THE REQUIREMENTS OF THE SPECIFIC INSTALLATION OR TO GIVE THE USER GENERAL GUIDELINES TO FOLLOW DURING DESIGN ESPECIALLY SINCE MANY PROJECTS THAT WILL REQUIRE THE DRAWING GUIDELINES ARE SITE SPECIFIC.

SPECIFIC PROJECT REQUIREMENTS SHALL BE CONFIRMED WITH THE VILLAGE OF PALM SPRINGS.

REPRODUCTION:

THE USE OF THE DIGITAL FILES DOES NOT CONSTITUTE A WAIVER OF THE OWNERSHIP RIGHTS OF THE VILLAGE OF PALM SPRINGS OR ECKLER ENGINEERING, INC. THE DIGITAL FILES ARE THE SOLE PROPERTY OF THE VILLAGE OF PALM SPRINGS AND ECKLER ENGINEERING, INC. AND ALL COPYRIGHTS AND OWNERSHIP RIGHTS ARE RESERVED. THE DIGITAL FILES SHOULD NOT BE REPRODUCED, COPIED, OR UTILIZED FOR NON-VILLAGE OF PALM SPRINGS UTILITY PROJECTS WITHOUT WRITTEN PERMISSION.

FINAL SUBMITTAL

DSGN: 2 - Design by

DR: 3 - Drawn by

CHK: 4 - Checked by

APVD: 5 - Approved by

VERIFY SCALE

1"

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

NO.

DATE

REVISIONS

BY

APVD

CONSULTANT

VILLAGE OF PALM SPRINGS

VILLAGE UTILITY STANDARDS UPDATED MAY 2019

USER'S GUIDE, INDEX OF DRAWINGS, AND GENERAL NOTES

DWG NO. C-5

OF 46

DATE

SHEET G-01

PROJ. NO. 400-080.00

JULY 2, 2019

FINAL SUBMITTAL

INDEX OF DRAWINGS

DWG NO.	OF	TOTAL DWGS	SHEET	DESCRIPTION	DWG NO.	OF	TOTAL DWGS	SHEET	DESCRIPTION
GENERAL					SANITARY PUMP STATION				
1	OF	46	1	COVER	34	OF	46	D8-01	DESIGN GUIDELINES PUMP STATION
2	OF	46	G-01	USER'S GUIDE, INDEX OF DRAWINGS, AND GENERAL NOTES	35	OF	46	D8-02	DESIGN GUIDELINES PUMP STATION
STANDARD DETAILS – GENERAL					STANDARD DETAILS – GENERAL				
3	OF	46	GEN-01	STANDARD DETAILS GENERAL	36	OF	46	D8-03	DESIGN GUIDELINES PUMP STATION
4	OF	46	GEN-02	STANDARD DETAILS GENERAL	37	OF	46	D8-04	DESIGN GUIDELINES PUMP STATION
SPECIFICATIONS					SPECIFICATIONS				
5	OF	46	SPEC-01	SPECIFICATIONS – GENERAL	38	OF	46	PS-01	STANDARD DETAILS PUMP STATION
6	OF	46	SPEC-02	SPECIFICATIONS – WATER DISTRIBUTION	39	OF	46	PS-02	STANDARD DETAILS PUMP STATION
7	OF	46	SPEC-03	SPECIFICATIONS – WATER DISTRIBUTION	40	OF	46	PS-03	STANDARD DETAILS PUMP STATION
8	OF	46	SPEC-04	SPECIFICATIONS – WASTEWATER COLLECTION	41	OF	46	PS-04	STANDARD DETAILS PUMP STATION
9	OF	46	SPEC-05	SPECIFICATIONS – FORCE MAIN	42	OF	46	PS-05	STANDARD DETAILS PUMP STATION
10	OF	46	SPEC-06	SPECIFICATIONS – VACUUM SEWER SYSTEM AND ACCESSORIES	43	OF	46	PS-06	STANDARD DETAILS PUMP STATION
11	OF	46	SPEC-07	SPECIFICATIONS – SANITARY PUMP STATION	RTU				
12	OF	46	SPEC-08	SPECIFICATIONS – SANITARY PUMP STATION	44	OF	46	RTU-01	STANDARD DETAILS RTU
13	OF	46	SPEC-09	SPECIFICATIONS – SANITARY PUMP STATION	MISC DETAILS				
14	OF	46	SPEC-10	SPECIFICATIONS – PUMP STATION CONTROL PANEL	45	OF	46	MISC-01	STANDARD DETAILS MISCELLANEOUS
15	OF	46	SPEC-11	SPECIFICATIONS – PUMP STATION CONTROL PANEL	46	OF	46	MISC-02	STANDARD DETAILS MISCELLANEOUS
16	OF	46	SPEC-12	SPECIFICATIONS – RTU PANEL					
17	OF	46	SPEC-13	SPECIFICATIONS – DUPLEX PUMP STATION CONTROL PROTOCOL					
18	OF	46	SPEC-14	SPECIFICATIONS – DUPLEX PUMP STATION CONTROL PROTOCOL					
19	OF	46	SPEC-15	SPECIFICATIONS – FLUSHING, TESTING, AND DISINFECTION					
20	OF	46	SPEC-16	SPECIFICATIONS – FLUSHING, TESTING, AND DISINFECTION					
WATER DISTRIBUTION									
21	OF	46	WM-01	STANDARD DETAILS – WATER DISTRIBUTION					
22	OF	46	WM-02	STANDARD DETAILS – WATER DISTRIBUTION					
23	OF	46	WM-03	STANDARD DETAILS – WATER DISTRIBUTION					
24	OF	46	WM-04	STANDARD DETAILS – WATER DISTRIBUTION					
WASTEWATER COLLECTION									
25	OF	46	SAN-01	STANDARD DETAILS – WASTEWATER COLLECTION					
26	OF	46	SAN-02	STANDARD DETAILS – WASTEWATER COLLECTION					
FORCE MAIN									
27	OF	46	FM-01	STANDARD DETAILS – FORCE MAIN					
28	OF	46	FM-02	STANDARD DETAILS – FORCE MAIN					
VACUUM SEWER									
29	OF	46	VC-01	STANDARD DETAILS – VACUUM					
30	OF	46	VC-02	STANDARD DETAILS – VACUUM					
31	OF	46	VC-03	STANDARD DETAILS – VACUUM					
32	OF	46	VC-04	STANDARD DETAILS – VACUUM					
33	OF	46	VC-05	STANDARD DETAILS – VACUUM					

REVISIONS

BY

APVD

VILLAGE OF PALM SPRINGS

VILLAGE UTILITY STANDARDS UPDATED MAY 2019

USER'S GUIDE, INDEX OF DRAWINGS, AND GENERAL NOTES

DWG NO. C-5

OF 46

DATE

SHEET G-01

PROJ. NO. 400-080.00

JULY 2, 2019

FINAL SUBMITTAL

SEAL

DATE 04-12-19

SCALE AS SHOWN

DESIGNED E.O.

DRAWN A.G.

CHECKED

DRAWING NO. C-5

SHEET 5 OF 18

REVISIONS

NO.

DATE

EMILIANO OROZCO P.E.

949 SW 122 AVE. MIAMI FL 33184

PHONE: (786) 715-7125

E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD

VILLAGE OF PALM SPRINGS, FL 33461



1. PREPARE BASE SECTION, SAW CUT EXISTING PAVEMENT AS APPLICABLE. PRIME COAT, TACK COAT AND PLACE ASPHALT PATCH IMMEDIATELY FOLLOWING PIPE INSTALLATION.
- BASE MATERIAL SHALL BE TWICE THE THICKNESS OF EXISTING BASE MATERIAL, BUT IN NO CASE BE LESS THAN 12". BASE MATERIAL SHALL BE PLACED IN LIFTS NOT TO EXCEED 8" AND COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
2. FILL PLACED IN 8" LIFTS COMPACTED TO 90% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
3. FILL COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
4. NATURAL TOP SOIL GRADED TO 1" TO 2" BELOW GRADE WHERE SOD IS REQUIRED.
5. FILL PLACED IN 12" LIFTS (LOOSE MEASURE), COMPACTED TO DENSITY EQUAL TO SURROUNDING MATERIAL BUT NOT LESS THAN 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO T180.
6. EXCAVATIONS SHALL BE DEWATERED, WHERE APPLICABLE, TO ENABLE PIPE AND APPURTENANCES TO BE INSTALLED FREE OF WATER.
7. BEDDING AND BACKFILL MATERIAL SHALL BE AS SPECIFIED.
8. LIMEROCK BASE SHALL BE AS SPECIFIED.
9. TYPE S-III OR SP 9.5 ASPHALTIC CONCRETE SHALL BE AS SPECIFIED. PAVEMENT PATCH THICKNESS TO MATCH EXISTING PAVEMENT THICKNESS, BUT IN NO CASE LESS THAN 1-1/2".
10. OUTLINE OF TRENCH EXCAVATION IS FOR ILLUSTRATIVE PURPOSES ONLY. ACTUAL TRENCH WIDTH AND SHAPE WILL VARY WITH SOIL CONDITIONS. TRENCH EXCAVATION SHALL BE COMPLETED IN ACCORDANCE WITH THE "FLORIDA TRENCH SAFETY ACT" AND "OSHA TRENCH EXCAVATION STANDARDS".
11. BEDDING MATERIAL FOR TYPICAL GRAVITY PIPE INSTALLATION AND ANY PIPE INSTALLATION WHERE UNSUITABLE TRENCH BOTTOM CONDITIONS ARE FOUND SHALL BE CRUSHED LIMEROCK (MAXIMUM SIZE 3/4"). BEDDING SHALL BE PLACED IN LIFTS NOT TO EXCEED 6" AND COMPACTED TO 98% OF THE MATERIAL'S MAXIMUM DENSITY AS DETERMINED BY ASTM D-1557 (AASHTO T-180).
- *12. ROOT BARRIER IS REQUIRED FOR APPROVED TREE INSTALLATION CLOSER THAN 10 FEET FROM UTILITY FACILITIES.
13. APPROVED MAGNETIC TAPE IS REQUIRED FOR : ALL POTABLE WATER MAINS, FORCE MAINS AND RECLAIMED WATER MAINS. THE TAPE SHALL BE INSTALLED MAX. 24" BELOW FINISHED GRADE.
14. CONTINUOUS 4" WIDE PAINT STRIPING IS REQUIRED FOR DIP/PCCP WATER MAINS (BLUE), DIP SEWER MAINS (GREEN), AND DIP RECLAIMED WATER MAINS (PURPLE).
15. PERMANENT ABOVE GROUND UTILITY MARKER SHALL BE INSTALLED IF REQUIRED BY PROPERTY OWNER GRANTING THE PIPE INSTALLATION PERMIT.

~~NOT USED~~

JACK AND BORE CASING INSTALLATION

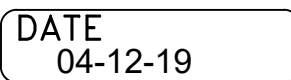
EN-01
NO.
080.00
2, 2019

FINAL SUBMITTAL

EMILIANO OROZCO P.E.

949 SW 122 AVE. MIAMI FL 33184
PHONE: (786) 715-7125
E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD
VILLAGE OF PALM SPRINGS, FL. 33461

SCALE
AS SHOWN

DESIGNED
E.O.

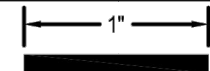
DRAWN
A.G.

DRAWING NO.

C-6

SHEET 6 OF 18

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
GENERAL NOTES AND SPECIFICATIONS				D. ALL MATERIALS, COATINGS, AND CHEMICALS THAT CONTACT DRINKING WATER SHALL BE IN CONFORMANCE WITH ANSI/NSF STANDARD 61.											
PRE-CONSTRUCTION ACTIVITIES				REFERENCE DATA											
A. A PRE-CONSTRUCTION CONFERENCE WITH THE VILLAGE, ENGINEER OF RECORD, AND CONTRACTOR SHALL BE HELD PRIOR TO BEGINNING OF UTILITY CONSTRUCTION.				A. ALL ELEVATIONS SHALL BE REFERENCE TO NORTH AMERICAN VERTICAL DATUM (NAVD) 1988.											
B. SHOP DRAWINGS SHALL BE SUBMITTED AND APPROVED BY THE VILLAGE AND ENGINEER OF RECORD PRIOR TO UTILITY CONSTRUCTION INCLUDING: PRE-CONSTRUCTION VIDEO AND ALL MATERIALS BEING USED IN THE PROJECT.				EXISTING CONDITIONS											
INSPECTIONS				A. LOCATIONS, ELEVATIONS DIMENSIONS, AND MATERIAL OF EXISTING UTILITIES ARE BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF THE PREPARATION OF THESE DRAWINGS BUT ARE NOT PURPORTED TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER UTILITIES IN THE PROJECT AREA. THE CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, DIMENSIONS, AND MATERIAL OF EXISTING UTILITIES (WETHER OR NOT SHOWN ON THE DRAWINGS) AFFECTING HIS WORK.											
A. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO ANY REQUIRED INSPECTION OF THE CONSTRUCTED UTILITY IMPROVEMENT.				UTILITY COORDINATION											
B. THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF PALM SPRINGS AND THE ENGINEER OF RECORD NO LATER THAN 48 HOURS PRIOR TO MAKING CONNECTIONS TO EXISTING SYSTEMS.				A. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES NEAR THE PROJECT AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE NOTIFYING "SUNSHINE STATE ONE CALL OF FLORIDA" AT LEAST 48 HOURS PRIOR TO ANY DIGGING WORK TO HAVE ALL KNOWN UTILITIES LOCATED.											
SHOP DRAWINGS				B. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN EXISTING UTILITIES STRUCTURES, AND OTHER FEATURES WITHIN THE PROJECT AREA. ANY DAMAGE SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE DISTRICT.											
A. PRIOR TO UTILITY CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND REVIEWED/APPROVED BY THE ENGINEER OF RECORD INCLUDING BUT NOT LIMITED TO: PRE-CONSTRUCTION VIDEO, VALVES, FIRE HYDRANTS, TAPPING SLEEVES AND VALVES, CORPORATION STOPS, PIPING MATERIALS AND FITTINGS, MANHOLES AND MISCELLANEOUS ACCESSORIES, AS APPLICABLE.				VERTICAL SEPARATION											
MAINTENANCE OF TRAFFIC				A. FOR WATER MAINS CROSSING SEWERS, A MINIMUM OF 18-INCHES SHALL BE MAINTAINED FROM THE OUTSIDE OF WATER MAIN TO THE OUTSIDE OF SEWER MAIN. AT THE CROSSING, ONE FULL LENGTH OF WATER MAIN SHALL BE LAID IN SUCH A WAY THAT BOTH JOINTS WILL BE AS FAR FROM THE SEWER MAIN AS POSSIBLE.											
A. TRAFFIC REGULATION				B. FOR WATER MAINS CROSSING STORM SEWERS AND RECLAIMED WATER MAINS, A MINIMUM OF 12-INCHES SHALL BE MAINTAINED FROM THE OUTSIDE OF WATER MAIN TO THE OUTSIDE OF STORM SEWER RECLAIMED WATER MAIN. AT THE CROSSING, ONE FULL LENGTH OF WATER MAIN SHALL BE LAID IN SUCH A WAY THAT BOTH JOINTS WILL BE AS FAR FROM THE STORM SEWER OR RECLAIMED WATER MAIN AS POSSIBLE.											
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES DURING THE DURATION OF THE PROJECT.				C. SANITARY SEWERS, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHEREVER POSSIBLE.											
2. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), FDOT STANDARD INDEX 600 SERIES, AND PALM BEACH COUNTY ENGINEERING – TRAFFIC.				D. WHERE IS NOT PRACTICAL TO MEET THESE PARAMETERS, SPECIFIC REQUIREMENTS FROM REGULATORY AGENCIES MUST BE FOLLOWED WITH PRIOR APPROVAL FROM THE VILLAGE.											
3. ALL OPEN TRENCHES AND EXCAVATIONS ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.				DEWATERING AND EROSION CONTROL											
4. NO TRENCHES OR EXCAVATIONS NEAR WALKWAYS OR IN ROADWAYS OR THEIR SHOULDERS SHALL BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION OF THE VILLAGE OF PALM SPRINGS OR PALM BEACH COUNTY ENGINEERING DEPARTMENT.				A. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING A DEWATERING PERMIT THROUGH THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT, SHOULD DEWATERING ACTIVITIES BE REQUIRED.											
PROJECT CLOSE-OUT				B. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SELECTION, INSTALLATION MAINTENANCE AND SATISFACTORY OPERATION OF EROSION AND SEDIMENT CONTROL DEVICES/SYSTEMS IN ACCORDANCE WITH SFWMD REQUIREMENTS.											
A. CLEANING UP				C. ANY DISCHARGE FOR DEWATERING ACTIVITIES SHALL BE FLITTERED AND CONVEYED TO A SEDIMENTATION BASIN IN A MANNGER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLID TO OUTFALLS.											
1. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER. UPON FINAL CLEAN UP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH.				D. THE CONTRACTOR SHALL REMOVE THE DEWATERING, EROSION CONTROL, AND SEDIMENT CONTROL DEVICES/SYSTEMS AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN THE AREAS HAVE BEEN STABILIZED.											
2. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED BY THE ENGINEER, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY THE WORK, EQUIPMENT, EMPLOYEES OR THOSE OF SUBCONTRACTORS TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS. TO THIS END, CONTRACTOR SHALL DO AS REQUIRED ALL NECESSARY ROADWAY OR DRIVEWAY, SIDEWALK, AND LANDSCAPE WORK. SUITABLE MATERIALS AND METHODS SHALL BE USED FOR SUCH RESTORATION.															
3. WHERE MATERIAL OR DEBRIS HAS WASHED OR FLOWED INTO OR BEEN PLACED IN WATER COURSES, DITCHES, SWALES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING PROGRESS OF THE WORK AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.															
GENERAL															
A. ALL CONSTRUCTION MATERIALS AND METHODS SHALL BE IN ACCORDANCE WITH VILLAGE DESIGN CRITERIA, SPECIFICATIONS, AND CONSTRUCTION STANDARDS.															
B. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS OBTAINED FOR THE PROJECT.															
C. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA FOR LAYOUT.															

	DSGN: 2 - Design by	VERIFY SCALE				FINAL SUBMITTAL				VILLAGE OF PALM SPRINGS	VILLAGE UTILITY STANDARDS UPDATED MAY 2019	SPECIFICATIONS - GENERAL	DWG NO. 5	SHEET SPEC-01
	DR: 3 - Drawn by												OF 46	PROJ. NO. 400-080.00
	CHK: 4 - Checked by	BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY											DATE	JULY 2, 2019
	APVD: 5 - Approved by													
		No. DATE REVISIONS BY APVD CONSULTANT												

File name: C:\Civil 3D Projects\400-080.01_Village Utility Standards Update - 2018\01_Working\400-080.01_Specs - General.dwg; Plotted @: 8/23/2019 2:00:27 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: FINAL SUBMITTAL

FINAL SUBMITTAL

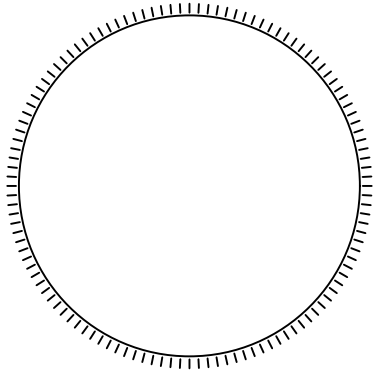
REVISIONS

NO.	DATE

EMILIANO OROZCO P.E.

949 SW 122 AVE. MIAMI FL 33184
PHONE: (786) 715-7125
E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD
VILLAGE OF PALM SPRINGS, FL. 33461



SEAL

DATE 04-12-19

SCALE AS SHOWN

DESIGNED E.O.

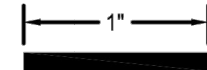
DRAWN A.G.

CHECKED

DRAWING NO.

C-7

SHEET 7 OF 18

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
POTABLE WATER SYSTEM															
POLYVINYL CHLORIDE (PVC) PIPE															
A.	PVC WATER MAIN 4-INCH TO 12-INCH DIAMETER SHALL BE DIMENSIONAL RATIO (DR)–18 MANUFACTURED TO DUCTILE IRON PIPE OUTSIDE DIMENSIONS AND IN COMPLIANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARD C900 (PRESSURE CLASS 150). THE PIPE SHALL HAVE AN INTEGRAL BELL END AND GASKET SEAL WITH JOINT IN COMPLIANCE WITH THE REQUIREMENTS OF AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D3139. PIPE AND FITTINGS MUST BE ASSEMBLED WITH NONTOXIC LUBRICANT. THE PIPE COLOR SHALL BE BLUE WITH "WATER MAIN" PERMANENTLY PRINTED ON THREE SIDES OF THE ENTIRE LENGTH OF PIPE. THE PIPE SHALL BE APPROVED BY THE NATIONAL SANITATION FOUNDATION FOR USE AS A POTABLE WATER MAIN.														
B.	PVC WATER MAIN 14-INCH TO 20-INCH DIAMETER SHALL BE DR–18 MANUFACTURED TO DUCTILE IRON PIPE OUTSIDE DIMENSIONS AND IN COMPLIANCE WITH AWWA C905 (PRESSURE TESTING 235). THE PIPE SHALL HAVE AN INTEGRAL BELL END AND GASKET SEAL WITH JOINT IN COMPLIANCE WITH THE REQUIREMENTS OF AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) D3139. THE PIPE SHALL BE APPROVED BY THE NATIONAL SANITATION FOUNDATION FOR USE AS A POTABLE WATER MAIN. THE PIPE COLOR SHALL BE BLUE WITH "WATER MAIN" PERMANENTLY PRINTED ON THREE SIDES OF THE ENTIRE LENGTH OF PIPE.														
C.	CONNECTIONS FOR PIPE 2-INCH OR GREATER IN DIAMETER SHALL BE RUBBER COMPRESSION RING TYPE. PIPE SHALL BE EXTRUDED WITH INTEGRAL THICKENED WALL BELLS WITHOUT INCREASE IN DIMENSION RATIO (DR). RUBBER RING GASKETS SHALL CONSIST OF SYNTHETIC COMPOUNDS MEETING THE REQUIREMENTS OF ASTM DESIGNATION D869 AND SUITABLE FOR THE DESIGNATED SERVICE.														
D.	PUSH-ON JOINT RESTRAINS SHALL BE EBAA SERIES 1900 FOR C900 PIPE AND SERIES 1100HV FOR C905 PIPE.														
E.	FITTINGS: DUCTILE IRON FITTINGS SHALL BE USED ON ALL PVC C900 AND C905 MAINS. FITTINGS SHALL BE AS SPECIFIED BELOW.														
DUCTILE IRON PIPE															
A.	DUCTILE IRON PIPE SHALL BE REQUIRED IN THE FOLLOWING CIRCUMSTANCES:														
1.	UNDERNEATH PAVED SURFACES.														
2.	FORCE MAINS 24-INCHES IN DIAMETER AND LARGER.														
3.	WITHIN 10–FEET OF WASTEWATER FACILITIES OR PIPES.														
4.	WITHIN 15–FEET OF BUILDINGS, CANALS OR LAKES.														
5.	CROSSINGS UNDER POTABLE WATER OR STORM PIPES IN ACCORDANCE WITH PARALLEL/HORIZONTAL SEPARATION REQUIREMENTS.														
6.	CROSSINGS OVER POTABLE OR STORM PIPES IN ACCORDANCE WITH PARALLEL/HORIZONTAL SEPARATION REQUIREMENTS.														
7.	CARRIER PIPE FOR JACK AND BORES (RESTRAINED JOINTS).														
8.	AERIAL CROSSINGS.														
9.	WITHIN 500 FEET OF GAS STATION OR UNDERGROUND FUEL STORAGE TANK, WITH EPDM OR VITON GASKETS.														
10.	DUCTILE IRON PIPE MAY BE MANDATED BY THE VILLAGE IN ANY INSTANCE OF OFF-SITE OR ON-SITE CONSTRUCTION WHERE FUTURE ABUSE TO THE LINE IS POSSIBLE DUE TO LOCATION OR CIRCUMSTANCES, EXTENSIVE LENGTH UNDER PAVEMENT, OR IN PRIVATE PROPERTY AWAY FROM COUNTY RIGHTS–OF–WAY.														
DUCTILE IRON PIPE POTABLE WATER SYSTEM															
A.	DUCTILE IRON PIPE WATER MAIN: PIPE MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C151/A21.51, LATEST REVISIONS, AND UNLESS OTHERWISE NOTED HEREIN THIS SPECIFICATION OR THE DRAWINGS, ALL DUCTILE IRON PIPE SHALL BE AS FOLLOWS:														
NOMINAL DIAMETER		MINIMUM PRESSURE CLASS		SPECIAL CASES THICKNESS CLASS											
3" THRU 12"		350 PSI		–											
14" THRU 24"		250 PSI		–											
FLANGED PIPE (ALL DIAMETERS)		--		53 (MIN)											
B.	CEMENT: CEMENT FOR MORTAR LINING SHALL CONFORM TO THE REQUIREMENTS OF ANSI/AWWA C104/A21.4, LATEST REVISION; PROVIDED THAT CEMENT FOR MORTAR LINING SHALL BE TYPE II OR V. FLY ASH OR POZZOLAN SHALL NOT BE USED AS A CEMENT REPLACEMENT.														
DGSN: 2 - Design by		VERIFY SCALE													
DR: 3 - Drawn by															
CHK: 4 - Checked by		BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.													
APVD: 5 - Approved by															
				No.		DATE		REVISIONS		BY		APVD		CONSULTANT	

A

B

C

D

E

F

G

H

I

J

K

L

M

N

O

P

POTABLE WATER SYSTEM (CONT.)

FIRE HYDRANTS

A.

NOMINAL 5–1/4–INCH MAIN VALVE OPENING WITH 6–INCH BOTTOM CONNECTIONS. EQUIP WITH TWO (2) 2–1/2–INCH HOSE NOZZLES AND ONE (1) 4–1/2–INCH PUMPER NOZZLE. OPERATING NUT SHALL BE 1–1/2–INCH NATIONAL STANDARD PENTAGON NUT. THE MAIN VALVE SHALL BE EQUIPPED WITH O–RING SEALS AND SHALL OPEN WHEN TURNED TO THE LEFT (COUNTERCLOCKWISE). HYDRANTS SHALL BE OF THE BREAK–FLANGE OR SAFETY–TOP TYPE. HYDRANTS SHALL CONFORM TO ANSI/NSF61 AND AWWA C502, LATEST REVISION, AND THIS SPECIFICATION. THE DEPTH OF BURY SHALL BE AS SHOWN. NOZZLE THREADS SHALL BE AMERICAN NATIONAL STANDARD. THE INLET CONNECTION SHALL BE MECHANICAL JOINT.

B.

HYDRANTS SHALL BE:

1.

MUELLER CENTURION, MODEL A–423

FIRE HYDRANT PAINT

A.

HYDRANTS SHALL BE THOROUGHLY CLEANED AND PAINTED IN ACCORDANCE WITH ANSI/AWWA C502, SECTION 4.2, PAINTING, LATEST REVISION.

1.

PRIVATE HYDRANTS SHALL BE PAINTED YELLOW ABOVE THE GROUND LINE.

2.

VILLAGE HYDRANTS SHALL BE PAINTED RED ABOVE THE GROUND LINE.

WATER DISTRIBUTION/FIRE SYSTEM COMPONENT PAINTING

A.

ALL EXPOSED WATER DISTRIBUTION SYSTEM COMPONENTS SHALL BE SHOP PRIMED AS SPECIFIED HEREIN AND FINISH COATED AS FOLLOWS:

SURFACE PREPARATION:

PIPING, FITTINGS, AND VALVES SHALL BE SHOP PRIMED (SHOP PRIMED) APPLICABLE SPECIFICATIONS.

SURFACE PREPARATION (EXISTING):

REMOVE ALL DIRT, OIL, GREASE, CHEMICALS BY HIGH PRESSURE WATER BLASTING. REMOVE ALL RUST AND LOOSE DAMAGED PAINT BY ABRASIVE BLAST CLEANING PER SSPC–SP7 (BRUSH OFF BLAST) OR BY SSPC–SP2 AND 3 HAND & POWER TOOL CLEANING.

SPOT PRIME:

SPOT PRIME ALL BARE METAL AREAS WITH AN EPOXY MASTIC (TNEMEC SERIES 135, CHEMBUILD) AT 5.0 MILS DFT.

PRIME COAT:

EPOXY MASTIC (TNEMEC SERIES 135, CHEMBUILD) 5.0 MILS DFT.

SEALANT:

APPLY SINGLE COMPONENT SEALANT AT LOCATIONS WHERE TWO PIECES OF STEEL OVERLAP, BETWEEN FLANGES, AT BOLTS, ETC.

TOP COAT:

POLYURETHANE (TNEMEC SERIES 740 UVX, 3.0 MILS DFT.

MDFT:

8.0 MILS FOR THE TWO (2) COAT SYSTEM.

B.

DO NOT PAINT EXPOSED STAINLESS STEEL, THREADS, ALUMINUM OR BRASS.

C.

COLOR CODING SHALL BE AS FOLLOWS:

LOCATION OR COMPONENT

GENERIC COLOR

TNEMEC COLOR DESIGNATION

ABOVE GRADE DOMESTIC WATER SERVICE COMPONENTS

BLUE

SC06

LOCATING DEVICES

A.

LOCATOR WIRE (OPEN CUT): LOCATOR WIRE SHALL BE INSTALLED ON ALL BURIED PIPING. LOCATOR WIRE SHALL BE #10 AWG INSULATED STRANDED COPPER WITH 30 MIL (MIN) PROTECTIVE JACKET THAT MATCHES THE COLOR CODING OF THE PIPE.

B.

LOCATOR WIRE (DIRECTIONAL DRILL AND JACK AND BORE): LOCATOR WIRE INSTALLED IN DIRECTIONAL DRILL AND JACK AND BORE INSTALLATIONS SHALL BE SUITABLE FOR THE SERVICE AND HAVE A MINIMUM AVERAGE TENSILE BREAK LOAD OF 600 LBS. LOCATOR WIRE SHALL HAVE A 30 MIL (MIN) PROTECTIVE JACKET THAT MATCHES THE COLOR CODING OF THE PIPE.

C.

WARNING TAPE: WARNING TAPE SHALL BE INSTALLED ON ALL BURIED PIPING. WARNING TAPE SHALL BE A 6–INCH WIDE AND MADE OF POLYETHYLENE 4 MIL THICK (MIN). WARNING TAPE SHALL BE A BRIGHT, FADE RESISTANT COLOR WITH THE APPROPRIATE LEGEND REPEATED CONTINUOUSLY THROUGHOUT THE ENTIRE LENGTH. WARNING TAPE FOR POTABLE WATER PIPE SHALL BE BLUE READING "CAUTION– BURIED WATER LINE BELOW". WARNING TAPE FOR RECLAIMED WATER PIPE SHALL BE PURPLE READING "CAUTION–BURIED RECLAIMED WATER LINE BELOW".

DSGN: 2 - Design by

DR: 3 - Drawn by

CHK: 4 - Checked by

APVD: 5 - Approved by

VERIFY SCALE

1"

BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.

No.

DATE

REVISIONS

BY

APVD

CONSULTANT

VILLAGE OF PALM SPRINGS

VILLAGE UTILITY STANDARDS UPDATED MAY 2019

SPECIFICATIONS - WATER DISTRIBUTION

DWG NO. 7 OF 46

SHEET SPEC-03

PROJ. NO. 400-080_00

DATE JULY 2, 2019

FINAL SUBMITTAL

9

8

7

6

5

4

3

2

1

REVISIONS

NO.

DATE

EMILIANO OROZCO P.E.

949 SW 122 AVE. MIAMI FL 33184

PHONE: (786) 715-7125

E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD

VILLAGE OF PALM SPRINGS, FL 33461

SEAL

DATE 04-12-19

SCALE AS SHOWN

DESIGNED E.O.

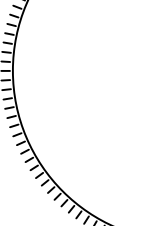
DRAWN A.G.

CHECKED

DRAWING NO.

C-9

SHEET 9 OF 20

 SEAL	
DATE 04-12-19	CHECKED
SCALE AS SHOWN	
DESIGNED E.O.	
DRAWN A.G.	
DRAWING NO. C-10	
SHEET 10 OF 18	

File name: C:\Civil 3D Projects\400-080.01_Village Utility Standards Update - 2018\01_Working\400-080.01_Specs - Waste Water Collection.dwg; Plotted @: 8/23/2019 2:00:42 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: FINAL SUBMITTAL

FLUSHING, TESTING, AND DISINFECTION				ALLOWANCE WILL BE MADE FOR SERVICE LINES OR FIRE HYDRANTS.				COINCIDE WITH THE REPORT AND RECORD DRAWINGS. THE REPORT AND RECORDING SHALL INDICATE THE LOT NUMBER AND/OR ADDRESS THE TAP IS INTENDED TO SERVE.				4. THE FIRST TEST SHALL BE 12-INCH ABOVE THE TOP OF PIPE OR THE WATER TABLE, AND IN 6-INCH LIFTS THEREAFTER.				
FLUSHING				B. DISINFECTION				D. DEAD-ENDS OR ABANDONMENTS: IF A FUTURE STUB, DEAN-END OR OBSTRUCTION CAUSE (NOT ENDING IN A MANHOLE), OR ABANDONMENT OF VIDEO DUE TO OBSTRUCTION ETC., A STILL IMAGE SHALL BE SHOWN ON THE REPORT AND RECORDING FOR INSPECTION. THE REPORT AND RECORDING SHALL INCLUDE AN EXPLANATION FOR WHAT IS SHOWN.				B. BACKFILL TESTING FEES SHALL BE PAID BY CONTRACTOR (TESTING LAB SHALL BE APPROVED BY VILLAGE).				
A. UPON COMPLETION OF THE PIPE INSTALLATION FOR ANY SERVICE, THE MAINS SHALL BE CANNON FLUSHED TO REMOVE DIRT AND ANY OTHER FOREIGN MATTER BY ACHIEVING A MINIMUM VELOCITY OF 5 FEET PER SECOND ON PIPE SIZES UP TO AND INCLUDING 12-INCHES AND 2.5 FEET PER SECOND ON PIPE GREATER THAN 12-INCHES. THE DURATION OF THE FLUSHING SHALL BE SUFFICIENT TO PROVIDE A MINIMUM FLUSH VOLUME EQUAL TO THREE TIMES THE INTERNAL VOLUME OF THE PIPELINE BEING FLUSHED. TEMPORARY FITTINGS, PIPE, ETC. MAY BE USED TO FACILITATE CANNON FLUSHING.				1. DISINFECTION OF SERVICE LINES SHALL BE DONE IN CONJUNCTION WITH THE DISINFECTION OF THE LATERAL OR MAIN LINE. SUFFICIENT SAMPLING POINTS SHALL BE TAKEN FROM SERVICE LINE CONNECTIONS TO ASSURE UNIFORM RESULTS THROUGHOUT THE SYSTEM BEING TESTED.				E. EXISTING SEWER SYSTEM: THE EXISTING SEWER SYSTEM MUST BE INSPECTED ANDSHOWN ON THE REPORT. THIS SHALL BE FROM THE TIE IN MANHOLE TO THE NEXT DOWNSTREAM MANHOLE. THE VILLAGE RESERVES THE RIGHT TO REQUEST ADDITIONAL TELEVISION INSPECTION INFORMATION OR REINSERTION TO INSURE AN ACCEPTABLE COMPLETION.				A. TWO SEPARATE SUMP TESTS SHALL BE PERFORMED. THE FIRST TEST SHALL BE DONE AFTER THE VALVE PIT BOTTOM HAS BEEN JOINED WITH THE COLLECTION SUMP BUT PRIOR TO ANY HOLES BEING FIELD CUT. THIS IS DONE TO TEST THE 0-RING AND OVERALL WATER TIGHTNESS OF THE JOINT BETWEEN THESE TWO PARTS. THE SECOND TEST IS PERFORMED AFTER ALL HOLES IN THE SUMP HAVE BEEN FIELD CUT, GROMMETS AND STUB-OUT PIPES INSTALLED AND THE ENTIRE VALVE PIT ASSEMBLY INSTALLED IN THE GROUND. THIS TEST IS DONE TO TEST THE GROMMETS, THE STUB-OUTS AND THE OVERALL SUMP ASSEMBLY.				
1. PRIOR TO THE ACTUAL LINE FLUSHING OPERATION, THE CONTRACTOR SHALL NOTIFY THE VILLAGE OF THE INTENDED WATER USE. NO FLUSHING SHALL TAKE PLACE WITHOUT A VILLAGE REPRESENTATIVE PRESENT.				2. TESTING SHALL NOT PROCEED UNTIL FACILITIES HAVE BEEN BACKFILLED AND THE LAYING OF ROADWAY BASE IS COMPLETE.				A. LINES SHALL SHOW FULL CIRCLE OF LIGHT WHEN LAMPED BETWEEN MANHOLES FOR LINE SECTIONS WITH COMPLETE PIPE REPLACEMENT.				B. SUMP TESTING SHALL BE DONE AS FOLLOW:				
2. FLUSHING WILL NOT BE SCHEDULED UNTIL THE VILLAGE HAS APPROVED PRELIMINARY RECORD DRAWINGS, UNLESS IT IS REQUIRED TO FACILITATE CONSTRUCTION OF WATER MAINS.				3. PIPE TESTING SHALL CLOSELY FOLLOW PIPE LAYING. NO MORE THAN 1,000 FEET OF PIPE SHALL REMAIN UNTESTED AT ANY TIME.				1. DEFLECTION TESTING IS REQUIRED AFTER THE FINAL BACKFILL HAS BEEN IN PLACE AT LEAST 30 DAYS TO PERMIT STABILIZATION OFTHE SOIL-PIPE SYSTEM. A NINE POINT MANDREL SHALL BE PASSED THROUGH EACH NEW FLEXIBLE PIPE SECTION INSTALLED AFTER FULL BACKFILL HAS BEEN PLACED. THE MAXIMUM PIPE DIAMETER DEFLECTION SHALL NOT EXCEED 5%. A MECHANICAL PULLING DEVISE SHALL NOT BE USED TO CONDUCT DEFLECTION TESTS.				1. ATTACH PROVIDED SUMP TEST ASSEMBLY ONTO THE END OF THE 3-INCH SUCTION PIPE INSIDE THE VALVE PIT WITH A 3-INCH NO-HUB OR FERNCO COUPLING AND PVC TEST CAP.				
B. POLY-PIGGING (2X) IS REQUIRED FOR ALL WATER MAINS OR FORCE MAINS WHEN REQUESTED BY VILLAGE.				B. AIR TESTING				CONSTRUCTION TOLERANCES				3. INSTALL A TEST PLUG IN THE SUMP BREATHER HOLE USING THE RUBBER SEAL PROVIDED. APPLY SILICONE SPRAY TO THE RUBBER SEAL BEFORE INSTALLATION. TURN 90 DEGREES TO MAKE A TIGHT SEAL.				
C. NO EXISTING VALVE SHALL BE OPERATED EXCEPT BY VILLAGE PERSONNEL.				2. THE FOLLOWING LOW-PRESSURE AIR TESTING PROCEDURES SHALL BE USED:				A. THE FOLLOWING ARE THE ALLOWABLE LINE AND GRADE TOLERANCES FOR GRAVITY SEWER INSTALLATION AS IDENTIFIED BY THE AS-BUILT SURVEY AND TELEVISION INSPECTION REPORT. ANY PIPES OR MANHOLES SHALL BE RECONSTRUCTED OR REPLACED TO MEET THE ACCEPTANCE CRITERIA.				4. PRESSURIZE THE COLLECTION SUMP THROUGH THE AIR CHUCK ON THE PVC TEST CAP.				
HYDROSTATIC TESTING				a. ISOLATE EACH SECTION OF THE GRAVITY WASTEWATER MAIN TO BE TESTED BETWEEN MANHOLES USING INFLATABLE AIR PLUGS THAT ARE SECURELY PLACED AT THE ENDS OF THE SECTION OF THE MAIN TO BE TESTED.				PIPE:				5. TEST AT 40-INCH WATER GAUGE PRESSURE. LEAKAGE MUST BE UNDER 1-INCH WATER GAUGE IN ONE (1) MINUTE.				
WATER MAINS AND FORCE MAINS SHALL BE TESTED IN ACCORDANCE WITH ANSI/AWWA STANDARD C600 LATEST REVISION.				b. INTRODUCE AIR PRESSURE SLOWLY TO APPROXIMATE 4 PSIG.				1. HORIZONTAL AND VERTICAL ALIGNMENT OF GRAVITY SEWER LINES SHALL NOT VARY FROM DESIGN LINE AND GRADE AN ANY POINT LONG THE PIPE BY MORE THAN 1% OF THE INSIDE DIAMETER OF THE PIPE OR 1/4-INCH, WHICHEVER IS LARGER.				6. IF LEAK TEST FAILS THE CONTRACTOR MUST LOCATE THE LEAK, REPAIR IT AND RETEST.				
A. HYDROSTATIC TESTS:				c. DETERMINE THE GROUND WATER ELEVATION ABOVE THE SPRING LINE OF THE PIPE. FOR EVERY FOOT OF GROUNDWATER ABOVE THE SPRING LINE OF THE PIPE, INCREASE THE STARTING AIR TEST PRESSURE BY 0.43 PSIG. DO NOT INCREASE THE PRESSURE ABOVE 8 PSIG.				2. THIS TOLERANCE IS ALLOWED FOR TRENCHED GRAVITY SEWER LINES ONLY IF THE DESIGN LINE AND GRADE ARE SUFFICIENT TO PREVENT BACKSLOPE WHEN TOLERANCE LIMITS ARE REACHED.				VACUUM LINE TESTING -- DAILY TESTING				
1. AFTER A NEW WATER MAIN OR FORCE MAIN HAS BEEN LAID AND BACKFILLED, IT SHALL BE PUMPED TO A PRESSURE OF 150 PSI AND ALL VISIBLE LEAKS STOPPED BY APPROVED METHODS. DURING THE TEST, THE PRESSURE CANNOT DROP MORE THAN 2.5 PSI BELOW THE STARTING PRESSURE POINT.				d. ALLOW THE PRESSURE TO STABILIZE FOR AT LEAST 5 MINUTES. ADJUST THE PRESSURE TO 3.5 PSIG OR INCREASE THE PRESSURE AS DETERMINED ABOVE WHEN GROUNDWATER IS PRESENT.				3. REVERSE SLOPE ON GRAVITY PIPE SHALL NOT BE ALLOWED AT ANY POINT ALONG THE PIPE.				A. A TWO (2) HOUR VACUUM TIGHTNESS TEST OF ALL SEWER MAINS AND LATERAL CONNECTIONS SHALL BE CONDUCTED DAILY AS FOLLOWS:				
2. A LEAKAGE TEST SHALL THEN BE CONDUCTED AT THE ABOVE MENTIONED PRESSURE AND NO INSTALLATION WILL BE ACCEPTABLE BY THE VILLAGE UNTIL THE LEAKAGE IS LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:				e. START THE TEST.				MANHOLES				1. PLUG ALL OPEN CONNECTIONS WITH RUBBER STOPPERS OR TEMPORARY CAPS, FITTER TO THE PIPE BY "NO-HUB" COUPLINGS.				
L = (S X DX ^P)/148,000				f. DETERMINE THE TEST DURATION FOR EACH SEWER SECTION WITH A SINGLE PIPE SIZE. SEE TABLE 1, SHEET SPEC-16. DO NOT MAKE ALLOWANCES FOR LATERALS.				0 TO 90 DEGREES: AVERAGE SLOPE BETWEEN INLET AND OUTLET PIPES 10 TO 45 DEGREES: 0.05 46 TO 90 DEGREES: 0.10				2. THERE SHALL BE ABSOLUTELY NO WATER ALLOWED TO BE ADMITTED INTO THE PIPING NETWORK DURING THIS TEST.				
IN WHICH L EQUALS THE ALLOWABLE LEAKAGE IN GALLONS PER HOUR; S IS THE LENGTH OF LINE IN FEET BEING TESTED; D IS THE NOMINAL DIAMETER OF THE PIPE IN INCHES; AND P IS THE AVERAGE TEST PRESSURE DURING THE LEAKAGE TEST IN POUNDS PER SQUARE INCH. THE TEST IS USUALLY MAINTAINED FOR TWO HOURS BUT IT MAY BE CONTINUED FOR ONE ADDITIONAL HOUR IF IT BECOMES APPARENT THAT THE LEAKAGE IS EQUAL TO OR GREATER THAN THE AMOUNT ALLOWABLE. WATER SUPPLIED TO THE MAIN DURING THE TEST TO MAINTAIN THE REQUIRED PRESSURE SHALL BE MEASURED BY A 5/8-INCH METER INSTALLED ON THE DISCHARGE SIDE OF THE TEST PUMP, OR BY PUMPING FROM A CALIBRATED CONTAINER.				g. RECORD THE DROP IN PRESSURE DURING THE TEST PERIOD. IF THE AIR PRESSURE HAS DROPPED MORE THAN 1.0 PSIG. DURING THE TEST PERIOD, THE SECTION OF MAIN BEEN TESTED HAS FAILED. OTHERWISE, THE SECTION OF MAIN BEEN TESTED HAS PASSED.				2. ALL INVERT SLOPES SHALL BE POSITIVELY SLOPING DOWNSTREAM. STANDING WATER CAUSED BY A REVERSE SLOPE SHALL NOT BE ALLOWED.				3. THERE SHALL BE NO LOSS IN VACUUM IN EXCESS TO 1% PER HOUR FOR A TWO HOUR TEST PERIOD.				
3. EACH SECTION OF MAIN BEING TESTED SHALL BE LIMITED TO A MAXIMUM LENGTH OF 1000- FEET. ANY QUESTIONS PERTAINING TO PROCEDURES USED DURING THE TEST SHALL BE DIRECTED TO THE VILLAGE.				h. WHEN A SECTION OF MAIN FALLS THE TEST, THE SOURCE OF THE AIR LEAK SHALL BE DETERMINED, THE APPROPRIATE CORRECTIONS MADE, AND THE PIPE RETESTED.				TESTING BACKFILL				4. THERE SHALL BE ABSOLUTELY NO WATER ALLOWED TO BE ADMITTED INTO THE PIPING NETWORK DURING THIS TEST.				
4. NO ALLOWABLE LEAKAGE SHALL BE PERMITTED FOR FIRE HYDRANTS.				i. ALL TESTING RESULTS SHALL BE DOCUMENTED USING THE VILLAGE'S LOW PRESSURE AIR TEST FORM.				A. COMPACTION AND DENSITIES TESTING				5. AS PIPE IS LAID THE NEW SECTION SHALL BE TESTED IN ADDITION TO THE PREVIOUSLY LAID PIPE ON THAT MAIN.				
B. BACTERIOLOGICAL TESTS (CONTRACTOR PAYS TESTING LABORATORY):				3. INFILTRATION: AFTER THE WORK IS COMPLETE, THE SEWERS OR SECTIONS SHALL BE TESTED FOR INFILTRATION. ANY SECTION IN WHICH INFILTRATION OF WATER IS DETECTED WILL BE REJECTED UNTIL CORRECTIVE WORK HAS BEEN PERFORMED. NO INFILTRATION WILL BE ALLOWED FOR ANY ONE TRUNK, MAIN, LATERAL, OR SEGMENT BETWEEN MANHOLES.				METHODS OF CONTROL AND TESTING OF BACKFILL CONSTRUCTION TO BE EMPLOYED IN THIS WORK ARE:				B. IF THE CONTRACTOR SUCCESSFULLY PASSES THE DAILY TWO HOUR TEST FOR SEVEN (7) CONSECUTIVE WORKING DAYS OR TWO THOUSAND (2,000) FEET OF PIPE, A REQUEST TO MODIFY THE TEST PROCEDURES MAY BE MADE TO THE ENGINEER. IF SO APPROVED BY THE ENGINEER, THE DAILY TWO (2) HOUR VACUUM TEST PROCEDURE MAY BE MODIFIED AS FOLLOWS:				
1. AFTER THE WATER MAINS HAVE SATISFIED THE LEAKAGE TESTING REQUIREMENTS THEY SHALL BE FLUSHED THROUGH OPENINGS OF THE REQUIRED SIZE AS DETAILED IN ANSI/AWWA STANDARD C651 LATEST REVISION. THE MAIN SHALL THEN BE DISINFECTED IN ACCORDANCE WITH THE PROVISIONS OF THE APPLICABLE SECTIONS OF THE ABOVE NAMED AWWA STANDARD. ON MAIN BREAKS, CUT-INS, ETC. A LIBERAL APPLICATION OF SODIUM HYPOCHLORITE SHALL BE MADE; 50 PPM CHLORINE DURING A 24 HOUR PERIOD.				TELEVISION INSPECTION REPORT INFORMATION				1. MAXIMUM DENSITY OF ALL BACKFILL MATERIAL SHALL BE DETERMINED BY ASSHTO T-180 (ASTM D 1557).				1. THE PROCEDURE MAY BE ALTERED TO ALLOW THE TRENCH TO BE COVERED AS WORK PROGRESSES RATHER THAN BEING KEPT OPEN ALL DAY AS IN THE NORM WITH TWO HOUR TEST.				
2. MAINS SHALL NOT BE PUT INTO DOMESTIC SERVICE UNTIL THE NECESSARY BACTERIOLOGICAL SAMPLES HAVE BEEN APPROVED BY THE APPLICABLE REGULATORY AGENCIES.				A. MANHOLES: THE REPORT AND RECORDING SHALL START WITH ZERO (00+00) STATION NUMBERS AT EACH MANHOLE UPSTREAM AND END WITH THE STATION NUMBER AT THE NEXT DOWNSTREAM MANHOLE. IF AN INSPECTION HAS TO BE CONDUCTED STARTING AT THE DOWNSTREAM MANHOLE, A WRITTEN EXPLANATION MUST BE SUBMITTED TO THE INSPECTOR WITH THE REPORT AND RECORDING.				2. LABORATORY AND FIELD DENSITY TESTS, WHICH, IN THE OPINION OF THE VILLAGE ARE NECESSARY TO ESTABLISH COMPLIANCE WITH THE COMPACTION REQUIREMENTS OF THESE SPECIFICATIONS, SHALL BE MADE AT SUCH DEPTHS AND LOCATIONS AS SELECTED BY THE VILLAGE.				2. SHOULD A LINE FAIL THE VACUUM TEST WHILE UTILIZING THIS TEST MODIFICATION, THE CONTRACTOR SHALL TAKE WHATEVER ACTION NECESSARY AT HIS OWN EXPENSE TO SUCCESSFULLY PASS THE TEST INCLUDING THE RE-EXCAVATION OF THE TRENCH, LEAK DETECTION, LINE REPAIR, AND ADDITIONAL CLEANUP AS REQUIRED BY ENGINEER.				
WATER SERVICE LINES				B. PIPE LINE: PROVIDE START AND END STATION NUMBERS FOR PIPE MATERIAL CHANGES.				3. TRENCH BACKFILL WHICH DOES NOT COMPLY WITH THE SPECIFIED DENSITIES, AS INDICATED BY SUCH TESTS, SHALL BE REWORKED AND RECOMPACTED UNTIL THE REQUIRED COMPACTION IS SECURED, AT NO ADDITIONAL COST TO THE VILLAGE.				3. AFTER A FAILURE, THE CONTRACTOR MUST RETURN TO THE STANDARD TESTING PROCEDURES IN ORDER TO "RE-QUALIFY" FOR THE MODIFIED TESTING AGAIN.				
A. HYDROSTATIC TESTING				C. TAPS: EACH TAP SHALL HAVE A STATION NUMBER SHOWN ON THE RECORDING AND												

9

8

7

6

5

4

3

2

1

A

B

C

D

E

F

G

H

I

J

K

L

M

N

O

P

FLUSHING, TESTING, AND DISINFECTION (CONTINUED)

4. THIS TEST MODIFICATION IS OPTIONAL, AS SUCH, THE CONTRACTOR ASSUMES ALL LIABILITY IN ITS USED, EVEN IF APPROVED BY THE ENGINEER.

VACUUM LINE TESTING – FINAL ACCEPTANCE TEST

A. A FOUR (4) HOUR VACUUM TIGHTNESS TEST OF THE COMPLETE VACUUM PIPING NETWORK, INCLUDING ALL SEWER MAINS AND LATERAL CONNECTIONS SHALL BE CONDUCTED AS FOLLOWS:

1. SUBJECT THE ENTIRE SEWAGE SYSTEM TO A VACUUM OF 22 INCHES Hg, ALLOW TO STABILIZE FOR 15 MINUTES.

2. THERE SHALL BE NO LOSS GREATER THAN 1% PER HOUR OVER A FOUR (4) HOUR TEST PERIOD.

3. THERE SHALL BE ABSOLUTELY NO WATER ALLOWED TO ENTER THE PIPING SYSTEM OR THE VACUUM STATION DURING THIS TEST.

B. CONTRACTOR TO PROVIDE 48 HOURS NOTICE TO ENGINEER PRIOR TO TEST.

C. CONTRACTOR TO ASSURE ALL DIVISION VALVES ARE OPEN PRIOR TO BEGINNING OF FINAL ACCEPTANCE TEST.

D. FINAL ACCEPTANCE TEST SHALL BE RECORDED ON APPROVED VACUUM CHART RECORDER. THIS CHART WILL NOT BE CONSIDERED VALID UNLESS WITNESSED BY ENGINEER ON TEST EQUIPMENT AT BEGINNING AND THE END OF VACUUM TEST PERIOD.

E. ENGINEER WILL SIGN AND DATE CHART TO VERIFY WITNESS OF TEST. THIS SIGNATURE DOES NOT INDICATE ACCEPTANCE OF THE SYSTEM.

VACUUM LINE FLUSHING

A. AFTER SUCCESSFUL FINAL FOUR (4) HOUR ACCEPTANCE TESTING, FLUSH LINES TO REMOVE DEBRIS AND FOREIGN MATERIALS THAT ACCUMULATED DURING CONSTRUCTION.

B. SUGGESTED PROCEDURE IN THE ABSENCE OF SPECIAL TEST APPARATUS, THIS PROCEDURE WILL REQUIRE THE USE OF VACUUM VALVES, WHICH MUST BE INSTALLED BY THE CONTRACTOR.

1. PLACE SYSTEM UNDER VACUUM.

2. ADD WATER AND AIR IN CONTROLLED AMOUNTS TO VALVE PITS AT EXTREME ENDS OF THE SYSTEM.

3. UTILIZE SYSTEM VACUUM TO TRANSPORT WATER AND DEBRIS TO COLLECTION POINT.

4. CONTINUE PROCEDURE UNTIL WATER ENTERING AT COLLECTION POINT IS FREE OF CONTAMINATION OR DEBRIS.

5. IF THE VACUUM COLLECTION TANK IS USED AS THE COLLECTION POINT, MONITOR VOLUME OF LIQUID IN TANK AND PUMP OUT AS NECESSARY.

6. USE SYSTEM SEWAGE PUMPS ONLY AFTER VERIFYING THAT NO DEBRIS IS PRESENT IN COLLECTION TANK.

7. IF DEBRIS IS PRESENT, USE OTHER METHODS TO EMPTY COLLECTION TANK.

8. AT COMPLETION OF FLUSHING, CLEAN COLLECTION TANK OF ALL COLLECTED DEBRIS.

9. SEAL SYSTEM AND MAKE READY TO PLACE INTO OPERATION.

C. ALTERNATE FLUSHING PROCEDURE SUBJECT TO ENGINEER’S REVIEW AND APPROVAL.

FINAL SYSTEM TESTING

A. AFTER ACCEPTANCE TESTING, FINAL SYSTEM TESTING SHALL BE COMPLETED TO ENSURE THAT THE SYSTEM OPERATES AT THE DESIGN CONDITIONS. FINAL SYSTEM TESTING CAN BE DONE AT THE SAME TIME AS LINE FLUSHING IF APPROVED BY THE ENGINEER

B. VACUUM PUMP STATION AND CONNECTING VACUUM MAINS FROM THE PHASE TO THE STATION MUST BE IN OPERATION PRIOR TO FINAL SYSTEM TESTING.

C. SUGGESTED PROCEDURE:

1. PLACE SYSTEM UNDER VACUUM.

2. THE DESIGN LIQUID FLOW SHALL BE USED FOR TESTING.

3. ADD WATER AT THE DESIGN LIQUID FLOW RATE EVENLY DISTRIBUTED AT THE EXTREME ENDS OF THE SYSTEM. THE VACUUM VALVE DOES NOT NEED TO BE INSTALLED TO COMPLETE THIS. WATER ADDED TO THE SYSTEM MUST BE METERED AT EACH LOCATION WHERE THE WATER IS ADDED.

4. MEASURE THE WATER AT THE VACUUM PUMP STATION TO ENSURE THAT IT IS EQUAL TO THE WATER BEING INTRODUCED INTO THE SYSTEM.

5. SEAL SYSTEM AND MAKE READY TO PLACE INTO OPERATION.

TABLE 1 – MINIMUM TIME REQUIRED FOR A 1.0 PSI PRESSURE DROP

PIPE DIAM.	MIN TIME	LENGTH FOR MIN TIME	TIME FOR LONGER LENGTHS	SPECIFICATION TIME FOR LENGTH (L) SHOWN (MIN:S)							
(IN)	(MIN:S)	(FT)	(S)	100 FT	150 FT	200 FT	250 FT	300 FT	350 FT	400 FT	450 FT
4	3:36	597	0.380L	3:46	3:46	3:46	3:46	3:46	3:46	3:46	3:46
6	5:40	398	0.854L	5:40	5:40	5:40	5:40	5:40	5:42	5:42	6:24
8	7:34	298	1.520L	7:34	7:34	7:34	7:34	7:36	10:08	10:08	11:24
10	9:26	239	2.374L	9:26	9:26	9:26	9:53	11:52	13:51	15:49	17:48
12	11:20	199	3.418L	11:20	11:20	11:24	14:15	17:05	19:56	22:47	25:38
15	14:10	159	5.234L	14:10	14:10	17:48	22:15	26:42	31:09	35:36	40:04
18	17:00	133	7.692L	17:00	19:13	25:38	32:03	38:27	44:52	51:16	57:41
21	19:50	114	10.470L	19:50	26:10	35:54	43:37	52:21	61:00	69:48	78:31
24	22:40	99	13.674L	22:47	34:11	45:34	56:58	68:22	79:46	91:10	102:33
27	25:30	88	17.306L	28:51	43:16	57:41	72:07	86:32	100:57	115:22	129:48
30	28:20	80	21.366L	35:37	53:25	71:13	89:02	106:50	124:38	142:26	160:15
33	31:10	72	25.852L	43:05	64:38	86:10	17:43	129:16	150:43	172:21	193:53
36	34:00	66	30.768L	51:17	76:55	102:34	128:12	153:50	179:29	205:07	230:46

	DSGN: 2 - Design by	VERIFY SCALE			FINAL SUBMITTAL					CONSULTANT	VILLAGE OF PALM SPRINGS	SPECIFICATIONS - FLUSHING, TESTING, AND DISINFECTION	DWG NO. 20	SHEET SPEC-16
	DR: 3 - Drawn by	1"											OF 46	PROJ. NO. 400-080.00
	CHK: 4 - Checked by	BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.												
	APVD: 5 - Approved by													
No.	DATE	REVISIONS	BY	APVD									DATE JULY 2, 2019	

File name: C:\Civil 3D Projects\400-080.01_Village Utility Standards Update - 2018\01_Working\400-080.01_Specs - Flushing, Testing, and disinfection.dwg; Plotted @: 8/23/2019 2:01:33 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: FINAL SUBMITTAL

FINAL SUBMITTAL

REVISIONS	
NO.	DATE

EMILIANO OROZCO P.E.

949 SW 122 AVE. MIAMI FL 33184

PHONE: (786) 715-7125

E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD

VILLAGE OF PALM SPRINGS, FL 33461

SEAL

DATE 04-12-19

SCALE AS SHOWN

DESIGNED E.O.

DRAWN A.G.

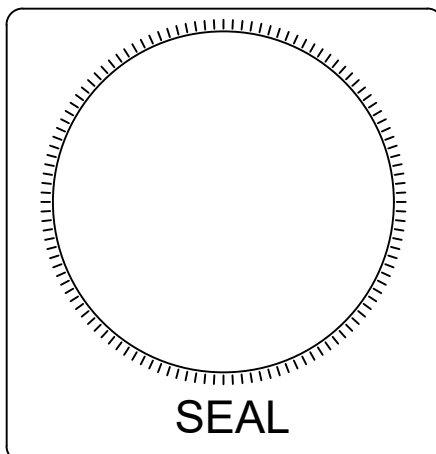
CHECKED

DRAWING NO. C-12

SHEET 12 OF 18

EMILIANO OROZCO P.E.:
949 SW 122 AVE. MIAMI FL 33184
PHONE: (786) 715-7125
E-MAIL: emilianocentury21@gmail.com

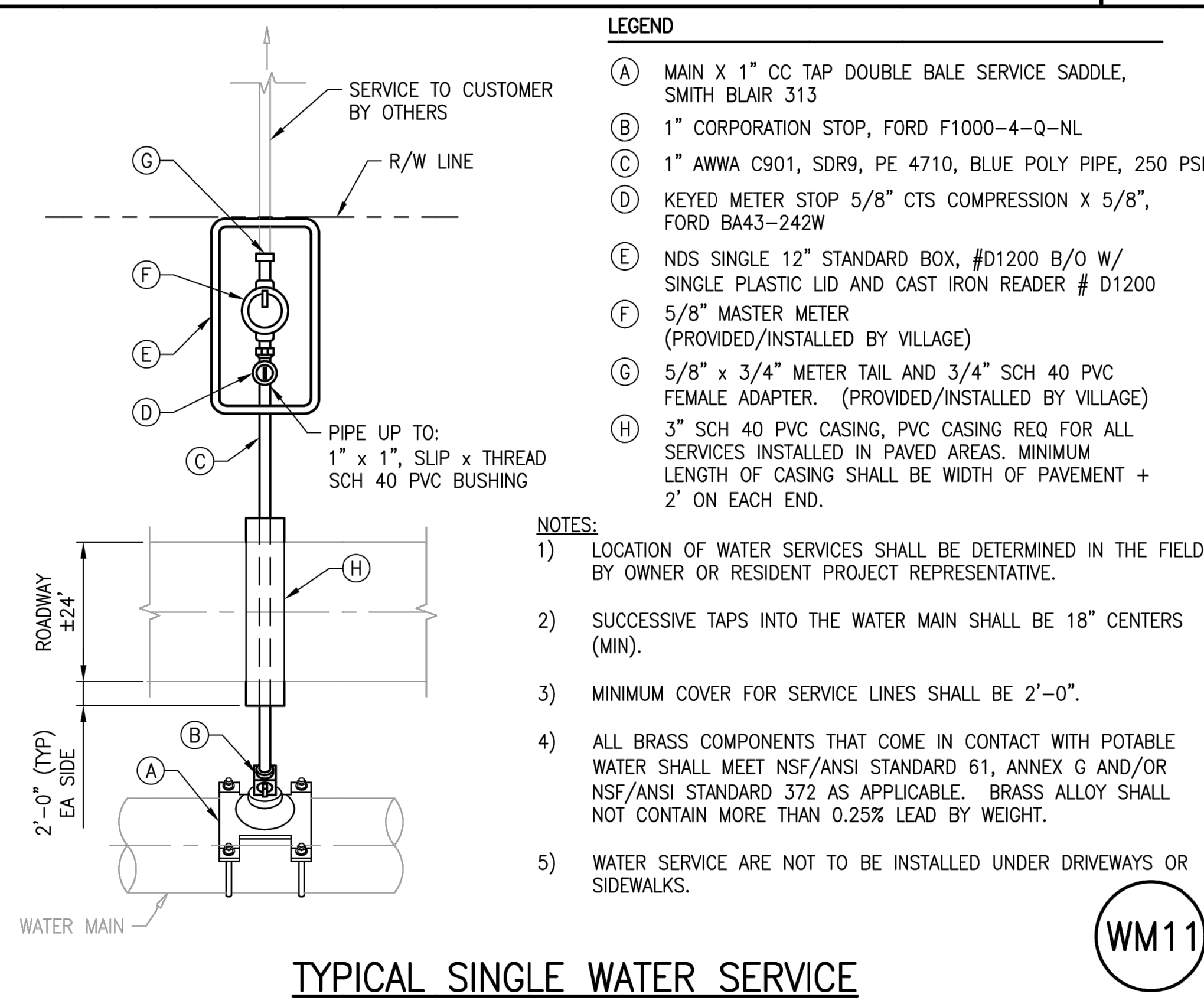
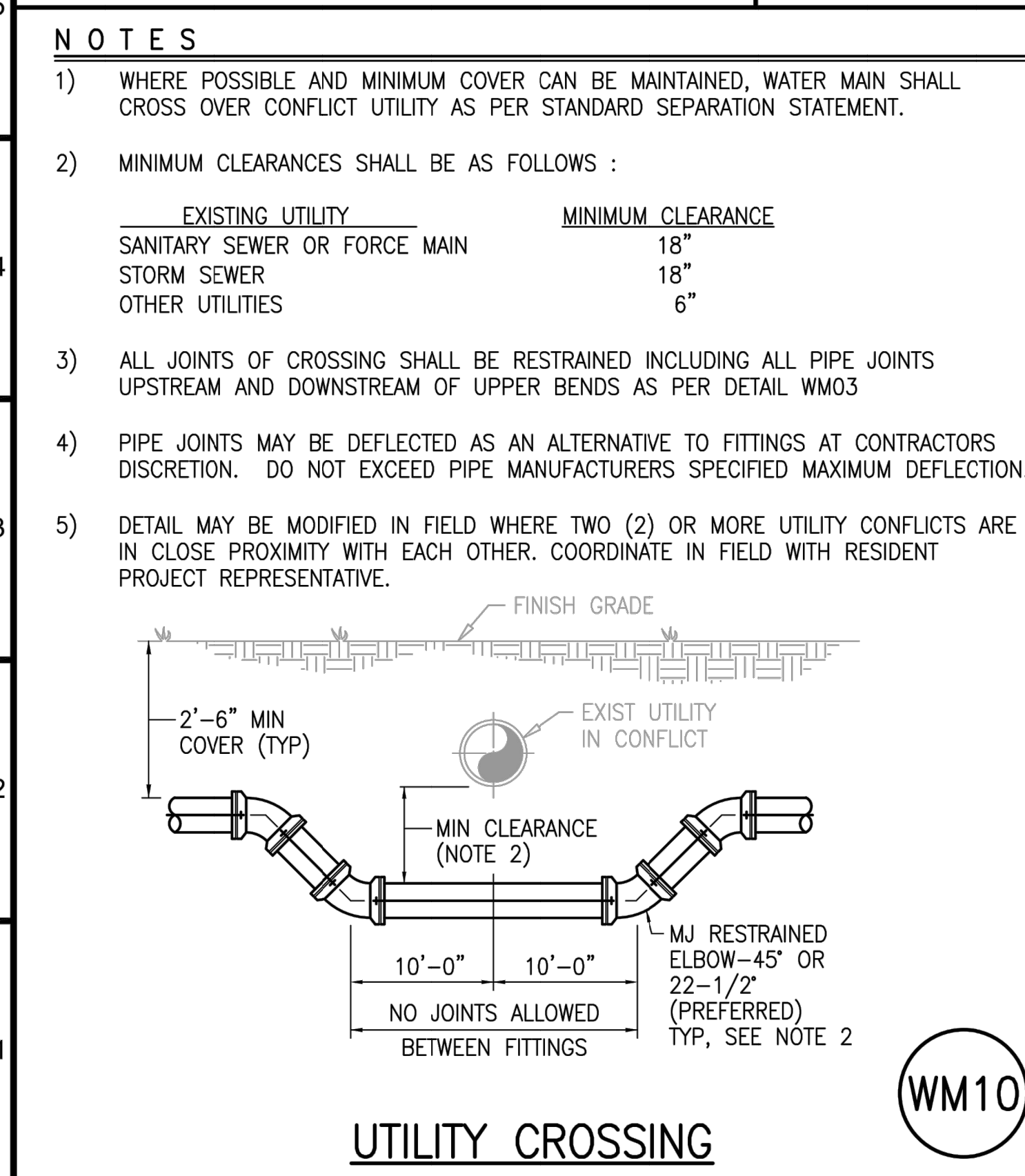
3673 COCONUT RD
VILLAGE OF PALM SPRINGS, FL. 33461

DRAWN
A.G.

CHECKED

C-14

SHEET 14 OF 18



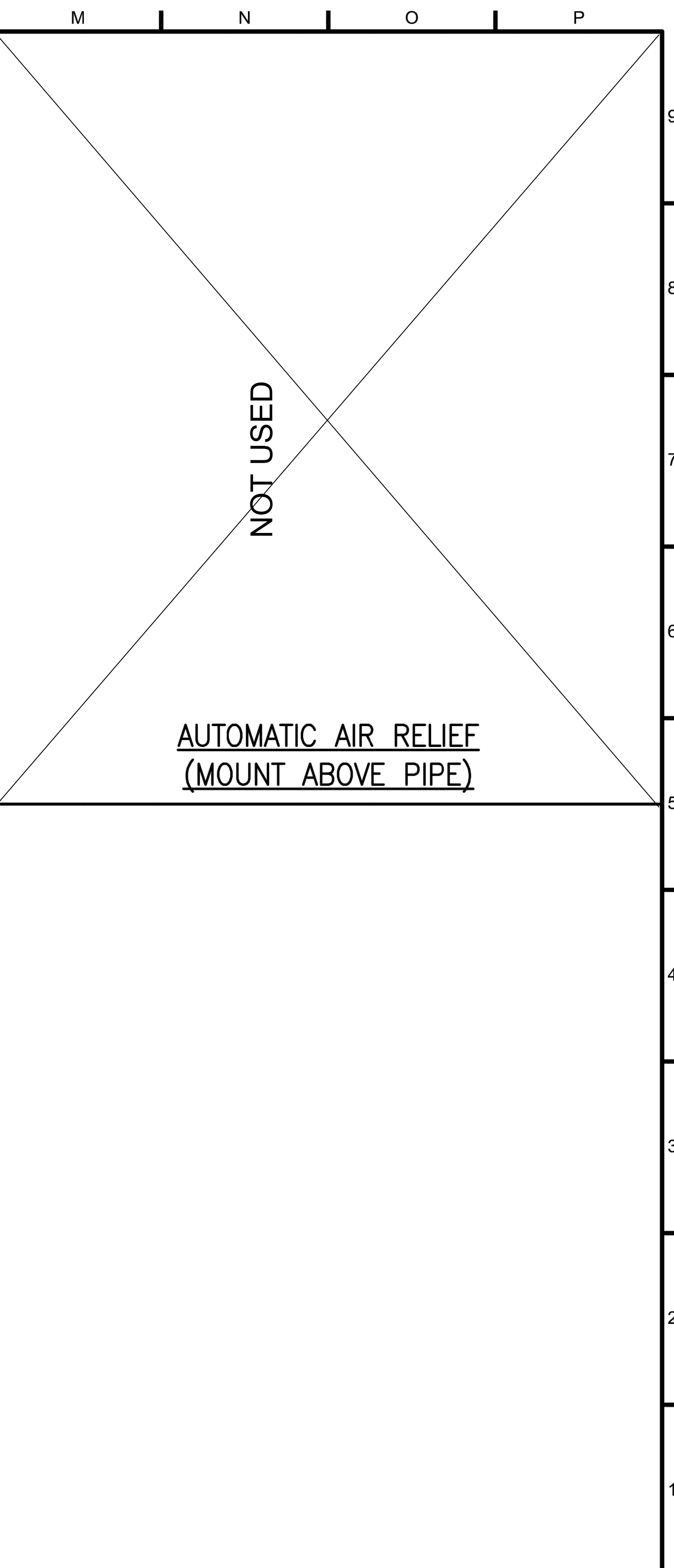
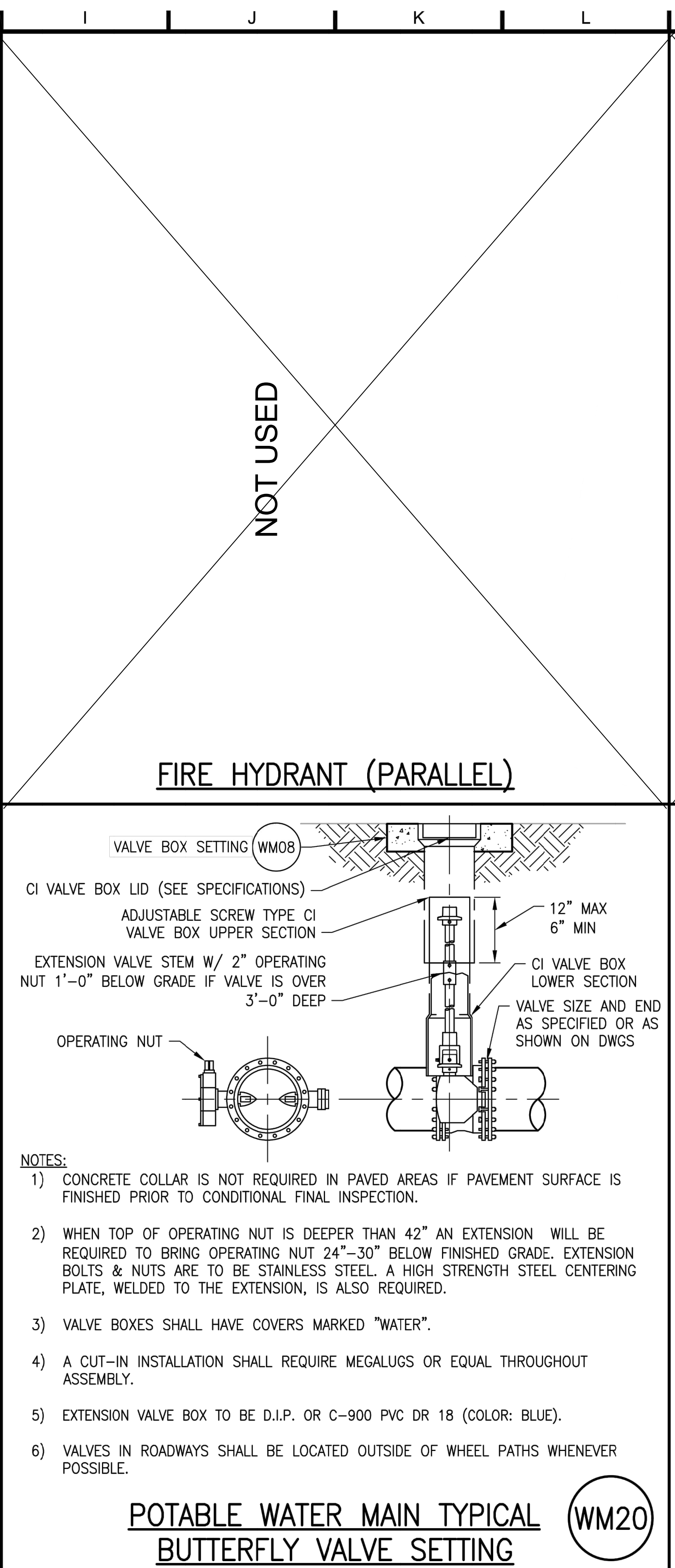
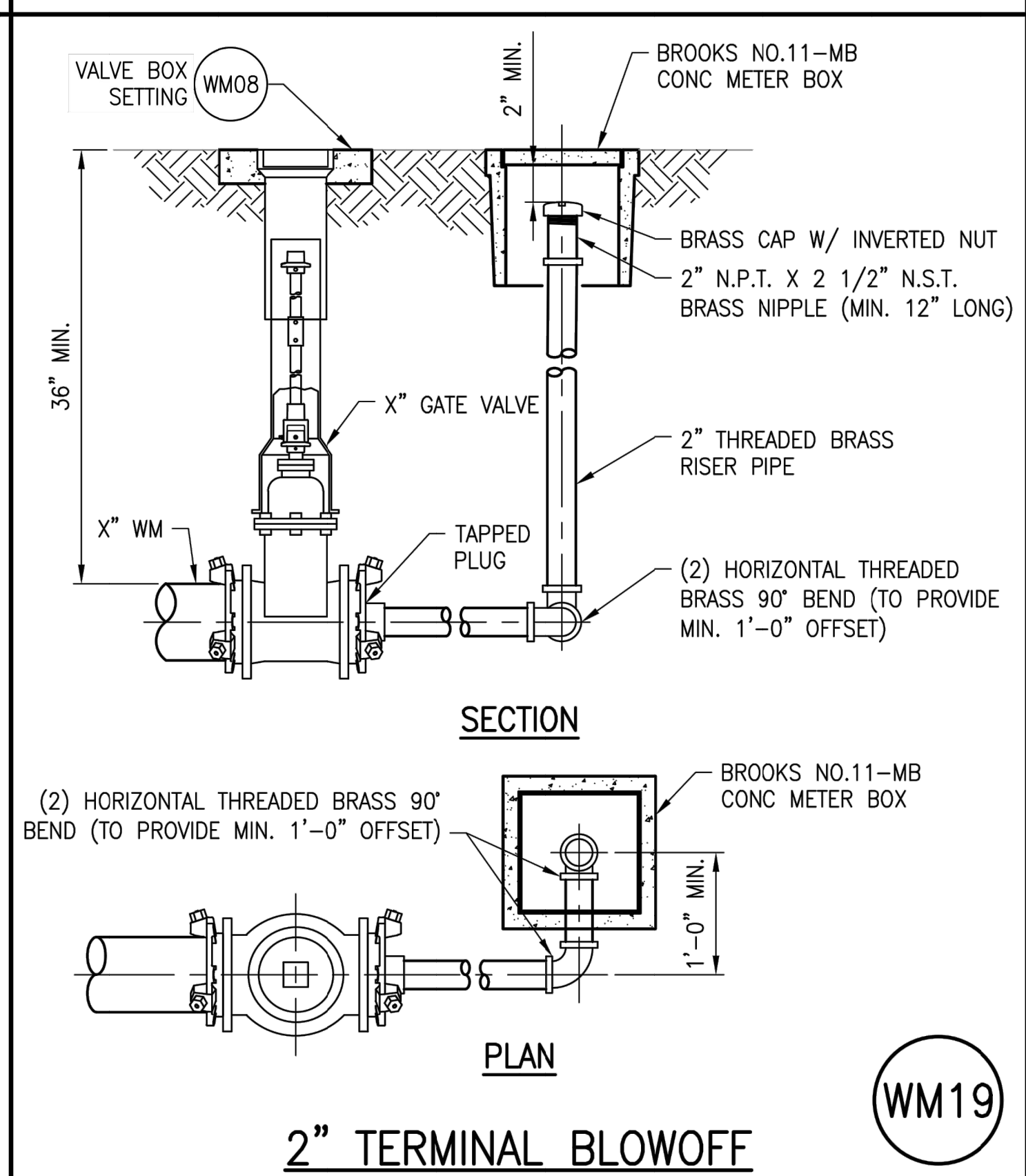
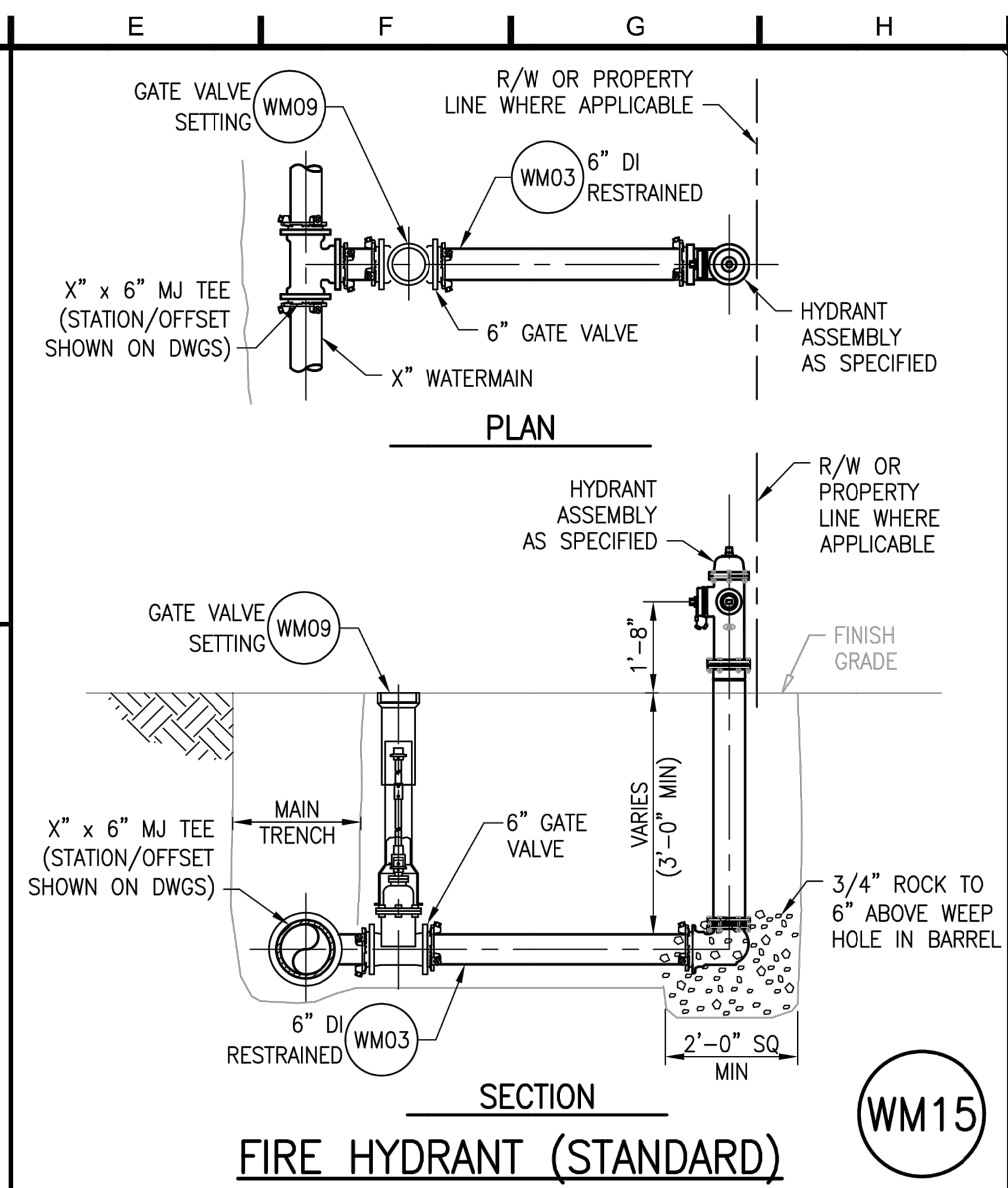
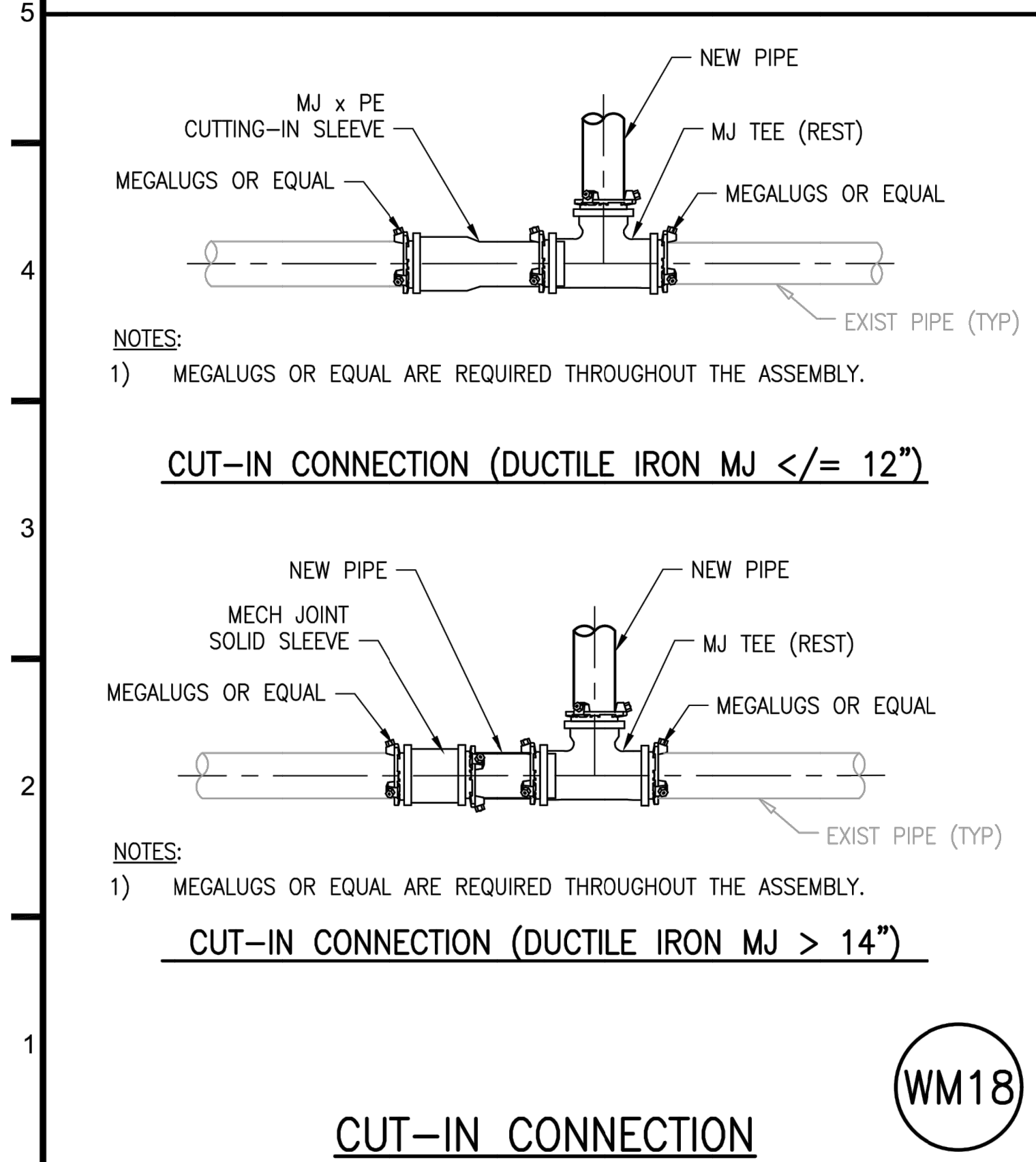
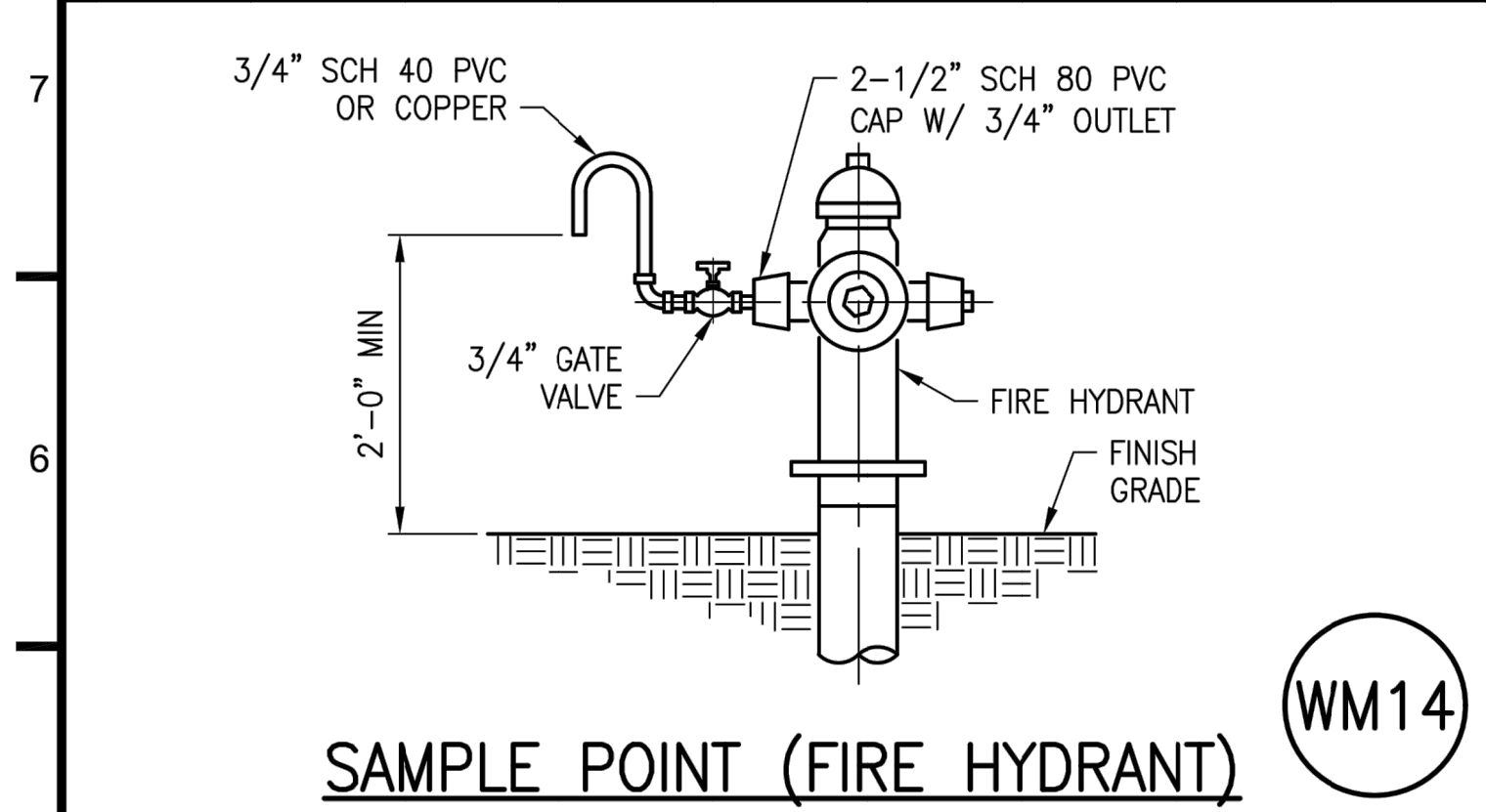
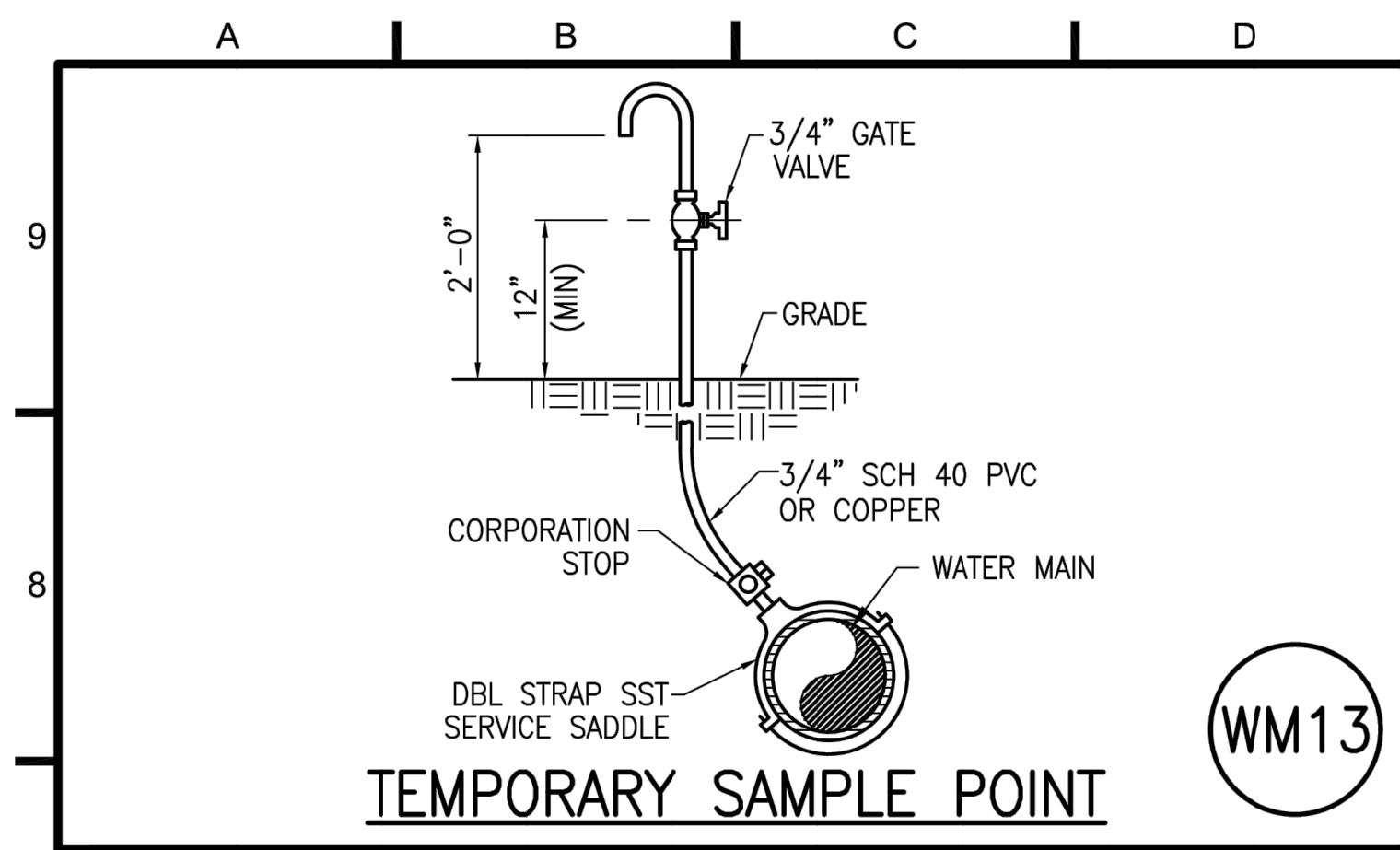
PAVED AREAS
VALVE BOX SETTINGS

GATE VALVE SETTING

~~NOT USED~~

VILLAGE OF PALM SPRINGS VILLAGE UTILITY STANDARDS UPDATED MAY 2019	STANDARD DETAILS - WATER DISTRIBUTION	DWG NO. <u>22</u>	SHEET <u>WM-02</u>
		OF <u>46</u>	PROJ. NO. <u>400-080.00</u>
		DATE <u>JULY 2, 2019</u>	

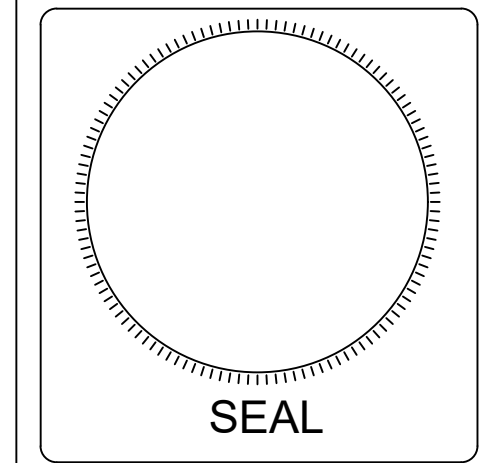
File name: C:\Civil 3D Projects\400-080.01 Village Utility Standards Update - 2018\01 Working\400-080.01 Water Distribution Details.dwg: Plotted @: 8/23/2019 2:01:44 PM: Scale multiplier: 0.5: Printed by: Ricardo Paez: Milestone: FINAL SUBMITTAL



REVISIONS	
NO.	DATE

EMILIANO OROZCO P.E.
949 SW 122 AVE. MIAMI FL 33184
PHONE: (786) 715-7125
E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD
VILLAGE OF PALM SPRINGS, FL. 33461



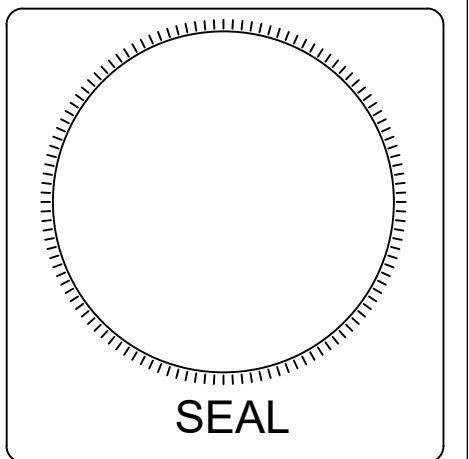
DATE 04-12-19	CHECKED
SCALE AS SHOWN	
DESIGNED E.O.	
DRAWN A.G.	

DRAWING NO.
C-15

SHEET 15 OF 18

EMILIANO OROZCO P.E.
949 SW 122 AVE. MIAMI FL 33184
PHONE: (786) 715-7125
E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD
VILLAGE OF PALM SPRINGS, FL. 33461



DATE
04-12-19

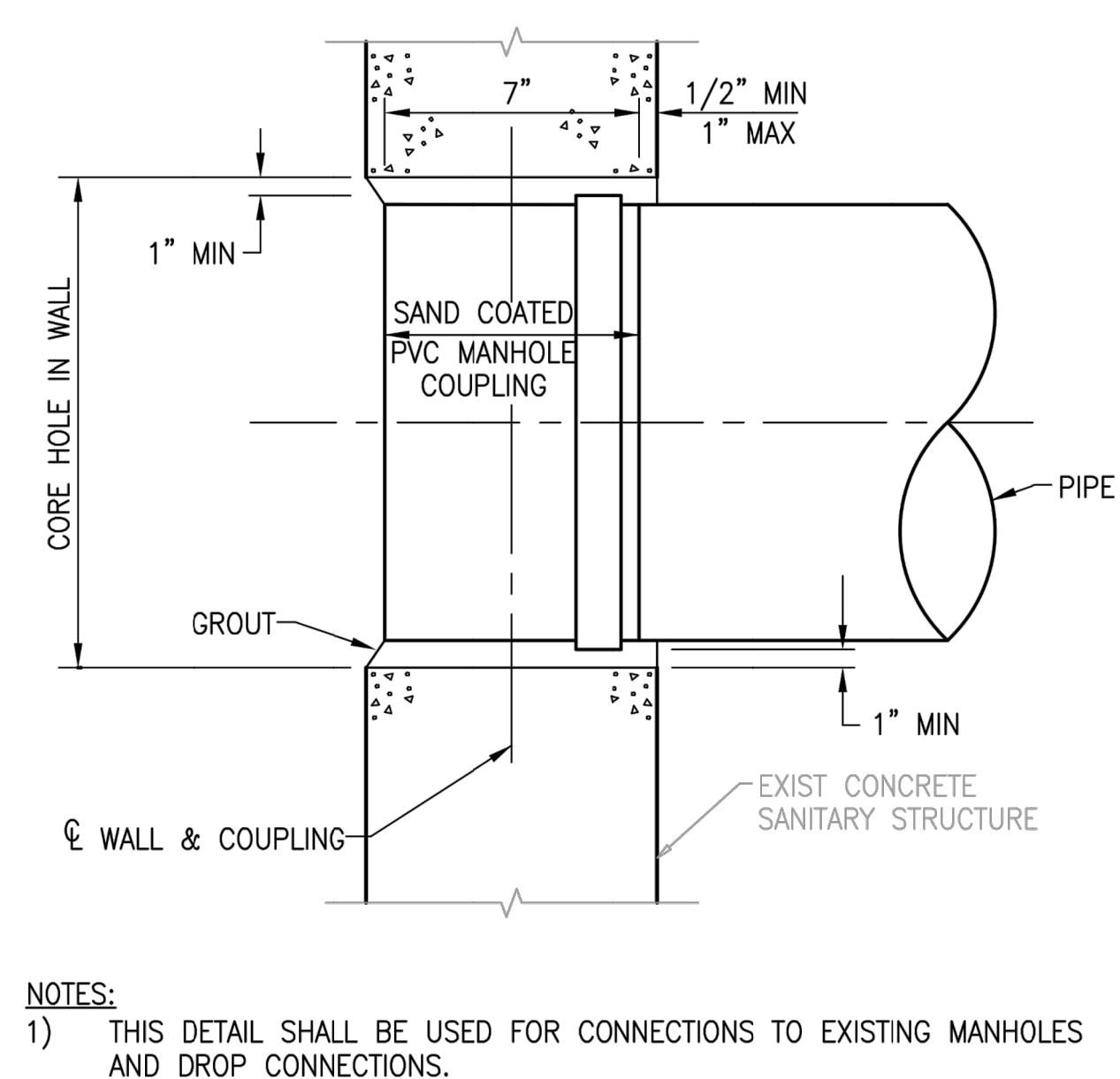
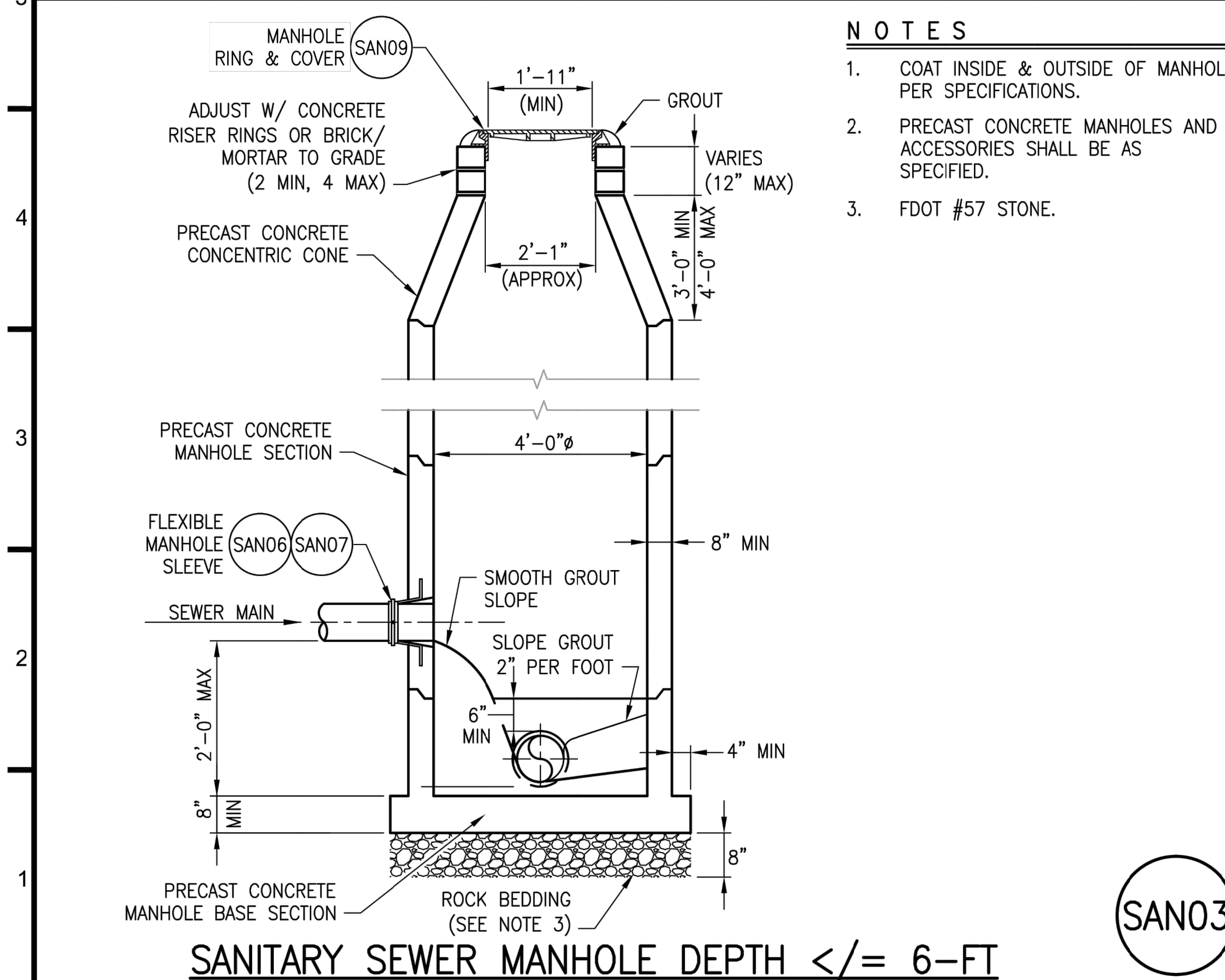
SCALE
AS SHOWN

DESIGNED
E.O.

DRAWN
A.G.

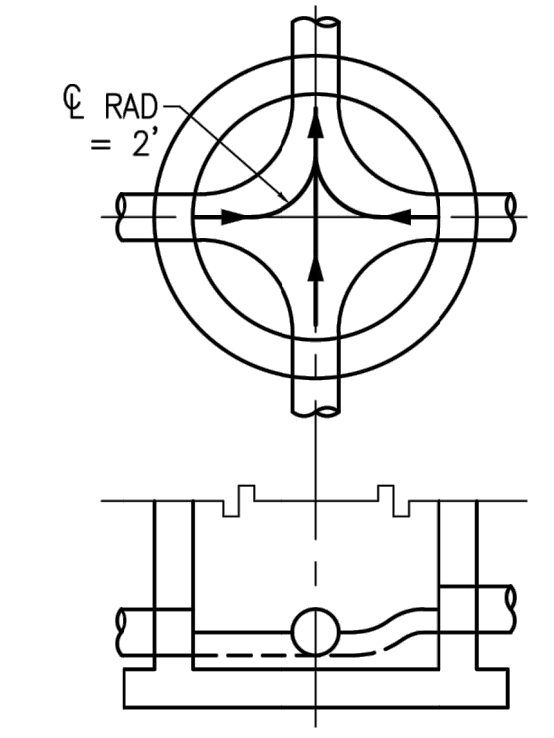
DRAWING NO.
C-16

SHEET 16 OF 18



NOTES

1. COAT INSIDE & OUTSIDE OF MANHOLE PER SPECIFICATIONS.
2. PRECAST CONCRETE MANHOLES AND ACCESSORIES SHALL BE AS SPECIFIED.
3. FDOT #57 STONE.



NOTES:

- 1) ALL INVERT CHANNELS ARE TO BE CONSTRUCTED FOR SMOOTH CHANNEL FLOW WITHOUT OBSTRUCTION OR TURBULENCE. FORM INVERT USING PVC LONG RADIUS ELBOW PIPE.
- 2) PROPERLY SHAPED SPILLWAYS SHALL BE CONSTRUCTED BETWEEN PIPES WITH DIFFERENT INVERT ELEVATIONS TO PROVIDE FOR SMOOTH FLOWS.
- 3) SERVICE LATERALS SHALL NOT ENTER MANHOLES.
- 4) BRICK IS PERMITTED AS FLOW CHANNEL BUILDUP.

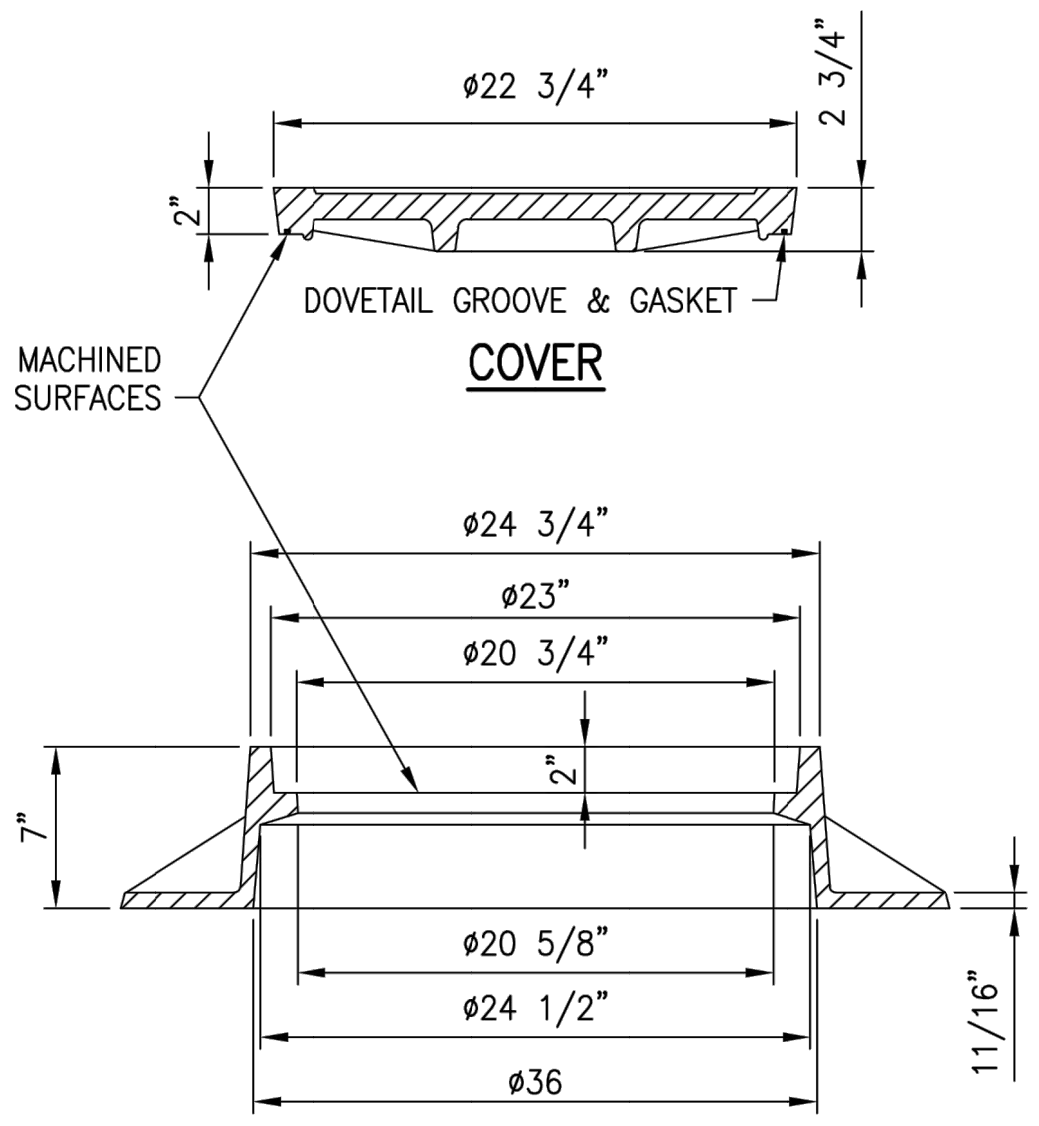
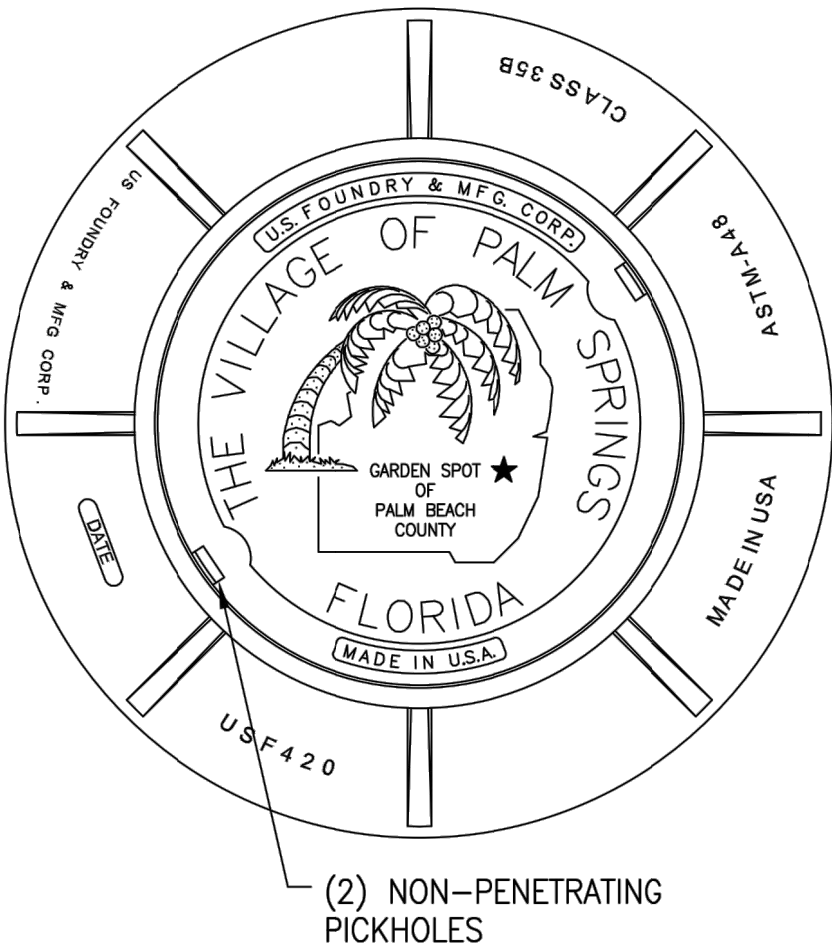
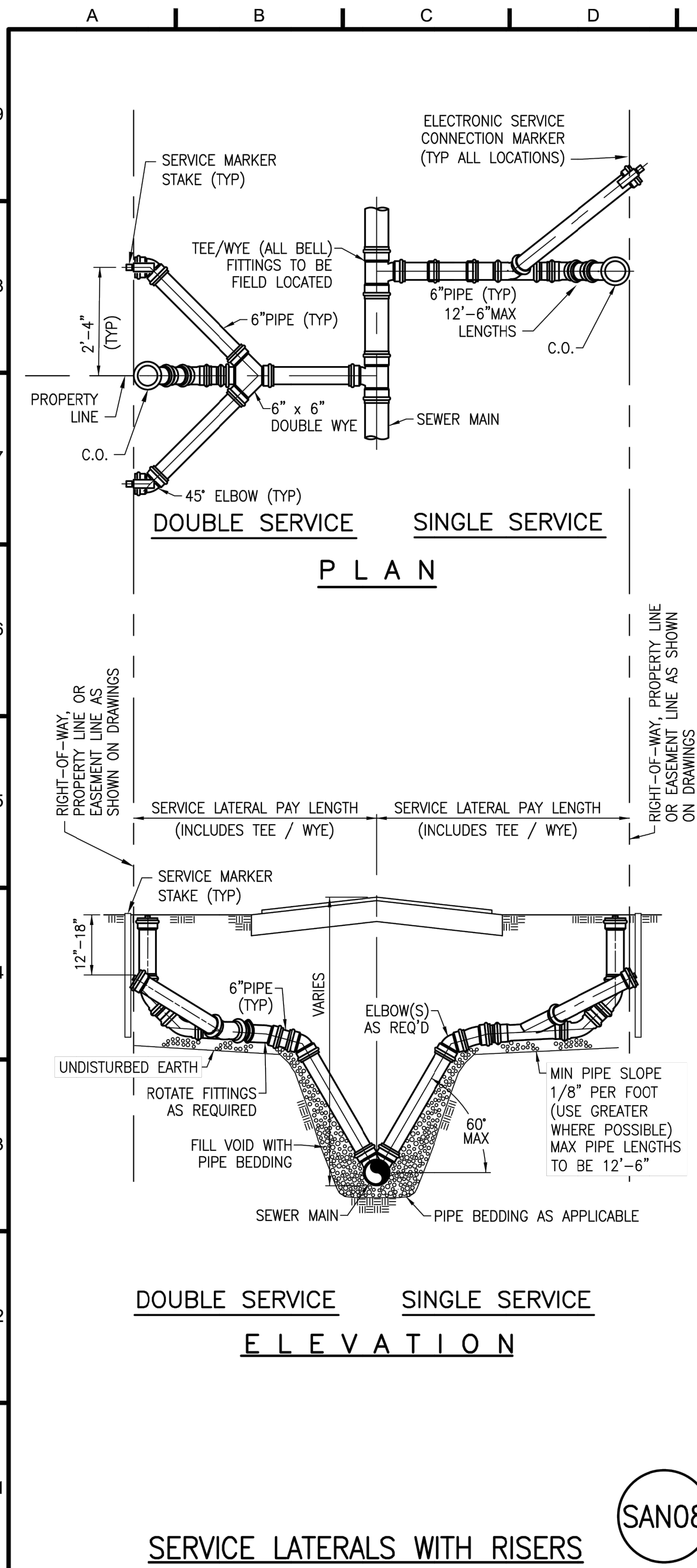
MANHOLE INVERT FLOW CHANNELS

FLEXIBLE MANHOLE COUPLING

WEDGE KORBAND ALTERNATE
FLEXIBLE MANHOLE CONNECTOR

DSGN: 2 - Design by		VERIFY SCALE		1" BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.	FINAL SUBMITTAL					VILLAGE OF PALM SPRINGS	VILLAGE UTILITY STANDARDS UPDATED MAY 2019	STANDARD DETAILS - WASTEWATER COLLECTION	DWG NO.	SHEET	
DR: 3 - Drawn by		25	SAN-01												
CHK: 4 - Checked by		OF	PROJ. NO.												
APVD: 5 - Approved by		46	400-080.00												
DATE														JULY 2, 2019	
01: Waste Water Collection Details.dwg Printed @ 8/23/2019 2:01:55 PM Scale: multilinear: 0.5 Printed by: Ricardo Paez Milestone: FINAL SUBMITTAL														FINAL SUBMITTAL	

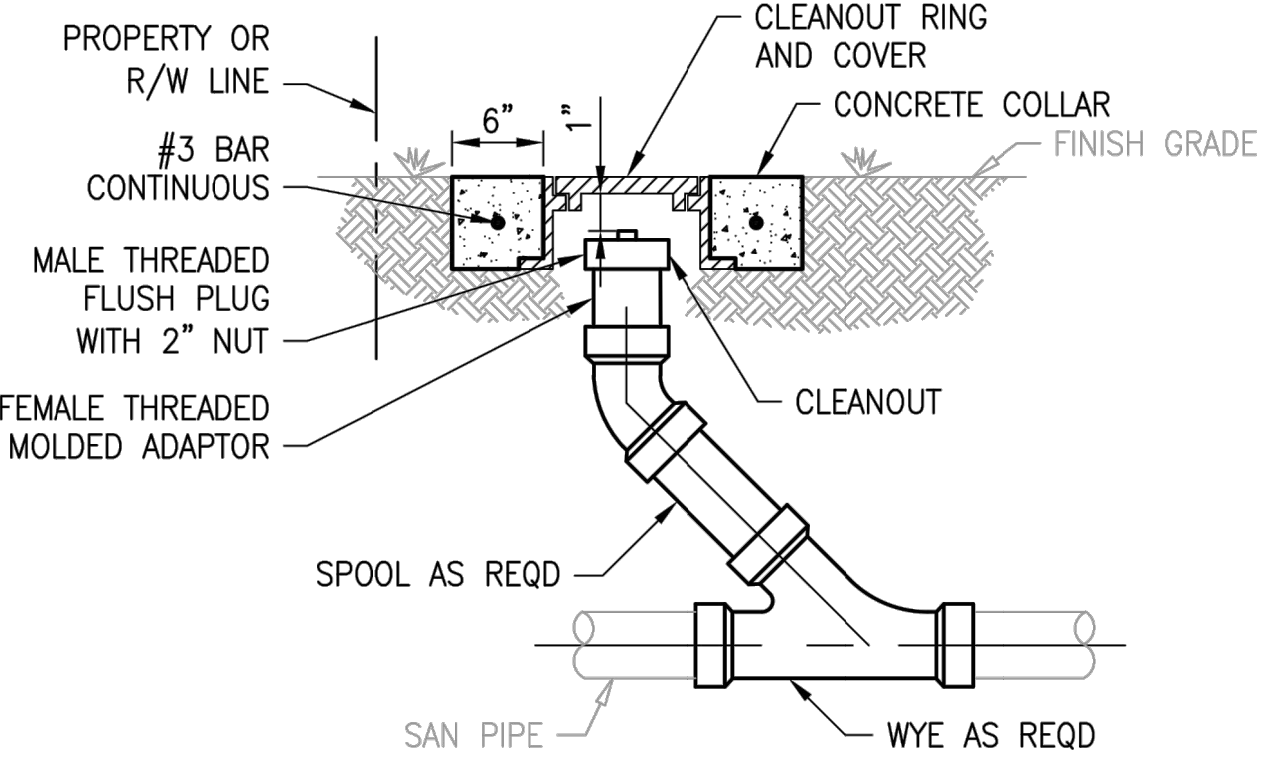
File name: C:\Civil 3D Projects\400-080.01_Village Utility Standards Update - 2018\01_Working\400-080.01_Waste Water Collection Details.dwg; Plotted @: 8/23/2019 2:01:55 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: FINAL SUBMITTAL



NOTES:
1) MANHOLE RING AND COVER TO BE MODEL USF 420 RING & GB-C COVER ORS AS MANUFACTURED BY U.S. FOUNDRY & MFG. CORP., OR APPROVED EQUAL.

MANHOLE RING AND COVER

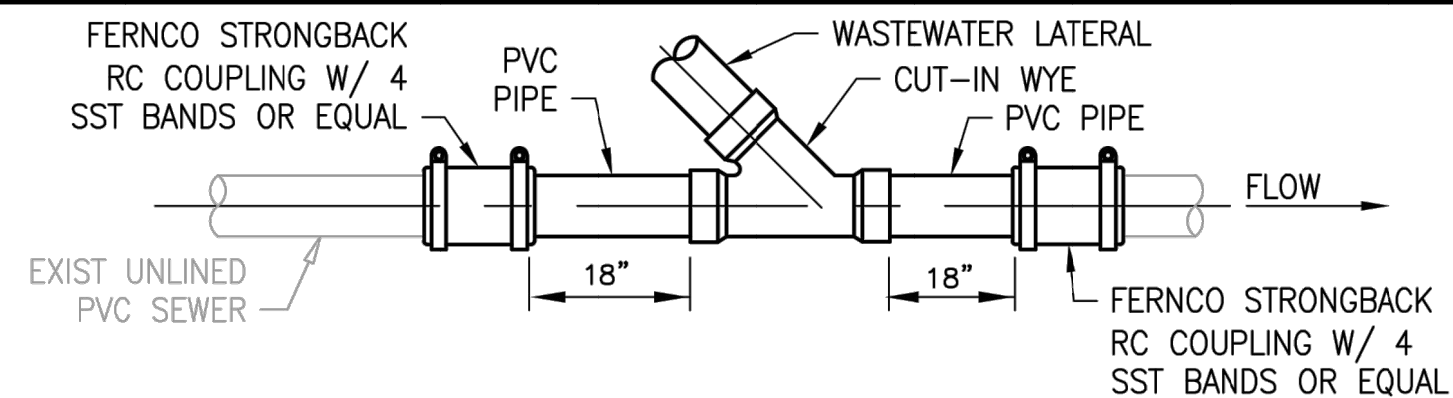
SAN09



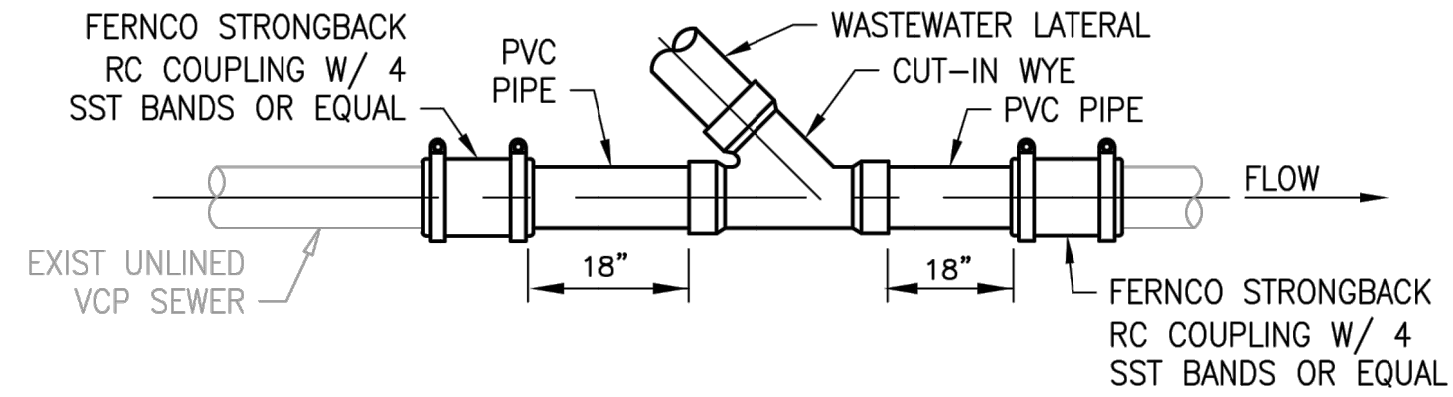
NOTES:
1) CLEANOUTS TO BE LOCATED IN GRASS AREA WHENEVER POSSIBLE, MIN. 3' FROM EDGE OF PAVEMENT, BACK OF CURB, EDGE OF DRIVEWAY, LIGHT POLES, TRANSFORMERS, OR POWER POLES.
2) CLEANOUTS SHALL NOT BE INSTALLED IN TRAFFIC LANES OR AREAS UNDER HEAVY TRAFFIC LOADS.
3) THE COVER TO BE MARKED "S".
4) CLEANOUTS TO BE INSTALLED PRIOR TO WATER METER RELEASE.
5) THE DEVELOPER/PROPERTY OWNER OR ASSIGNEE SHALL BE RESPONSIBLE FOR CLEANOUT INSTALLATION PRIOR TO WATER METER INSTALLATION AS SPECIFIED BY THE VILLAGE.
6) ALONG STREETS WITH ADJACENT NON-EXCLUSIVE UTILITY EASEMENTS, THE CLEANOUTS ENDING VILLAGE MAINTENANCE RESPONSIBILITY SHALL BE INSTALLED MIN. 12", MAX. 18" INTO THE EASEMENT.

TYPICAL CLEANOUT INSTALLATION

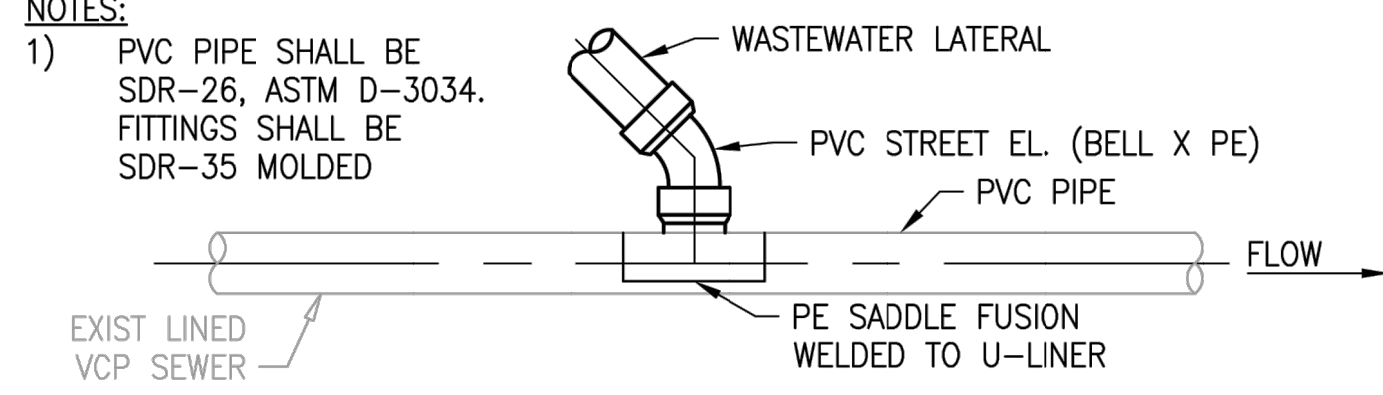
SAN10



LATERAL CUT-IN (EXISTING UNLINED PVC)



LATERAL CUT-IN (EXISTING UNLINED VCP)



LATERAL SADDLE (EXISTING LINED VCP)

SANITARY SEWER LATERAL CUT-IN

SAN11

DSGN: 2 - Design by	VERIFY SCALE
DR: 3 - Drawn by	1"
CHK: 4 - Checked by	BAR IS ONE INCH ON ORIGINAL DRAWING. ADJUST SCALES AS NECESSARY.
APVD: 5 - Approved by	

No.	DATE	REVISIONS	BY	APVD	CONSULTANT

FINAL SUBMITTAL

VILLAGE OF PALM SPRINGS

VILLAGE UTILITY STANDARDS UPDATED MAY 2019

STANDARD DETAILS - WASTEWATER COLLECTION

DWG NO.	SHEET
26	SAN-02
OF	PROJ. NO.
46	400-080.00
DATE	
JULY 2, 2019	

File name: C:\Civil 3D Projects\400-080.01_Village Utility Standards Update - 2018\01_Working\400-080.01_Waste Water Collection Details.dwg; Plotted @: 8/23/2019 2:01:57 PM; Scale multiplier: 0.5; Printed by: Ricardo Paez; Milestone: FINAL SUBMITTAL

REVISIONS

NO.	DATE

EMILIANO OROZCO P.E.
949 SW 122 AVE. MIAMI FL 33184
PHONE: (786) 715-7125
E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD
VILLAGE OF PALM SPRINGS, FL. 33461

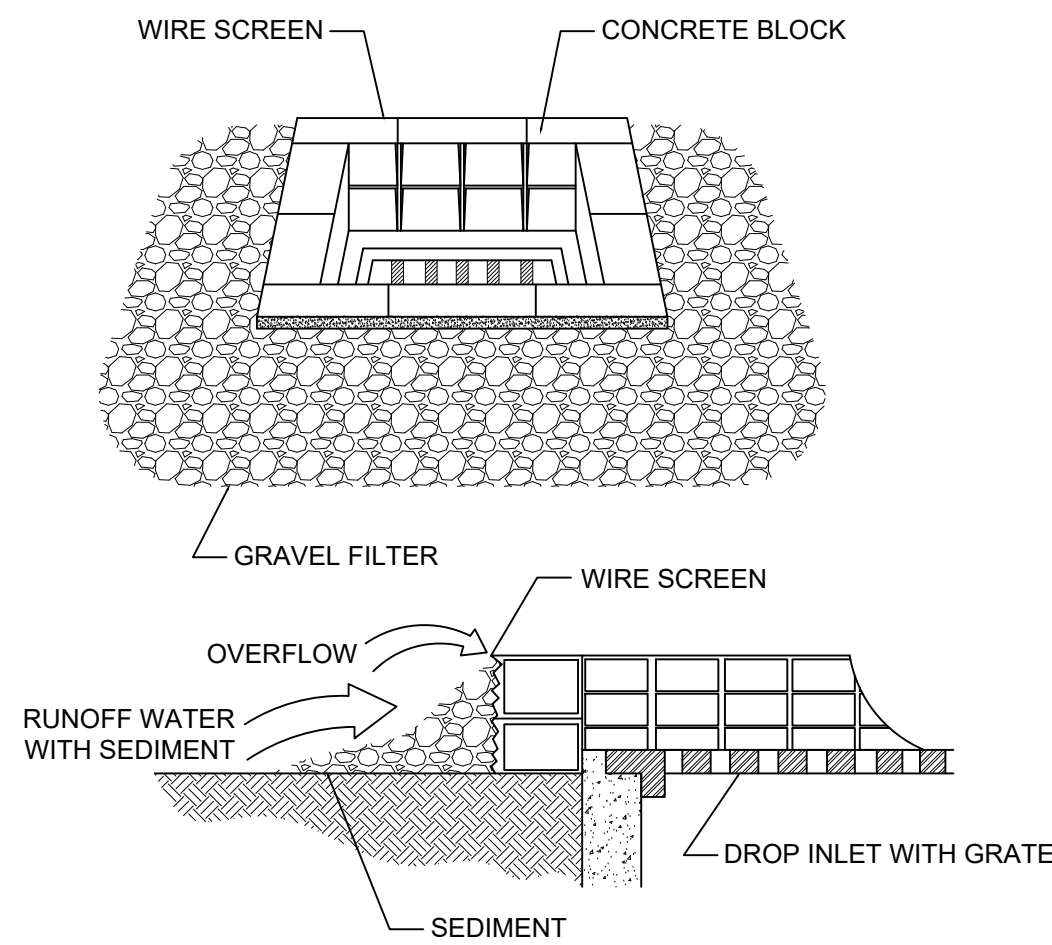
SEAL

DATE: 04-12-19
SCALE: AS SHOWN
DESIGNED: E.O.
DRAWN: A.G.

CHECKED

DRAWING NO. C-17

SHEET 17 OF 18

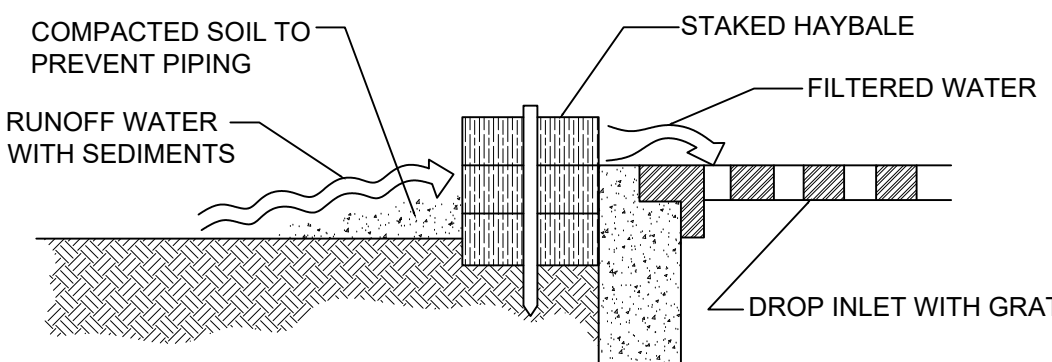
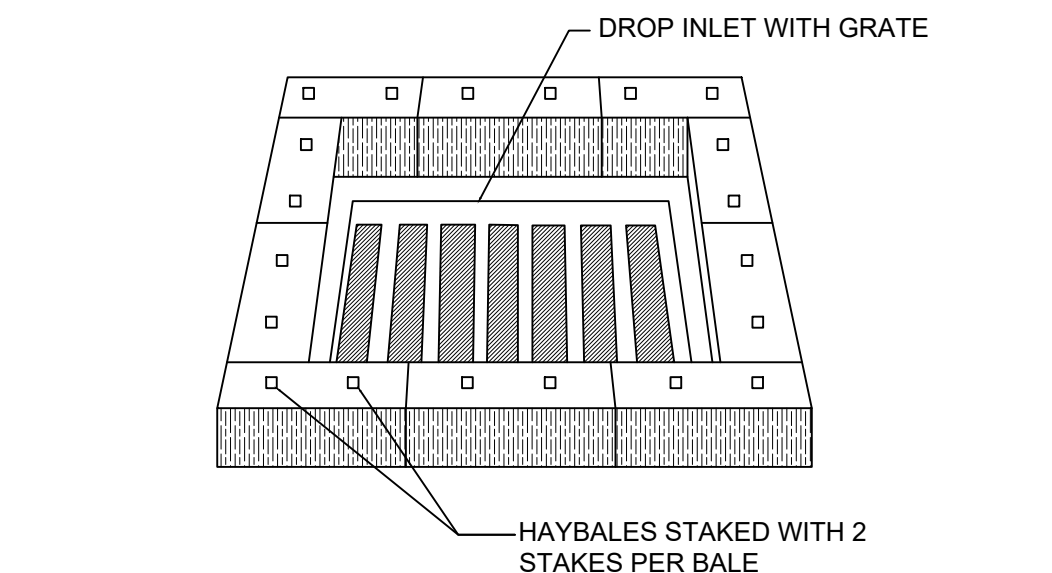


SPECIFIC APPLICATION:

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE HEAVY FLOWS ARE EXPECTED AND WHERE OVERFLOW CAPACITY IS NECESSARY TO PREVENT EXCESSIVE POUNDING AROUND THE STRUCTURE.

3 BLOCK AND GRAVEL DROP INLET SEDIMENT FILTER DETAIL

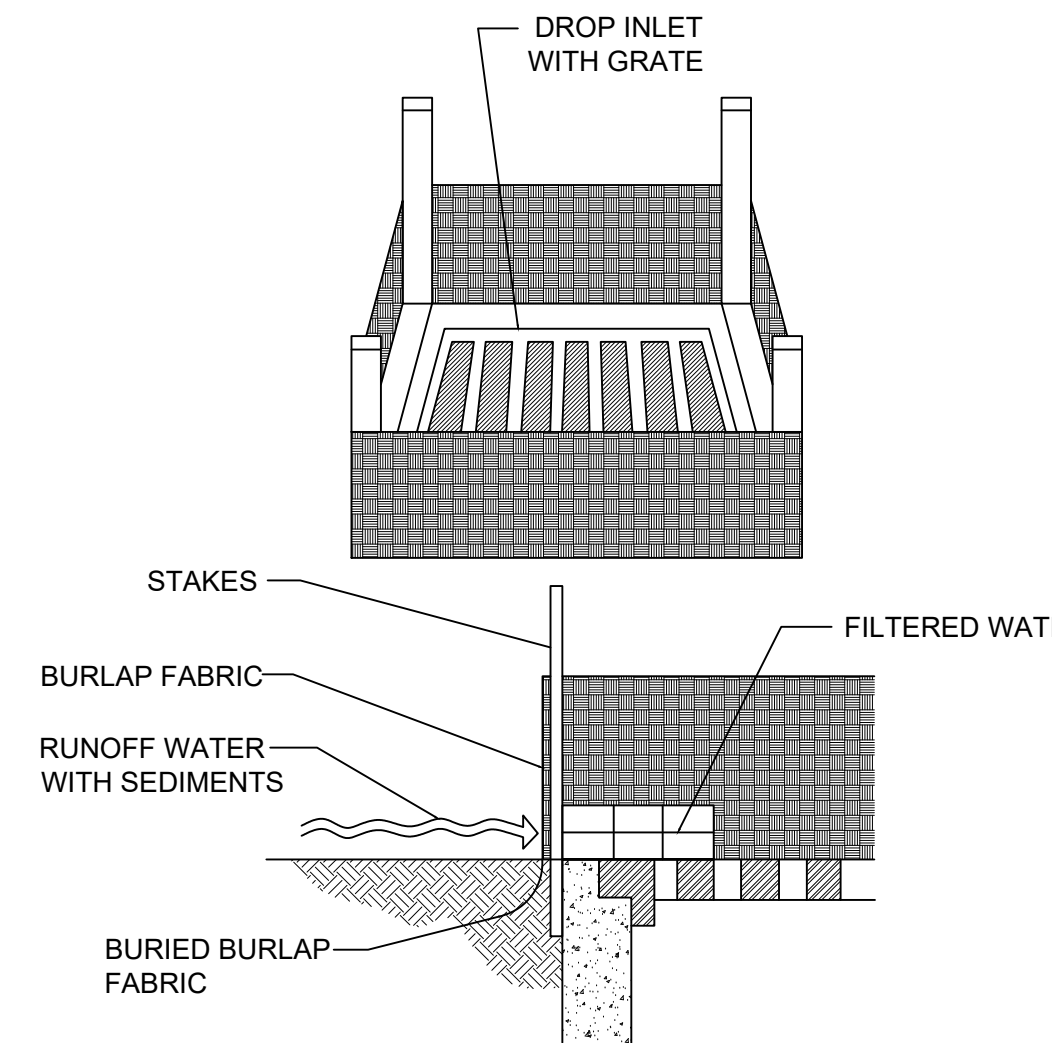
SCALE: N.T.S.



THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5%) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.50 CFS) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

5 HAYBALE DROP SEDIMENT FILTER DETAIL

SCALE: N.T.S.



SPECIFIC APPLICATION:

THIS METHOD OF INLET PROTECTION IS APPLICABLE WHERE THE INLET DRAINS A RELATIVELY FLAT AREA (SLOPES NO GREATER THAN 5%) WHERE SHEET OR OVERLAND FLOWS (NOT EXCEEDING 0.50 CFS) ARE TYPICAL. THE METHOD SHALL NOT APPLY TO INLETS RECEIVING CONCENTRATED FLOWS, SUCH AS IN STREET OR HIGHWAY MEDIANS.

4 BURLAP DROP INLET SEDIMENT FILTER DETAIL

SCALE: N.T.S.

EROSION AND SEDIMENT CONTROL NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION .
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION-ON-SITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORSEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE
5. WIRE MESH SHALL, BE LAID OVER THE TOP DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2-INCH OPENING SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON DETAIL THE DEPTH OF STONE SHALL BE AT LEASE 12 INCHES OVER THE ENTIRE INLET OPENING THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEASE 18 INCHES ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORM ITS FUNCTION. THE STONE MUST BE PULLED AWAY FROM THE INLET. CLEANED AND REPLACED.
8. BALE SHALL BE EITHER WIRE BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
9. BALES SHALL BE PLACED LENGTHWISE IN SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.
10. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED AROUND THE INLET AND WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR INCHES. AFTER THE BALES ARE STACKED. THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
11. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
12. LOOSE STRAW SHOULD BE WEDGED BETWEEN BALE STO PREVENT WATER FROM ENTERING BETWEEN BALES.

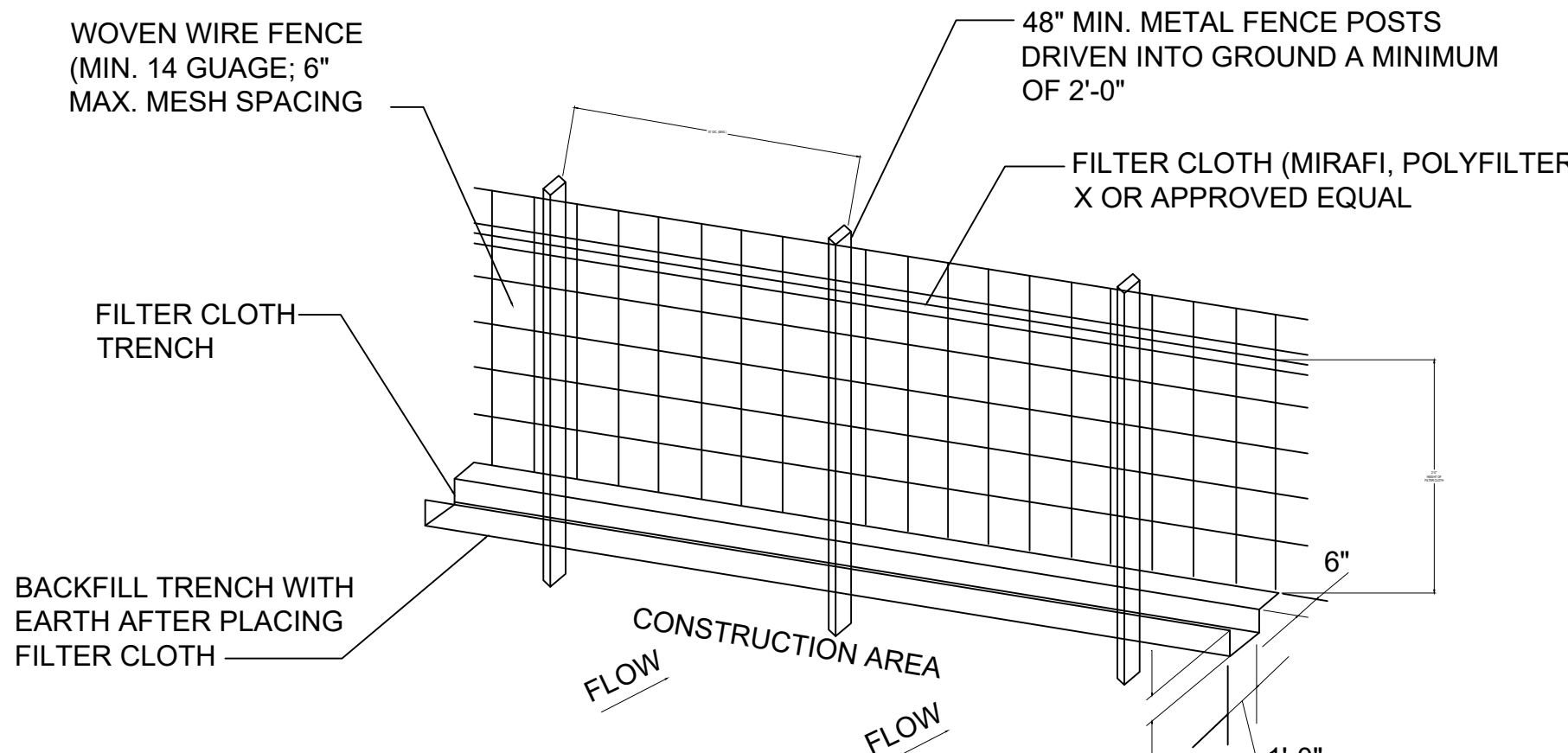
EROSION AND SEDIMENT CONTROL GENERAL NOTE

THE FOLLOWING ARE BEST MANAGEMENT PRACTICES (BMP'S) DETAILS AND SPECIFICATIONS. IN ADDITION TO THE STANDARDS PER FOOT INDEX 100, 101, 102, 103, AND 104, AS WELL AS PER FLORIDA'S EROSION AND SEDIMENT CONTROL MANUAL, AND ARE ONLY A SUGGESTED APPROACH DEVELOPED FOR USE BY THE OWNER/CONTRACTOR TO ASSIST THEM IN IMPLEMENTING APPROPRIATE POLLUTION PREVENTION TECHNIQUES TO COMPLY WITH FLORIDA NPDES STORM WATER CONSTRUCTION ACTIVITY, AS ESTABLISHED BY FDEP.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE AND IMPLEMENT THE BEST MANAGEMENT PRACTICE THAT ARE APPROPRIATE FOR THE PROJECT'S SITE SPECIFIC CONDITIONS DURING THE LIFE OF THE CONSTRUCTION ACTIVITIES.

13. HAYBALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL.
14. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
15. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
16. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
17. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE HAYBALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
18. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
19. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY. THE FABRIC SHALL BE REPLACED PROMPTLY.
20. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
21. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
22. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS. SPECIFICATIONS AND APPLICABLE WATER MANAGEMENT DISTRICT PERMIT(S) FOR THIS PROJECT.
23. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL- A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER), CHAPTER 6.
24. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.

25. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
26. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
27. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
28. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE APPLICABLE WATER MANAGEMENT DISTRICT.
29. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAYBALES AND GRASSING ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
30. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND BE REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
31. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
32. ALL EXCAVATIONS AND EARTHWORK SHALL BE DONE IN A MANNER TO MINIMIZE WATER TURBIDITY AND POLLUTION. DISCHARGE SHALL BE CONTROLLED AND REROUTED THROUGH HAY FILTERS, SILTATION DIAPERS AND SUMPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION, CORRECTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 62-302. FLORIDA ADMINISTRATIVE CODE.
33. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT LEAVES THE SITE AND CHANGES ANY DOWNSTREAM CONDITIONS BY RAISING CHANNEL BOTTOMS AND/OR CLOGGING OUTFALL CULVERTS.
34. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS ABOVE EXISTING BACKGROUND LEVEL.
35. A MINIMUM OF ONE THE EROSION CONTROL MEASURE OPTIONS SHOWN FOR ALL DROP INLETS WILL BE USED BY THE CONTRACTOR.
36. FLOATING TURBIDITY BARRIERS WILL BE PLACED AT ALL OUTFALL LOCATIONS. IF SEA GRASSES ARE PRESENT BARRIERS WILL NOT BE PLACED OVER THEM. THE FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED IN A MANNER TO PREVENT MANATEE ENTANGLEMENT.
37. SILT FENCES OR HAYBALES WILL BE USED ALONG BOTH SIDES OF LIMITS OF CONSTRUCTION TO MINIMIZE OFFSITE SILTATION MIGRATION.



CONSTRUCTION SPECIFICATIONS:

1. WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS BY USE OF WIRE TIES.
2. FILTER CLOTH TO BE FASTENED SECURELY TO WOVEN WIRE FENCE BY USE OF WIRE TIES SPACED EVERY 24" X 24".
3. SILT FENCES TO BE INSTALLED IN LOCATIONS AS SHOWN ON THIS EROSION AND SEDIMENT CONTROL PLAN PRIOR TO BEGINNING OF CONSTRUCTION TO CONTROL SEDIMENT.
4. SILT FENCES TO BE MAINTAINED AND CLEANED AS NECESSARY TO MAINTAIN IN FUNCTIONAL CONDITION.
5. SILT FENCES TO BE REMOVED AND THE AREA TO BE RESTORED TO ITS NATURAL CONDITION WHEN PERMANENT EROSION AND SEDIMENT CONTROL PROCEDURES ARE EFFECTIVE.

6 FILTER FENCE DETAIL

SCALE: N.T.S.

REVISIONS	
NO.	DATE

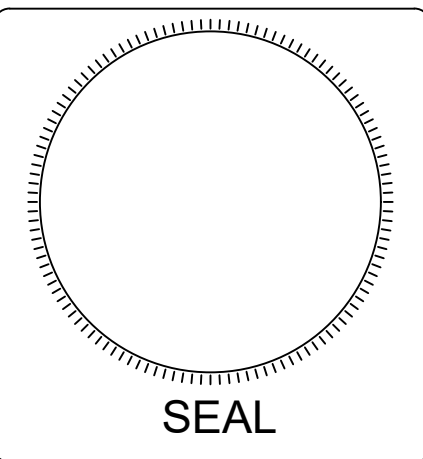
EMILIANO OROZCO P.E.

949 SW 122 AVE. MIAMI FL 33184

PHONE: (786) 715-7125

E-MAIL: emilianocentury21@gmail.com

3673 COCONUT RD
VILLAGE OF PALM SPRINGS, FL. 33461



DATE
04-12-19

SCALE
AS SHOWN

DESIGNED
E.O.

DRAWN
A.G.

DRAWING NO.

C-18

SHEET 18 OF 18

CHECKED



NORTH



1. Lands shown hereon were not abstracted for easements and/or rights-of-way of record by this office.
2. Elevations shown hereon are based on North Atlantic Vertical Datum of 1988;
 - a) Originating benchmark = Leica Global Positioning System.
 - b) ^{100.00} = existing elevation (NAVD 88 typical).
3. No underground improvements located.
4. All bearings and distances shown hereon are plat and measured unless otherwise noted.

This form "Certificate of Authorization" number is "LB 6838".

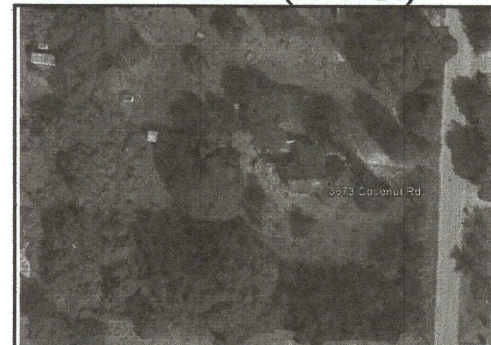
C.A.C.	= CALCULATED	(P)	= PLAT
C.B.S.	= CONCRETE BLOCK STRUCTURE	R	= RADIUS
CONC. MON.	= CONCRETE MONUMENT	Δ	= CENTRAL "DELTA" ANGLE
CONC.	= CONCRETE	L	= ARC LENGTH
D.E.	= DRAINAGE EASEMENT	CH.B.	= CHORD BEARING
P.E.	= UTILITY EASEMENT	N.O.V.D.	= NATIONAL GEODETIC VERTICAL DATUM
P.E.	= POOL EQUIPMENT	O.R.B.	= OFFICIAL RECORD BOOK
F.F.E.L.	= FINISHED FLOOR ELEVATION	P.B.	= PLAT BOOK
E.L.	= ELEVATION	P.C.	= POINT OF CURVATURE
(B.R.)	= BEARING REFERENCE	P.T.	= POINT OF TANGENCY
DE	= DEED	P.R.C.	= POINT OF REVERSE CURVATURE
(M)	= MEASURED	P.C.C.	= POINT OF COMPOUND CURVATURE

P.I.	POINT OF INTERSECTION		ASPHALT PAVEMENT
P.O.C.	POINT OF COMMENCEMENT		CONCRETE FLATWORK
P.O.B.	POINT OF BEGINNING		PAVER BRICK FLATWORK
R.W.	RIGHT OF WAY		WOOD POWER POLE
	CHAIN LINK FENCE		WATER METER
	WOOD FENCE		FIRE HYDRANT
	METAL FENCE		CATCH BASIN
	CENTERLINE		SANITARY MANHOLE
	EASEMENT		
	COVERED OVERHEAD LINES		
	LOT		

DRAWN BY:	PICARD
FIELD WK:	M.M. / B.M
DATE:	08/02/2019

MILLER LAND SURVEYING
1121 LAKE AVENUE
LAKE WORTH, FLORIDA 33460
PHONE: (561) 586-2669 - FAX: (561) 582-0151
www.millersurveying.com
e-mail: orders@millersurveying.com

AERIAL VIEW (N.T.S.)



CERTIFIED TO: Richard Cruz
PROPERTY ADDRESS: 3673 Coconut Rd.,
Lake Worth, FL 33461
FLOOD ZONE: X (FIRM 120223 -
1209CR0776F 10/05/2017)
DESCRIPTION: The East half (E 1/2) of
Tract 22 and Tract 23, Block 4, less the East
165 feet of the North 60 feet of said Tract 22,
LAKEWOOD GARDENS, PLAT NO. 1,
according to the Plat thereof as shown on
Plat Book 18, Page 38, Public Records of
Palm Beach County, Florida.

This survey is not valid without embossed surveyor's seal and/or an authenticated electronic signature and authenticated electronic seal.

Registered Land Surveyor, Florida Certificate No.
MICHAEL J. MILLER #4084

CRD. FILE	Y190687-AG
REF.	B86/1
PREV. JOB NO'S.	
JOB NO.	Y190607
L - 2143	

October 29, 2020

To: Iramis Cabrera, Village of Palm Springs Planner

From: Tara Bamber, PE



**Re: 3673 Coconut Rd Multi-Family
Site Plan Approval Letter
Engenuity Group Project No. 6001.91**

We have reviewed the following documents received on 10-21-20:

1. Civil Calculations, 14 sheets, dated 10-21-20, by Emiliano Orozco, P.E.
2. Permit Review Comments & Responses, 1 sheet, dated 10-21-20, by Emiliano Orozco, P.E.

We recommend Site Plan approval with the following conditions:

1. The compensating storage appears to meet the SFMWD criteria. The calculations shall be updated per Final Civil Plans at time of Civil/Utility permitting.
2. Provide additional elevations on the topographic boundary survey.

If you should have any questions, please give me a call at 561-655-1151.

Cc: Kim Glas-Castro
Lisa Tropepe, PE
Chad Girard, PE
Ed Horton

Good morning Iramis,

Please find my comments below:

1. The applicant shall provide a 10ft easement to install the transformer and bury the primary cable before a building permit can be issued
2. The applicant shall provide the load calculation and voltage requirements before or at the time they apply for a building permit
3. A final electrical inspection must be done before issuing a Certificate of Occupancy

Please forward the above attachment to the applicant so they see the easement location.

Thanks,

Jean St Simon
Distribution Engineer | Utility Electric Department



City of Lake Worth Beach
1900 2nd Avenue North
Lake Worth Beach, FL 33461
561-586-1699
jssimon@lakeworthbeachfl.gov
www.lakeworthbeachfl.gov [linkprotect.cudasvc.com]



13081 MILITARY TRAIL
DELRAY BEACH, FLORIDA 33484-1105

Board of Supervisors
James M. Alderman
Stephen Bedner
Jeffrey P. Phipps, Sr.
Harry Raucher
John I. Whitworth III
Executive Director
Tommy B. Strowd, P.E.
Attorney
Mark A. Perry, P.A.

April 13, 2020

Iramis Cabrera
Village of Palm Springs
226 Cypress Lane
Palm Springs, Florida 33461-1699

**Re: 3673 COCONUT ROAD
LAKEWOOD GARDENS PLAT 1, E ½ TRACTS 22 AND 23
PCN: 70-43-44-19-11-004-0223
LWDD Record No. RI-20-0035**

Dear Ms. Cabrera:

This project is located on the south of the L-13 Canal and is not adjacent.

LWDD has no objection to the certification of this petition.

Sincerely,

Anne H. Perry

Anne H. Perry
Right-of-Way Specialist



THE SCHOOL DISTRICT OF
PALM BEACH COUNTY, FL

KRISTIN K. GARRISON, AICP
DIRECTOR

WANDA F. PAUL
CHIEF OPERATING OFFICER

PLANNING AND INTERGOVERNMENTAL RELATIONS
3300 FOREST HILL BOULEVARD, SUITE B-102
WEST PALM BEACH, FL 33406

PHONE: 561-434-8020 / FAX: 561-434-8815
WWW.PALMBEACHSCHOOLS.ORG/PLANNING

SCHOOL CAPACITY AVAILABILITY DETERMINATION (SCAD)

Application	Submittal Date	08/25/2020		
	SCAD No.	20073001D - D. O.		
	FLU /Rezoning/D.O. No.	202000366 / Village of Palm Springs		
	PCN No./Address	70-43-44-19-11-004-0223 / 3673 Coconut Road		
	Development Name	Coconut Road		
	Owner/Agent Name	Creative Financing, LLC / Kyle Cruz		
	SAC No.	200B		
	Proposed Unit No. & Type	12 Single-Family Units		
Impact Review		Palm Springs Elementary School	LC Swain Middle School	John I. Leonard High School
	New Students Generated	2	1	2
	Capacity Available	22	-72	-432
	Utilization Percentage	98%	105%	114%
School District Staff's Recommendation	Based on the findings and evaluation of the proposed development, there will be negative impact on the public school system. Therefore, if the proposed development is approved by the Village Council, School District staff recommends the following condition to mitigate such impact. In order to address the school capacity deficiency generated by this proposed development at the District Middle and High school level, the property owner shall contribute a total of \$32,255 to the School District of Palm Beach County prior to the issuance of first building permit. This school capacity contribution is intended to supplement the required school impact fee (impact fee credit has already been applied). Please note that the school impact fee credit is calculated based on the Net Impact Cost per Student, as calculated in the County's latest Impact Fee Ordinance, which was adopted on April 16, 2019.			
Validation Period	1) This determination is valid from 08/25/2020 to 08/24/2021 or the expiration date of the site-specific development order approved during the validation period. 2) A copy of the approved D.O. must be submitted to the School District Planning Dept. prior to 08/24/2021 or this determination will expire automatically on 08/24/2021.			
Notice	School age children may not necessarily be assigned to the public school closest to their residences. Students in Palm Beach County are assigned annually to schools under the authority of the School Board and by direction of the Superintendent, public school attendance zones are subject to change.			

Joyce Cai

August 25, 2020

School District Representative Signature

Date

Joyce C. Cai, Senior Planner

joyce.cai@palmbeachschools.org

Print Name & Title

Email Address

CC: Iramis Cabrera, Planner, Village of Palm Springs
Joyell Shaw, PIR Manager, School District of Palm Beach County



**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**

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Hal R. Valeche
Gregg K. Weiss
Mary Lou Berger
Melissa McKinlay
Mack Bernard

County Administrator

Verdenia C. Baker

February 7, 2020

Scott P. Israelson, P.E., PTOE
Traffic Impact Group, LLC
2180 West SR 434, Suite 6000
Longwood, FL 32779

**RE: 3673 Coconut Road
Project #: 200110
Traffic Performance Standards Review**

Dear Mr. Israelson:

The Palm Beach County Traffic Division has reviewed the **3673 Coconut Road Development** Traffic Impact Statement, revised February 4, 2020, 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:	Palm Springs
Location:	West Side of Coconut Road, about 360 feet north of Lakewood Road
PCN:	70-43-44-19-11-004-0223
Access:	Two full access driveway connections onto Coconut Road <u>(As used in the study and is NOT an approval by the County through this letter)</u>
Existing Uses:	Vacant
Proposed Uses:	Single Family Detached = 12 DU
New Daily Trips:	120
New Peak Hour Trips:	9 (2/7) AM; 13 (8/5) PM
Build-out:	December 31, 2021

Based on our review, the Traffic Division has determined the proposed development generates less than 20 peak hour trips, and therefore, **meets** the PBC Traffic Performance Standards.

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.

No building permits are to be issued by the City 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.

"An Equal Opportunity
Affirmative Action Employer"



Scott P. Israelson, P.E., PTOE
February 7, 2020
Page 2

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., PTOE
Manager – Growth Management
Traffic Division

QB:HA:rb

cc: Addressee

Kim Glas-Castro, Director of Planning, Zoning & Building, Village of Palm Springs
Hanane Akif, E.I., Project Coordinator II, Traffic Division
Steve Bohovsky, Technical Assistant III, Traffic Division

File: General - TPS - Mun - Traffic Study Review

F:\TRAFFIC\HA\MUNICIPALITIES\APPROVALS\2020\200110 - 3673 COCONUT ROAD.DOCXN



Village of Palm Springs
Land Development Department
226 Cypress Lane, Palm Springs, FL 33461
(561) 965-4016 Fax (561) 439-4132

LETTER OF TRANSMITTAL
3rd submittal 8-20-2020

To: Chad Girard/Ed Horton
Tom Ceccarelli/Frank Castro
Pedro Segovia

Date: August 25, 2020

RE: Coconut Rd PUD-3763 Coconut Rd - Site Plan

Attached are:

☒ Prints
☐ Report
☐ Other _____

☐ Reproducibles
☐ Specifications

☐ Correspondence
☐ Applications

COPIES	DATE	DESCRIPTION
1	8/25/2020	Site Plan Package/Civil Plans

Transmitted:

☐ For Approval
☐ For Revisions
☐ Other _____

☐ As Requested
☐ For Your Use

xxxx For Review and Comment

REMARKS:

Upon review, please forward any comments regarding the attached materials to me.. Should you have any questions regarding the attached materials, do not hesitate to contact me at (561) 434-5090 or icabrera@vpsfl.org Thank you for your assistance.

Signed: Iramis Cabrera

Water main & Sewer main look good.
Verify enough fall for sewer main.
Add a valve on west section of water main in
middle of main.

4/13/2020

Coconut Rd PUD

Good morning,
I have no issues with the layout,

Chris Schulle
Division Manager
Office # 561-688-8912
Fax # 561-688-8914
Cell # 772-216-4876



RM - Multi-Family

RM - Multi-Family

RM - Multi-Family

RM - Multi-Family

REVISIONS	BY

AR-0097801

NEW 12 SINGLE FAMILY HOMES
3673 COCONUT ROAD
PALM SPRINGS, FLORIDA

NADER GOUBRAN, ARCHITECT
217 GAZETTA WAY, WEST PALM BEACH, FL 33413
P : 561-644-3784 F : 561-296-7866 N_GOUBRAN@MSN.COM
LICENSE NUMBER AR-0097801



DATE:	5/20/2020
SCALE:	1/32"=1'-0"
PROPOSED SITE PLAN	

SHEET
A-301

LEGAL DESCRIPTION

The East half (E ½) of Tract 22 and Tract 23, Block 4, less the East 165 feet of the North 60 feet of said Tract 22, LAKEWOOD GARDENS, PLAT NO. 1, according to the Plat thereof as shown on Plat Book 18, Page 38, Public Records of Palm Beach County, Florida



Gulfstream Rd

Hunt Rd

70434419110040223

Coconut Rd

Lakewood Rd

0 50 100 200
Feet



Village of Palm Springs

3673 Coconut Rd

 Property Boundary

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update

Data Source: Project boundary provided by Palm Beach County, World Imagery Basemap provided by ESRI Online Services.



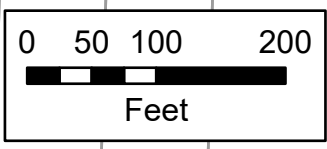
Gulfstream Rd

Hunt Rd

70434419110040223

Coconut Rd

Lakewood Rd



Village of Palm Springs

3673 Coconut Rd

-  Parcels
-  Property Boundary

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the requester. The Village of Palm Springs make no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and update

Data Source: Parcels provided by Palm Beach County



Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 9.2: Ordinance No. 2021-01 - Village of Code Amendment - Chapter 10 - Buildings and Building Regulations (*First Reading*)

SUMMARY:

The Planning Zoning & Building department is recommending an amendment to the Village's Code of Ordinances (Chapter 10 - Buildings and Building Regulations) to adopt, by reference, the new Florida Building Code - 7th Edition (2020), which became effective within the State of Florida on December 31, 2020.

Note: The Florida Building Code is revised every three (3) years by the State and these codes establish the minimum construction standards for buildings and structures with the purpose to protect public health, safety and general welfare. The 6th edition of the Florida Building Code was adopted by the Village in 2017 (Ordinance No. 2017-30).

Additionally, if approved, the Village would maintain the ability to provide/approve local or Village amendments ("Chapter One Amendments") that are more specific than the Florida Building Code and are adopted concurrently to create consistency. These types of amendments would provide the Council with the opportunity to adopt local administrative regulations and requirements (i.e., enforcement mechanisms, interpretation/appeal procedures, etc.) in addition to the proposed Florida Building Code.

The proposed Amendments were developed by the PBC Building Code Advisory Board (BCAB) as a template for local governments within the County to better address local regulations and requirements. The Village's Interim Building Official served on the Advisory Board Subcommittee to develop the proposed the recommendations/revisions to Chapter One of the new Florida Building Code.

As a result, the Florida Building Code, 7th Edition (2020) and the proposed "Chapter One

Amendments" include amendments to the following construction standards:

- Roofing
- Energy
- Fire
- Plumbing
- Electrical
- Mechanical
- Code Administration
- Special Occupancy
- Product Approval
- Accessibility

Note: The Florida Building Commission is responsible for updating the Florida Building Codes every three (3) years. If approved, the proposed Chapter One Amendments will be submitted to the Commission within 30 days of adoption.

The Planning & Zoning Board asked a number of questions regarding the roofing section of the proposed amendment during their December 8, 2020 meeting (the proposed amendments within Chapter 10 of Village Code does not come under their purview and a recommendation to the Village Council was not provided).

The proposed ordinance was prepared by the Planning, Zoning & Building Director and reviewed by the Village Attorney and the Interim Building Official.

If approved on 1st reading, the proposed ordinance will be considered for 2nd and final reading by the Village Council on February 11, 2020.

FISCAL IMPACT:

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

ATTACHMENTS:

Proposed Ordinance No. 2021-01 - Adopting the Florida Building Code (7th Edition - 2020) & the Chapter One Amendments - Village Code

PBC Building Code Advisory Board - Proposed Chapter One Amendments - Model Language

ORDINANCE NO. 2021-01

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, RELATING TO LOCAL AMENDMENTS TO THE FLORIDA BUILDING CODES; AMENDING THE PALM SPRINGS VILLAGE CODE OF ORDINANCES BY AMENDING CHAPTER 10 “BUILDINGS AND BUILDING REGULATIONS” BY DELETING SECTION 10-31, “CHAPTER ONE AMENDMENTS”, WITHIN ARTICLE II “FLORIDA BUILDING CODE” AND ENACTING A NEW SECTION 10-31, “CHAPTER ONE AMENDMENTS”, WITHIN ARTICLE II “FLORIDA BUILDING CODE”; PROVIDING FINDINGS & INTENT; PROVIDING DEFINITIONS; PROVIDING FOR RESERVATION OF RIGHTS AND REMEDIES; PROVIDING FOR THIS ORDINANCE TO CONTROL IN THE EVENT OF CONFLICT WITH OTHER ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ENACTED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. Chapter 10 of the Palm Springs Village Code is hereby amended by deleting Section 10-31, “Chapter One Amendments”, within Article II “Florida Building Code” and enacting a new Section 10-31, “Chapter One Amendments”, within Article II “Florida Building Code” as follows:

ARTICLE II. – FLORIDA BUILDING CODE

DIVISION 1. – GENERALLY

Sec. 10-31. – Chapter One Amendments

These amendments to the Florida Building Code 7th Edition (2020) are hereby adopted and incorporated in this article as the minimum construction standards for the Village.

Chapter 1

Scope and Administration

PART 1—SCOPE AND APPLICATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the Florida Building Code, hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception:

1. Detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with the Florida Building Code, Residential.
2. Code Requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted.

101.2.2 Florida Building Code, Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code,

shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28 Florida Statutes, as may be amended or replaced.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.11 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the Florida Building Code, Mechanical shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the Florida Building Code, Plumbing shall apply to the installation, *alteration*, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. As provided in Chapter 10, Article 1 of the Village of Palm Springs Code of Ordinance.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the Florida Building Code, Energy Conservation shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the Florida Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code. Building*, and Rule 61-41 *Florida Administrative Code*.

101.4.10 Electrical. The provisions of Chapter 27 of the Florida Building Code, Building Volume shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings, and appurtenances thereto.

101.4.11 Flood Damage Prevention. Provisions of Chapter 34, Article II of the Village of Palm Springs Land Development Regulations, shall be considered part of this code relative to flood control.

101.5 Building Official. Whenever, the Building Official is mentioned in this code, it is also intended to mean the Building Official's designee, wherever applicable.

SECTION 102 APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and

private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Section 553.501-553.513, Florida Statutes) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, which are directly involved in the generation, transmission, or distribution of electricity.
- (g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
- (i) Family mausoleums not exceeding 250 square feet (23 m²) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
- (j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;
2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

(l) Service providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.

102.2.1 In addition to the requirements of Section 553.79 and 553.80, Florida Statutes, facilities subject to the provisions of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, and Part II of Chapter 400, Florida Statutes, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the Florida Building Code, Building for all residential buildings or structures of the same occupancy class.

7. The requirements of Florida Building Code, Existing Building Volume, are also satisfied.

102.2.3 The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:
 - a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.
 - b. Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.
 - c. Building and inspection fees.
2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.
3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.
4. However, each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of

building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.1 of this code and all such work is reported as required in Section 105.1.2 of this code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section, or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Florida Building Code, Existing Building, the Florida Fire Prevention Code, and the provisions of [Chapter 10](#), Article I of the Village of Palm Springs Code of Ordinances.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the

provisions of the Florida Building Code or Florida Residential Code, as applicable, for new construction or with any current permit for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code, the provisions of [Chapter 10](#), Article I of the Village of Palm Springs Code of Ordinances., or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

1. Relocation of an existing manufactured building does not constitute an alteration.
2. A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.
3. A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Division of Building Safety (within the Planning, Zoning & Building Department) is hereby created and the official in charge thereof shall be known as the *Building Official*.

103.2 Appointment. The Building Official shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the Building Official shall have the

authority to appoint a deputy Building Official, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the Building Official.

For the maintenance of existing properties, see the provisions of Chapter 10, Article I of the Village of Palm Springs Code of Ordinances.

103.4 Restrictions on employees. (Reserved).

**SECTION 104
DUTIES AND POWERS OF THE BUILDING OFFICIAL**

104.1 General. The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The Building Official shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and moving of buildings and structures, and service systems, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the Building Official shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the Building Official determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the Building Official shall require the building to meet the requirements of Section 1612.

104.3 Notices and orders. The Building Official shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The Building Official shall make all of the required inspections, or the Building Official shall have the authority to accept reports of inspection by approved agencies or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such approved agency or by the responsible individual. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The Building Official shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the Building Official has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the Building Official is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official shall have recourse to the remedies provided by law to secure entry.

104.7 Department records. The Building Official shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The Building Official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee or board member because of an act performed by that officer or employee or board member in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The Building Official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.10.1 Flood hazard areas. The Building Official shall coordinate with the floodplain administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved, the Building Official shall respond in writing, stating the reasons why the alternative was not approved.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the Building Official.

SECTION 105 PERMITS

105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing, fire protection system, or accessible or flood resistant site element, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Building Official and obtain the required permit.

105.1.1 Annual facility permit. In lieu of an individual permit for each alteration to an existing electrical, gas, mechanical or plumbing or interior nonstructural office system(s), the Building Official is authorized to issue an annual permit for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The Building Official shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility permit records. The person to whom an annual permit is issued shall keep a detailed record of alterations made under such annual permit. The Building Official shall have access to such records at all times or such records shall be filed with the Building Official as designated. The Building Official is authorized to revoke such permit if code violations are found to exist.

105.1.3 Food permit. In accordance with 500.12, Florida Statutes, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance

with Chapter 553, Florida Statutes. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the local floodplain management ordinance. Permits shall not be required for the following:

Building:

1. Building permits are not required for replacement or repair work having a value of less than \$1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access or egress requirements.
2. Cabinets and countertops with no reconfiguration for 1&2 Family Dwellings, painting, papering, carpeting, and similar finish work, with no electrical or plumbing work.
3. Temporary motion picture, television and theater sets and scenery.
4. Traditional swings and other standard playground equipment accessory to detached one and two-family dwellings, as determined by the Building Official, but they may be subject to Zoning permits.
5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.
6. Non-fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.
8. The installation, replacement, removal, or metering of any electrical load management control device where installed by a utility service provider.

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

3. The replacement of common household plumbing fixtures to existing supply lines and outlets in 1&2 Family Dwellings. This does not include water heaters, bathtubs and showers.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official. Notification shall be given to the Building Official, including the work address, nature of emergency, and scope of work immediately, or by the next business day.

105.2.2. Minor repairs. Ordinary minor repairs may be made with the approval of the Building Official without a permit, provided the repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a permit, the applicant shall first file an application therefore in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), Florida Statutes.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

Effective October 1, 2017, a local enforcement agency shall post each type of building permit application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission

management software. Payments, attachments, or drawings required as part of the permit application may be submitted in person in a non-electronic format, at the discretion of the Building Official.

105.3.1 Action on application. The Building Official shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official shall reject such application in writing, stating the reasons therefore. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official shall issue a permit therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the

replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.
5. Electrical documents. See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. Any system which:
 1. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value greater than \$125,000; and
 2. a. Requires an aggregate service capacity of greater than 600 amperes (240 volts) on a residential electrical system or greater than 800 amperes (240 volts) on a commercial or industrial electrical system;
b. Requires a plumbing system with more than 250 fixture units; or

c. Requires a heating, ventilation, and air-conditioning system which exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate more than 100 persons. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes

105.3.2 Time limitation of application. An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, or for any 180 day period of abandonment or suspension during the application process, unless such application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing prior to the abandonment date, with justifiable cause demonstrated. Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit application extensions and renewals.

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, Florida Statutes.

105.3.6 Asbestos removal contractor exemption. Refer to Section 105.9 for additional requirements. A licensed asbestos removal contractor is not required

when moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A permit shall not be given by the Building Official for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way permit from the authority having jurisdiction over the street, alley or public lane

105.4 Conditions of the permit. The issuance or granting of a permit shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of any other federal, state and local laws, ordinances, codes and regulations. Permits presuming to give authority to violate or

cancel the provisions of this code or other ordinances of any other federal, state and local laws, ordinances, codes and regulations shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official from requiring the correction of errors in the construction documents and other data. The Building Official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction or of any other federal, state and local laws, ordinances, codes and regulations.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit, or revalidation (renewal) of the original permit, is not obtained within 180 days from the date the initial permit became null and void, the Building Official is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 3 months each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.4.2 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the

one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
2. The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), Florida Statutes.
3. If a building permit is expired and its requirements have been substantially completed as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.
4. A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the permit have been satisfied.

105.5 Expiration. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the Building Official.

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that

do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize sanction or assess fees against an arm's-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed.

105.6.1 Misrepresentation of application. The Building Official may revoke a permit or approval, issued under the provisions of this code, when there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The Building Official may require correction or revoke the permit upon determination by the Building Official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, Florida Statutes, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, Florida Statutes, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable,

in accordance with state and federal law. Refer to Section 105.3.6 "Asbestos Removal Contractor Exemption" of this code for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and approval of the Building Official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official

written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (See also Section 107.6).

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code.

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind borne debris region as defined in this Code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this Code or Florida Building Code, Residential for new construction shall be provided.

Exception: Single family residential structures permitted subject to the Florida Building Code are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

- (a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.
- (b) This subsection does not apply to a building permit sought for:
 - 1. A substantial improvement as defined in Section 161.54, Florida Statutes or as defined in the Florida Building Code.
 - 2. A change of occupancy as defined in the Florida Building Code.
 - 3. A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), Florida Statutes or as defined in the Florida Building Code.
 - 4. A historic building as defined in the Florida Building Code.

- (c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:
1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
 2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).
 3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
 4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20-933.30, Florida Statutes.

105.17 Streamlined low-voltage alarm system installation permitting.

- (1) As used in this section, the term:
- (a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of Chapter 489, Florida Statutes.
 - (b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, Florida Statutes, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.
 - (c) "Wireless alarm system" means a burglar alarm system or smoke detector that is not hardwired.
- (2) Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

- (3) This section does not apply to the installation or replacement of a fire alarm, or access control system affecting required means of egress as required by Florida Building Code Chapter 10, if a plan review is required.
- (4) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section 553.793, Florida Statutes. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.
 - (a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.
 - (b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.
- (5) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.
- (6) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.
- (7) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), Florida Statutes.
- (8) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(9) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(10) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, Florida Statutes.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes & 61G1 Florida Administrative Code. Where special conditions exist, the Building Official is authorized to require additional construction documents to be prepared by a registered design professional. Electronic media documents shall be submitted when required by the Building Official, in a format acceptable to the Building Official, and may require only one set of submittals.

Exception: The Building Official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that

review of construction documents is not necessary to obtain compliance with this code.

If the design professional is an architect, interior designer, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in Chapter 481, Florida Statutes, Part I, or landscape architecture as provided for in Chapter 481, Florida Statutes, Part II, or engineering as provided for in Chapter 471, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

107.2 Construction documents. Construction documents shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents. Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.1.1 For roof assemblies required by the code, the construction documents shall illustrate, describe, and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer certifying suitability for the specific site must be submitted with the construction documents.

107.2.1.2 Additional data. The Building Official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the Building Official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The Building Official may establish, through Departmental policy, other standards for

plans and specifications, including electronic format, in order to provide conformity to its electronic permit review and record retention program. This policy may include such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

107.2.2 Fire protection system shop drawings. Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier the construction documents shall include details for all element of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.6 Site plan. The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and

construction that are to remain on the site or plot. The Building Official is authorized to waive or modify the requirement for a site plan when the application for *permit* is for *alteration* or repair or when otherwise warranted.

107.2.6.1 Design flood elevations. Where design flood elevations are not specified, they shall be established in accordance with Section 1612.3.1. Design flood elevations shall be uniformly specified utilizing the currently effective NAVD 88.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the Building Official or a duly authorized representative, as required by the Florida Building Code.

107.2.7 Structural information. The construction documents shall provide the information specified in Section 1603.

107.3 Examination of documents. The Building Official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the Building Official, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the Building Official issues a permit, the construction document shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the Building Official. The other set shall be returned to the

applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a registered design professional, the Building Official shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building. Those products which are regulated by FAC Rule 61G20 shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official.

Deferral of any submittal items shall have the prior approval of the Building Official. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the Building Official.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, or Chapter 481 Florida Statutes, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the Building Official shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:
 - Parking
 - Fire access
 - Vehicle loading
 - Driving/turning radius
 - Fire hydrant/water supply/post indicator valve (PIV)
 - Set back/separation (assumed property lines)
 - Location of specific tanks, water lines and sewer lines
 - Flood hazard areas, flood zones, and design flood elevations
2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
 - Fire-resistant separations
 - Fire-resistant protection for type of construction
 - Protection of openings and penetrations of rated walls
 - Fire blocking and draftstopping and calculated fire resistance
5. Fire suppression systems shall include:

- Early warning smoke evacuation systems
- Schematic fire sprinklers
- Standpipes
- Pre-engineered systems
- Riser diagram
- 6. Life safety systems shall be determined and shall include the following requirements:
 - Occupant load and egress capacities
 - Early warning
 - Smoke control
 - Stair pressurization
 - Systems schematic
- 7. Occupancy load/egress requirements shall include:
 - Occupancy load
 - Gross
 - Net
 - Means of egress
 - Exit access
 - Exit
 - Exit discharge
 - Stairs construction/geometry and protection
 - Doors
 - Emergency lighting and exit signs
 - Specific occupancy requirements
 - Construction requirements
 - Horizontal exits/exit passageways
- 8. Structural requirements shall include:
 - Soil conditions/analysis
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Impact resistant coverings or systems
 - Structural calculations (if required)
 - Foundation
 - Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
 - Wall systems
 - Floor systems
 - Roof systems
 - Threshold inspection plan
 - Stair systems
- 9. Materials shall be reviewed and shall at a minimum include the following:
 - Wood
 - Steel
 - Aluminum

Concrete

Plastic

Glass

Masonry

Gypsum board and plaster

Insulating (mechanical)

Roofing

Deck coatings

Insulation

Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:

Site requirements

Accessible route

Vertical accessibility

Toilet and bathing facilities

Drinking fountains

Equipment

Special occupancy requirements

Fair housing requirements

11. Interior requirements shall include the following:

Interior finishes (flame spread/smoke development)

Light and ventilation (including corresponding portion of the energy code)

Sanitation

12. Special systems:

Elevators

Escalators

Lifts

13. Swimming pools:

Barrier requirements

Spas

Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical

1. Electrical:

Wiring

Services

Feeders and branch circuits

Overcurrent protection

Grounding

Wiring methods and materials

GFCIs

Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. Design flood elevation

Plumbing

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical

1. Mechanical portions of the energy calculations
2. Exhaust systems:
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces, and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation

15. Laboratory
16. Design flood elevation

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
 - Set back/separation (assumed property lines)
 - Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke detector locations
5. Egress
 - Egress window size and location stairs construction requirements
6. Structural requirements shall include:
 - Wall section from foundation through roof, including assembly and materials, connector tables, wind requirements, and structural calculations (if required)
 - Termite protection
 - Design loads
 - Wind requirements
 - Building envelope
 - Foundation
 - Wall systems
 - Floor systems
 - Roof systems
 - Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials
7. Accessibility requirements: show/identify accessible bath
8. Impact resistant coverings or systems

9. Residential Energy Code submittal (including calculation and mandatory requirements)
10. Electrical:
Electric service riser with wire sizes, conduit detail and grounding detail
Complete load calculations, Panel schedules
11. Mechanical:
Equipment and location, Duct systems
12. Plumbing:
Plumbing riser
13. Gas:
Gas piping
Venting
Combustion air
Chimneys and vents
Appliances
Type of gas
Fireplaces
LP tank location
Riser diagram/shutoffs
14. Swimming Pools
Barrier requirements
Spas
Wading pools

Manufactured buildings/housing -

1. Site requirements
Setback/separation (assumed property lines)
Location of septic tanks (if applicable)
2. Structural
Wind zone
Anchoring
Blocking
3. Plumbing
List potable water source and meter size (if applicable)
4. Mechanical
Exhaust systems
Clothes dryer exhaust
Kitchen equipment exhaust
5. Electrical exterior disconnect location

Exemptions.

Plans examination by the *Building Official* shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs (as determined by local jurisdiction)
3. Minor electrical, plumbing, and mechanical repairs
4. Annual maintenance permits
5. Prototype plans
Except for local site adaptations, siding, foundations and/or modifications.
Except for structures that require waiver.
6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the approved construction documents, and any changes made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

107.5 Retention of construction documents. One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes. Nothing aforesaid shall preclude plan review or inspections by the Building Official (See also Section 105.14). On applications in which private provider services are utilized, all time frames shall adhere to time frames as indicated in Florida Statutes 553.791 7(a).

107.6.1 Building permits issued on the basis of an affidavit in special flood hazard areas. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept

plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service, but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat, or power in NFPA 70.

108.4 Termination of approval. The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure to be removed or use to be discontinued.

SECTION 109 FEES

109.1 Payment of fees. A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, a fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;

- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a permit shall provide an estimated permit value at time of application. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or without prior approval from the Building Official as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Building Official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

109.6 Refunds. The Building Official is authorized to establish and publish a refund policy through local ordinance, which is located in the Village of Palm Springs MuniCode Ch 10, section 10.56.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a permit is required shall be subject to inspection by the Building Official and such construction or work shall remain exposed and provided with access for inspection purposes until approved.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The Building Official shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the Building Official nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the Building Official, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The Building Official may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications, and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

The Building Official may require the owner to employ an inspection service in the following instances:

1. For buildings or additions of Type I construction;
 2. For all major structural alterations;
 3. Where the concrete design is based on compressive strength in excess of 3000 pounds per square inch;
 4. For pile driving;
 5. For buildings with an area greater than 20,000 square feet;
 6. For buildings more than two stories in height; or
 7. For buildings and structures of unusual design or methods of construction.
- Such inspectors shall be present when work is underway on the structural elements of the building to adequately attest to its compliance. Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, Florida Statutes may perform the inspections, under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the Building Official and including a code compliance opinion of the resident inspector. At the completion of the construction work or project, the architect or engineer shall submit a certificate

of compliance to the Building Official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the Building Official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the Building Official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the Building Official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a registered Florida professional engineer to inspect and certify the installation and/or construction.

110.1.3.1 Exception: Affidavits may not be accepted for inspection of elements of construction which require inspection by the local jurisdiction under the requirements of Title 44, Code of Federal Regulations, Parts 59 and 60, and the local flood damage prevention ordinance.

110.2 Preliminary inspection. Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures, and sites for which an application has been filed.

110.3 Required inspections. The Building Official upon notification from the permit holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:
 - Stem-wall
 - Monolithic slab-on-grade

- Piling/pile caps
- Footers/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the Authority having Jurisdiction.

2. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved and shall at a minimum include the following building components:

- Window/door framing
- Window U-factor/SHGC as indicated on approved calculations
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
- Draft stopping/fire blocking
- Curtain wall framing
- Energy insulation (Insulation R-factor as indicated on approved calculations)
- Accessibility.

- Verify rough opening dimensions are within tolerances.

- Window/door buck attachment

2.1. Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal Includes wall and ceiling insulation.

2.2 Lath and gypsum board inspection for fire-resistance-rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing

- Wall sheathing

- Continuous air barrier

- Exterior Siding/Cladding

- Sheathing fasteners

- Roof/wall dry-in.

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material. **Exception:** ring shank nails shall be bent over and a new fastener installed.

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

- Exterior wall coverings and veneers

- Soffit coverings

5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:

- Dry-in
- Insulation
- Roof coverings (including In Progress as necessary)
- Insulation on roof deck (according to submitted energy calculation)
- Flashing
- Sheathing

5.1. Re-Roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the Building Official.

6. Final inspection. To be made after the building, including all sub-trade inspections, is completed and ready for occupancy.

6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding, and main drain and prior to placing of concrete shell.

1. Steel reinforcement inspection
2. Underground electric inspection.
3. Underground piping inspection including a pressure test.
4. Underground electric inspection under deck area (including the equipotential bonding)
5. Underground piping inspection under deck area.
6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
8. Final pool piping.
9. Final Electrical inspection.
10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17. of this code

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations. Final inspection to be made after all demolition work is completed.
9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).
10. Where impact resistant coverings or impact resistant systems are installed, the Building Official shall schedule adequate inspections of impact resistant coverings or impact resistant systems to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building electrical system is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.

·includes plumbing provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building plumbing system is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

·includes mechanical provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building mechanical system is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

·includes gas provisions of the energy code and approved calculations provisions.

2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification shall be submitted to the Building Official.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an

impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and approved.

110.3.7 Fire- and smoke-resistant penetrations.

Protection of joints and penetrations in fire-resistance rated assemblies, smoke barriers and smoke partition shall not be concealed from view until inspected and approved.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with FBC, Energy Conservation and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation *R*- and *U*-values, fenestration *U*-value and Solar Heat Gain Coefficient, duct system *R*-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.7, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. Reserved.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building permit is completed.

110.3.11.1 Flood hazard documentation. If located in a flood hazard area, shall be submitted to the Building Official prior to the final inspection.

110.3.11.2 Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *Building Official* has been received.

110.3.13 Impact resistant coverings or systems. Where impact resistant coverings or systems are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.

2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. The Building Official is authorized to accept reports of approved inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building permit or their duly authorized agent to notify the Building Official when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the Building Official. The Building Official, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the Building Official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under Section 553.71(7), Florida Statutes, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this Section and Chapter 633, Florida Statutes.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida Statutes, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, without duplicative inspection by the building department. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida

Statutes, or certified as a special inspector under Chapter 471 or 481, Florida Statutes. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, are in addition to the minimum inspections required by this code.

110.9 Impact of construction. All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage runoffs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional, as appropriate under Florida law, shall be submitted to the inspector in order to receive approval of the final inspection.

SECTION 111 CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the Building Official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from permits under Section 105.2.

111.2 Certificate issued. After the Building Official inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the Building Official shall issue a certificate of occupancy that contains the following:

1. The building permit number.
2. The address of the structure.
3. The name and address of the owner or the owner's authorized agent.

4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the authority having jurisdiction
7. The name of the Building Official.
8. The edition of the code under which the permit was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design occupant load.
12. If an automatic sprinkler system is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building permit.

111.3 Temporary occupancy. The Building Official is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The Building Official is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the Building Official.

112.2 Temporary connection. The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS

Construction Board of Adjustment and Appeals.

113.1 Appointment. There is hereby established a board to be called the Construction Board of Adjustment and Appeals, which shall consist of five members and two alternates. The village council shall appoint the board.

113.2 Membership and terms.

(a) Membership. The construction board of adjustment and appeals shall consist of seven members. Such board members shall be composed of individuals with knowledge and experience in the technical codes to include, if possible, an architect, engineer, general contractor, electrical contractor, HVAC contractor, plumbing contractor, and any other contractor licensed category or building inspectors, plans examiners, or Building Officials licensed by F.S. Chapter 468. In addition to the regular members, there should be two alternate members, one member with the qualifications referenced above and one member at large from the public. A board member shall not act in a case in which he has a personal or financial interest.

(b) Terms. The terms of office of the board members shall be staggered so no more than one-third of the board is appointed or replaced in any 12-month

period. The two alternates, if appointed, shall serve three-year terms. Vacancies shall be filled for an unexpired term in the manner in which original appointments are required to be made. Three absences of any member from required meetings of the board shall in a 12-month period, at the discretion of the applicable governing body, render any such member subject to immediate removal from office.

(c) Quorum and voting. A simple majority of the board shall constitute a quorum. In varying any provision of this Code, the affirmative votes of the majority present, but not less than three affirmative votes, shall be required. In modifying a decision of the Building Official, not less than four affirmative votes shall be required. In the event that regular members are unable to attend a meeting, the alternate members, if appointed, shall vote.

(d) Secretary of board. The Village Clerk or his/her authorized representative shall act as secretary of the board and shall make a detailed record of all of its proceedings, which shall set forth the reasons for its decision, the vote of each member, the absence of a member, and any failure of a member to vote.

113.3. Powers. The construction board of adjustments and appeals shall have the power to hear appeals of decisions and interpretations of the Building Official and consider variances of the technical codes.

113.4. Appeals/Variances.

(a) Decision of the Building Official. The owner of a building, structure or service system, or duly authorized agent, may appeal a decision of the Building Official to the construction board of adjustment and appeals whenever any one of the following conditions are claimed to exist:

1. The Building Official rejected or refused to approve the mode or manner of construction proposed to be followed or materials to be used in the installation or alteration of a building, structure or service system.
2. The provisions of this Code do not apply to this specific case.
3. That an equally good or more desirable form of installation can be employed in any specific case.
4. The true intent and meaning of this Code or any of the regulations hereunder have been misconstrued or incorrectly interpreted.

(b) Variances. The construction board of adjustments and appeals, when so appealed to and after a hearing, may vary the application of any provision of this Code to any particular case when, in its opinion, the enforcement thereof

would do manifest injustice and would be contrary to the spirit and purpose of this or the technical codes or public interest, and also finds all of the following:

1. That special conditions and circumstances exist which are peculiar to the building, structure or service system involved and which are not applicable to others.
2. That the special conditions and circumstances do not result from the action or inaction of the applicant.
3. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Code to other buildings, structures or service system.
4. That the variance granted is the minimum variance that will make possible the reasonable use of the building, structure or service system.
5. That the grant of the variance will be in harmony with the general intent and purpose of this Code and will not be detrimental to the public health, safety and general welfare.

(c) Conditions of the variance. In granting the variance, the board may prescribe a reasonable time limit within which the action for which the variance is required shall be commenced or completed or both. In addition, the board may prescribe appropriate conditions and safeguards in conformity with this Code. Violation of the conditions of a variance shall be deemed a violation of this Code.

(d) Notice of appeal. Notice of appeal shall be in writing and filed within 30 calendar days after the Building Official renders the decision. The failure of an aggrieved party to file an appeal within the 30-day period shall render the appeal untimely and the appeal shall be summarily dismissed by the board and may not be heard by the board.

(e) Unsafe or dangerous buildings or service systems. In the case of a building, structure or service system, which in the opinion of the Building Official, is unsafe, unsanitary or dangerous, the Building Official may, in the order, limit the time for such appeals to a shorter period.

113.5 Procedures of the board.

(a) Rules and regulations. The board may establish rules and regulations for its own procedure not inconsistent with the provisions of this Code.

(b) Application for appeal.

1. All appeals of administrative decisions shall be made by completing and submitting a technically complete appeal form using forms prescribed by the village together with the payment of the appeal filing fee. The filing fee is an administrative cost that has been established by resolution of the village council and which may be amended from time to time. The aggrieved party or appellant may provide additional information and documentation in addition to the information requested on the village form. The appeal shall specify at a minimum the following:
 - a. A detailed description of the decision, interpretation, requirement or determination which is being appealed.
 - b. A copy of the written decision, interpretation, requirement or determination which is being appealed which also reflects the date when such action was taken by the Building Official.
 - c. The form of relief that the aggrieved party ("appellant") is requesting.
 - d. A statement as to whether any code enforcement proceedings have been initiated by the village that involve the subject matter of the appeal and if the subject of the appeal has been heard and ruled upon by the Village's Special Magistrate.
 - e. The sections of the Village Code and/or the Florida Building Code that are at issue.
 - f. The appeal application form must be executed, sworn to under oath and notarized by the owners of at least 75 percent of the property described in the application. If the appeal is submitted by an agent of the property owner or an agent of a tenant or contract purchaser, or other person aggrieved by the decision, the appeal must be accompanied by a written power of attorney appointing the agent to act on behalf of the appellant in the proceedings. The power of attorney shall be subject to review as to form and legal sufficiency by the village attorney, and may be rejected if the document is not deemed legally sufficient in the sole discretion of the village attorney.
 - g. Attach all documents and other tangible evidence to support your position in the appeal.
2. If an aggrieved party/appellant fails to submit a technically sufficient appeal using the application form provided by the village, the appeal will not be scheduled for hearing until a technically complete appeal has been submitted. The submission of an appeal that is not technically sufficient, does not toll the running of the 30-day appeal period, and unless a sufficient

appeal is received with the 30-day period, the appeal will be forever time barred.

3. All properties described in one application must be contiguous and immediately adjacent to one another, and the administrative official may require more than one application if the property concerned contains more than ten acres or if the fee paid for one application would not equal the cost of processing the application.
4. Only applications which the board is authorized to consider and act upon shall be accepted for filing, and no application shall be considered or construed to be filed until the required fee has been paid.

113.6 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

SECTION 114 VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The Building Official is authorized to serve a notice of violation or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the Building Official is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

115.1 Authority. Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

116.1 Unsafe buildings or systems. All buildings, structures, electrical, gas, mechanical or plumbing systems which are unsafe, unsanitary, or do not provide adequate egress, or which constitute a fire hazard, or are otherwise dangerous to human life, or which in relation to existing use, constitute a hazard to safety or health, are considered unsafe buildings or service systems. All such unsafe buildings, structures or service systems are hereby declared illegal and shall be ordered by the Building Official to be abated by the owner, through repair and rehabilitation or by demolition in accordance with the Code. The extent of repairs shall be determined by the Building Official.

116.1.1 When the Building Official determines a building, structure, electrical, gas, mechanical or plumbing system or portion thereof is unsafe, as set forth in this Code he/she shall provide the owner, agent or person in control of such building, structure, electrical, gas, mechanical or plumbing system a written notice of violation stating the defects thereof. This notice shall require the owner within a stated time either to complete specified repairs or improvements, or to demolish and remove the building, structure, electrical, gas, mechanical or plumbing system or portion thereof. At the option of the local government, the processes and procedures for code enforcement under Florida Statute 162 may be utilized to abate a violation under this section. If this statutory method of enforcement is invoked, the Building Official shall act in the

role of code inspector as authorized in Section 114 of this code to initiate enforcement proceedings, and notice shall be in accordance with the provisions of the Statute.

116.1.2 If necessary, the notice shall also require the building, structure, electrical, gas, mechanical, plumbing systems or portion thereof to be vacated and/or disconnected, and not reoccupied and/or reconnected until the specified repairs and improvements are completed, inspected and approved by the Building Official. The Building Official shall post at each entrance to the building a placard stating: THIS BUILDING IS UNSAFE AND ITS USE OR OCCUPANCY HAS BEEN PROHIBITED BY THE BUILDING OFFICIAL. This placard shall remain posted until the required repairs are made or demolition is completed. It shall be unlawful for any person, firm or corporation or its officers, agents, or other servants, to remove the posting without written permission of the Building Official, or for any person to enter the building, or use the building or system(s) except for the purpose of making the required repairs or of demolishing same.

116.1.3 In case the owner, agent, or person in control cannot be found within the stated time limit, or, if such owner, agent, or person in control shall fail, neglect, or refuse to comply with notice to repair, rehabilitate, or to demolish, and remove said building, structure, electrical, gas, mechanical or plumbing system or portion thereof, the Building Official, acting as a code inspector, shall notify an enforcement board and request a hearing. In the case of the violation posing a serious threat, and after having ascertained the cost, the Building Official may take action to cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof, to be demolished, secured, repaired, or required to remain vacant or unused. Taking such action does not create a continuing obligation on the part of the Building Official to continue with maintaining such building, structure, or system; or create liability for any damage to the property.

116.1.4 The decision of the Building Official shall be final in cases of emergency, which, in the opinion of the Building Official, involve imminent danger to human life or health, or the property of others. He/she shall promptly cause such building, structure, electrical, gas, mechanical or plumbing system or portion thereof to be made safe or cause its removal. For this purpose he/she may at once enter such structure or land on which it stands, or abutting land or structures, with such assistance and at such cost as he may deem necessary. He/she may order the vacating of adjacent structures and may require the protection of the public by appropriate fence or such other means as may be necessary, and for this purpose may close a public or private way.

116.2 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate means of egress facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe

structures shall be taken down and removed or made safe, as the Building Official deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.3 Record. The Building Official shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.4 Notice. If an unsafe condition is found, the Building Official shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the Building Official acceptance or rejection of the terms of the order.

116.5 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.6 Restoration. Where the structure or equipment determined to be unsafe by the Building Official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of Section 105.2.2 and the Florida Building Code, Existing Building.

116.7 Enforcement proceedings; hearings. Violation proceedings and hearings for unsafe structures and equipment will be conducted before the code enforcement board or special magistrate in accordance with the provisions set forth in Florida Statute 162. The owner of property that is subject to an enforcement proceeding before an enforcement board, special magistrate, or court is required to make disclosures as outlined in Florida Statute 162 before a transfer of property, and failure to make the required disclosures creates a presumption of fraud.

116.8 Administrative fines; costs to repair; liens. All costs associated with taking a case before the enforcement board shall be recovered where the jurisdiction prevails. Whenever one of the orders of the enforcement board or the special magistrate has not been complied with by the time set for compliance, for each day thereafter during which each violation continues past the date set for compliance, the enforcement board or the special magistrate may impose a fine. All costs incurred as a result of actions taken per

Section 114 are charged to the violator. A certified copy of an order imposing a fine, or a fine plus repair, and the costs of prosecuting the case, may be recorded in the public records and shall thereafter constitute a lien against the land where the violation exists and upon any other real or personal property owned by the violator. If an order is recorded in the public records pursuant to this subsection, and it has been complied with by the date specified in the order, the enforcement board shall issue an order acknowledging compliance that shall be recorded in the public record. A hearing is not required for the issuance of such a compliance order.

116.9 Appeal. An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board or special magistrate 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 enforcement board. An appeal shall be filed within 30 days of the execution of the order to be appealed.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management, (Village of Palm Springs Code of Ordinance) [Chapter 34](#), Article II "Floodplain Management," shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building Chapter 27.

Section 2. Codification. This ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs, Florida.

Section 3. Repeal of Conflicting Ordinances. All ordinances, resolutions or parts of ordinances and resolutions in conflict with this Ordinance are hereby repealed.

Section 4. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 5. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
BEVEVERLY SMITH, MAYOR	☐	☐	☐
PATTI WALLER , VICE MAYOR	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____

BEVERLY SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

BCAB MODEL ADMINISTRATIVE CODE
FOR THE 7th Edition (2020) FLORIDA BUILDING CODE

Copyright Notice

ALL RIGHTS RESERVED. The BCAB Model Administrative Code contains substantial material owned and copyrighted by International Code Council. The ICC has granted a non-exclusive license to the Florida Department of Business and Professional Regulation to make the Florida Building Code available. This material is made available through the BCAB web site in order that municipalities may have a tool for the integration of administrative provisions from the Florida Building Code and the 2015 International Building Code.

Reproduction and use of those portions of the code containing ICC copyrighted material is limited by agreement with the State of Florida. Reproduction and distribution of ICC copyrighted material by private individuals, including, without limitation, electronic, optical, mechanical or any other means whatsoever, is expressly prohibited without the express written consent of ICC.

TRADEMARKS. "ICC" and the "ICC" logo are trademarks of the International Code Council, Incorporated.

Legend:

Plain Text is from the FBC 7th Ed' (2020)

Shaded Text is from the BOAF recommended changes to FBC 2017

The red text is guidance and should be removed before adoption.

Underlined green with yellow highlight text is from the BCAB recommended changes to FBC 2017

Purple Shaded White Text = FBC 2020 Changes

Green Shaded White Text = 2020 BCAB recommended changes to 2020 FBC

Chapter 1

Scope and Administration

PART 1—SCOPE AND APPLICATION

SECTION 101 GENERAL

101.1 Title. These regulations shall be known as the *Florida Building Code*, hereinafter referred to as “this code.”

101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exception:

1. Detached one- and two-family *dwelling*s and multiple single-family *dwelling*s (*townhouses*) not more than three *stories* above *grade plane* in height with a separate *means of egress* and their accessory structures not more than three stories above grade plane in height, shall comply with the *Florida Building Code, Residential*.
2. Code Requirements that address snow loads and earthquake protection are pervasive; they are left in place but shall not be utilized or enforced because Florida has no snow load or earthquake threat.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted. (List the adopted Appendices here)

101.2.2 Florida Building Code, Residential Construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting. Further, no employee shall be liable in tort for damage from such conditions, in accordance with Section 768.28 Florida Statutes, as may be amended or replaced.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.911 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

101.4.3 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. *(This is where to reference your jurisdictions Property Maintenance code or minimum housing code or ordinance)* The provisions of the International Property Maintenance Code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the *Florida Building Code, Energy Conservation* shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the *Florida Existing Building Code* shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the *Florida Building Code, Accessibility*.

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code, Building*, and Rule 61-41 *Florida Administrative Code*.

101.4.10 Electrical. The provisions of Chapter 27 of the Florida Building Code, Building Volume shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

101.4.11 Flood Damage Prevention *(This is where to reference your jurisdictions appropriate code or ordinance)*

101.5 Building Official. Whenever, the building official is mentioned in this code, it is also intended to mean the building official's designee, wherever applicable.

SECTION 102

APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 The *Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the *Florida Building Code*. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

- (a) Building and structures specifically regulated and preempted by the federal government.
- (b) Railroads and ancillary facilities associated with the railroad.
- (c) Nonresidential farm buildings on farms.
- (d) Temporary buildings or sheds used exclusively for construction purposes.
- (e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Section 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
- (f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, which are directly involved in the generation, transmission, or distribution of electricity.
- (g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
- (h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m²) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m²) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:

1. Is not rented or leased or used as a principal residence;
2. Is not located within the 100-year floodplain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
3. Is not connected to an off-site electric power or water supply.

(l) Service providers of water, sewer, storm, gas, cable, telephone, or other similar utility systems are exempt to the point of service connection for the building or structure.

102.2.1 In addition to the requirements of Section 553.79 and 553.80, *Florida Statutes*, facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code*, Building for all residential buildings or structures of the same occupancy class.

7. The requirements of Florida Building Code, Existing Building Volume, are also satisfied.

102.2.3 The *building official* shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

102.2.5 Each enforcement district shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the Florida Building Code relating to:
 - a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m²) or the square footage of the primary structure, whichever is less.
 - b. Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed \$5,000 within any 12-month period.
 - c. Building and inspection fees.
2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.
3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

4. However, each enforcement district or local enforcement agency may establish an alternative permitting program for replacing nonstructural components of building systems in a residential dwelling unit. A licensed contractor performing such work for the resident shall also be exempt from individual permits and inspections if either the owner or the licensed contractor obtains a valid Annual Permit per Section 105.1.1 of this code and all such work is reported as required in Section 105.1.2 of this code for compliance evaluation. No added capacity, system expansion or new building work of any type shall be excluded from individual permit and inspection by this provision.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *Florida Building Code, Existing Building*, *International Property Maintenance Code (Or what you have referenced in 101.4.4)* and the *Florida Fire Prevention Code*, *and (what you have referenced in 101.4.4)*.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the *Florida Building Code* or *Florida Residential Code*, as applicable, for new construction or with any current permit for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Fire Prevention Code* *International Property Maintenance Code (Or what (What you have referenced in 101.4.4)*, or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

- (1) Relocation of an existing manufactured building does not constitute an alteration.
- (2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.
- (3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT

SECTION 103 DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the *building official*.

103.2 Appointment. The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy *building official*, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

For the maintenance of existing properties, see ~~the International Property Maintenance Code.~~ *(Or (what you have referenced in 101.4.4))*

103.4 Restrictions on employees. (Reserved).

SECTION 104 DUTIES AND POWERS OF **THE** BUILDING OFFICIAL

104.1 General. The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and permits. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, **and service systems**, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair of substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement* or *repair of substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612.

104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

104.7 Department records. The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee **or board member** because of an act performed by that officer or employee **or board member** in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee **or board member** because of an act performed by that officer or employee **or board member** in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices *approved* by the *building official* shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless *approved* by the *building official*.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.10.1 Flood hazard areas. The *building official* shall coordinate with the floodplain administrator to review requests submitted to the *building official* that seek approval to modify the strict application of the flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, *fire resistance*, durability and safety. Where the alternative material, design or method of construction is not *approved*, the *building official* shall respond in writing, stating the reasons why the alternative was not *approved*.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official*.

SECTION 105 PERMITS

105.1 Required. Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing, *fire protection system, or accessible or flood resistant site element, system*, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the *building official* and obtain the required *permit*.

105.1.1 Annual facility permit. In lieu of an individual *permit* for each *alteration* to an *existing* electrical, gas, mechanical or plumbing or interior nonstructural office system(s), the *building official* is authorized to issue an annual *permit* for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The *building official* shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility permit shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate permit shall be obtained for each facility and for each construction trade, as applicable. The permit application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility permit records. The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated. The building official is authorized to revoke such permit, if code violations are found to exist.

105.1.3 Food permit. In accordance with 500.12, *Florida Statutes*, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, *Florida Statutes*. A certificate of completion or occupancy may not be issued until such operating permit is issued. The local enforcing agency shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, *Florida Statutes*. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

105.2 Work exempt from permit. Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special flood hazard area. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the *local floodplain management ordinance*. As determined by the building official, P-permits shall not be required for the following: (This section may need to be adjusted to your local jurisdictions requirements)

Building:

1. Building permits are not required for replacement or repair work having a value of less than \$1,000.00, providing, however, that such work will not adversely affect the structural integrity, fire rating, exit access or egress requirements.

2. Cabinets and countertops with no reconfiguration for 1&2 Family Dwellings, painting, papering, carpeting, and similar finish work, with no electrical or plumbing work.

3. Temporary motion picture, television and theater sets and scenery.

4. Traditional swings and other standard playground equipment accessory to detached one and two-family dwellings, as determined by the building official, but they may be subject to Zoning permits.

5. Retractable awnings supported by an exterior wall and do not require additional support of Groups R-3 and U occupancies, but they may be subject to Zoning permits.

6. Non-fixed and movable fixtures, cases, racks, and counters not over 5 feet 9 inches (1753 mm) in height.

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m2).

2. Fences not over 7 feet (1829 mm) high.

3. Oil derricks.

4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.

6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an *accessible route*.

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.

10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

11. Swings and other playground equipment accessory to detached one- and two-family *dwelling*s.

12. Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support of Groups R-3 and U occupancies.

13. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:

Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:

1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:

1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.

7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

8. The installation, replacement, removal or metering of any **electrical** load management control device **where installed by a utility service provider.**

Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

3. The replacement of common household plumbing fixtures to existing supply lines and outlets in 1&2 Family Dwellings. This does not include water heaters, bathtubs and showers.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next **working** business day to the *building official*. **Notification shall be given to the building official, including the work address, nature of emergency, and scope of work immediately, or by the next business day.**

105.2.2. Minor repairs. Ordinary minor repairs may be made with the approval of the *building official* without a permit, provided the repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for permit. To obtain a *permit*, the applicant shall first file an application therefor **e** in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Section 713.135(5) and (6), *Florida Statutes*.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

Effective October 1, 2017, a local enforcement agency shall post each type of building permit application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the permit application may be submitted in person in a non-electronic format, at the discretion of the *building official*.

105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefore. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefore as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the *building official* shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the enforcing agency which issues the permit any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than \$125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than \$125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of \$125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is \$47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower this is considered to be an 18-ton system.

NOTE: It was further clarified by the Commission that the limiting criteria of 100 persons and \$125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than \$5,000.

5. Electrical documents. See Florida Statutes 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. ~~The Any system which;~~ Requires an electrical system with a value of over \$125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;

1. Requires an electrical or plumbing or air-conditioning and refrigeration system with a value greater than \$125,000; and

2.a. Requires an aggregate service capacity of greater than 600 amperes (240 volts) on a residential electrical system or greater than 800 amperes (240 volts) on a commercial or industrial electrical system;

b. Requires a plumbing system with more than 250 fixture units; or

c. Requires a heating, ventilation, and air-conditioning system which exceeds a 15-ton-per-system capacity, or if the project is designed to accommodate more than 100 persons.

~~NOTE: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer.~~

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*

105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, ~~or for any 180 day period of abandonment or suspension during the application process,~~ unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing ~~prior to the abandonment date,~~ and with justifiable cause demonstrated. ~~Abandoned applications shall be subject to destruction in accordance with state law. The fee for renewal, re-issuance, and extension of a permit application shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit application extensions and renewals.~~

105.3.3 An enforcing authority may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: “NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, such as the requirement for Home or Property Owners Association approval, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies.”

105.3.4 A building permit for a single-family residential dwelling must be issued within 30 working days of application therefore unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the *Florida Building Code* or the enforcing agency’s laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers’ Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal contractor exemption. Refer to Section 105.9 for additional requirements. A licensed asbestos removal contractor is not required when moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 Public right of way. A permit shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises,

unless the applicant has received a right of way permit from the authority having jurisdiction over the street, alley or public lane

105.4 Conditions of the permit. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of any other federal, state and local laws, ordinances, codes and regulations ~~the jurisdiction~~. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of ~~the any other federal, state and local laws, ordinances, codes and regulations~~ jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction or of any other federal, state and local laws, ordinances, codes and regulations.

105.4.1 Permit intent. A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the *building official* from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced.

105.4.1.1 If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new permit or revalidation (renewal) of the original permit is not obtained within 180 days from the date the initial permit became null and void, the *building official* is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

105.4.1.3 Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process, or due to action by an environmental or archeological agency having jurisdiction. The building official is authorized to grant, in writing, one or more extensions of time, for periods not more than 3 months each. The extension shall be requested in writing and justifiable cause demonstrated, prior to expiration.

105.4.1.4 The fee for renewal, reissuance and extension of a permit shall be set forth by the administrative authority. There may be fees or requirements from other government agencies for permit extensions and renewals.

105.54.2 Additional options for closing a permit. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building permit, may close a building permit by complying with the following requirements:

1.) The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the permit. If a contractor other than the original contractor

listed on the permit is hired by the property owner to close the permit, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.

2.) The property owner may assume the role of an owner-builder, in accordance with Sections 489.103(7) and 489.503(6), *Florida Statutes*.

3.) If a building permit is expired and its requirements have been substantially completed as determined by the local enforcement agency, the permit may be closed without having to obtain a new building permit, and the work required to close the permit may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the permit, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.

4.) A local enforcement agency may close a building permit 6 years after the issuance of the permit, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

For purposes of this section, the term “close” means that the requirements of the permit have been satisfied.

105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* is suspended or abandoned for a period of 180 days after the time the work is commenced. ~~†The permit holder and property owner shall be responsible to either: (1) Complete the work: renew the permit, if applicable, or obtain a new permit to~~ complete all work in accordance with the permitted plans and inspection ~~or (2) Remove the work: renew the permit and revise the plans, if applicable, or obtain a new permit to~~ remove any partially completed work in a safe and code compliant manner. ~~Any work not removed shall be subject to the penalties for unpermitted work.~~ The *building official* is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the *building official*.

~~105.5.1 The *building official* is authorized to reject new permit applications from a contractor who holds more than (Set the number of expired permits based upon your local needs) expired or inactive permits.~~

~~105.5.1.1 For the purposes of this subsection, a *closed permit* shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the *building official*.~~

~~105.5.1.2 For the purposes of this subsection, an *open permit* shall mean a permit that has not satisfied all requirements for completion as defined in 105.5.1.1.~~

~~105.5.2 The *building official* is authorized to administratively close expired or inactive trade permits after (Set this time limit (in years) based upon your local needs) years of expiration when no safety hazard exists and no code violations have been previously identified.~~

~~105.5.3 Closing out or resolving open or expired permits shall be the responsibility of the permit applicant and the property owner. Failure to close out or resolve open permits may be reported to the proper authority by the *building official*.~~

105.6 Denial or revocation. Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the Florida Building Code, the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to; issue a notice of violation to; or fine, penalize sanction or assess fees against an arm's-length purchaser of a property for value solely because a building permit applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the permit.

Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building permit to a contractor solely because the contractor is listed on other building permits that were not closed.

105.6.1 Misrepresentation of application. The building official may revoke a permit or approval, issued under the provisions of this code, when there has been any false statement or misrepresentation as to the material fact in the application or plans on which the permit or approval was based.

105.6.2 Violation of code provisions. The building official may require correction or revoke the permit upon determination by the building official that the construction, erection, alteration, repair, moving, demolition, installation, or replacement of the building, structure, electrical, gas, mechanical or plumbing systems for which the permit was issued is in violation of, or not in conformity with, the provisions of this code.

105.7 Placement of permit. The building permit or copy shall be kept on the site of the work until the completion of the project. (CA – B – Ch. 1- Comment #1)

105.8 Notice of commencement. In accordance with Section 713.135, *Florida Statutes*, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced type: “WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.”

105.9 Asbestos. The enforcing agency shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law. Refer to Section 105.3.6 “Asbestos Removal Contractor Exemption” of this code for additional requirements.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval. For a bait system, see Section 1816.1.7 of the Florida Building Code for contract document requirements.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before permit issuance. Upon written request and approval of the *building official*, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

105.13 Phased permit approval. After submittal of the appropriate construction documents, the *building official* is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 Permit issued on basis of an affidavit. The building official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the *building official*, are hazardous or complex, the *building official* shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the *building official* written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the *building official*. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, *Florida Statutes*. Nothing aforesaid shall preclude plan review or inspections by the building official (See also Section 107.6).

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code*.

105.15 Opening protection. When any activity requiring a building permit that is applied for on or after July 1, 2008, and for which the estimated cost is \$50,000 or more for a site built single-family detached residential structure that is located in the wind borne debris region as defined in this Code and that has an insured value of \$750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of \$750,000 or more; opening protections as required within this Code or *Florida Building Code, Residential* for new construction shall be provided.

Exception: Single family residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection,

alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in Section 161.54, *Florida Statutes* or as defined in the *Florida Building Code*.
2. A change of occupancy as defined in the *Florida Building Code*.
3. A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), *Florida Statutes* or as defined in the *Florida Building Code*.
4. A historic building as defined in the *Florida Building Code*.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:

1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).
3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with Sections 933.20-933.30, *Florida Statutes*.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:

- (a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, *Florida Statutes*.
- (b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in Section 489.505, *Florida Statutes*, that is hardwired and operating at low voltage, as defined in the National Electrical Code Standard 70, and ancillary components or equipment attached to such a system, including, but not limited to, home-automation equipment, thermostats, and video cameras.
- (c) "Wireless alarm system" means a burglar alarm system or smoke detector that is not hardwired.

(2) Notwithstanding any provision of this Code, this section applies to all low-voltage alarm system projects for which a permit is required by a local enforcement agency. However, a permit is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.

(4) A local enforcement agency shall make uniform basic permit labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in Section

553.793, *Florida Statutes*. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(5) A contractor shall post an unused uniform basic permit label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.

(6) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(7) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of Section 553.793(7), *Florida Statutes*.

(8) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system project may be inspected by the local enforcement agency to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(9) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(10) A uniform basic permit label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of chapter 489, *Florida Statutes*.

SECTION 106 FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf (2.40 kN/m²), such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107 SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted in two or more sets with each *permit* application. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, Florida Statutes & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes & 61G1 Florida Administrative Code. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*. **Electronic media documents shall be submitted when required by the building official, in a format acceptable to the building official, and may require only one set of submittals.**

Exception: The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

If the design professional is an architect, interior designer, or engineer legally registered under the laws of this state regulating the practice of architecture or interior design as provided for in Chapter 481, Florida Statutes, Part I, or landscape architecture as provided for in Chapter 481, Florida Statutes, Part II, or engineering as provided for in Chapter 471, Florida Statutes, then he or she shall affix his or her official seal to said drawings, specifications and accompanying data, as required by Florida Statute.

107.2 Construction documents. *Construction documents* shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents.

Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.1.1 For roof assemblies required by the code, the construction documents shall illustrate, describe and delineate the type of roofing system, materials, fastening requirements, flashing requirements and wind resistance rating that are required to be installed. Product evaluation and installation shall indicate compliance with the wind criteria required for the specific site or a statement by an architect or engineer certifying suitability for the specific site must be submitted with the construction documents.

107.2.1.2 Additional data. The building official may require details, computations, stress diagrams, and other data necessary to describe the construction or installation and the basis of calculations. All drawings, specifications and accompanying data required by the building official to be prepared by an architect or engineer shall be affixed with their official seal, signature and date as state law requires.

107.2.1.3 Quality of building plans. Building plans shall be drawn to a minimum 1/8 inch scale upon substantial paper, cloth or other acceptable medium. The building official may establish, through Departmental policy, other standards for plans and specifications, including electronic format, in order to provide conformity to its electronic permit review and record retention program. This policy may include

such things as minimum size, shape, contrast, clarity, or other items related to records management. Electronic media must be compatible with the archive requirements of Florida Statutes.

107.2.2 Fire protection system shop drawings. Shop drawings for the *fire protection system(s)* shall be submitted to indicate conformance to this code and the *construction documents* and shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the *exit discharge* to the *public way* in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe the *exterior wall* system which was tested, where applicable, as well as the test procedure used.

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier the construction documents shall include details for all element of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions. (CA7834)

[A] 107.2.6 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and *design flood* elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan when the application for *permit* is for *alteration* or repair or when otherwise warranted.

[A] 107.2.6.1 Design flood elevations. Where *design flood* elevations are not specified, they shall be established in accordance with Section 1612.3.1. *Design flood elevations shall be uniformly specified utilizing the currently effective NAVD 88.*

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the *building official* or a duly authorized representative, as required by the *Florida Building Code*.

107.2.7 Structural information. The *construction documents* shall provide the information specified in Section 1603.

107.3 Examination of documents. The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 61-41.009, Florida Administrative Code, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the *building official*, from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction document* shall be *approved*, in writing or by stamp, as “Reviewed for Code Compliance.” One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a *permit* for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the *owner* or the *owner’s* authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the *owner* or the *owner’s* authorized agent shall designate a substitute *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the *owner* or the *owner’s* authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with

the design of the building. Those products which are regulated by FAC Rule 61G20 shall be reviewed and approved in writing by the designer of record prior to submittal for jurisdictional approval.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official*.

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall be submitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been *approved* by the *building official*.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, *Florida Statutes*, or Chapter 481 *Florida Statutes*, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the *building official* shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:
 - Parking
 - Fire access
 - Vehicle loading
 - Driving/turning radius
 - Fire hydrant/water supply/post indicator valve (PIV)
 - Set back/separation (assumed property lines)
 - Location of specific tanks, water lines and sewer lines
 - Flood hazard areas, flood zones, and design flood elevations
2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:

Fire-resistant separations
Fire-resistant protection for type of construction
Protection of openings and penetrations of rated walls
Fire blocking and draftstopping and calculated fire resistance

5. Fire suppression systems shall include:

Early warning smoke evacuation systems
Schematic fire sprinklers
Standpipes
Pre-engineered systems
Riser diagram

Same as above.

6. Life safety systems shall be determined and shall include the following requirements:

Occupant load and egress capacities
Early warning
Smoke control
Stair pressurization
Systems schematic

7. Occupancy load/egress requirements shall include:

Occupancy load
Gross
Net
Means of egress
Exit access
Exit
Exit discharge
Stairs construction/geometry and protection
Doors
Emergency lighting and exit signs
Specific occupancy requirements
Construction requirements
Horizontal exits/exit passageways

8. Structural requirements shall include:

Soil conditions/analysis
Termite protection
Design loads
Wind requirements
Building envelope
Impact resistant coverings or systems
Structural calculations (if required)
Foundation
Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage-resistant materials
Wall systems
Floor systems
Roof systems
Threshold inspection plan
Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:

Wood

Steel

Aluminum

Concrete

Plastic

Glass

Masonry

Gypsum board and plaster

Insulating (mechanical)

Roofing

Deck coatings

Insulation

Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:

Site requirements

Accessible route

Vertical accessibility

Toilet and bathing facilities

Drinking fountains

Equipment

Special occupancy requirements

Fair housing requirements

11. Interior requirements shall include the following:

Interior finishes (flame spread/smoke development)

Light and ventilation

(including corresponding portion of the energy code)

Sanitation

12. Special systems:

Elevators

Escalators

Lifts

13. Swimming pools:

Barrier requirements

Spas

Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical

1. Electrical:

Wiring

Services

Feeders and branch circuits

Overcurrent protection

Grounding

Wiring methods and materials

GFCIs

Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations
8. Design flood elevation

Plumbing

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. Design flood elevation
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical

1. Mechanical portions of the Energy calculations
2. Exhaust systems:
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
 - Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. Design flood elevation

Gas

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. Design flood elevation
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
Set back/separation (assumed property lines)
Location of septic tanks
2. Fire-resistant construction (if required)
3. Fire
4. Smoke detector locations
5. Egress
Egress window size and location stairs construction requirements
6. Structural requirements shall include:
Wall section from foundation through roof, including assembly and materials, connector tables, wind requirements, and structural calculations (if required)
Termite protection
Design loads
Wind requirements
Building envelope
Foundation
Wall systems
Floor systems
Roof systems

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

7. Accessibility requirements: show/identify accessible bath
8. Impact resistant coverings or systems
9. Residential Energy Code submittal (including calculation and mandatory requirements)
10. Electrical:
Electric service riser with wire sizes, conduit detail and grounding detail
Complete load calculations, Panel schedules
11. Mechanical:
Equipment and location, Duct systems
12. Plumbing:
Plumbing riser

13. Gas:

Gas piping

Venting

Combustion air

Chimneys and vents

Appliances

Type of gas

Fireplaces

LP tank location

Riser diagram/shutoffs

14. Swimming Pools

Barrier requirements

Spas

Wading pools

Manufactured buildings/housing -

1. Site requirements
 - Setback/separation (assumed property lines)
 - Location of septic tanks (if applicable)
2. Structural
 - Wind zone
 - Anchoring
 - Blocking
3. Plumbing
 - List potable water source and meter size (if applicable)
4. Mechanical
 - Exhaust systems
 - Clothes dryer exhaust
 - Kitchen equipment exhaust
5. Electrical exterior disconnect location

Exemptions.

Plans examination by the *building official* shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs (as determined by local jurisdiction)
3. Minor electrical, plumbing and mechanical repairs
4. Annual maintenance permits
5. Prototype plans

Except for local site adaptations, siding, foundations and/or modifications.

Except for structures that require waiver.

6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

107.5 Retention of construction documents. One set of *approved construction documents* shall be retained by the *building official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The *building official* may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The *building official* may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the *building official* copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the *building official* relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*. **Nothing aforesaid shall preclude plan review or inspections by the building official (See also Section 105.14).** On applications in which private provider services are utilized, all time frames shall adhere to time frames as indicated in Florida Statutes 553.791 7(a).

107.6.1 Building permits issued on the basis of an affidavit in special flood hazard areas. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the *building official* to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood resistance construction requirements of the *Florida Building Code*.

SECTION 108 TEMPORARY STRUCTURES AND USES

108.1 General. The *building official* is authorized to issue a *permit* for temporary structures and temporary uses. Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. The *building official* is authorized to grant extensions for demonstrated cause.

108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The *building official* is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

108.4 Termination of approval. The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure **to be removed** or use to be discontinued.

SECTION 109 FEES

109.1 Payment of fees. A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a *permit* be released until the additional fee, if any, has been paid.

109.2 Schedule of permit fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

- Permits;
- Plans examination;
- Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
- Re-inspections;
- Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
- Variance requests;
- Administrative appeals;
- Violations; and
- Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

109.4 Work commencing before permit issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* or without prior approval from the *building official* as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The *building official* may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

109.6 Refunds. The *building official* is authorized to establish and publish a refund policy through local ordinance.

SECTION 110 INSPECTIONS

110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain accessible-exposed and exposed provided with access for inspection purposes until *approved*.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the owner or the owner's authorized agent to cause the work to remain **accessible exposed** and **exposed-provided with access** for inspection purposes. The *building official* shall be permitted to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection. **(CA 7697)**

110.1.1 Manufacturers and fabricators. When deemed necessary by the *building official*, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The *building official* may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statutes.

The building official may require the owner to employ an inspection service in the following instances:

- 1. For buildings or additions of Type I construction;**
- 2. For all major structural alterations;**
- 3. Where the concrete design is based on compressive strength in excess of 3000 pounds per square inch;**
- 4. For pile driving;**
- 5. For buildings with an area greater than 20,000 square feet;**
- 6. For buildings more than two stories in height; or**
- 7. For buildings and structures of unusual design or methods of construction.**

Such inspectors shall be present when work is underway on the structural elements of the building to adequately attest to its compliance. Such inspectors shall be a registered architect, or engineer. An employee of the architect or engineer licensed under Chapter 468, Part XII, Florida Statutes may perform the inspections, under the direction of and with final certification from the architect or engineer. Such inspectors shall submit weekly progress reports including the daily inspections to the building official, and including a code compliance opinion of the resident inspector.

At the completion of the construction work or project, the architect or engineer shall submit a certificate of compliance to the building official, stating that the work was done in compliance with this code and in accordance with the permitted drawing. Final inspection shall be made by the building official before a Certificate of Occupancy or Certificate of Completion is issued; and confirmation inspections may be made at any time to monitor activities and resident inspectors.

110.1.3 Affidavit for inspection. With specific prior approval of, and in a format acceptable to the building official, an affidavit for certification of inspection may be accepted from the permit qualifier; when accompanied by extensive photographic evidence of sufficient detail to demonstrate code compliance. The photographic evidence shall be comprehensive in the display of the installation and/or construction and job location identifiers. The affidavit and accompanying photographs shall be

provided to the inspector onsite, at the next scheduled inspection. If the photographs are found to be insufficient by the building official to demonstrate compliance with this code and/or the permitted document, or clearly display location identifiers, or are missing, the inspector shall require the contractor to obtain the services of a registered Florida professional engineer to inspect and certify the installation and/or construction.

110.1.3.1 Exception: Affidavits may not be accepted for inspection of elements of construction which require inspection by the local jurisdiction under the requirements of Title 44, Code of Federal Regulations, Parts 59 and 60, and the local flood damage prevention ordinance.

110.2 Preliminary inspection. Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The *building official* upon notification from the permit holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

- Stem-wall
- Monolithic slab-on-grade
- Piling/pile caps
- Footers/grade beams

1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

1.2. In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the Authority having Jurisdiction.

2. Framing inspection. To be made after the roof, all framing, fire blocking and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved* and shall at a minimum include the following building components:

- Window/door framing
- Window U-factor/SHGC as indicated on approved calculations
- Vertical cells/columns
- Lintel/tie beams
- Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
- Draft stopping/fire blocking
- Curtain wall framing
- Energy insulation (Insulation R-factor as indicated on approved calculations)
- Accessibility.
- Verify rough opening dimensions are within tolerances.
- Window/door buck attachment

2.1. Insulation Inspection: To be made after the framing inspection is approved and the insulation is in place, according to approved energy calculation submittal Includes wall and ceiling insulation.

2.2. Lath and gypsum board inspection for fire-resistance-rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:

- Roof sheathing
- Wall sheathing
- Continuous air barrier
- Exterior Siding/Cladding
- Sheathing fasteners
- Roof/wall dry-in.

NOTE: Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material. **Exception: ring shank nails shall be bent over and a new fastener installed.**

4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:

- Exterior wall coverings and veneers
- Soffit coverings

5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:

- Dry-in
- Insulation
- Roof coverings (including In Progress as necessary)
- Insulation on roof deck (according to submitted energy calculation)
- Flashing
- Sheathing

5.1.4.1. Re-Roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the *building official*.

6. Final inspection. To be made after the building, **including all sub-trade inspections,** is completed and ready for occupancy.

6.1. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.

1. Steel reinforcement inspection
2. Underground electric inspection.
3. Underground piping inspection including a pressure test.
4. Underground electric inspection under deck area (including the equipotential bonding)
5. Underground piping inspection under deck area..
6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
8. Final pool piping.
9. Final Electrical inspection.

10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17. of this code

8. Demolition inspections. First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.

Final inspection to be made after all demolition work is completed.

9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).

10. Where impact resistant coverings or impact resistant systems are installed, the *building official* shall schedule adequate inspections of impact resistant coverings or impact resistant systems to determine the following:

The system indicated on the plans was installed.

The system is installed in accordance with the manufacturer's installation instructions and the product approval. (CA7647 A1 + Original)

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building **electrical system** is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.

-includes plumbing provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building **plumbing system** is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

2. Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

-includes mechanical provisions of the energy code and approved calculations provisions.

3. Final inspection. To be made after the building **mechanical system** is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

-includes gas provisions of the energy code and approved calculations provisions.

2. Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

3. Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.

2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection. Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations,

any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification shall be submitted to the *building official*.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, *fire blocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain, snow or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not be concealed until inspected and *approved*.

[A] 110.3.7 Fire- and smoke-resistant penetrations.

Protection of joints and penetrations in fire-resistance rated assemblies, *smoke barriers* and smoke partition shall not be concealed from view until inspected and *approved*.

[A] 110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with *FBC*, *Energy Conservation* and confirm with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation *R*- and *U*-values, fenestration *U*-value and Solar Heat Gain Coefficient, duct system *R*-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

[A] 110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.7, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. Reserved.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building *permit* is completed.

110.3.11.1 Flood hazard documentation. If located in a *flood hazard area*, shall be submitted to the *building official* prior to the final inspection.

110.3.11.2 Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.13 or Section 2304.11.6, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *building official* has been received.

110.3.13 Impact resistant coverings or systems. Where impact resistant coverings or systems are installed to meet requirements of this code, the *building official* shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval. (CA7838 and ADM87-16 Part I AMPC 1 & 2)

110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building *permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the building official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.1 The enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the *building official*, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under Section 553.71(7), *Florida Statutes*, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load-bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of permit documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this Section and Chapter 633, *Florida Statutes*.

110.8.5 No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes*, or to a licensed building contractor, as defined in Section 489.105(3)(b), *Florida Statutes*, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes*, without duplicative inspection by the

building department. The *building official* is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*, or certified as a special inspector under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

110.9 Impact of construction. All construction activity regulated by this code shall be performed in a manner so as not to adversely impact the condition of adjacent property, unless such activity is permitted to affect said property pursuant to a consent granted by the applicable property owner, under terms or conditions agreeable to the applicable property owner. This includes, but is not limited to, the control of dust, noise, water or drainage runoffs, debris, and the storage of construction materials. New construction activity shall not adversely impact legal historic surface water drainage flows serving adjacent properties, and may require special drainage design complying with engineering standards to preserve the positive drainage patterns of the affected sites. Accordingly, developers, contractors and owners of all new residential development, including additions, pools, patios, driveways, decks or similar items, on existing properties resulting in a significant decrease of permeable land area on any parcel or has altered the drainage flow on the developed property shall, as a permit condition, provide a professionally prepared drainage plan clearly indicating compliance with this paragraph. Upon completion of the improvement, a certification from a licensed professional, as appropriate under Florida law, shall be submitted to the inspector in order to receive approval of the final inspection.

SECTION 111 CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from *permits* under Section 105.2.

111.2 Certificate issued. After the *building official* inspects the building or structure and finds no violations of the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the authority having jurisdiction
7. The name of the *building official*.

8. The edition of the code under which the *permit* was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design *occupant load*.
12. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building *permit*.

111.3 Temporary occupancy. The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of Completion. A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

SECTION 112 SERVICE UTILITIES

112.1 Connection of service utilities. No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

112.2 Temporary connection. The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113 BOARD OF APPEALS

(If your jurisdiction has a process in place or this process)

113.1 General. In order to hear and decide appeals of orders, decisions or determinations made by the *building official* relative to the application and interpretation of this code, there shall be and is hereby created a board of

appeals. The board of appeals shall be appointed by the applicable governing authority and shall hold office at its pleasure. The board shall adopt rules of procedure for conducting its business.

113.2 Limitations on authority. An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply or an equally good or better form of construction is proposed. The board shall have no authority to waive requirements of this code.

113.3 Qualifications. The board of appeals shall consist of members who are qualified by experience and training to pass on matters pertaining to building construction and are not employees of the jurisdiction.

SECTION 114 VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115 STOP WORK ORDER

115.1 Authority. Whenever the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116 UNSAFE STRUCTURES AND EQUIPMENT

(If your jurisdiction has a process in place or this process)

116.1 Conditions. Structures or existing equipment that are or hereafter become unsafe, insanitary or deficient because of inadequate *means of egress* facilities, inadequate light and ventilation, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance, shall be deemed an unsafe condition. Unsafe structures shall be taken down and removed or made safe, as the *building official* deems necessary and as provided for in this section. A vacant structure that is not secured against entry shall be deemed unsafe.

116.2 Record. The *building official* shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

116.3 Notice. If an unsafe condition is found, the *building official* shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition deemed unsafe and specifies the required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the *building official* acceptance or rejection of the terms of the order.

116.4 Method of service. Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

116.5 Restoration. Where the structure or equipment determined to be unsafe by the *building official* is restored to a safe condition, to the extent that repairs, *alterations* or *additions* are made or a change of occupancy occurs during the restoration of the structure, such *repairs, alterations, additions* and change of occupancy shall comply with the requirements of Section 105.2.2 and the *Florida Building Code, Existing Building*.

SECTION 117 VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), Florida Statutes, the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the *building official* for variances to the provisions of Section 1612.4 of the *Florida Building Code, Building* or, as applicable, the provisions of R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

Legend:

Plain Text is from the FBC 7th Ed' (2020)

Shaded Text is from the BOAF recommended changes to FBC 2017

The red text is guidance and should be removed before adoption.

Underlined green with yellow highlight text is from the BCAB recommended changes to FBC 2017

Purple Shaded White Text = FBC 2020 Changes

Green Shaded White Text = 2020 BCAB recommended changes to 2020 FBC



Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 9.3: Ordinance No. 2020-17 - Comprehensive Plan Amendment - Gulfstream Road Overlay (*Quasi-Judicial Hearing*) (*Second Reading*)

SUMMARY:

The Planning, Zoning & Building Department is proposing text amendments to the Future Land-Use Element to establish a Gulfstream Road Overlay (GRO) in an effort to encourage residential redevelopment, optimize utilization of residential property and create a neighborhood identity within the area on Gulfstream Road, between Lake Worth Road (to the south) and Lakewood Road (to the north).

Property owners along Gulfstream Road are interested in redeveloping their residential properties. The area is characterized by large lots (0.5 – 1.15 acres in size) that are currently underutilized and are either vacant or developed with only a single-family residence. There is interest in additional density, however, the entire area between Davis Road (on the east side) and Kirk Road (on the west side) is designated with the Low-Density Residential land use category.

Rather than consider land-use changes on a parcel-by-parcel basis, which might lead to concerns about compatibility and "spot zoning", an overlay approach is proposed to be utilized to permit additional density in exchange for design considerations.

The proposed GRO (land development regulations and design requirements) was initially drafted by Gulfstream Road property owners and was workshopped with the Planning & Zoning Board on July 9, 2019 and the Village Council on September 10, 2020.

Village staff has proposed various revisions to the property owners' suggested land development regulations and is moving forward as a staff-initiated effort.

The proposed Gulfstream Road Overlay provides the following:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place
- Clustering of multi-family dwelling units to allow aggregation of open space for common amenity area
- Flexibility (no minimum) in lot area so long as maximum density not exceeded
- Density bonus in consideration of high-quality design features (up to a maximum of ten (10) units per acre)
- Standard parking, open space and landscape requirements are maintained

The proposed GRO encompasses 20 parcels and a total of 13.94 acres. The area is designated with the Low-Density Residential Land-Use category, which allows up to 5.8 units per acre (or a maximum of 80 residential units for the area). If every property were to be redeveloped pursuant to the GRO allowances and approved for the maximum eligible density (10 du/ac), the neighborhood would be comprised of 139 residential units (an increase of 59 units). The proposed provisions do not require that parcels be aggregated (there would be no minimum lot size). The smallest lots of record are ¼ acre in size and have the potential for a maximum of two (2) units per lot (i.e., duplexes, stand-alone units, garage apartments, etc.), if the GRO is utilized.

The potential impacts of an additional 59 residential units are summarized below:

Maximum Potential Demand on Public Services/Facilities			
	Existing Land Use	Proposed Density Bonus	Increase
Public Facility/Service	(5.8 du/ac)	(max. of 10 du/ac)	in Demand
	80 dwelling units	139 dwelling units	
Roads (traffic)	81 pht	92 pht	+11 pht
Schools (students)	17 students	17 students	n/a
Potable Water	16,925 gpd	29,407 gpd	+12,482 gpd
Sanitary Sewer	28,000 gpd	34,750 gpd	+6,750 gpd
Solid Waste	1,377 lbs/day	2,392 lbs/day	+1,015 lbs/day
			+3,316 s.f.
Parks	4,494 s.f.	7,811 s.f.	(0.08 acres)

The objective of the GRO would be to promote the redevelopment of the Gulfstream Road neighborhood by creating a distinct character and identity. The potential density bonus (an additional 4.2 units per acre) would serve as the mechanism to incentivize property owners and/or developers to assemble parcels and build new residences in the Key West style. It is envisioned that this effort may result in additional neighborhood overlays being requested in the future.

The proposed comprehensive plan amendments were submitted through the PBC Intergovernmental Plan Amendment Review Committee (IPARC) for intergovernmental review and no comments were received.

The proposed overlay was discussed with the Village Council on September 10, 2020, and staff received direction to proceed with the proposed comprehensive plan amendment.

Note: Notifications were mailed to all property owners within and abutting the GRO on September 14, 2020.

The Planning & Zoning Board considered the proposed amendment during their meeting on October 13, 2020 and recommended approval.

The Local Planning Agency (LPA) considered the proposed Comprehensive Plan Text Amendment during their meeting on November 12, 2020 and recommended approval.

The proposed ordinance was prepared by the Planning, Zoning & Building Director and reviewed by the Village Attorney.

The proposed ordinance was approved by the Village Council on November 12, 2020, and is being presented for consideration on 2nd and final reading.

Note: Following approval on 1st reading by the Village Council, the proposed comprehensive plan text amendments were forwarded for state and regional agency review, including the Florida Department of Economic Opportunity (DEO) and the Treasure Coast Regional Planning Council (TCRPC). No review comments were issued by any agency; thus, this item is now being presented for consideration on 2nd and final reading.

FISCAL IMPACT:

Amending the Comprehensive Plan to create a new overlay does not have a fiscal impact; however, redevelopment utilizing the allowances under this new overlay district are expected to increase the Village's property tax revenue.

ATTACHMENTS:

Proposed Ordinance No. 2020-17 - Text Amendment - Gulfstream Road Overlay - Comprehensive Plan Exhibit "A" - Gulfstream Road Overlay - Comprehensive Plan Amendment

Public Hearing Notification - Village of Palm Springs

Lake Worth Herald 2nd Advertisement for Ordinance No, 2020-17

ORDINANCE NO. 2020-17

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS, IN ACCORDANCE WITH THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT, AS AMENDED, BEING SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, PROVIDING FOR THE AMENDMENT TO THE TEXT OF THE VILLAGE'S FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO CREATE THE "GULFSTREAM ROAD OVERLAY", WHICH AMENDMENT IS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER PURPOSES.

WHEREAS, the Village Council ("Council") of the Village of Palm Springs, Florida ("Village") has adopted a Comprehensive Plan ("Plan") pursuant to the "Local Government Comprehensive Planning and Land Development Regulation Act"; and

WHEREAS, The Village's Plan has been determined to be "in compliance" with the provisions of the Act and Rule 9J-5 of the Florida Administrative Code; and

WHEREAS, the Council wishes to create a "Gulfstream Road Overlay" in the Future Land Use Element of the Comprehensive Plan in order to promote redevelopment of residential properties along a portion of Gulfstream Road; and

WHEREAS, Pursuant to Chapter 163, Florida Statutes, and Rule 9J-5, Florida Administrative Code, all subsequent amendments to the Plan must be adopted in accordance with detailed statutory procedures; and

WHEREAS, the Village's LPA has considered the proposed amendments at a duly advertised meeting and has recommended that the Council adopt the Plan Amendments as set forth in the attached Exhibit "A"; and

WHEREAS, the Village Council of the Village of Palm Springs has held all required public hearings; both prior to transmittal and submission of the proposed amendments to the Plan to the Florida Department of Economic Opportunity, and after the proposed amendments to the Plan were returned to the Village of Palm Springs, in accordance with Chapter 163, Florida Statutes; and

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The Village Council of the Village of Palm Springs, Florida hereby amends

the current Comprehensive Plan dated November 9, 1989, as amended, to create the “Gulfstream Road Overlay” in the Future Land Use Element, which amendment consists of the pages attached hereto as Exhibit “A” and made a part hereof, and which will be incorporated into the current Comprehensive Plan. A copy of the Comprehensive Plan, as amended, is on file in the office of the Village Clerk.

Section 2. This Ordinance shall be effective within the corporate limits of the Village of Palm Springs, Florida.

Section 3. The Village Clerk is hereby directed to transmit the comprehensive plan amendment documents to the Department of Economic Opportunity and other agencies within ten (10) working days, in accordance with Section 163.3184, Florida Statutes.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this ordinance.

Section 6. Effective Date. The effective date of this Plan Amendment shall be in accordance with Section 163.3184, Florida Statutes; however, no later than thirty-one (31) days after the State Land Planning Agency has received the completed Amendment package. No development order, development permits, or land uses dependent on this Amendment may be issued or commence before the Amendment has become effective.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, 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	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2021.

VILLAGE OF PALM SPRINGS, FLORIDA

BY: _____
BEV SMITH, MAYOR

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

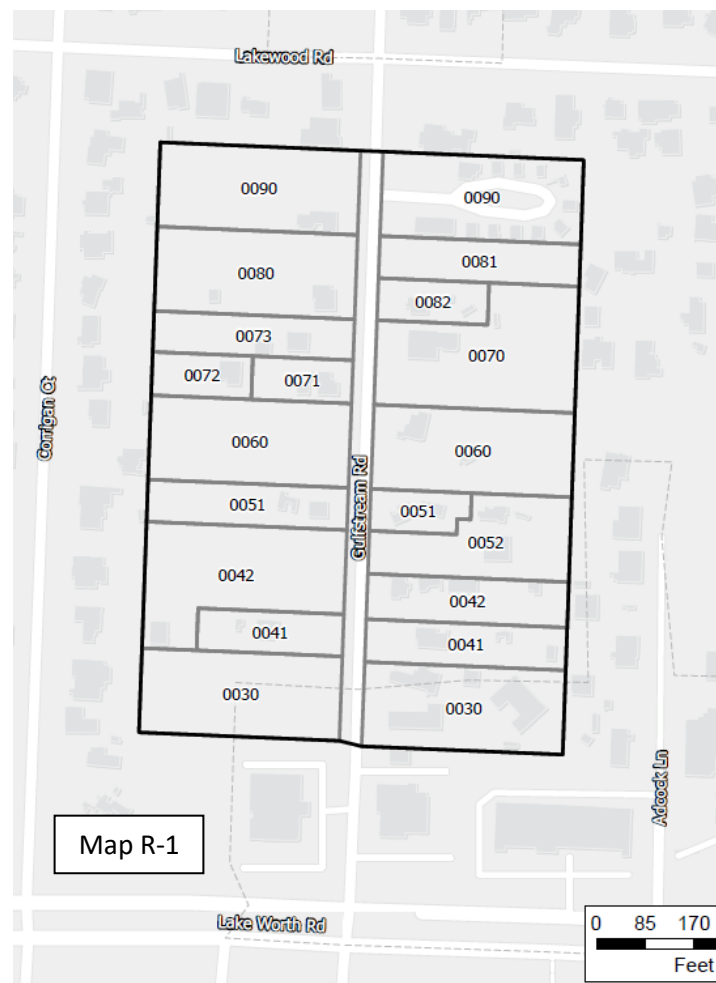
BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY

Gulfstream Road Overlay

Future Land Use Element

Objective R: A Gulfstream Road Overlay (“GRO”) shall be maintained in the Village’s Land Development Regulations in order to encourage residential redevelopment, optimize utilization of residential property, create a neighborhood identity and fulfill objectives of the Palm Springs Community Redevelopment Agency.

The allowances of the GRO shall only be applicable to Residential Multi-Family (RM) zoned residential properties fronting Gulfstream Road, generally located south of Lakewood Road and north of Lake Worth Road, as depicted on Map R.1:



Policy R.1: Redevelopment in the GRO shall utilize a Key West architectural style to establish a neighborhood identity. Clustering of residential units is permissible in consideration of

the design elements and development standards outlined in the Village Land Development Regulations for the GRO.

Policy R.2: Infill multi-family residential projects that comply with the development standards of the GRO shall be eligible for and may be granted a density bonus by the Village Council, without the need for a future land use map amendment. The maximum density for a GRO development project shall be 10 dwelling units per gross acre (consistent with the maximum intensity of the Medium Density Residential land use category).



Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Tuesday, October 13, 2020 at 6:30 p.m. by Planning & Zoning Board

Thursday, November 12, 2020 at 6:30 p.m. by Local Planning Agency

Thursday, November 12, 2020 at 6:30 p.m. by the Village Council, after LPA Meeting

At this time, the meetings are scheduled to be held in the Village Hall Council Chambers at 226 Cypress Lane, Palm Spring; however, operational changes due to COVID-19 may necessitate virtual meetings (verify location with Village Clerk's office prior to meeting). The advisory boards and Village Council will consider:

Comprehensive Plan (Text) Amendment and Land Development Regulations Amendment

Village-initiated amendments to establish a Gulfstream Road Overlay. The intent of the Gulfstream Road Overlay ("GRO") is to encourage residential redevelopment, to optimize utilization of residential property, and to create a neighborhood identity.

The Gulfstream Road Overlay provides the following:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place,
- Clustering of multi-family dwelling units to allow aggregation of open space for common amenity area,
- Flexibility (no minimum) in lot area so long as maximum density not exceeded,
- Density bonus in consideration of high-quality design features (up to a maximum of ten (10) units per acre), and
- Standard parking, open space and landscape requirements are maintained.

The proposed GRO encompasses 20 parcels and a total of 13.94 acres (see map). The area is designated with the Low Density Residential Land Use category, which allows up to 5.8 units per acre (or a maximum of 80 residential units for the area). If every property were to be redeveloped pursuant to the GRO allowances, and approved for the maximum eligible density (10 du/ac), the neighborhood would be comprised of 139 residential units (an increase of 59 units).

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 **(561) 965-4010** at least three (3) days prior to the meeting in order to request such assistance.

VILLAGE OF PALM SPRINGS, FLORIDA

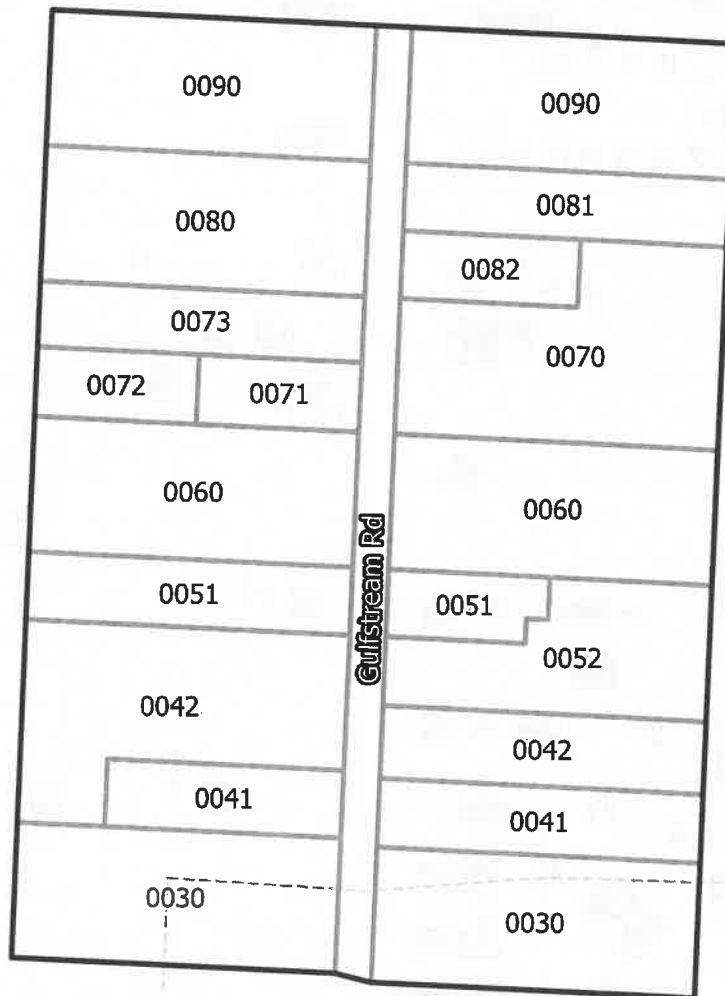
Kimberly M. Wynn

Publish: Lake Worth Herald



Lakewood Rd

Corrigan Ct

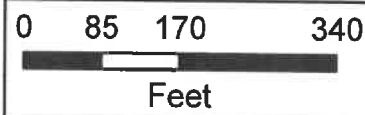


Gulfstream Rd

Coconut Rd

Adcock Ln

Lake Worth Rd



Village of Palm Springs

Gulfstream Road Overlay

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for use rests solely on the requester. The Village of Palm Springs makes no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and updates.

- Gulfstream Road Overlay
- Parcels

Data Source: Gulfstream Road Overlay provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI Online Services.

NOTICE OF PUBLIC HEARING

Public Hearings on the proposed ordinances will be held in Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, on the following date:

Village Council Regular Meeting on Thursday, January 14, 2021, at 6:30 PM

The Village of Palm Springs proposes to adopt the following Ordinances:

ORDINANCE NO. 2020-16

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", TO ESTABLISH PROVISIONS OF SUBDIVISION XXV, "GULFSTREAM ROAD OVERLAY", SPECIFICALLY SECTIONS 34-1323 – 34-1324.1; TO PROVIDE INCENTIVES FOR REDEVELOPMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2020-17

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS, IN ACCORDANCE WITH THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT, AS AMENDED, BEING SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, PROVIDING FOR THE AMENDMENT TO THE TEXT OF THE VILLAGE'S FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO CREATE THE "GULFSTREAM ROAD OVERLAY", WHICH AMENDMENT IS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER PURPOSES.

INSERT MAP HERE

The ordinances in their entirety may be inspected at the Office of the Village Clerk during business hours, Monday through Friday between 8:30 a.m. and 4:30 p.m. All interested parties may appear at the meeting and be heard with respect to the proposed ordinances at the public hearing.

If a person decides to appeal any decision made by the above Village Council with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) days prior to the meeting to request such assistance.

VILLAGE OF PALM SPRINGS
Kimberly Wynn, Village Clerk
PUBLISH: January 7, 2021
Lake Worth Herald



Village of Palm Springs

Executive Brief

AGENDA DATE: January 14, 2021

DEPARTMENT: Planning, Zoning & Building

ITEM 9.4: Ordinance No. 2020-16 - Village Code Amendment - Chapter 34 - Gulfstream Road Overlay (*Second Reading*)

SUMMARY:

The Planning, Zoning & Building Department is requesting an amendment to the Village Code - Chapter 34 to create a new Subdivision XXV "Gulfstream Road Overlay (GRO)" to encourage residential redevelopment, optimize utilization of residential property and create a neighborhood identity within the area on Gulfstream Road, between Lakewood Road (to the north) and Lake Worth Road (to the south).

The proposed amendment includes:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place
- Clustering of multi-family dwelling units to allow aggregation of open space for common amenity area
- Flexibility (no minimum) in lot area so long as maximum density not exceeded
- Density bonus in consideration of high-quality design features (up to a maximum of ten (10) units per acre)
- Standard parking, open space and landscape requirements are maintained

The proposed GRO (land development regulations and design requirements) was initially drafted by Gulfstream Road property owners and discussed at the Planning & Zoning Board workshop on July 9, 2019. The proposed overlay was discussed with the Village Council on September 10, 2020, and staff received direction to proceed with the proposed comprehensive plan amendment.

Note: Notifications were mailed to all property owners within and abutting the GRO on September 14, 2020.

The Planning & Zoning Board considered the proposed ordinance during their meeting on October 13, 2020 and recommended approval.

The proposed ordinance was prepared by the Planning, Zoning & Building Director and reviewed by the Village Attorney. Modifications were made after 1st Reading to clarify the applicability of the GRO standards.

The proposed ordinance was approved by the Village Council on November 12, 2020, and is being presented for consideration on 2nd and final reading (concurrent with the related comprehensive plan amendments).

FISCAL IMPACT:

Amending the Land Development Regulations to create a new overlay does not have a fiscal impact; however, redevelopment utilizing the allowances under this new overlay district is expected to increase the Village's property tax revenue.

ATTACHMENTS:

Proposed Ordinance No. 2020-16 - Gulfstream Road Overlay

Public Hearing Notification - Village of Palm Springs

Lake Worth Herald 2nd Advertisement for Ordinance No 2020-16

ORDINANCE NO. 2020-16

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", TO ESTABLISH PROVISIONS OF SUBDIVISION XXV, "GULFSTREAM ROAD OVERLAY", SPECIFICALLY SECTIONS 34-1323 – 34-1324.1; TO PROVIDE INCENTIVES FOR REDEVELOPMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village currently has regulations in place at Chapter 34 of the Village Code of Ordinances regarding development or improvements of land; and

WHEREAS, the Village desires to amend the existing regulations to provide incentives for redevelopment along Gulfstream Road; and

WHEREAS, the Village finds that providing a developer with incentives through area-specific development allowances will assist in the implementation of stated objectives of the Village, thereby enhancing quality of life of its residents; and

WHEREAS, the Village finds making amendments to existing land development regulations to establish standards to encourage redevelopment in the Gulfstream Road residential neighborhood serves a valid public purpose.

NOW THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF PALM SPRINGS, FLORIDA:

Section 1. The foregoing recitals are incorporated herein as true and correct findings of fact of the Village Council and serve as a basis for adoption of this Ordinance.

Section 2. Chapter 34 "Land Development", Article VI "Land Use", Division 7 "Supplemental District Regulations", Subdivision XXV "Gulfstream Road Overlay" with Sections 34-1323 – 34-1324.1 is hereby enacted to read as follows:

SUBDIVISION XXV. GULFSTREAM ROAD OVERLAY

Sec. 34-1323 Gulfstream Road Overlay

This subdivision establishes an overlay to be known as the Gulfstream Road Overlay (“GRO”) which is applicable to RM Zoned properties on Gulfstream Road between Lake Worth Road and Lakewood Road, as shown on Map R-1 in the Future Land Use Element of the comprehensive plan.

Sec. 34-1323.1 Purpose and intent.

The intent of the GRO is to provide special development regulations for the development and redevelopment of high-quality multifamily residences at a density, scale and mass complementary to the existing neighborhood character and incorporating the Key West architectural style to establish a neighborhood identity. Illustrations of the Key West architectural style is shown below:



Sec. 34-1323.2 Applicability.

Compliance with these regulations is applicable on an “opt in” basis to all development and redevelopment within the GRO. Development projects that elect to comply with the Development Standards outlined in Sec. 34-1324 will become eligible for the density bonus outlined in Sec. 34-1324.1. Development projects that do not comply with the standards set forth in Sec. 34-1324 must comply with all other applicable development standards and will not be eligible for the density bonus.

In addition to the regulations specified herein for the GRO, all lot and building requirements of the underlying RM zoning district and all other applicable standards in

these Land Development Regulations shall apply. Where there is a conflict between the GRO standards and other Land Development Regulations, the GRO standards shall apply.

Sec. 34-1323.3 Permitted Uses.

Permitted uses within the GRO shall be limited to the following:

- (1) Single-family detached dwellings.
- (2) Duplex dwellings, subject to compliance with the development standards below.
- (3) Multiple family dwellings, subject to compliance with the development standards below.
- (4) Residential Planned Developments, subject to compliance with the development standards below.
- (5) Minor community residential homes, subject to the provisions of subdivision XI of this division, and subject to compliance with the development standards below.
- (6) Home occupations, subject to the provisions set forth in section 34-890 of this Code.

Sec. 34-1323.4 Accessory uses.

Accessory uses permitted in the GRO shall only include any accessory use customarily incidental and subordinate to the permitted uses, including private garages, swimming pools, cabanas, saunas, spas, gazebos, utility sheds and other similar uses.

Sec. 34-1323.5 Special exceptions.

The following shall be permitted as special exception uses in the GRO, subject to compliance with the development standards specified in Sec. 34-1324 and any applicable supplemental regulations specified in Division 7:

- (1) Churches and places of worship.
- (2) Public uses and facilities.
- (3) Public utilities.
- (4) Recreation uses and facilities.
- (5) Child-care facilities.

(8) Family day care homes.

(9) Schools.

Sec. 34-1323.6 Prohibited uses.

The following uses shall be specifically prohibited in the GRO:

- (1) Any use not specifically, provisionally or by reasonable implication permitted, or permitted by special exception.

Sec. 34-1324 Development standards.

The following property development regulations shall be in effect for the GRO:

- (1) Architectural style. All new construction (and renovations utilizing the allowances of the GRO) shall incorporate the following design elements indicative of the Key West architectural style:

- a. Roofing shall incorporate the following:

- i. Minimum pitched of 4:12 (rise to run).
- ii. Gable-ends.
- iii. Raised seam metal roofing material or dimensional shingles.
- iv. Minimum 2' overhang with exposed or decorative truss-tails.
- v. Design to distinguish each unit. This may be accomplished by each unit having its own ridge, gable-ends, and truss ends resting on the exterior wall of that unit. Alternatively, the roof may be designed to encompass the entire multi-unit building with each unit being distinguished using dormers and or other similar features.

- b. Windows shall incorporate the following:

- i. Single-hung or double-hung windows with mullions in at least one of the window frames.
- ii. Decorative or functional shutters mounted on the side of each window or utilizing a "Bahama" type shutter.

- c. Exterior doors shall incorporate the following:

- i. The main exterior entry door shall be facing and be visible from the adjacent driveway or street frontage.

- ii. The main exterior entry door shall be a panel door with minimum of 2-panels and may be a solid or partial-light. If partial-light doors are used, there shall be mullions in a pattern consistent with the windows.
 - d. Exterior wall finish shall be comprised of the following:
 - i. Clapboard appearance utilizing wood, vinyl or hardi-plank type of siding, or a stucco finish.
 - e. Front porch shall incorporate the following:
 - i. Minimum 5' of usable depth not including walls, roof support structures or railings.
 - ii. Porch roof sloped in a manner consistent with the main roof or incorporated into the main roof, with roof coverings to match the main roof.
 - iii. Roof support posts and railings with a wood appearance.
 - f. Building color shall be as follows:
 - i. The building base shall be a tropical light-color pastel, and all units shall include a complementary accent color and all trim shall be white.
 - g. Site improvements shall be as follows:
 - i. Gulfstream Road frontage. Any fencing, walls or entry features, signage and or other site improvements along the Gulfstream roadway frontage shall be designed and constructed to be consistent with the color and materials used in the main buildings, with tropical landscaping. Fencing or perimeter walls on other parts of the site is exempt from this requirement.
 - ii. Any community buildings and site amenities shall be consistent with the Key West style to the extent applicable.
- (2) Building height maximum 35' to the top of beam of the third floor. Three-stories maximum.

- (3) Building articulation. There shall be variation in the building façade of multi-unit buildings which may be accomplished by articulating individual units, using a different paint color for each unit, or other similar architectural treatment.
- (4) Maximum building width shall be 150'.
- (5) The site shall be designed utilizing the principals of Crime Prevention Through Environmental Design (CPTED) including:
 - a. Design site to increase pedestrian and bicycle traffic.
 - b. Windows overlooking walkways, driveways, and parking areas.
 - c. Design landscapes which enable site surveillance from adjacent rights-of-way.
 - d. Design perimeter fencing and walls to enable site surveillance from adjacent rights-of-way.
 - e. Design site lighting to ensure that potential problem areas well-lit such as pathways, entrances/exits, parking areas, public spaces, mailboxes, play areas, dumpsters, etc. Ensure that light levels are appropriate and are not too bright thus creating glare or deep shadows.
- (6) Sidewalks and concrete pathways shall connect all units to each other, and to community spaces as well as the public right-of-way for pedestrian safety.
- (7) A minimum of 20% of the project site shall be designed for active or passive recreation activities.
- (8) Minimum lot size is based on design and overall density of the project.
- (9) Property development regulations of the RM district contained in Section 34-766 remain applicable except as provided herein.
- (10) Landscaping shall be in accordance with Article III.
- (11) Supplemental regulations shall be as set forth in Division 7 of this article.
- (12) Off-street parking and loading shall comply with Division 8 of this article.

Sec. 34-1324.1 Maximum Residential Density.

Residential projects in compliance with the Development Standards specified herein are eligible for and may be granted a density bonus by the Village Council,

pursuant to the GRO provisions of the comprehensive plan. The maximum density of a GRO project shall not exceed ten (10) dwelling units per gross acre.

Section 3. Codification. The ordinance shall be codified in the Code of Ordinances of the Village of Palm Springs, Florida.

Section 4. Repeal of Conflicting Ordinances. All Ordinances, Resolutions or parts of Ordinances and Resolutions in conflict herewith are hereby repealed.

Section 5. Severability. If any word, clause, sentence, paragraph, section or part thereof contained in this Ordinance is declared to be unconstitutional, unenforceable, void or inoperative by a court of competent jurisdiction, such declaration shall not affect the validity of the remainder of this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective immediately upon adoption.

Council Member _____, offered the foregoing Ordinance, and moved its adoption. The motion was seconded by Council Member _____, 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	☐	☐	☐
GARY READY, MAYOR PRO TEM	☐	☐	☐
DOUG GUNTHER, COUNCIL MEMBER	☐	☐	☐
JONI BRINKMAN, COUNCIL MEMBER	☐	☐	☐

The Mayor thereupon declared this Ordinance approved and adopted by the Village Council of the Village of Palm Springs, Florida, on second reading, the _____ day of _____, 2021.

VILLAGE OF PALM SPRINGS, FLORIDA
BY: _____
BEVERLY SMITH, MAYOR

Ordinance No. 2020-16 Gulfstream Road Overlay

First Reading: _____

Second Reading: _____

ATTEST:

BY: _____
KIMBERLY M. WYNN, CMC, VILLAGE CLERK

REVIEWED FOR LEGAL FORM AND SUFFICIENCY

BY: _____
GLEN J. TORCIVIA, VILLAGE ATTORNEY



Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461

PUBLIC HEARING NOTICE

Notice is hereby given that public hearings will be held on:

Tuesday, October 13, 2020 at 6:30 p.m. by Planning & Zoning Board

Thursday, November 12, 2020 at 6:30 p.m. by Local Planning Agency

Thursday, November 12, 2020 at 6:30 p.m. by the Village Council, after LPA Meeting

At this time, the meetings are scheduled to be held in the Village Hall Council Chambers at 226 Cypress Lane, Palm Spring; however, operational changes due to COVID-19 may necessitate virtual meetings (verify location with Village Clerk's office prior to meeting). The advisory boards and Village Council will consider:

Comprehensive Plan (Text) Amendment and Land Development Regulations Amendment

Village-initiated amendments to establish a Gulfstream Road Overlay. The intent of the Gulfstream Road Overlay ("GRO") is to encourage residential redevelopment, to optimize utilization of residential property, and to create a neighborhood identity.

The Gulfstream Road Overlay provides the following:

- Use of Key West architectural style to establish a distinct neighborhood identity and create a sense of place,
- Clustering of multi-family dwelling units to allow aggregation of open space for common amenity area,
- Flexibility (no minimum) in lot area so long as maximum density not exceeded,
- Density bonus in consideration of high-quality design features (up to a maximum of ten (10) units per acre), and
- Standard parking, open space and landscape requirements are maintained.

The proposed GRO encompasses 20 parcels and a total of 13.94 acres (see map). The area is designated with the Low Density Residential Land Use category, which allows up to 5.8 units per acre (or a maximum of 80 residential units for the area). If every property were to be redeveloped pursuant to the GRO allowances, and approved for the maximum eligible density (10 du/ac), the neighborhood would be comprised of 139 residential units (an increase of 59 units).

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 **(561) 965-4010** at least three (3) days prior to the meeting in order to request such assistance.

VILLAGE OF PALM SPRINGS, FLORIDA

Kimberly M. Wynn

Publish: Lake Worth Herald



Lakewood Rd

Corrigan Ct

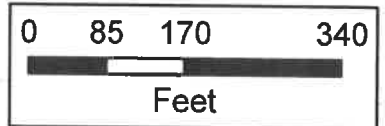


Gulfstream Rd

Coconut Rd

Adcock Ln

Lake Worth Rd



Village of Palm Springs

Gulfstream Road Overlay

The Data is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for use rests solely on the requester. The Village of Palm Springs makes no warranties, express or implied, as to the use of the licensed Data. There are no implied warranties of merchantability or fitness for a particular purpose. The requester acknowledges and accepts the limitations of the Data, including the fact that the Data is dynamic and is in a constant state of maintenance, correction and updates.

- Gulfstream Road Overlay
- Parcels

Data Source: Gulfstream Road Overlay provided by the Village of Palm Springs, Parcels provided by Palm Beach County, Basemap provided by ESRI Online Services.

NOTICE OF PUBLIC HEARING

Public Hearings on the proposed ordinances will be held in Council Chambers at Village Hall, 226 Cypress Lane, Palm Springs, Florida, on the following date:

Village Council Regular Meeting on Thursday, January 14, 2021, at 6:30 PM

The Village of Palm Springs proposes to adopt the following Ordinances:

ORDINANCE NO. 2020-16

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE VILLAGE CODE OF ORDINANCES AT CHAPTER 34 "LAND DEVELOPMENT", ARTICLE VI "LAND USE", DIVISION 7 "SUPPLEMENTAL DISTRICT REGULATIONS", TO ESTABLISH PROVISIONS OF SUBDIVISION XXV, "GULFSTREAM ROAD OVERLAY", SPECIFICALLY SECTIONS 34-1323 – 34-1324.1; TO PROVIDE INCENTIVES FOR REDEVELOPMENT; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE NO. 2020-17

AN ORDINANCE OF THE VILLAGE OF PALM SPRINGS, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE VILLAGE OF PALM SPRINGS, IN ACCORDANCE WITH THE LOCAL GOVERNMENT COMPREHENSIVE PLANNING AND LAND DEVELOPMENT REGULATION ACT, AS AMENDED, BEING SECTIONS 163.3161, ET. SEQ., FLORIDA STATUTES, PROVIDING FOR THE AMENDMENT TO THE TEXT OF THE VILLAGE'S FUTURE LAND USE ELEMENT OF THE COMPREHENSIVE PLAN TO CREATE THE "GULFSTREAM ROAD OVERLAY", WHICH AMENDMENT IS MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO; PROVIDING FOR DIRECTIONS TO THE VILLAGE CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR OTHER PURPOSES.

INSERT MAP HERE

The ordinances in their entirety may be inspected at the Office of the Village Clerk during business hours, Monday through Friday between 8:30 a.m. and 4:30 p.m. All interested parties may appear at the meeting and be heard with respect to the proposed ordinances at the public hearing.

If a person decides to appeal any decision made by the above Village Council with respect to any matter considered at such hearing, he or she will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accommodation to attend or participate in this meeting should contact the Village Clerk at (561) 965-4010 at least three (3) days prior to the meeting to request such assistance.

VILLAGE OF PALM SPRINGS
Kimberly Wynn, Village Clerk
PUBLISH: January 7, 2021
Lake Worth Herald